Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

(the "**Applicant**")

APPLICATION RECORD

March 10, 2023

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TO: SERVICE LIST

Court File No.

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

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SERVICE LIST
(as of March 10, 2023)

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EMAIL SERVICE LIST
(As of March 10, 2023)

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Tab		Document
	J	Exhibit “J” – Credit Agreement, dated as of November 3, 2021 between Loyalty Ventures Inc. and affiliates, as borrowers, and Bank of America, N.A., as Administrative Agent (without exhibits and schedules), with Amendment No.1 and the Consent
	K	Exhibit “K” – Summary of *Personal Property Security Act* and *Bank Act* searches for British Columbia, Alberta, Ontario, Nova Scotia, and Quebec
	L	Exhibit “L” – Unaudited Internal Financial statements of LoyaltyOne, Co. for the period ending December 31, 2022
	M	Exhibit “M” – Intercompany Services Agreement, dated as of November 5, 2021 between Loyalty Ventures Inc. and LoyaltyOne, Co.
	N	Exhibit “N” – Proposed form of notice to be provided to Specified Collectors of AIR MILES® Reward Program
	O	Exhibit “O” – Stalking Horse Purchase Agreement, dated as of March 10, 2023 between LoyaltyOne, Co. and Bank of Montreal
	P	Exhibit “P” – DIP Term Sheet, dated as of March 10, 2023 between Bank of Montreal and LoyaltyOne, Co.
	Q	Exhibit “Q” – Summary of Employee Retention Plans
	R	Exhibit “R” – Engagement Letter of PJT Partners LP dated July 11, 2022
3		Blackline of Draft Initial Order to Model CCAA Initial Order

TAB 1

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

(the "**Applicant**")

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicant. The claim made by the Applicant appears on the following page.

THIS APPLICATION will come on for a hearing

☐ In writing
☐ In person
☐ By telephone conference
☒ By video conference

At a Zoom link to be provided by the Ontario Superior Court of Justice (Commercial List) on March 10, 2023, at 8:00 a.m. (or as soon after such time as the application may be heard), before a judge presiding over the Commercial List. A link to access the videoconference will be circulated to the Service List.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicant's lawyer or, where the Applicant does not have a lawyer, serve it on the Applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date March 10, 2023 Issued by _____
Local Registrar

Address of court office: Superior Court of Justice
393 University Avenue, 10th Floor
Toronto ON
M5G 1E6

TO: **SERVICE LIST**

APPLICATION

1. **THE APPLICANT MAKES THIS APPLICATION FOR:**

(a) An order substantially in the form attached as schedule "A" hereto (the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985 c. C-36, as amended (the "**CCAA**"), *inter alia*:

(i) abridging the time for and validating service of this Notice of Application and the Application Record and dispensing with further service thereof;

(ii) declaring that the Applicant is a company to which the CCAA applies;

(iii) appointing KSV Restructuring Inc. ("the "**Proposed Monitor**") as an officer of this Court to monitor the assets, business and financial affairs of the Applicant (if appointed in such capacity, the "**Monitor**");

(iv) staying, for an initial period of not more than 10 days, all proceedings and remedies taken or that might be taken in respect of the Applicant or its wholly owned subsidiary, LoyaltyOne Travel Services Co. ("**Travel Services**", and together with the Applicant, the "**LoyaltyOne Entities**"), the Monitor, or any of the LoyaltyOne Entities' directors and/or officers (other than those identified in the proposed Initial Order), or affecting the Applicant's business (the "**Business**") or any of the Applicant's current and future assets, undertakings, and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof (collectively, the "**Property**");

(v) authorizing the Applicant to continue to utilize its cash management system and to maintain the banking arrangements in place for the Applicant;

(vi) authorizing the Applicant to pay all amounts related to honouring Collector (defined below) obligations, including customer loyalty and reward programs, incentives, offers and benefits in connection with the AIR MILES® Reward Program (defined below), in the ordinary course of business and consistent with existing policies and procedures, and with the consent of the Monitor, to pay certain critical vendors pre-filing amounts;

(vii) authorizing the Applicant to pay amounts required to comply with the terms of an Amended and Restated Redemption Reserve Agreement dated as of December 31, 2001 (the "**Reserve Agreement**");

(viii) permitting the Monitor to: (i) maintain confidential the list of Collectors with claims in excess of $1,000; and (ii) cause the Applicant to provide notice of this proceeding (this "**CCAA Proceeding**") to same by email or publication notice, notwithstanding section 23 of the CCAA;

(ix) granting the following charges over the Property:

(1) an Administration Charge (as defined in the Initial Order) up to a maximum amount of $2 million; and

(2) a Directors' Charge (as defined in the Initial Order) up to a maximum amount of $10.521 million; and

(b) Such further and other relief as this Court may deem just.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

General

(a) The LoyaltyOne Entities operate the marketing program known as the AIR MILES® Reward Program (the "**AIR MILES® Reward Program**" or "**AIR MILES®**"), which, for over three decades, has influenced customer behaviour, driven profitability, and built long-term relationships with its customers and Canadian consumers;

(b) The AIR MILES® Reward Program is Canada's most recognized coalition marketing program, with over 10 million active Collector (defined below) accounts. Consumers enrolled in the program ("**Collectors**") earn miles ("**Reward Miles**") at more than 300 leading Canadian, global, and online brands and at thousands of retail and service locations across the country. The information generated from Collectors' exercise of their Reward Miles powers an extensive dataset that, along with the Applicant's analytics and marketing capabilities, enables clients (known as "**Partners**") to better inform and refine their marketing activities;

(c) The Applicant operates in a competitive environment and is currently encumbered by significant funded debt imposed on it by its former U.S. parent company.

(d) This CCAA Proceeding follows the pre-filing efforts of the Applicant and its ultimate parent company, Loyalty Ventures Inc. ("**LVI**"), through negotiations with the Credit Agreement Lenders (defined below), and Bank of Montreal ("**BMO**") (the Applicant's largest Partner) to address its challenges and preserve a trusted Canadian loyalty program for the benefit of the Applicant and its stakeholders;

(e) As a result of those discussions, the Applicant and LVI, together with BMO, have developed a path forward to ensure that the AIR MILES® Reward Program will continue to operate. This proposed path forward, which remains subject to the Court's approval in this CCAA Proceeding, includes the following components,

(i) Stalking Horse Purchase Agreement: The Applicant and BMO (in such capacity, the "**Stalking Horse Purchaser**") have entered into the Stalking Horse Purchase Agreement pursuant to which the Stalking Horse Purchaser has agreed to: (i) purchase all or substantially all of the operating assets of the Applicant, including the shares of Travel Services; and (ii) assume certain liabilities associated with the continued operations of the AIR MILES® business on the terms set out therein (the "**Stalking Horse Bid**"). Among other things, the Stalking

Horse Bid is conditional upon: (a) the Stalking Horse Purchase Agreement being selected as the "Successful Bid" as defined therein and in accordance with the proposed SISP (defined below); and (b) an order being granted by the Court approving the Stalking Horse Purchase Agreement. Of critical importance to the Applicant, the Stalking Horse Purchase Agreement provides that the Stalking Horse Purchaser will assume the Applicant's obligations to Collectors, including the obligations under the Reserve Agreement. The Stalking Horse Purchase Agreement provides that all of the Applicant's employees will be offered employment on substantially similar terms to their existing compensation arrangements;

(ii) SISP: The proposed sale and investment solicitation process ("**SISP**") will allow the Applicant to canvass the market to determine if there are any other competing bids that would offer a more favourable outcome, while at the same time the Stalking Horse Purchase Agreement provides stability to the Business and the Applicant's stakeholders. The proposed SISP is a single-phase solicitation process that will allow the Applicant, with the assistance of its financial advisor and the oversight of the Monitor, to build on the work that was done prior to the Spinoff Transaction (defined below) to canvass the market for potential purchasers; and

(iii) DIP Financing Facility: In connection with the SISP, BMO has agreed to provide post filing financing (the "**DIP Financing Facility**") to the

Applicant to allow the Applicant to (i) operate during the SISP; and (ii) advance necessary funds to LVI to ensure that LVI can continue to provide critical services to the Applicant during this CCAA Proceeding and seek relief under the U.S. Bankruptcy Code, including the solicitation of votes on a liquidating plan. If the Applicant does not have access to the DIP Financing Facility, it will be unable to continue operations.

Financial Difficulties

(f) AIR MILES® launched in Canada in 1992 and, from 1998 until November 5, 2021, the ultimate parent of the Applicant (or its corporate predecessors) was the Delaware corporation now known as Bread Financial Holdings, Inc. ("**Bread**").

(g) In November 2021, Bread undertook a transaction (the "**Spinoff Transaction**") to separate the Applicant and certain other affiliates, into a newly created public company that would become LVI;

(h) Through the Spinoff Transaction, Bread required LVI to borrow and the Applicant, among others, to guarantee, US$675 million under a credit agreement dated as of November 3, 2021 between LVI and certain affiliates, as borrowers, the lenders party thereto (the "**Credit Agreement Lenders**"), and Bank of America, N.A., as administrative agent (the "**Credit Agreement**"); required LVI to absorb transaction costs of US$25 million; required LVI to transfer the resulting US$650 million in net debt proceeds to Bread; and

extracted another US$100 million of cash from the balance sheets of the Applicant and other subsidiaries of LVI that would be separated from Bread. The Applicant has granted security over its assets in respect of the guarantee, subject to certain limitations;

(i) Under the transaction documents, Bread caused LVI (purportedly on behalf of the Applicant) to agree to pay over to Bread a tax refund of approximately $100 million to which the Applicant may become entitled within 30 days of receipt thereof and failed to provide the Applicant with sufficient independent resources to operate without certain systems offered under a transition services agreement dated as of November 5, 2021;

(j) As of March 9, 2023, the principal amount outstanding under the Credit Agreement was approximately US$656 million;

Urgent Need for Relief Under the CCAA

(k) The Applicant is insolvent. It cannot meet its liabilities as they come due and, without the protection of the CCAA, it will not be able to complete a going concern transaction for the benefit of stakeholders;

Other Grounds

(l) Those further grounds set out in the Affidavit of Shawn Stewart sworn March 10, 2023 (the "**Stewart Affidavit**");

(m) Those further grounds set out in the pre-filing report of the Proposed Monitor dated March 10, 2023, and the Appendices thereto (the "**Pre-Filing Report**"), to be filed;

(n) The provisions of the CCAA and the inherent and equitable jurisdiction of this Honourable Court;

(o) Rules 2.03, 3.02, 14.05(2) and 16 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg 194, as amended and sections 106 and 137 of the Ontario *Courts of Justice Act,* R.S.O. 1990, c. C-43 as amended; and

(p) Such further and other grounds as counsel may advise and this Honourable Court may permit.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the application:

(a) The Stewart Affidavit and the exhibits attached thereto;

(b) The Pre-Filing Report, to be filed; and

(c) Such further and other evidence as counsel may advise and this Honourable Court may permit.

March 10, 2023

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Lawyers for the Applicant

TAB A

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	**)**	FRIDAY, THE 10th
	)	
JUSTICE CONWAY	**)**	DAY OF MARCH, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

(the "**Applicant**")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an Initial Order was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Shawn Stewart sworn March 10, 2023 and the Exhibits thereto (the "**Stewart Affidavit**") and the pre-filing report dated March 10, 2023 of the proposed monitor, KSV Restructuring Inc. ("**KSV**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, the proposed monitor, and the other parties listed on the counsel slip and no one appearing for any other party although duly served as appears from the affidavit of service of Alec Hoy sworn March 10, 2023, and on reading the consent of KSV to act as the Monitor,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Stewart Affidavit.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and the Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the Stewart Affidavit or, with the prior written consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**"), and that any present or future bank providing the Cash Management System shall: (i) not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System; (ii) be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System; and (iii) be, in its capacity as provider of the Cash Management System, an unaffected creditor under a plan (if any) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable prior to, on, or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) with the prior written consent of the Monitor, amounts owing for goods and services actually supplied to the Applicant, including, without limiting the foregoing, services provided by contractors, prior to the date of this Order, with the Monitor considering, among other factors, whether: (i) the supplier or service provider is essential to the Business and ongoing operations of the Applicant and the payment is required to ensure ongoing supply; (ii) making such payment will preserve, protect or enhance the value of the Applicant's Property or the Business; and (iii) the supplier or service provider is required to continue to provide goods or services to the Applicant after the date of this Order, including pursuant to the terms of this Order;

(c) the fees and disbursements of any Assistants retained or employed by the Applicant, at their standard rates and charges;

(d) all outstanding and future amounts related to honouring Collector obligations, whether existing before or after the date of this Order, including customer loyalty and reward programs, incentives, offers and benefits, in each case incurred in the ordinary course of business and consistent with existing policies and procedures; and

(e) any amounts required to comply with the Reserve Agreement.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicant on or following the date of this Order.

8. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of: (i) employment insurance; (ii) Canada Pension Plan; (iii) Quebec Pension Plan; and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicant or the making of this Order) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, monthly in equal payments on the first day of each month, in advance (but not in arrears) or, with the prior written consent of the Monitor, at such other time intervals and dates as may be agreed to between the Applicant and landlord, in the amounts set out in the applicable lease. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (ii) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Applicant's Property; and (iii) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA, have the right to:

(a) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

(b) pursue all avenues of refinancing of its Business or the Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business.

NO PROCEEDINGS AGAINST THE LOYALTYONE ENTITIES, THEIR BUSINESS OR THEIR PROPERTY

12. **THIS COURT ORDERS** that until and including March 20, 2023 (the "**Initial Stay Period**"), or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**", and collectively, "**Proceedings**") shall be commenced or continued against or in respect of the Applicant, its wholly owned subsidiary LoyaltyOne Travel Services Co./Cie Des Voyages LoyaltyOne ("**Travel Services**" and together with the Applicant, the "**LoyaltyOne Entities**") or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, or the business or property of Travel Services, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the LoyaltyOne Entities or affecting the Business or the Property, or the business or property of Travel Services, are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicant and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the LoyaltyOne Entities or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, or the business or property of Travel Services, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower any of the LoyaltyOne Entities to carry on any business which it is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

14. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by any of the LoyaltyOne Entities, except with the prior written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

15. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the LoyaltyOne Entities or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll and benefit services, accounting services, insurance, transportation services, utility, or other services, to the Business or any of the LoyaltyOne Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by any of the LoyaltyOne Entities or exercising any other remedy provided under the agreements or arrangements, and that any of the LoyaltyOne Entities shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the applicable LoyaltyOne Entities in accordance with the normal payment practices of the applicable LoyaltyOne Entities or such other

practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

16. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

17. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by Subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the LoyaltyOne Entities other than Joseph L. Motes III and any other person who, at any time after November 5, 2021, has served as a director, officer, or employee of (i) Bread Financial Holdings, Inc. f/k/a Alliance Data Systems Corporation ("**Bread**") or (ii) any other entity that, at any time after November 5, 2021, was or is a direct or indirect subsidiary of Bread) (the "**Directors and Officers**") with respect to any claim against the Directors and Officers that arose before the date hereof and that relates to any obligations of any of the LoyaltyOne Entities whereby the Directors and Officers are alleged under any law to be liable in their capacity as the Directors and Officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

18. **THIS COURT ORDERS** that the Applicant shall indemnify the Directors and Officers against obligations and liabilities that they may incur as a director or officer of any of the LoyaltyOne Entities after the commencement of the within proceedings, except to the extent that, with respect to any Director or Officer, the obligation or liability was incurred as a result of such Director's or Officer's gross negligence or wilful misconduct (the "**D&O Indemnity**").

19. **THIS COURT ORDERS** that the Directors and Officers shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $10,521,000, unless permitted by further Order of this Court,

as security for the D&O Indemnity provided in paragraph 18 of this Order. The Directors' Charge shall have the priority set out in paragraphs 30 and 32 hereof.

20. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary: (i) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (ii) the Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 18 of this Order.

APPOINTMENT OF MONITOR

21. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

22. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicant's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the Chapter 11 Cases and such other matters as may be relevant to the proceedings herein;

(c) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(d) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(e) perform such other duties as are required by this Order or by this Court from time to time.

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

24. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

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

26. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor, its directors, officers, employees, counsel and other representatives acting in such capacities shall incur no liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this

Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.

27. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Applicant, PJT Partners LP in its capacity as financial advisor to the Applicant (the "**Financial Advisor**"), and Alvarez & Marsal Inc. in its capacity as operational and restructuring advisor to the Applicant (the "**Restructuring Advisor**") shall be paid their reasonable fees and disbursements, whether incurred prior to, on or subsequent to the date of this Order, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Applicant, the Financial Advisor, and the Restructuring Advisor on a bi-weekly basis.

28. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

29. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, the Applicant's counsel, the Financial Advisor and the Restructuring Advisor shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $2,000,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such advisors, both before and after the making of this Order, provided however that any Transaction Fee earned by the Financial Advisor shall not be secured by the Administration Charge. The Administration Charge shall have the priority set out in paragraphs 30 and 32 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

30. **THIS COURT ORDERS** that the priorities of the Administration Charge and the Directors' Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $2,000,000); and

Second – Directors' Charge (to the maximum amount of $10,521,000).

31. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as

against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

32. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person notwithstanding the order of perfection or attachment; provided that the Charges shall rank behind Encumbrances in favour of (i) any Person with a properly perfected purchase money security interest under the *Personal Property Security Act* (Ontario) or such other applicable legislation, including without limitation Wells Fargo Equipment Finance Company, (ii) the Reserve Trustee in respect of the Reserve Security, and (iii) any Person that has not been served with notice of the application for this Order. The Applicant and the beneficiaries of the Charges shall be entitled to seek priority of the Charges ahead of any Encumbrances over which the Charges may not have obtained priority pursuant to this Order on a subsequent motion including, without limitation, on the Comeback Date (as defined below), on notice to those Persons likely to be affected thereby.

33. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court on notice to parties in interest, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor and the beneficiaries of the Administration Charge and the Directors' Charge, or further Order of this Court.

34. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(c) the payments made by the Applicant pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

35. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property lease.

SERVICE AND NOTICE

36. **THIS COURT ORDERS** that, subject to paragraph 37, the Monitor shall: (i) without delay, publish in the *National Post (National Edition)*, a notice containing the information prescribed under the CCAA in the form attached as Exhibit "Q" to the Stewart Affidavit (the "**Notice**"); and (ii) within five (5) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a copy of the Notice to every known creditor who has a claim against the Applicant of more than $1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Subsection 23(1)(a) of the *CCAA* and the regulations made thereunder.

37. **THIS COURTS ORDERS** that, notwithstanding paragraph 36 of this Order, Subsection 23(1)(a) of the *CCAA*, and the regulations made thereunder, with respect to consumers enrolled in the AIR MILES® Reward Program holding reward miles balances that would entitle them to redeem for items with a value of at least $1,000 (the "**Specified Collectors**"), the Monitor: (i) may satisfy the notice obligation in paragraph 36 (B) hereof by (A) causing the Applicant to email a copy of the Notice to the Specified Collectors at the current email address in the Applicant's records, or, if the Applicant does not have a current email address, (B) publishing the Notice in the manner set out in paragraph 36 hereof and on the website set out in paragraph 38 hereof; and (ii) subject to further Order of the Court, shall not publish information it receives about the

Specified Collectors from the Applicant, shall treat such information as confidential, and shall exclude such information from the list of creditors set out in paragraph 36 hereof.

38. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*, R.R.O. 1990. Reg. 194, as amended (the "**Rules of Civil Procedure**"). Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: https://www.ksvadvisory.com/experience/case/loyaltyone.

39. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide or the CCAA and the regulations thereunder is not practicable, the Applicant, the Monitor and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Applicant's creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown in the books and records of the Applicant and that any such service or distribution shall be deemed to be received on the earlier of (i) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (ii) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern; or (iii) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

40. **THIS COURT ORDERS** that the Applicant, the Monitor and each of their respective counsel are at liberty to serve or distribute this Order, and any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message (including by e-mail) to the Applicant's creditors or other interested parties and their advisors, as applicable. For greater certainty, any such service or distribution shall be deemed to be in satisfaction of a legal or judicial obligation,

and notice requirements within the meaning of Subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

41. **THIS COURT ORDERS** that, except with respect to the Comeback Hearing (as defined below), and subject to further Order of this Court in respect of urgent motions, any interested party wishing to object to the relief sought in a motion brought by the Applicant or the Monitor in these CCAA proceedings shall, subject to further order of this Court, provide the service list in these proceedings (the "**Service List**") with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. (Eastern Time) on the date that is two (2) days prior to the date such motion is returnable (the "**Objection Deadline**"). The Monitor shall have the ability to extend the Objection Deadline after consultation with the Applicant.

COMEBACK HEARING

42. **THIS COURT ORDERS** that the comeback motion in these CCAA proceedings shall be heard on March **[●]**, 2023 (the "**Comeback Hearing**").

GENERAL

43. **THIS COURT ORDERS** that any interested party (including the Applicant) may apply to this Court to vary or amend this Order on not less than five (5) calendar days' notice to the Service List and any other party or parties likely to be affected by the Order sought; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 30 and 32 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

44. **THIS COURT ORDERS** that, notwithstanding paragraph 43 of this Order, the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties hereunder or in the interpretation of this Order.

45. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

46. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

47. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

48. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

INITIAL ORDER

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF APPLICATION

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TAB 2

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

(the "**Applicant**")

AFFIDAVIT OF SHAWN STEWART
(sworn March 10, 2023)

I, Shawn Stewart, of the city of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President of the Applicant and I have served in this position since May 2022. I am also the President of the Applicant's wholly owned subsidiary, LoyaltyOne Travel Services Co./Cie Des Voyages LoyaltyOne ("**Travel Services**"), which is not an applicant in this proceeding (this "**CCAA Proceeding**") but is the subject of certain relief sought in the Application (defined below). As such, I am familiar with the day-to-day operations, business, financial affairs, and books and records of the Applicant and Travel Services (together, the "**LoyaltyOne Entities**") and I have personal knowledge of the LoyaltyOne Entities and the matters contained in this Affidavit. Where I do not possess personal knowledge, I have stated the source of my information and, in all such cases, believe it to be true.

2. All references to currency in this Affidavit are references to Canadian dollars unless otherwise indicated. For ease of reference, this Affidavit is organized as follows:

I. OVERVIEW

3. This Affidavit is sworn in support of an application (the "**Application**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") for an order (the "**Initial Order**") in respect of the Applicant, among other things:

(a) declaring that the Applicant is a "debtor company" to which the CCAA applies;

(b) appointing KSV Restructuring Inc. ("**KSV**" or the "**Proposed Monitor**") to monitor the assets, business, and affairs of the Applicant (if appointed in such capacity, the "**Monitor**");

(c) staying, for an initial period of not more than 10 days (the "**Initial Stay Period**"), all proceedings and remedies taken or that might be taken in respect of any of the LoyaltyOne Entities, the Monitor or certain of the LoyaltyOne Entities' directors and/or officers (collectively, the "**Directors and Officers**"),[1] or affecting the Applicant's business (the "**Business**") or any of the Applicant's current and future assets, undertakings, and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof (collectively, the "**Property**"), except with the written consent of the Applicant and the Monitor, or with leave of the Court (the "**Stay of Proceedings**");

[1] "Directors and Officers" includes the former, current or future directors or officers of any of the LoyaltyOne Entities other than Joseph L. Motes III and any other person who, at any time after November 5, 2021, has served as a director, officer, or employee of (i) Bread or (ii) any other entity that, at any time after November 5, 2021, was or is a direct or indirect subsidiary of Bread.

(d) authorizing the Applicant to continue to utilize the Cash Management System (defined below) and to maintain the banking arrangements currently in place for the Applicant;

(e) authorizing the Applicant to pay: (i) all amounts related to honouring Collector obligations, including customer loyalty and reward programs, incentives, offers and benefits in connection with the AIR MILES® Reward Program (as such terms are defined below) in the ordinary course of business and consistent with existing policies and procedures; and (ii) with the consent of the Monitor, the pre-filing amounts of certain critical Corporate Vendors' (defined below);

(f) authorizing the Applicant to pay any amounts required to comply with the terms of the Reserve Agreement (defined below);

(g) permitting the Monitor to maintain as confidential the list of Specified Collectors (defined below) and to provide notice of this CCAA Proceeding to same by email or publication notice, notwithstanding section 23 of the CCAA; and

(h) granting the following charges (collectively, the "**Charges**") over the Applicant's Property:

(i) the Administration Charge (defined below) up to a maximum amount of $2 million; and

(ii) the Directors' Charge (defined below) up to a maximum amount of $10.521 million.

4. If the proposed Initial Order is granted, the Applicant intends to bring a motion within 10 days (the "**Comeback Hearing**") to seek:

(a) an order (the "**SISP Approval Order**"), among other things:

(i) authorizing and empowering the Applicant's entry, *nunc pro tunc*, into the definitive purchase agreement dated March 10, 2023 between the Applicant, as seller, and Bank of Montreal ("**BMO**") (the Applicant's largest customer), as purchaser (the **"Stalking Horse Purchaser"**), with such minor amendments as may be acceptable to each of the parties thereto, with the approval of the Monitor (the "**Stalking Horse Purchase Agreement**");

(ii) approving the Bid Protections (defined below) set forth in the Stalking Horse Purchase Agreement and authorizing the Applicant to pay the amounts in respect of the same to the Stalking Horse Purchaser (or as it may direct) in the circumstances and manner described in the Stalking Horse Purchase Agreement;

(iii) granting a Court-ordered charge (the "**Bid Protections Charge**") over the Applicant's Property in favour of the Stalking Horse Purchaser as security for payment of the Bid Protections, with the priority set out therein;

(iv) approving a sale and investment solicitation process in which the Stalking Horse Purchase Agreement will be used as the "stalking horse bid" (the "**SISP**"), and authorizing the Applicant to implement the SISP pursuant to its terms;

(v) authorizing and directing the Applicant, PJT Partners LP, as financial advisor to the Applicant in this CCAA Proceeding (the "**Financial Advisor**"), and the Monitor, to perform their respective obligations and

do all things reasonably necessary to perform their obligations under the SISP; and

(vi) declaring that the Financial Advisor and the Monitor, and their respective affiliates, partners, directors, employees, agents, and controlling persons, shall have no liability with respect to any losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent such losses, claims, damages or liabilities result from the gross negligence or willful misconduct of the Monitor or the Financial Advisor, as applicable, in performing their obligations under the SISP, as determined by this Court; and

(b) an amended and restated Initial Order (the "**ARIO**"), among other things:

(i) authorizing the Applicant to: (i) enter into the DIP Term Sheet (defined below) and approving the Applicant's ability to borrow under the interim financing facility set out therein (the "**DIP Financing Facility**") with BMO as lender (in such capacity, the "**DIP Lender**") in the maximum principal amount of US$70 million; and (ii) comply with its obligations under the DIP Term Sheet;

(ii) granting the DIP Lender's Charge (defined below);

(iii) authorizing the Applicant to make senior secured superpriority advances to its ultimate parent company, Loyalty Ventures Inc. ("**LVI**") pursuant to the terms of a term sheet between the Applicant, as lender, and LVI, as borrower, which loans will be granted first priority security in favour of the Applicant over the U.S. Debtors' (defined below) current and future

assets, undertakings, and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof pursuant to an order of the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**") issued in proceedings commenced by LVI and certain other affiliates of the Applicant (the "**U.S. Debtors**") under chapter 11 of title 11 of the United States Code (collectively, the "**U.S. Proceedings**");

(i) extending the Stay of Proceedings until May 18, 2023;

(ii) increasing the maximum amount of the Administration Charge to $3 million;

(iii) increasing the maximum amount of the Directors' Charge to $15.409 million;

(iv) approving two employee retention plans (the "**Employee Retention Plans**") and granting a charge for the benefit of the participants in the Employee Retention Plans (the "**Employee Retention Plans Charge**") in the amount of $5.350 million; and

(v) approving the Financial Advisor Charge (defined below) up to the maximum amount of US$6 million.

5. The LoyaltyOne Entities operate the marketing program known as the AIR MILES® Reward Program (the "**AIR MILES® Reward Program**" or "**AIR MILES®**"). For over three decades, the AIR MILES® Reward Program has influenced customer behaviour, driven profitability, and built long-term relationships with Partners (defined below) and Canadian consumers.

6. The AIR MILES® Reward Program is Canada's most recognized coalition marketing program, with over 10 million active collector accounts.[2] Consumers enrolled in the program ("**Collectors**") earn miles ("**Reward Miles**") at more than 300 leading Canadian, global, and online brands and at thousands of retail and service locations across the country. The information generated from Collectors' exercise of their Reward Miles powers an extensive dataset that, along with the Applicant's analytics and marketing capabilities, enables clients (known as "**Partners**")[3] to better inform and refine their marketing activities.

7. Historically, the AIR MILES® Reward Program has focused on contracts under which Partners pay a fee per Reward Mile issued to and, in certain instances, when redeemed by, the Collectors. In return, the Applicant provides marketing and all customer service, rewards, and redemption management for the AIR MILES® Reward Program. More recently, the Applicant has expanded its business model to include alternative structures and additional Partners, offering more ways to issue Reward Miles to Collectors, including through credit card-linked offers and commission-based sales.

8. The Applicant operates in a competitive environment and is currently encumbered by significant funded debt imposed on it by its former U.S. parent company pursuant to a Spinoff Transaction (defined and described below). This CCAA Proceeding follows the pre-filing efforts of the Applicant and its ultimate parent company, LVI, through negotiations with the Credit Agreement Lenders (defined below), the Stalking Horse Purchaser, and BMO (the Applicant's largest Partner), to address its challenges and preserve a trusted Canadian loyalty program for the benefit of the Applicant and its stakeholders, including among others, the Collectors and the Applicant's approximately 750 employees.

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[2] This figure is based on the number of active Collector accounts in the preceding 24-month period.

[3] Historically, the Applicant has referred to its customers as "Sponsors". As the program's reach has expanded, the Applicant has transitioned to use the broader term "Partners" to cover both the traditional "Sponsors" and the customers who participate in the AIR MILES® Reward Program through the additional lines of business described below.

9. As described in more detail below, the Applicant and LVI, together with BMO, as the Stalking Horse Purchaser, have developed a path forward to ensure that the AIR MILES® Reward Program will continue to operate. This proposed path forward, which remains subject to the Court's approval in this CCAA Proceeding, includes the following components,

(a) Stalking Horse Purchase Agreement: The Applicant and BMO as Stalking Horse Purchaser have entered into the Stalking Horse Purchase Agreement pursuant to which the Stalking Horse Purchaser has agreed to: (i) purchase all or substantially all of the operating assets of the Applicant, including the shares of Travel Services; and (ii) assume certain liabilities associated with the continued operations of the AIR MILES® business on the terms set out therein (the "**Stalking Horse Bid**"). Among other things, the Stalking Horse Bid is conditional upon: (a) the Stalking Horse Purchase Agreement being selected as the "**Successful Bid**" as defined in and in accordance with the proposed SISP; and (b) an Approval and Vesting Order (defined below) being granted by the Court approving the Stalking Horse Purchase Agreement. Of critical importance to the Applicant, the Stalking Horse Purchase Agreement provides that the Stalking Horse Purchaser will assume the Applicant's obligations to Collectors, including the obligations under the Reserve Agreement. The Stalking Horse Purchase Agreement provides that all of the Applicant's employees will be offered employment on substantially similar terms to their existing compensation arrangements;

(b) SISP: The proposed SISP will allow the Applicant to canvass the market to determine if there are any other competing bids that would offer a more favourable outcome to its stakeholders, while at the same time the Stalking Horse Purchase Agreement provides critical stability to the Business and the Applicant's stakeholders. The proposed SISP is a single-phase solicitation process that will

allow the Applicant, with the assistance of the Financial Advisor and the oversight of the Monitor, to build on the work that was done prior to the Spinoff Transaction to canvass the market for potential purchasers; and

(c) DIP Financing Facility: In connection with the SISP, BMO, as DIP Lender, will provide the DIP Financing Facility to the Applicant to allow the Applicant to (i) operate during the SISP; and (ii) advance necessary funds to its ultimate parent company, LVI, to ensure that LVI can continue to provide critical services to the Applicant during this CCAA Proceeding and conduct the U.S. Proceedings. If the Applicant does not have access to the DIP Financing Facility, it will be unable to continue operations.

10. The schedule contemplated in the SISP anticipates a transaction approval hearing in mid-May 2023. The proposed path forward provides for a relatively short CCAA proceeding to minimize disruption to the Business.

11. The Applicant is insolvent. In addition to its operating liabilities and its obligations to Collectors, the Applicant has guaranteed the obligations arising under the Credit Agreement (defined and described below) and has granted security over its assets in respect of the guarantee, subject to certain limitations. As of March 9, 2023, the principal amount of loans outstanding under the Credit Facilities is approximately US$656 million (plus approximately US$8 million in letters of credit).

12. The purchase price under the Stalking Horse Purchase Agreement is US$160 million subject to certain adjustments, plus the assumption of certain operating liabilities. As such, it is expected that proceeds from a transaction – whether pursuant to the Stalking Horse Purchase Agreement or another transaction identified in the SISP – after satisfaction of priority amounts, will flow to the benefit of the Credit Agreement Lenders given the significant secured obligations owed to them and the likelihood that they will suffer a very significant shortfall.

13. Simultaneously with the commencement of this CCAA Proceeding, the U.S. Debtors commenced the U.S. Proceedings to, among other things, address the U.S. Debtors' obligations under the Credit Agreement. Neither the Applicant nor Travel Services (which is not a guarantor under the Credit Agreement) is a debtor in the U.S. Proceedings.

II. BACKGROUND

A. Corporate History and Structure

14. The Applicant is the main operating entity in respect of the AIR MILES® Reward Program. The Applicant is a Nova Scotia unlimited liability company. The Applicant was incorporated as Loyalty Management Group Canada Inc., on May 23, 1990 under Ontario's *Business Corporations Act*, R.S.O. 1990, c. B-16. In the period between 1990 and 2021, that corporation underwent a series of amalgamations and corporate continuances, most recently with the January 1, 2021 amalgamation of LoyaltyOne, Co. with ClickGreener Inc. under Nova Scotia's *Companies Act*, R.S.N.S. 1989, c. 81 (the "**NSCA**") resulting in the Applicant in its current corporate form.

15. The Applicant's headquarters and primary place of business is located at 351 King Street East in Toronto. Its registered office is the office of its Nova Scotia counsel in Halifax, Nova Scotia. The Applicant's sole member is LVI Lux Financing S.ar.l, a Luxembourg-based entity. A copy of the Applicant's corporate profile current as of March 6, 2023 is attached hereto as **Exhibit "A"**.

16. Travel Services, as agent for the Applicant, arranges travel services for Collectors in exchange for the redemption of Reward Miles, for cash, or for a combination of the redemption of Reward Miles and cash. Travel Services is a travel agent licensed under Ontario's *Travel Industry Act, 2002*, S.O. 2002, c. 30, Sch. D, Quebec's *Travel Agents Act*, C.Q.L.R. c. A-10, and various other provincial travel regulations (collectively, the "**Travel Acts**"). Travel Services also holds certain insurance required by the applicable provincial regulators and operates separate accounts as required by regulation. Travel Services' shares are pledged as security for the obligations under the Credit Agreement. Travel Services was first incorporated in Ontario on February 21,

1992 and was continued as an unlimited liability company under the NSCA on March 21, 2014. The Applicant is the sole member of Travel Services. A copy of the corporate profile for Travel Services current as of March 6, 2023 is attached hereto as **Exhibit "B"**.

17. LVI is a public Delaware corporation and its stock is currently listed on the NASDAQ.[4] A copy of an organizational chart showing LVI and its subsidiaries is attached hereto as **Exhibit "C"**.

B. The Spinoff Transaction

18. AIR MILES® launched in Canada in 1992. From 1998 until November 5, 2021, the ultimate parent of the Applicant (or its corporate predecessors) was the Delaware corporation now known as Bread Financial Holdings, Inc. ("**Bread**").

19. Bread's loyalty programs business line (the "**Loyalty Programs Business**") included both: (i) AIR MILES®; and (ii) the "BrandLoyalty" business.

20. Prior to the Spinoff Transaction, the Loyalty Programs Business faced certain market challenges. Retailers were increasingly able to bring such programs in-house or shift their business among competing providers of reward programs. BrandLoyalty, in particular, faced substantial competition in what has historically been a relatively low-margin business.

21. Rather than investing in the Loyalty Programs Business to adapt it to these emerging market trends, in November 2021, Bread undertook a transaction (the "**Spinoff Transaction**") to separate the Loyalty Programs Business into a newly created public company. To effect the Spinoff Transaction, Bread appointed a long time employee, Joseph L. Motes III ("**Motes**"), who

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[4] In addition to the Applicant and the AIR MILES® Reward Program, LVI, through certain of its subsidiaries, operates the Netherlands-based "BrandLoyalty" business, which is focused on purpose-driven, tailor-made campaign-based loyalty solutions for grocers and other high-frequency retailers. On March 1, 2023, LVI Lux Financing S.àr.l, a wholly-owned indirect subsidiary LVI, entered into a Sale and Purchase Agreement with Opportunity Partners B.V., (the "**BL Buyer**"), pursuant to which the BL Buyer agreed to acquire 100% of all issued and outstanding shares in the capital of Apollo Holdings B.V., which is the legal and beneficial owner, directly or indirectly, of all of the shares of the subsidiaries of LVI that constitute its BrandLoyalty business. The transaction is subject to certain regulatory approvals and, subject to the definitive terms set out in the agreement, may be terminated by either party if the sale is not completed by July 1, 2023.

was also the sole director of the Applicant at the time, to act as the sole director of the newly created subsidiary. Following the Spinoff Transaction, LVI would be owned 19% by Bread, with the balance owned by Bread's shareholders.

22. As a condition of the Spinoff Transaction, Bread required: (i) LVI to borrow and the Applicant, among others, to guarantee, US$675 million pursuant to the Credit Agreement (defined below); (ii) LVI to absorb transaction costs of US$25 million; and (iii) LVI to transfer the resulting US$650 million in net debt proceeds to Bread (so that neither LVI nor the Applicant obtained any benefit from debt and guarantee obligations incurred). Bread also extracted another US$100 million of cash from the balance sheets of the Applicant and other subsidiaries that comprised the Loyalty Programs Business.

23. As part of the Spinoff Transaction, Bread caused LVI to enter into several significant agreements, including, among others:

(a) Tax Matters Agreement, dated as of November 5, 2021 (the "**TMA**"): The TMA addresses the rights and obligations of Bread, LVI, and, purportedly, their respective subsidiaries (allegedly including the Applicant) with respect to various tax obligations and refunds. Under the TMA, Bread caused LVI (purportedly on behalf of the Applicant) to agree to pay over to Bread a tax refund of approximately $100 million to which the Applicant may become entitled within 30 days of receipt thereof. A copy of the TMA is attached hereto as **Exhibit "D"**;

(b) Transition Services Agreement, dated as of November 5, 2021 (the "**TSA**"): The TSA provides that, despite the restructuring and the Spinoff Transaction, Bread and LVI would continue to provide each other with certain services in substantially the same form as they did during the previous year and LVI would make a monthly payment to Bread for such services. The Applicant was a beneficiary of a number of the services provided by Bread under the TSA and cannot operate without such

services. Historically, the Applicant's portion of the TSA payment (which it remitted to LVI) was approximately US$165,000 per month. Prior to the filing date, pursuant to the TSA, LVI assigned a portion of the services under the TSA to the Applicant such that the Applicant is a direct beneficiary under the TSA at this time. A copy of the TSA (without schedules) is attached hereto as **Exhibit "E"**; and

(c) Employee Matters Agreement, dated as of November 5, 2021 (the "**Employee Matters Agreement**"): The Employee Matters Agreement provides for the allocation of employees, employee compensation and benefit plan and programs between Bread and LVI. A copy of the Employee Matters Agreement is attached hereto as **Exhibit "F"**.

24. In sum, Bread caused LVI to borrow (and the Applicant to guarantee) US$675 million in debt and to absorb approximately US$25 million of the costs of the debt issuance and other transaction costs associated with the Spinoff Transaction. Concurrently, Bread took distributions from LVI and the Loyalty Programs Business in an aggregate amount of US$750 million, consisting of US$650 million in debt proceeds, along with US$100 million of cash swept from the entities that would become LVI's subsidiaries. Bread also purported to take the Applicant's tax refund for itself and failed to provide the Applicant with sufficient independent resources to operate without the systems offered by Bread under the TSA.

25. In connection with the U.S. Proceedings and as part of the Global Transactions, LVI intends to form a liquidating trust in the United States.

III. BUSINESS OF THE APPLICANT

A. The AIR MILES® Reward Program

26. The AIR MILES® Reward Program is a full-service outsourced loyalty program, which assists its Partners in acquiring and retaining loyal and continuing customers. The economic driver of the business is focused on a small group of Partners (historically called "**Sponsors**"),

who pay the Applicant a fee (the "**Issuance Fee**") per Reward Mile issued to and/or redeemed by the Collectors, in return for which the Applicant provides a number of services to both Partners and Collectors, including, but not limited to, all marketing (including the use of the AIR MILES® Reward Miles brand), analytics, customer services, and redemption management. The Applicant also offers its Partners other ways to issue Reward Miles, including by paying a commission per Reward Mile to the Applicant. The Applicant uses the information gathered through the AIR MILES® Reward Program to help Partners design and implement effective marketing programs.

27. Reward Miles are divided into two categories based on the type of rewards for which Collectors can redeem them: (i) miles that can be instantly redeemed toward in-store purchases at participating Partners ("**AIR MILES® Cash Miles**"); and (ii) miles that can be redeemed for travel, merchandise, donations, or other rewards ("**AIR MILES® Dream Miles**"). Collectors can choose how to allocate earned Reward Miles between the two categories.

28. The three primary parties involved in the AIR MILES® Reward Program are: Partners, Collectors, and suppliers of travel and other rewards (the "**Reward Suppliers**").

i) Partners

29. The AIR MILES® Reward Program provides its Partners with a way to reward their loyal customers by issuing Reward Miles. Collectors enrolled in the program collect Reward Miles and thereafter redeem for goods and services.

30. Under traditional Partner contracts, known as "Program Participation Agreements", the Applicant grants each Partner a licence to issue Reward Miles to Collectors in the AIR MILES® Reward Program. The Collectors, in turn, may redeem the Reward Miles for travel and other rewards procured from Reward Suppliers by the Applicant, subject to the terms and conditions of the AIR MILES® Reward Program (the "**Terms and Conditions**"). Certain Partners may also issue Reward Miles to their employees or affiliates as part of the Partner's employee incentive plans.

31. All active Partners with traditional Program Participation Agreements (except for one) pay the Applicant the Issuance Fee, and in return for each Reward Mile issued. A significant majority of Reward Miles (approximately 92%) are issued under this model. The Applicant also maintains one active agreement where the fees for Reward Miles are earned and billed in two stages: (i) upon issuance of a Reward Mile by the Partner; and (ii) upon redemption by the Collectors. To secure payment of those redemption fees, the Partner has provided the Applicant with a guarantee and a letter of credit.

32. The Program Participation Agreements also provide for cooperation on marketing and advertising activities to promote the Partner's participation in the AIR MILES® Reward Program.

33. BMO is the Applicant's most significant Partner. BMO participates in the AIR MILES® Reward Program under a Program Participation Agreement, issues AIR MILES® co-branded credit cards, and subscribes for additional services from AIR MILES® to assist in its marketing activities. In 2022, BMO issued approximately 50**%** of all Reward Miles issued. Further, of those Collectors holding Reward Miles balances that would entitle them to redeem for items with a cost to the Applicant of at least $1,000 (the "**Specified Collectors**"), 60% also hold AIR MILES® co-branded credit cards with BMO. Certain of the other Partner contracts have provisions requiring that BMO or another financial institution remain actively engaged in the AIR MILES® Reward Program.

ii) Collectors

34. Collectors earn Reward Miles principally by shopping at Partners participating in the AIR MILES® Reward Program. Collectors can also earn Reward Miles using certain co-branded credit cards issued by institutions such as BMO (earning Reward Miles by using the credit cards, rather than transacting with a Partner) or through the other programs described below.

35. In 2021, the AIR MILES® Reward Program celebrated the issuance of its 100 billionth Reward Mile. The AIR MILES® Reward Program has loyal Collectors, some of whom have

redeemed for once in a lifetime experiences or luxury goods. Collectors who redeem their AIR MILES® Dream Miles typically do so within approximately 38 months of issuance (and approximately 7 months for AIR MILES® Cash Miles)**.** Approximately 473,000 Collectors have Reward Miles that would entitle them to redeem for value in excess of $1,000 at any given time. Pursuant to the Terms and Conditions of the AIR MILES® Reward Program, Reward Miles have no cash value and cannot be converted into any currency.

iii) Reward Suppliers

36. The Applicant has entered into agreements with Reward Suppliers, including airlines, manufacturers of consumer electronics, supplier platforms, e-gift card providers, and others to supply rewards for the AIR MILES® Reward Program. Reward Suppliers include well-recognized companies in diverse industries, including travel, hospitality, electronics, and entertainment.

37. Collectors can redeem AIR MILES® Dream Miles when booking a travel-related service (such as flights, hotels, car rentals, or cruises) through Travel Services, which operates as agent for the Applicant.[5] The Applicant's largest travel Reward Suppliers include, among others, Air Canada, WestJet, and a number of tour operators. The Applicant has contracts with certain travel providers to access flights and other travel services which provide incentives (such as volume discounts and preferential pricing) for bookings made pursuant to these contracts. The Applicant, through Travel Services, also earns commissions on certain travel bookings.

38. Collectors can also redeem AIR MILES® Dream Miles for electronics or other consumer goods. For most items offered through the AIR MILES® catalogue, the Applicant contracts with third-party vendors and logistics providers to purchase, warehouse and ship products to Collectors. The Applicant owns a limited amount of merchandise for high volume items, which is

[5] Collectors can also earn Reward Miles by using Travel Services' travel agency services and paying with a credit card.

purchased directly from the Reward Suppliers, then stored and shipped by the same third-party logistics provider.

39. Collectors who have obtained "Onyx" status in the AIR MILES® Reward Program have access to a specialized service (the "**Personal Shopper Service**"), which allows Collectors to redeem AIR MILES® Dream Miles for items which are not listed in the AIR MILES® catalogue. The Personal Shopper Service will source the requested item, provide a quote in AIR MILES® Dream Miles, and ship the item to the Collector if the quote is accepted by the Collector. Items acquired through the Personal Shopper Service are typically purchased on company credit cards, which are then repaid with funds from the Reserve Account (defined below).

iv) Other Partners and Lines of Business

40. As the AIR MILES® business has evolved, it has added new types of partnerships to expand opportunities for Collectors to earn and redeem Reward Miles. These partnerships include, among other things: (i) "Card-Linked Offers", which allow consumers to link their Mastercard credit card to their AIR MILES® account to earn Reward Miles; (ii) "AirMilesShops.ca", which allows Partners and Reward Suppliers to market products to Collectors through an online marketplace; and (iii) time-limited partnerships where the Applicant offers Collectors the opportunity to earn Reward Miles through a Partner business during a promotional campaign, without the Partner signing a full Program Participation Agreement. In return, the Applicant offers the Partners analytics regarding the results of their marketing campaigns.

v) The Reserve Account

41. In 2001, to assure Collectors and Partners that funds would be available to satisfy the Applicant's obligations to provide rewards for redeemed Reward Miles, the Applicant's corporate predecessor established a pool of assets (the "**Reserve Account**") to hold a significant portion of the consideration received by the Applicant from Partners.

42. The documents governing the Reserve Account include the Amended and Restated Redemption Reserve Agreement dated as of December 31, 2001 between Loyalty Management Group Canada Inc. (a corporate predecessor of the Applicant) and Royal Trust Corporation of Canada (a predecessor to the current trustee, RBC Investor Services Trust) (the "**Reserve Trustee**"), (as amended pursuant to an amending agreement dated as of January 1, 2006, the "**Reserve Agreement**") and the related security agreement (the "**Reserve Security**"). Copies of the Reserve Agreement and the Reserve Security are attached hereto as **Exhibits "G"** and **"H".** Certain of the Applicant's contracts with its Partners contain additional terms and conditions with respect to the Reserve Agreement.

43. The Reserve Agreement sets out the obligations of the Applicant to fund and operate the Reserve Account, and to distribute assets from the Reserve Account upon the occurrence of certain events of termination. The Applicant is required to maintain the Reserve Account in an amount equal to the value of the actual and reasonably expected redemptions of Reward Miles, taking into account the time value of money (the "**Required Reserve Amount**").

44. In respect of the Reserve Account, the Reserve Agreement also requires the Applicant to deliver to the Reserve Trustee, once per month in relation to the previous month, a certificate signed by any officer or director of the Applicant which sets forth: (i) the Required Reserve Amount; (ii) the value of the Reserve Account; (iii) the amount of any deficiency or excess in the Reserve Account compared to the Required Reserve Amount; and (iv) the value of any deposit required to correct such deficiency.

45. Further, at least once per year, the Applicant is required to deliver to the Reserve Trustee a certificate, opinion or other document prepared by a nationally recognized accounting firm in Canada or the United States certifying that, as of the end of the Applicant's most recent fiscal year, the value of the Reserve Account is at least equal to the Required Reserve Amount, and the amount of excess reserve funds, if any.

46. For the month ending December 31, 2022, the Applicant was required to fund approximately $3.1 million into the Reserve Account, following delivery of the monthly certificate. However, for the month ending January 31, 2023, the Reserve Account was in a surplus position, due in part to performance of the Applicant's investments. The reserve certificate for February 2023 is not yet available. As of March 2, 2023, the Reserve Account had a balance of approximately US$566 million.

47. The Reserve Security creates, in favour of the Reserve Trustee, a pledge of the Reserve Account as security for: (i) the Applicant's obligations to Collectors at such time under the Terms and Conditions to provide redemption awards in respect of "Immediately Redeemable" Reward Miles; and (ii) the performance by the Applicant of its obligations under the Reserve Agreement and Reserve Security.

48. The security granted to the Credit Facility Agent (defined below) in connection with the Credit Agreement specifically excludes the funds in the Reserve Account.

B. Intellectual Property

49. The Applicant is the exclusive Canadian licensee of the AIR MILES® family of trademarks (the "**Trademarks**") and certain other intellectual property pursuant to license agreements with AM Royalties Limited Partnership ("**AM Royalties**"), an entity that is not related to the Applicant, for which the Applicant pays a royalty fee. In 2022, the Applicant paid approximately $6.8 million (excluding taxes) for licensing fees (which fees are paid quarterly).

50. The Trademarks and other licensed intellectual property rights are foundational components of the Applicant's business. Specifically, the Trademarks are vital assets for their branding, corporate identification, and marketing of their services in each business segment. The Applicant has operated under an arm's length licensing structure since 1992 through a series of licensors who held these intellectual property rights.

51. Under the current arrangement with AM Royalties, the Applicant prosecutes trademark applications for AM Royalties, enforces the Trademarks on behalf of AM Royalties and ensures that Partners and program participants use the Trademarks correctly and properly identify AM Royalties as the source of origin of the Trademarks. The Applicant, as exclusive master licensee of the AIR MILES® family of Trademarks, together with AM Royalties, is a party to a number of Settlement and Co-existence Agreements with third parties confining and fencing in third-party use of third-party trademarks that might otherwise infringe.

C. Employees

52. As of March 6, 2023, the Applicant employed approximately 750 people across Canada (including approximately 70 who are on leave).

53. The vast majority of employees work remotely, with a small group (approximately 20) working from the Toronto headquarters on a regular basis. Approximately 700 of the employees are located in Ontario, but there are employees working remotely in British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, and Nova Scotia.

54. None of the employees are unionized. The Applicant does not sponsor any registered pension plans. Employee wages and source deductions are current and the next payroll is payable March 10, 2023. Consistent with past practice, payroll was pre-funded to the payroll provider prior to the payroll date.

55. Employees are paid wages or salary earned on a biweekly basis on Fridays. Pursuant to the TSA, the Applicant uses a platform licensed by Bread to record and process employee information. The Applicant has its own relationship with ADP for payroll processing and the collection and remittance of related source deductions, based on information generated under the TSA.

56. The Applicant offers an annual incentive compensation plan (the "**Annual Incentive Plan**") for eligible permanent salaried employees. The Annual Incentive Plan has historically been

based on a formula, which includes individual and corporate performance metrics applied against a percentage dictated by the employee's employment terms. All bonus payments for 2022, including payments for employees who were terminated in 2022, were paid out in February 2023.

57. The Applicant, through LVI, has also historically offered certain employees restricted stock units and cash-based awards, including pursuant to the Employee Matters Agreement as required by Bread in the Spinoff Transaction. In light of the U.S. Proceedings, these LVI programs will be discontinued. Prior to the filing date, the Applicant paid out certain limited pre-filing compensation (approximately $135,000) to employees who had received cash awards under an LVI program that was terminated by LVI and for which the employees had been required to prepay the applicable taxes as a result of the terms of the Employee Matters Agreement.

58. The Applicant offers a group registered retirement savings plan (the "**Group RRSP**") and deferred profit-sharing plan (the "**DPSP**") for full-time and part-time employees as of their date of hire. The Applicant makes matching employer contributions to the Group RRSP at a rate of 100% on the first 1% to 5% of the employee's earnings. The Group RRSP and DPSP are administered by Sun Life Financial. The Applicant made approximately $2.5 million in matching contributions in 2022. The Applicant has also historically offered a Supplemental Executive Retirement Plan (the "**SERP**"), in which there are only five current participants with total claims of approximately $70,000.

59. Employees are eligible to participate in certain benefit plans which vary depending on the employee's role. The Applicant also provides other benefits for eligible employees including: (i) a long-term incentive program; (ii) an annual executive medical; (iii) a subscription to Headspace; (iv) a computer purchase program; and (v) a tuition reimbursement.[6]

[6] BrandLoyalty's Canadian employees receive their benefits though the Applicant's benefit plans, and the Applicant is reimbursed for these charges. BrandLoyalty's employees are in the process of being transitioned off of these programs.

60. The Applicant also has a severance policy which, depending on their level and years of service, provides employees with a minimum of 4 weeks of notice and a maximum of 104 weeks.

61. The Applicant presently intends to continue the ordinary course contributions, deductions, payment of premiums and operation of the Group RRSP, DPSP, and other employee benefit plans, other than the Annual Incentive Plan, the long-term incentive plan, and the SERP, during this CCAA Proceeding. The proposed Initial Order authorizes the Applicant to make all wage and expense payments, all outstanding and future employee benefit premiums, all outstanding and future contributions or deductions in respect of the Group RRSP and DPSP and all other benefit programs in the ordinary course of business and consistent with existing compensation policies and arrangements (with the exception of termination and severance payments).

D. Leases

62. As set out below, the Applicant is party to leases for four office locations in Toronto, Montreal, Calgary, and Vancouver.

63. In Toronto, the Applicant is the tenant under a lease for office space at 351 King Street East and a second lease for certain storage space (together and as amended, the "**Toronto Lease**"). The Toronto Lease includes approximately 200,000 square feet in the building over 6 floors and is used as the Applicant's headquarters. The Toronto Lease currently expires in March 2033. The Applicant has three active subleases in respect of space on four of the six floors under the Toronto Lease. The Canadian affiliate of BrandLoyalty also pays a small amount to the Applicant for use of its office space in Toronto, which will be discontinued on the closing of the sale of BrandLoyalty. The Applicant is also party to a lease for data centre space in two Toronto locations.

64. In Calgary, the Applicant is the tenant under a lease for approximately 8,150 square feet of office space at 150 9th Avenue SW (the "**Calgary Lease**"). The current lease expires at the

end of November 2029. This office space has been subleased to a third-party for a term expiring in June 2026.

65. In Montreal, the Applicant is the tenant under a lease for approximately 8,000 square feet of office space at 2900 - 1800 McGill College Avenue (the "**Montreal Lease**"), which expires at the end of December 2026. This office space has been subleased to a third-party for the balance of the lease term.

66. In Vancouver, the Applicant is the tenant of a lease for office space of approximately 100 square feet at 908 - 938 Howe Street, on a month-to-month basis (the "**Vancouver Lease**"). The office is necessary to comply with applicable travel agency regulations in British Columbia.

E. Tax Matters and Disputes

67. The Applicant remits federal goods and services/harmonized sales taxes and provincial sales taxes ("**GST/HST/PST**") on a monthly basis in an approximate amount of $3-4 million per month. The Applicant also remits federal and provincial taxes for payroll and related source deductions through its payroll providers and remits income tax installments as required.

68. The Applicant has an outstanding dispute with Canada Revenue Agency and the provincial taxing authorities (the "**CRA**") regarding certain corporate income taxes. In 2015, the CRA began an audit of the Applicant's 2013 income tax return. In December 2019, the CRA issued an assessment denying the Applicant's deduction of a "reasonable reserve" in connection with the provision of services to be rendered and provided after the end of the year. The approximately $349 million denied deduction resulted in the assessment of approximately $110 million owing (inclusive of interest and penalties). In July 2020, the Applicant filed an appeal with the Tax Court of Canada to have the 2013 assessment overturned. To date, the Applicant has satisfied approximately $97 million of the amounts assessed and it continues to dispute the 2013 assessment. To the extent the Applicant is successful, it would be entitled to a refund of amounts

previously paid. Pursuant to the TMA, which the Applicant did not sign or agree to, the Applicant is purportedly obligated to turn over such amounts to Bread, if received.

69. I am not aware of any other outstanding amounts or disputes in respect to the Applicant's federal or provincial tax obligations.

F. Cash Management

70. The Applicant maintains four bank accounts for corporate expenses and one bank account for rewards transactions at BMO (together, the "**LO Operations Accounts**"). The LO Operations Accounts are used for operational purposes, including payments to Reward Suppliers once funds are withdrawn from the Reserve Account, and payment of general operating expenses. LVI personnel manage the main operating account on behalf of the Applicant. The Applicant also maintains two investment accounts – one at the Canadian Imperial Bank of Commerce and one at the Bank of Nova Scotia (the "**Investment Accounts**"). Those Investment Accounts, while held by the Applicant, have historically been managed by the treasury team at LVI. The Applicant also maintains the Reserve Account, described above and LVI manages the deposits and withdrawals from the Reserve Account for the Applicant. The Reserve Account includes two investment accounts, both at the Royal Bank of Canada.

71. Travel Services also maintains four accounts related to the operation of the travel business, including trust accounts where required by the applicable Travel Acts, and one inactive account (the "**Travel Services Accounts**").

72. Attached hereto as **Exhibit "I"** is a summary of the accounts and a diagram of the LO Operations Accounts, Investment Accounts, the Travel Services Accounts, and the Reserve Account (the "**Cash Management System**").

73. In connection with this CCAA Proceeding, the Applicant is seeking the authority to continue to operate the Cash Management System and to maintain the funding and banking arrangements already in place. Amounts for ordinary course of business services that are incurred

following the filing date will be paid as contemplated in the Cash Flow Statement (defined below). The Cash Management System includes the necessary accounting controls to enable the Applicant to trace funds and ensure that all transactions are adequately documented and readily ascertainable.

G. Secured Indebtedness

i) The Credit Facilities

74. LVI, Brand Loyalty Group B.V., Brand Loyalty Holding B.V. and Brand Loyalty International B.V. (collectively, the "**Borrowers**"), as borrowers, the lenders party thereto (collectively, the **"Credit Agreement Lenders"**), and Bank of America, N.A., as administrative agent (the "**Credit Facility Agent**") entered into a credit agreement dated as of November 3, 2021 whereby the Credit Agreement Lenders established credit facilities for the Borrowers (collectively, the "**Credit Facilities**") (such credit agreement as same was amended by Amendment No. 1 to Credit Agreement (Financial Covenant) dated as of July 29, 2022, and by Consent, dated as of March 1, 2023, as so amended, the "**Credit Agreement**"). Certain of LVI's subsidiaries, including the Applicant (collectively, the "**Guarantors**"), are guarantors under the Credit Agreement. A copy of the Credit Agreement, including Amendment No. 1 and the Consent (all without schedules) is attached hereto as **Exhibit "J"**.

75. Pursuant to the terms of the Credit Agreement, the Credit Agreement Lenders made available the following Credit Facilities: (i) a US$175 million Term Loan A facility for the Borrowers scheduled to mature on November 3, 2026 subject to an earlier termination in accordance with the terms of the Credit Agreement ("**Term Loan A**"); (ii) a US$500 million Term Loan B facility for the Borrowers scheduled to mature on November 3, 2027 subject to an earlier termination in accordance with the terms of the Credit Agreement ("**Term Loan B**"); and (iii) a revolving credit facility in the maximum amount of US$150 million for LVI maturing on November 3, 2026 subject to an earlier termination in accordance with the terms of the Credit Agreement (the "**Revolver**").

As a result of a 2% original issue discount on Term Loan B and Bread's requirement that LVI bear the debt issuance costs incurred in connection with the Credit Facilities, LVI obtained net proceeds of approximately US$650 million from the US$675 million of debt incurred under Term Loan A and Term Loan B. There is no further availability under the Revolver as LVI is unable to satisfy the draw conditions. As of March 9, 2023, the principal amount of loans outstanding under the Credit Facilities is estimated to be approximately US$656 million (plus approximately US$8 million in letters of credit). The commencement of the U.S. Proceedings is a default under the Credit Agreement which, absent a stay in Canada, would permit the Credit Facility Agent to exercise remedies under the terms of the Credit Agreement.

76. The obligations under the Credit Agreement are secured by, among other things, a first priority security interest in all personal property of the Borrowers and the Guarantors, including the Applicant (including shares and other equity interests owned by them), subject to certain exceptions as more specifically set out in such security agreements (the "**Credit Agreement Collateral**"). The Credit Agreement Collateral excludes the Reserve Account and monies deposited therein.

ii) Collectors

77. Over 10 million Canadians participate in the AIR MILES® Reward Program. As described above, the Applicant has established the Reserve Account to provide certain security in favour of the Reserve Trustee for the benefit of Collectors for the purposes described in the Reserve Agreement. To the extent that the funds in the Reserve Account are insufficient to meet the demands of Collectors, the remaining amounts would constitute unsecured claims against the Applicant. The Applicant delivered the Reserve Security in favour of the Reserve Trustee and granted a lien over the Reserve Account. The Reserve Trustee filed registrations under the applicable personal property security acts (collectively, the "**PPSA**") in Ontario and Nova Scotia

to perfect the Reserve Trustee's lien against the Reserve Account and all monies deposited into and investments made by the Reserve Account in respect of the Reserve Agreement.

iii) Other Secured Obligations

78. Attached hereto as **Exhibit "K"** is a summary of the searches against the Applicant under the applicable PPSA (or equivalent legislation) and Section 427 of the *Bank Act* (Canada), in each case in British Columbia, Alberta, Ontario, Nova Scotia, and Quebec. The searches in respect of the Applicant under the *PPSA* in Ontario are current to March 6, 2023. The searches under the *PPSA* in British Columbia, Alberta, Nova Scotia, and Quebec are current to March 7, 2023. All of the searches under Section 427 of the *Bank Act* are current to March 7, 2023.

79. These searches disclose that in addition to the PPSA registrations against the Applicant in favour of the Credit Facility Agent and the Reserve Trustee, Wells Fargo Equipment Finance Company has filed a PPSA registration in Ontario in connection with photocopiers, printers, video conferencing equipment and other office equipment (the "**Equipment Lessor Security**"). The Applicant no longer has the equipment referred to in these registrations and the office in which they were located is closed.

H. Unsecured Indebtedness

i) Employee Liabilities

80. Gross payroll in Canada is approximately $3 million bi-weekly. Salaried employees are paid current through the Friday payday, while hourly employees are paid one week in arrears on Friday, to allow time for processing applicable hours from the prior week. The Applicant's last payroll was paid on February 24, 2023, meaning that payroll and related source deductions since that time (plus the one week of arrears for hourly employees) remain outstanding. The Applicant has funded payroll for the March 10, 2023 payroll to its provider and ADP is expected to make the payments on schedule.

81. As of March 9, 2023, the Applicant has an estimated accrued vacation pay liability of approximately $2 million.

82. The Applicant is current on its payments in respect of the Group RRSP and DPSP and will make the next payment in the ordinary course on March 10, 2023.

ii) Taxes

83. The Applicant reported taxable income in Canada for the fiscal year ending December 2021 and paid the income tax owing. The Applicant's tax returns for 2022 are due on June 30, 2023 and have not yet been prepared. However, the Applicant did remit tax installments during 2022, totaling $33,910,296.

84. As of February 28, 2023, the amount of federal and provincial goods and services taxes outstanding was approximately $2.2 million. As provided for in the Cash Flow Statement, it is proposed that federal and provincial goods and services taxes, as well as any withholding tax, will continue to be remitted in the ordinary course along with any applicable non-resident withholding tax.

iii) Reward Suppliers

85. As of March 8, 2023, the Applicant owed approximately $7.7 million to the Reward Suppliers for redemptions by Collectors. Reward Suppliers are paid from the Reserve Account in arrears. Additionally, as described above, the Applicant has purchased some limited items, the cost of which is reimbursed from the Reserve Account when Collectors redeem Reward Miles for those items.

iv) Intercompany Obligations

86. On a monthly basis, the Applicant remits approximately US$500,000 to LVI on account of services provided by LVI pursuant to the Intercompany Services Agreement (defined below) and for the Applicant's portion of the services provided by Bread under the TSA. The amount to be paid to LVI will not include the amounts for TSA services going forward.

87. The Applicant also has intercompany obligations to Travel Services for travel services that have been booked by Collectors but for which the Applicant has not yet remitted funds. Each Monday, the Applicant remits, from the Reserve Account, the full amount required to cover all bookings made by Collectors through Travel Services in the prior week. Travel Services holds the funds until they are used to pay for the Collector's booking, usually at least 10 days after the transfer from the Reserve Account to Travel Services to pay for the airline tickets. The Reward Supplier obligations of Travel Services are included in the estimated $7.7 million noted above.

v) Corporate Vendors

88. The Applicant enters into third-party agreements with third-party vendors and suppliers (the "**Corporate Vendors**") for the provision of services, including, for example, insurance, security, phone and internet, payments processing, utilities, website maintenance, IT services, and marketing for its corporate operations. The Applicant's most significant Corporate Vendors include webhosting services, technical consulting services, marketing agencies and software providers.

89. The Applicant uses the services of approximately 200 independent contractors, most of whom are contracted through Corporate Vendors for specific services or projects.

90. As at March 8, 2023, the Applicant has been invoiced by Corporate Vendors for the aggregate amount of approximately $18.1 million. Additional amounts have been accrued but are not yet invoiced.

vi) Landlords

91. As noted above, the Applicant is a tenant under leases for offices located in Montreal, Calgary, Toronto, and Vancouver. The Applicant's monthly lease cost in Toronto is approximately $960,000. The obligations under the Toronto Lease are currently offset by subleases, such that the Applicant has a net monthly cash payment obligation of $400,000. The entire costs of the Calgary Lease and the Montreal Lease are covered by subleases at this time. The Applicant

remits approximately $700 on a monthly basis on account of the Vancouver Lease. The Applicant has not paid the $960,000 in rent obligations for March in respect of the Toronto Lease.

vii) Litigation

92. The Applicant is named as a defendant in five class action lawsuits in British Columbia, Alberta, Saskatchewan, and Quebec (the "**Class Actions**"). The Class Actions in Quebec concern proposed changes that were to take place to the Terms and Conditions in 2016 and which were ultimately not implemented, while the remaining Class Actions allege that the Applicant's corporate predecessor overcharged certain Collectors by charging a fuel surcharge on plane tickets. Other than the Class Actions in Quebec, plaintiffs have not taken steps to advance these actions in recent years. The Applicant continues to defend against the Class Actions in Quebec.

93. The Applicant has also been named in certain small claims court claims related to the redemption of Reward Miles and certain employment disputes.

IV. FINANCIAL DIFFICULTIES AND THE NEED FOR CCAA PROTECTION

A. The Applicant is Insolvent

94. The Applicant is insolvent. It does not have adequate liquidity to operate its business in the ordinary course and, without the protection of the CCAA, it will not be able to complete a going concern transaction for the benefit of stakeholders. LVI and its subsidiaries are unable to satisfy the obligations under the Credit Agreement. As set out above, in connection with the Spinoff Transaction, the Applicant guaranteed the obligations under the Credit Agreement and granted security over its assets in support thereof.

95. Financial statements for the Applicant for the period ending December 31, 2022, prepared by LVI, are attached hereto as **Exhibit "L"**. The Applicant does not have audited financial statements on a standalone basis.

96. On January 20, 2023, LVI notified the Applicant that it lacked sufficient funds to make a required payment on account of the Swing Line Loans (as defined in the Credit Agreement) in the amount of US$3 million. LVI sent similar notices to the Applicant on January 25, 2023 and January 27, 2023, in respect to additional amounts owing under the Credit Agreement, including: (i) a total of approximately US$5 million of interest on the Revolver, Term Loan A, and Term Loan B; and (ii) an additional payment of US$2 million on account of the Swing Line Loans. The Applicant paid all such amounts to the Credit Facility Agent pursuant to the guarantee provisions of the Credit Agreement.

97. As well, on February 28, 2023, the Applicant made an intercompany loan to LVI in the amount of $18 million to permit LVI: (i) to pay fees, costs, and expenses, including employee expenses, that LVI will incur in connection with its efforts to develop and implement the global transactions described herein, including those contemplated by this CCAA Proceeding and the U.S. Proceedings (collectively, with the sale of BrandLoyalty, the "**Global Transactions**") and (ii) to pay fees, costs and expenses that LVI and its subsidiaries and affiliates will incur in connection with the Global Transactions which will support the continuity of LVI's and its subsidiaries' (specifically including the Applicant's) and affiliates' operations during the implementation of the Global Transactions. Without limitation, the Applicant requires, among other things, continued operational support from LVI including IT, legal, tax, human resources, accounting, and treasury services (the "**Intercompany Services**") under an agreement (the "**Intercompany Services Agreement**") dated November 5, 2021, a copy of which is attached hereto as **Exhibit "M"**. If LVI ceased or ceases to pay its liabilities in the ordinary course, including payroll to its employees, there is a risk that the Intercompany Services required will be disrupted and/or stopped, and any such disruption would have a serious deleterious impact on the Applicant's ability to complete a sale as a going concern under the SISP, potentially frustrating this CCAA Proceeding.

B. Cash Flow Forecast

98. A projected cash flow statement for the Applicant for the 13-week period from March 10, 2023 through the period ending June 9, 2023 (the "**Cash Flow Statement**") is attached to the Proposed Monitor's Pre-Filing Report, dated March 10, 2023 (the "**Proposed Monitor's Report**").

99. The Cash Flow Statement demonstrates that, assuming, among other things, if the AIR MILES® Reward Program continues to operate during this CCAA Proceeding in a manner consistent with historical operations, the Applicant will have sufficient liquidity to fund its obligations during the Initial Stay Period, but will require access to the DIP Financing Facility after that time.

100. The Cash Flow Statement has been prepared on the basis that:

(a) the Applicant will continue to honour all obligations to Collectors;

(b) all Partners will continue to make payments under the applicable Partner contracts;

(c) the Applicant will continue to make payments into the Reserve Account as required under the Reserve Agreement;

(d) the Applicant will continue to pay all Reward Suppliers and critical Corporate Vendors in the ordinary course to avoid disruption of the business prior to the SISP; and

(e) the Applicant will use up to US$30 million from the DIP Financing Facility to make a secured loan to LVI in order to facilitate the U.S. Proceedings (as described in more detail below).

101. The Cash Flow Statement has been prepared with the assistance of the Proposed Monitor and is accompanied by the prescribed representations in accordance with the CCAA.

C. Response to Financial Difficulties

102. Since the Spinoff Transaction, LVI, working cooperatively with the Applicant and its board, has undertaken significant efforts to strengthen the business.

103. Since the spring of 2022, in addition to my hire, the Applicant has also brought in new executives to lead our marketing, customer relations, strategy, and technology groups. The new executive team has expanded the focus of the business and sought out ways to strengthen Collector engagement, including by broadening the scope of travel related services given the existing number of Canadians who rely on AIR MILES® for travel bookings, expanding media offerings, and exploring new partnerships, while managing the Applicant's exposure to increased costs.

104. Notwithstanding these efforts, the Applicant continues to face strong headwinds due to, among other things, the ability of Partners to develop their own programs or work with a variety of other providers. With the overhang of the secured obligations under the Credit Agreement, beginning in the summer of 2022, it became clear that absent improvement in performance in all aspects of the business, LVI and its subsidiaries would be unable to comply with the covenants set out in the Credit Agreement.

105. In that regard, Akin Gump Strauss Hauer & Feld LLP was engaged as U.S. counsel to assist in negotiations with certain *ad hoc* groups of Credit Agreement Lenders, including a group of Revolver and Term Loan A lenders (the "**R/TLA Group**") and a group of Term Loan B lenders (the "**Term B Lender Group**"). In the following months, Cassels Brock & Blackwell LLP ("**Cassels**") was engaged as Canadian counsel to the Applicant, and the Financial Advisor and Alvarez & Marsal Inc. (the "**Restructuring Advisor**") were engaged to assist LVI and the Applicant to explore available options, including a debt restructuring or an amendment under the Credit Agreement.

106. The Applicant's liquidity position came under more pressure in January 2023 when it was required to make certain direct payments under the Credit Agreement. In January 2023, the sole shareholder of the Applicant appointed an experienced independent director, Eugene I. Davis, to the Applicant's board to assist with negotiating a potential restructuring. The Applicant's board consists of Mr. Davis, Cynthia Hageman (the general counsel of LVI) and me. I am also the sole director of Travel Services.

107. The Applicant is cognizant of the important place the AIR MILES® business occupies in Canadian commerce and the trust that Canadian consumers have in the business. Providing certainty and stability to Collectors and Partners has been a paramount concern during the Applicant's review of its strategic options.

108. In addition to discussions with the R/TLA Group and the Term B Lender Group, the Applicant approached BMO, in its capacity as the Applicant's most significant Partner, to discuss its liquidity challenges following the Spinoff Transaction and the potential for a recapitalization transaction. Following extensive negotiations, the Applicant determined that a CCAA proceeding, with BMO as the Stalking Horse Purchaser providing the Stalking Horse Bid and interim financing under the DIP Financing Facility, provides the best path forward by allowing the Applicant to test the market while also being able to assure its stakeholders, including millions of Collectors, that a transaction for a going concern sale will be completed and their Reward Miles will remain secure.

109. As the transaction documents have been finalized, the Applicant and LVI have continued to consult and negotiate with members of the R/TLA Group and the Term B Lender Group.

V. RELIEF SOUGHT

A. Relief to Be Sought at the Initial Hearing on this Application

i) Stay of Proceedings under the CCAA

110. The Applicant requires a broad Stay of Proceedings to prevent, among other things, exercise of contractual remedies by its Partners, other contractual counterparties, and creditors. The Applicant is also requesting that the Stay of Proceedings apply to Travel Services to ensure that: (i) Travel Services continues to have the ability to assist the Applicant by providing the travel agency services necessary to the business; and (ii) funds can flow uninterrupted as required between the Applicant's operating accounts, the Reserve Account, and Travel Services.

111. The Stay of Proceedings is intended to stabilize and preserve the value of the Applicant's business and provide the breathing room required to conduct the SISP. At the initial hearing on this Application, the Applicant will seek a stay of not more than 10 days, consistent with the CCAA.

ii) The Continued Operation of the AIR MILES® Reward Program

112. The Applicant intends to continue to operate the AIR MILES® Reward Program in the ordinary course and consistent with past practice, including by allowing Partners to issue new Reward Miles and Collectors to earn and redeem Reward Miles (including their Reward Miles earned before the start of this CCAA Proceeding). The Applicant expects that its Partners will continue to work cooperatively with it and to make the required payments under the Program Participation Agreements and other agreements. The Applicant will continue to contribute to the Reserve Account and to use the Reserve Account funds to satisfy Reward Supplier obligations for Reward Miles redemptions. The Applicant intends to continue to meet Collector obligations and allow Collectors to continue to enjoy travel and other rewards available through the AIR MILES® Reward Program.

113. The Applicant believes that the ability to fund the Reserve Account and to withdraw funds from the Reserve Account as necessary to honour Collector redemptions are crucial to preserving Collector and Partner confidence.

114. The Applicant also seeks relief in the Initial Order to continue to pay its critical Corporate Vendors to avoid disruption to the Business and to ensure that Collectors are able to redeem their Reward Miles without disruption. More specifically, the Applicant relies on significant IT and infrastructure services from independent contactors and other Corporate Vendors to provide rewards management to Collectors and marketing feedback to Partners. Without access to those contractors and Corporate Vendors, the Applicant would not be able to continue to honour Collector obligations.

115. The Applicant has provided the Proposed Monitor with information regarding the Reward Supplier and Corporate Vendor payments that are necessary to the operation of the Business and has advised the Proposed Monitor of the critical nature of these stakeholders.

iii) Continued Use of the Cash Management System

116. In order to continue operations in the ordinary course, the Applicant requires continued access to its Cash Management System, including all of the applicable bank accounts and the Reserve Account. Additionally, the Applicant requests the ability to continue transfers between its accounts and the accounts of Travel Services, in the ordinary course, in order to satisfy the costs incurred by Travel Services on behalf of Collectors.

iv) The Proposed Monitor

117. The Applicant seeks the appointment of KSV as Monitor. KSV has consented to act as Monitor of the Applicant in this CCAA Proceeding, subject to Court approval.

118. I am advised by David Sieradzki of KSV that KSV is a licensed insolvency trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 and is not

subject to any of the restrictions on who may be appointed as Monitor set out in subsection 11.7(2) of the CCAA.

119. KSV became involved with the Applicant in late January 2023 as the Proposed Monitor in the event that it became necessary for the Applicant to commence this CCAA Proceeding. Since that time, KSV has assisted in reviewing the Cash Flow Statement and has participated in strategic discussions regarding the Applicant's financial and liquidity position, available options, and the relief requested by the Applicant in connection with this CCAA Proceeding. KSV has also assisted the Applicant in the preparation of the SISP and the review of the terms of the Stalking Horse Purchase Agreement and the DIP Term Sheet.

v) Administration Charge

120. The Applicant is seeking a charge on the Applicant's Property (and not the property of Travel Services),[7] in priority to all other charges, in the maximum amount of $2 million (the "**Administration Charge**") to secure the fees and disbursements of the Monitor, counsel to the Monitor, counsel to the Applicant, the Restructuring Advisor, and the Financial Advisor to the Applicant (solely in respect of its monthly fees), in each case incurred in connection with services rendered to the LoyaltyOne Entities both before and after the commencement of this CCAA Proceeding. This amount is necessary to protect the beneficiaries of the Administration Charge during the first 10 days of this CCAA Proceeding. The Applicant will be seeking an increase to the Administration Charge at the Comeback Hearing.

121. It is important to the success of this CCAA Proceeding to have the Administration Charge in place to ensure the continued involvement of critical professionals.

122. The Applicant has worked with its Restructuring Advisor and the Proposed Monitor and the other professionals to estimate the proposed quantum of the Administration Charge based on

[7] As Travel Services is not an applicant, the Applicant is not requesting that any of the Charges apply to the Property of Travel Services.

the nature of the proceedings and the expected demands on the professionals in the time prior to the Comeback Hearing.

123. As described in both the Initial Order and the ARIO, none of the proposed Charges, including the Administration Charge, are proposed to rank in priority to the security of the Reserve Trustee in respect of the Reserve Security or the security of any person with properly perfected purchase money security interests under the applicable legislation. At the Comeback Hearing, the Applicant will seek priority over any other secured creditors.

vi) Directors and Officers Indemnity and Charge

124. The Applicant is seeking customary provisions indemnifying the Directors and Officers of both the Applicant and Travel Services against any obligations and liabilities they may incur as a director or officer of the Applicant or Travel Services after the commencement of this CCAA Proceeding (the "**D&O Indemnity**").

125. I understand that in some circumstances directors can be held liable for certain obligations of a company, including those owing to employees and government entities.

126. Both the Applicant and LVI maintain director's and officer's liability insurance (the "**D&O Insurance**") that is applicable to the Applicant's Directors and Officers. The current D&O Insurance policies include an aggregate amount of US$55 million in coverage (inclusive of a Canadian D&O Insurance policy). However, this coverage is subject to certain retention amounts, deductibles, exclusions, or some combination of the foregoing, all of which create a degree of uncertainty.

127. The knowledge and guidance of the Directors and Officers and their expertise remains essential to the overall success of this CCAA Proceeding. The Directors and Officers have indicated that, due to the risk of personal exposure associated with the Applicant's liabilities, they will not continue their service with the Applicant or Travel Services during the post-filing period

unless the Initial Order grants a charge on the Applicant's Property, in a sufficient amount to secure the D&O Indemnity.

128. The Applicant is seeking a charge on the Applicant's Property in the maximum amount of $10.521 million (the "**Directors' Charge**") as security for the D&O Indemnity. The proposed Directors' Charge would apply only to the extent that the Directors and Officers do not have coverage under the D&O Insurance and will rank second in priority, in accordance with the priority set out in the proposed Initial Order.

129. The Directors' Charge will allow the Applicant to continue to benefit from the expertise and knowledge of the Directors and Officers.

130. The quantum of the Directors' Charge is the amount necessary to protect the Directors and Officers in the first 10 days of this CCAA Proceeding having regard to the potential personal liabilities they may be exposed to in respect of the Applicant's employment and tax related obligations in that period. The Applicant will be seeking an increase to the Directors' Charge at the Comeback Hearing. The Applicant has worked with the Restructuring Advisor to calculate the quantum of the Directors' Charge by reference to the above noted potential liabilities and believes the Directors' Charge is reasonable in the circumstances.

131. I have been informed by David Sieradzki at KSV and do verily believe that the Proposed Monitor has discussed the calculation of the Directors' Charge with the Restructuring Advisor and is supportive of the Directors' Charge and its quantum.

vii) Notice to Collectors

132. Due to the large number of Collectors and the sensitive nature of the information related to the Collectors, the proposed Initial Order provides for an amendment to the Monitor's notice obligations set out in section 23 of the CCAA. Specifically, the Applicant requests that the Monitor be relieved of the obligations to (i) provide notice of this CCAA Proceeding to the Specified Collectors, being those Collectors entitled to notice as creditors with estimated claims of more

than $1,000, and (ii) make the required information related to Specified Collectors publicly available. The Applicant estimates that there are approximately 473,000 Specified Collectors, approximately 13% of which have not provided a valid email address.

133. Instead, in addition to the required publication notice by the Monitor in the *National Post*, the Applicant proposes to publish a statement on the AIR MILES® business website at www.airmiles.ca and to send an email notification to all of the Specified Collectors for whom the Applicant has current email addresses in the form attached hereto as **Exhibit "N"**:

(a) providing notice of this CCAA Proceeding;

(b) confirming that the Initial Order permits the continued operation of the AIR MILES® business, including redemption of Reward Miles;

(c) describing the proposed path forward in these cases, including the Stalking Horse Bid; and

(d) advising that further information will be available on the Monitor's website.

134. The Applicant will provide to the Monitor the names, contact information and Reward Miles balances for each Specified Collector. It is proposed that the Monitor will not make the Specified Collectors list publicly available because the list includes personal information of the Collectors. Publishing this information would allow third parties to access information about Collectors and their consumer habits. The Monitor will treat the information related to Specified Collectors as confidential and will not release this information to stakeholders, absent further order of the Court.

B. Relief to be Sought at the Comeback Hearing

i) SISP Approval Order

135. As described above, the Applicant requires CCAA protection to pursue a going concern transaction for the benefit of its stakeholders. At the Comeback Hearing, the Applicant intends to seek the SISP Approval Order:

(a) authorizing and empowering the Applicant to enter into the Stalking Horse Purchase Agreement, *nunc pro tunc*;

(b) approving an expense reimbursement of up to a maximum of US$1 million, unless such fees are otherwise reimbursed through the DIP Financing Facility (the "**Expense Reimbursement**") and a break fee (the "**Break Fee**" and, together with the Expense Reimbursement, the "**Bid Protections**") equal to US$3 million for the benefit of the Stalking Horse Purchaser;

(c) authorizing the Applicant to pay the Bid Protections to the Stalking Horse Purchaser if the Applicant closes a transaction with a bidder other than Stalking Horse Purchaser, in the circumstances described in the Stalking Horse Purchase Agreement;

(d) granting the Bid Protections Charge in favour of BMO as the Stalking Horse Purchaser as security for the payment of the Bid Protections, ranking sixth, behind the Charges, as amended by the ARIO;

(e) approving the SISP, and authorizing the Applicant (with the assistance of the Financial Advisor and under the oversight of the Monitor) to implement the SISP pursuant to the terms thereof;

(f) authorizing and directing the Applicant, the Financial Advisor, and the Monitor to perform their respective obligations and do all things reasonably necessary to perform same under the SISP;

(g) declaring that the Applicant, the Financial Advisor, and the Monitor, and their respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents, and controlling persons shall have no liability with respect to any losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent such claims result from the gross negligence or wilful misconduct of the Applicant, the Financial Advisor or the Monitor, as applicable, in performing their obligations under the SISP, as determined by the Court in a final order that is not subject to appeal or other review; and

(h) granting the Monitor, in connection with its role in overseeing the SISP, all of the benefits and protections granted to it under the CCAA, the ARIO and any other Order of the Court in this CCAA Proceeding.

136. The granting of the SISP Approval Order is a Milestone (defined below) under the DIP Term Sheet.

(a) Stalking Horse Purchase Agreement

137. The Stalking Horse Bid provides significant benefits to the Applicant, its employees, creditors and Collectors, including stability and continuing viability for the AIR MILES® Reward Program, while also providing a floor for bidding.

138. BMO will be the Stalking Horse Purchaser. As noted above, BMO is the Applicant's most significant Partner and issued approximately 50% of all Reward Miles issued in 2022. As such, BMO is motivated to maximize the stability and continuity of the AIR MILES® Reward Program and to protect the interests of Collectors (its existing customers), for whom BMO is already a

household name. BMO is a diversified financial services provider and is the 8th largest bank in North America. It is listed on the Toronto and New York Stock Exchanges with a market capitalization of over $95 billion.

139. The Stalking Horse Bid is structured as the purchase of substantially all of the operating assets of the Applicant (subject to certain exclusions), including all of the shares in the capital of Travel Services, and the assumption of certain liabilities, subject to certain terms and conditions, as described in more detail below.

140. The cash consideration payable under the Stalking Horse Purchase Agreement provides funds necessary to satisfy the proposed Charges and any other amounts that may be in priority to the obligations owing under the DIP Term Sheet. It is expected that remaining funds will be available for distribution to the Credit Agreement Lenders, subject to satisfaction of priority amounts. A copy of the Stalking Horse Purchase Agreement (with certain schedules not included) is attached hereto as **Exhibit "O"**.

141. The Stalking Horse Bid is the product of intense efforts and negotiations and discussions between BMO and the Applicant over a short time frame. The significant terms of the Stalking Horse Purchase Agreement include, among other things:[8]

Term	**Details**
Seller	The Applicant
Purchaser	The Stalking Horse Purchaser
Purchase Price	(a) US$160 million, less (i) the amount by which the Final Value of the Reserve Account is less than the Final Required Reserve Amount; (ii) the Final Trade Creditor Amount; (iii) the Final Cure Cap Adjustment, plus (b) the assumption of the Assumed Liabilities,

[8] This summary is qualified in all respects by the terms of the Stalking Horse Purchase Agreement. Capitalized terms used in the summary and not otherwise defined shall have the meaning set out in the Stalking Horse Purchase Agreement.

	plus (c) the aggregate amount of all transfer and other similar taxes payable with respect to the Transaction.
Transaction Structure	The Stalking Horse Bid shall be structured as a sale of all or substantially all of the assets of the Applicant relating to the Business and the assumption of certain liabilities of the Applicant relating thereto pursuant to the CCAA.
Acquired Assets	The Stalking Horse Purchase shall acquire substantially all of the operating assets relating to the Applicant's Business, including: • all cash, accounts, and other receivables, except for (i) excluded cash in the amount of US$2,000,000 (the "**Excluded Cash**"); (ii) proceeds advanced under the DIP Financing Facility; (iii) the Purchase Price; and (iv) certain tax claims and/or tax attributes of the Applicant; • all contracts and/or the Purchased Assets, excluding any contacts with a person not dealing at arm's length with the Applicant for purposes of the Tax Act (the "**Assumed Contracts**"); • all rights and interests in respect of the Reserve Agreement and the Reserve Security (including the Reserve Account) (as those terms are defined herein); • all shares in Travel Services owned by the Applicant; • any prepaid expenses or other deposits in connection with the Business or the Purchased Assets (other than prepaid assets relating to the Excluded Assets and retainers paid to professional service advisors); • all inventory for sale or other distribution in the ordinary course of business; • all equipment, motor vehicles and tangible property; • all leases of personal property; • all right, title and interest of the Applicant to all intellectual property; • all goodwill and related information including customer lists, subject to the terms and conditions of licenses for licensed intellectual property; • all contracts in respect of services that the Applicant receives pursuant to the Transition Services Agreement and/or the Acknowledgement Agreement or services received from Bread; • all books and records, excluding organizational documents of the Applicant and books and records related solely to the Excluded Assets and Excluded Liabilities; • all permits and licenses, to the extent assignable; • all interests in insurance policies and proceeds relating thereto; • all loans or debts due prior to the closing date, excluding certain amounts advanced or to be advanced (including the Intercompany DIP Loan) by the Applicant to LVI. (collectively, the "**Acquired Assets**")
Assumed Liabilities	The Stalking Horse Purchaser Shall assume the following liabilities of the Applicant:

	• all obligations arising under Assumed Contracts, from and after closing, including all payments required to cure any existing monetary default or breach under any Assumed Contract in accordance with the CCAA; • all obligations arising from and after closing in respect of permits and licenses; • all obligations under: (i) the Reserve Agreement; and (ii) the Reserve Security. • all trade obligations payable or accrued in respect of the Business from and after closing; • all letters of credit issued by BMO for the benefit of the Applicant; • all obligations to any Collector in respect of the AIR MILES® Rewards Program, in accordance with the terms of the AIR MILES® Rewards Program; and • all obligations to employees of the Applicant, as described in the Stalking Horse Purchase Agreement; (collectively, the "**Assumed Liabilities**")
Excluded Assets	The following assets shall not be acquired by the Stalking Horse Purchaser: • all assets, if any, that: (i) are located outside of Canada; or (ii) do not relate to the Business; • all claims against Bread and any of its current affiliates or their respective present and former shareholders, directors, officers, employees, advisors, legal counsel and agents, subject to certain exceptions; • the Excluded Contracts; • all cash advanced pursuant to the DIP Term Sheet; • all cash paid in satisfaction of the Purchase Price; • the Excluded Cash; • all tax assets, tax refunds, tax payments, tax credits, or other tax attributes ("**Tax Attributes**") (including any amounts that are owed or may become owing to the Applicant from any taxation authority and any claims in respect thereof); excluding any Tax Attributes relating to, or attributable to, Travel Services and/or the Travel Services shares owned by the Applicant; and • all right, title and interest of the Applicant to all LVI Intellectual Property. (collectively, the "**Excluded Assets**")
Excluded Liabilities	The Stalking Horse Purchaser shall not assume any liabilities of the LoyaltyOne Entities other than the Assumed Liabilities, including: • all intercompany obligations due or accruing prior to closing by the Applicant to any affiliate or its shareholders, officers, directors, employees, advisors, legal counsel and agents (except obligations expressly assumed), excluding obligations between the Applicant and Travel Services; • all obligations in respect of the Credit Agreement and related guarantees; • all obligations in connection with the Excluded Assets;

	• all obligations in connection with the Excluded Contracts; • all obligations relating to the Employee Retention Plans; • all obligations relating to employee benefit plans; • all obligations for taxes of the Applicant; • all obligations for costs and expenses of the Applicant or its affiliates in connection with the Stalking Horse Bid and the CCAA Proceeding; • all claims against the Applicant and its affiliates or their respective present and former direct and indirect shareholders, officers, directors, employees, advisors, legal counsel and agents of every nature and kind, asserted against the Applicant; and • all claims of the Applicant or its affiliates unrelated to the Purchased Assets or Assumed Liabilities. (collectively, the "**Excluded Liabilities**")
Employee Matters	The Stalking Horse Purchaser will offer employment to all employees of LoyaltyOne located in Canada on terms and conditions that are substantially similar, in the aggregate, to their current terms.
Releases	The Stalking Horse Purchaser and the Applicant, on behalf of itself and its affiliates, release (i) the Monitor and its affiliates and (ii) such other party and its affiliates and, in each case, each of their respective present and former direct and indirect shareholders (excluding Bread and its present and former directors and officers), officers directors, employees, advisors and agents, and each of the foregoing's respective present and former direct and indirect shareholders, officers, directors, employees, advisors, legal counsel, and agents (the "**Released Parties**") from any and all demands, claims, liabilities, actions, causes of action, counterclaims, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, absolute or contingent, asserted or unasserted, secured or unsecured, matured or not yet matured due or to become due, accrued or unaccrued or liquidated or unliquidated) and including all costs, fees and expenses relating thereto (collectively, "**Claims**") based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing Time relating to, arising out of or in connection with, the Purchased Assets, the Business, the Assumed Liabilities, the SISP, the Transaction, the CCAA Proceedings, or the Chapter 11 Cases; except for Claims: • under the Stalking Horse Purchase Agreement (including the acquisition of the Purchased Assets and assumption of the Assumed Liabilities by the Stalking Horse Purchaser) or any document ancillary thereto; and • arising out of fraud, gross negligence or wilful misconduct of or by the Released Parties; and/or • relating to Bread. Releases also to be provided in the Approval and Vesting Order in the form attached as Schedule C to the Stalking Horse Purchase Agreement (and as set out in paragraphs 19-22 therein).

142. If the Stalking Horse Bid is not the Successful Bid, BMO shall be entitled to payment of the Bid Protections, comprising: (i) the Expense Reimbursement up to the maximum amount of US$1 million (unless such expenses are otherwise reimbursed pursuant to the terms of the DIP Term Sheet); and (ii) the Break Fee equal to US$3 million. The Bid Protections are payable to BMO upon the closing of, and from the proceeds received from, an alternative Successful Bid.

143. The maximum amount of the Bid Protections in aggregate is US$4 million or 2.5% of the Purchase Price (without any adjustment) payable by BMO, excluding the Assumed Liabilities. I am advised by Jamie Baird of PJT Partners in its capacity as Financial Advisor that the quantum of the Bid Protections is in line with market terms, is consistent with market practice and is reasonable given the circumstances.

144. The Bid Protections are proposed to be secured by the Bid Protections Charge over the Property in favour of the Stalking Horse Purchaser. The Bid Protections Charge, if granted, would have priority over all other security interests, charges and liens, but will rank subordinate to all other Charges granted prior to or pursuant to the ARIO, the Reserve Security and the Equipment Lessor Security.

145. The Applicant is of the view that including the Stalking Horse Bid as part of the SISP will benefit the Applicant's efforts to maximize value for the benefit of all stakeholders by, among other things: (i) setting a floor for the terms of a transaction involving a sale of the Business; (ii) helping to attract interest from potential purchasers; and (iii) providing a critical level of certainty and stability for stakeholders (including Collectors and the Applicant's employees) during the SISP and this CCAA Proceeding.

146. The stability provided by the Stalking Horse Bid is especially critical given the potential impact on Collectors, Partners, and the Applicant's other stakeholders as a result of any disruption (or perceived disruption) to the AIR MILES® Reward Program. The AIR MILES® Reward Program is built around, among other things, Collectors' trust in the value of Reward Miles and their ability to redeem for rewards and Partners' desire to create positive, lasting relationships with their

customers. Any instability resulting from: (i) changes in Collectors' collection behaviours or their ability to redeem Reward Miles; or (ii) changes in Partners' desire to issue Reward Miles, participate in the AIR MILES® Reward Program or to be associated with the brand, could result in significant value destruction for the Applicant's stakeholders.

147. I believe that the certainty that a going-concern transaction will be implemented pursuant to the Stalking Horse Bid or a superior offer obtained through the SISP is crucial to maintaining: (i) Collector and Partner confidence in the AIR MILES® Reward Program; and (ii) employee morale for the Applicant's approximately 750 Canadian resident employees.

(b) SISP

148. The Applicant developed the proposed SISP in consultation with the Financial Advisor, the Proposed Monitor, BMO, the Stalking Horse Purchaser, and certain of the Credit Agreement Lenders, in order to ensure a process that is both: (i) concise enough to protect the value of the Business as a going concern, taking into consideration the need to provide stability for Collectors, the terms and availability of financing, and the immediate liquidity challenges facing the Applicant; but also (ii) of sufficient duration to provide a reasonable market test.

149. The SISP sets out the parameters by which the Applicant, with the assistance of the Financial Advisor and under the oversight of the Monitor, will:[9]

(a) disseminate marketing materials and a process letter to potentially-interested parties identified by the Applicant and the Financial Advisor, and provide such parties with access to a data room upon their executing a non-disclosure agreement in form and substance satisfactory to the Applicant;

[9] This summary is qualified in all respects by the terms of the SISP.

(b) solicit interest in executable transaction alternatives that are superior to the sale transaction provided for in the Stalking Horse Purchase Agreement involving a sale of or investment in the business and assets of the Applicant;

(c) select a Successful Bid; and

(d) seek the approval of the Court of any Successful Bid.

150. The proposed SISP provides for the solicitation of potentially interested parties by the Applicant and the Financial Advisor which will commence no later than three business days following the granting of the SISP Approval Order.

151. Pursuant to the SISP, interested parties must enter into a non-disclosure agreement in form and substance satisfactory to the Applicant and submit a binding offer meeting the requirements enumerated in the SISP (a "**Qualified Bid**" and, a party submitting a Qualified Bid, a "**Qualified Bidder**"), as determined by the Applicant, in consultation with the Monitor.

152. In order to constitute a Qualified Bid, each bid must:

(a) provide consideration, payable in full on closing, in an amount equal to or greater than US$165 million (the "**Consideration Value**"), and a detailed sources schedule that identifies the composition of the Consideration Value and any assumptions that could reduce the net consideration payable, including details of any material liabilities that are being assumed or being excluded;

(b) include an assumption of all obligations of the Applicant: (i) to Collectors; and (ii) pursuant to the terms of the Reserve Agreement and the Reserve Security;

(c) as part of the Consideration Value, provide cash consideration sufficient to pay: (i) all outstanding obligations under the DIP Term Sheet; (ii) any obligations in priority to amounts owing under the DIP Term Sheet, including any applicable charges granted by the Court in this CCAA Proceeding; (iii) an amount of US$5 million to

fund a wind up of this CCAA Proceeding and any further proceedings or wind-up costs; and (iv) an amount of US$4 million to satisfy the Bid Protections;

(d) provide for the closing of the transaction as soon as possible after the selection of such bid as the Successful Bid and, in any event, by not later than June 30, 2023, provided that this date shall be extended by up to 90 days where regulatory approvals are the only material remaining conditions to closing (the "**Outside Date**");

(e) contain the following documents or information:

(i) duly executed binding transaction document(s);

(ii) the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equityholder(s);

(iii) a redline to the Stalking Horse Purchase Agreement;

(iv) evidence of authorization and approval from the bidder's board of directors (or comparable governing body) and, if necessary to complete the transaction, the bidder's equityholder(s);

(v) disclosure of any connections or agreements with the LoyaltyOne Entities or any of their affiliates, any known, potential, prospective bidder, or any officer, manager, director, member or known equity security holder of the LoyaltyOne Entities or any of their affiliates; and

(vi) such other information reasonably requested by the Applicant or the Monitor;

(f) include a letter stating that the bid is submitted in good faith, is binding and is irrevocable until the closing of the Successful Bid, provided, however, that if such bid is not selected as the Successful Bid or as the next-highest or otherwise best Qualified Bid as compared to the Successful Bid (such bid, the "**Back-Up Bid**") it shall only remain irrevocable until selection of the Successful Bid;

(g) provide that the bid will serve as the Back-Up Bid if it is not selected as the Successful Bid and, if selected as the Back-Up Bid, it shall remain irrevocable until the earlier of (i) closing of the Successful Bid or (ii) closing of the Back-Up Bid;

(h) provide written evidence of a bidder's ability to fully fund and consummate the transaction and satisfy its obligations under the transaction documents, including binding equity/debt commitment letters and/or guarantees covering the full value of all cash consideration and the additional items (in scope and amount) covered by the guarantees provided by affiliates of the bidder in connection with the Successful Bid;

(i) not be conditional on approval from the bidder's board of directors or applicable governing body or equityholders;

(j) include an acknowledgment and representation that the bidder: (i) has had an opportunity to conduct any and all required due diligence prior to making its bid, (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Applicant, the Financial Advisor, the Monitor and their respective employees, officers, directors, agents, advisors and other representatives, regarding the proposed transactions, this SISP, or any information (or the completeness of any

information) provided in connection therewith, except as expressly stated in the proposed transaction documents; (iii) is making its bid on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Applicant, the Financial Advisor, the Monitor or any of their respective employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in the proposed transactions documents, (iv) is bound by the SISP and the SISP Approval Order, and (v) is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the SISP or such bidder's respective bid;

(k) specify any regulatory or other third-party approvals the party anticipates would be required to complete the transaction (including the anticipated timing necessary to obtain such approvals);

(l) include full details of the bidder's intended treatment of the LoyaltyOne Entities' employees under the proposed bid;

(m) be accompanied by a cash deposit (the "**Deposit**") by wire transfer of immediately available funds equal to 10% of the Consideration Value;

(n) include a statement that the bidder will bear its own costs and expenses in connection with the proposed transaction and agrees to refrain from and waive any assertion or request for reimbursement on any basis; and

(o) be received by the Applicant, with a copy to the Financial Advisor and the Monitor, by 5:00 p.m. Eastern Time on April 27, 2023 (as may be extended by the Applicant for up to seven days with the consent of the Monitor, or by further order of the

Court, the "**Qualified Bid Deadline**") at the email addresses set out for such parties in the SISP or the schedules thereto.

153. In no case is a Qualified Bid (other than the Stalking Horse Bid) permitted to include any request for or entitlement to any break fee, expense reimbursement or similar type of payment, or be conditional upon the outcome of unperformed due diligence and/or the securing of financing.

154. If one or more Qualified Bids (other than the Stalking Horse Bid) has been received by the Applicant on or before the Qualified Bid Deadline, the Applicant will proceed with an auction process (the "**Auction**"). The Auction will be conducted in accordance with the requirements and process appended at Schedule "A" to the SISP which includes, but is not limited to, the following:

(a) only parties that provided a Qualified Bid by the Qualified Bid Deadline, including, for greater certainty, the Stalking Horse Bid, are eligible to participate in the Auction;

(b) the Auction will begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the Applicant, in consultation with the Monitor, and any overbids submitted by a Qualified Bidder must be in minimum additional cash increments of US$1,000,000;

(c) the Auction shall continue in one or more rounds and will conclude after each participating party has had the opportunity to submit an Overbid (as defined in the SISP) with full knowledge and written confirmation of the then-existing highest or otherwise best bid and no party submits an Overbid; and

(d) during the Auction, the Applicant, in consultation with the Monitor, will:

(i) review each Qualified Bid considering, among other things: (i) the amount of consideration being offered; (ii) the value of any assumption of liabilities or waiver of liabilities; (iii) the likelihood of the party's ability

to close a transaction by not later than the Outside Date; (iv) the likelihood of the Court's approval of the Successful Bid; (v) the net benefit to the Applicant and its stakeholders; and (vi) any other factors the directors or officers of the Applicant may, consistent with their fiduciary duties, reasonably deem relevant; and

(ii) identify the Successful Bid at the Auction and the party making such bid.

155. Following selection of the Successful Bid and finalization of all definitive agreements, the Applicant will apply to the Court for an order or orders approving such further or other Successful Bid and/or the mechanics to authorize the Applicant to complete the transactions contemplated thereby, as applicable, and authorizing the Applicant to: (i) enter into all necessary agreements and related documentation with respect to the Successful Bid; (ii) undertake such other actions as may be necessary to give effect to such Successful Bid; and (iii) implement the transaction(s) contemplated in the Successful Bid (each, an "**Approval and Vesting Order**").

156. All Deposits paid in accordance with the SISP will be retained by the Monitor in an interest-bearing trust account. If a Successful Bid is selected and an Approval and Vesting Order is granted, any Deposit paid in connection with such Successful Bid will be non-refundable and applied to the cash consideration to be paid in connection with the Successful Bid (or be dealt with as otherwise set out in the definitive agreements(s)). Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid, will be returned to the applicable bidder as soon as reasonably practicable after the Successful Bid is approved pursuant to an Approval and Vesting Order or such earlier date as may be determined by the Applicant, in consultation with the Monitor.

157. The SISP authorizes the Applicant to provide general updates and information in respect of the SISP to counsel to any creditor on a confidential basis if such counsel confirms in writing that the applicable creditor will not bid in the SISP and counsel executes a confidentiality agreement with the Applicant.

158. A summary of the significant dates and processes within the proposed SISP (each, a "**Milestone**") is as follows:

SISP Process	Deadline
SISP Approval Order approving SISP and authorizing the Applicant to enter into the Stalking Horse Purchase Agreement	March 20, 2023
The Applicant to commence solicitation process	March 23, 2023
Qualified Bid Deadline	April 27, 2023 at 5:00 pm (ET)
Deadline to determine whether a bid is a Qualified Bid and, if applicable, to notify those parties who submitted a Qualified Bid of the Auction	May 1, 2023
Auction, if necessary	May 4, 2023
The Applicant to obtain Approval and Vesting Order: • if no Auction is conducted, subject to Court availability; and • if Auction is conducted, subject to Court availability.	 May 15, 2023 May 18, 2023 (14 days after completion of Auction)

159. In developing the timelines and process for the SISP, the Applicant, in consultation with the Monitor and the Financial Advisor, considered a number of factors, including:

(a) prior to the Spinoff Transaction, the business of the LoyaltyOne Entities was marketed broadly and extensively. While certain interest was expressed by third parties in a potential acquisition transaction, no binding or executable offers were received;

(b) since the Spinoff Transaction, a significant Partner has departed from the AIR MILES® Reward Program, creating further instability;

(c) the rebound in travel following the loosening of COVID-19 restrictions has required increased capital expenditures; as such, any purchaser will be required to make significant investments in the business in the near term;

(d) the pool of potential purchasers for the Applicant's business is limited because of its specialized nature. Further, of the potential purchasers, many are already invested in or partnered with other loyalty programs;

(e) the concentration of the Applicant's Partners means that the loss of any one Partner can have a significant impact on the business. Any purchaser will need to be able to work with the significant existing Partners or attract significant new Partners; and

(f) due to the public and well-known nature of the AIR MILES® Reward Program, it is anticipated that the SISP will receive substantial media attention, ensuring any potential bidder would be aware of it.

160. In light of the foregoing, the Applicant is of the view that the timelines set out in the SISP are appropriate, will allow interested parties to participate in the SISP, and will provide an appropriate test for whether the Stalking Horse Bid delivers the best possible result for all stakeholders. The Applicant is also of the view that the proposed SISP provides a fair and reasonable process that will adequately canvass the market, while simultaneously protecting against the burdens of an extended CCAA Proceeding by providing that if no other Qualified Bids are received, the transaction contemplated in the Stalking Horse Purchase Agreement shall be consummated in accordance with and subject to the terms of the Stalking Horse Purchase Agreement.

161. I am advised by Jamie Baird of the Financial Advisor that, in his experience and based on his knowledge of the LoyaltyOne Entities' business and discussions with management, he is of the view that the timelines and terms in the proposed SISP are fair, reasonable and appropriate in the circumstances, and provide sufficient time to allow interested parties to fully participate in the SISP (to the extent desired).

ii) ARIO

162. At the Comeback Hearing, the Applicant also intends to seek an ARIO. The most significant amendments that will be sought in the ARIO are described below.

(a) Approval of the DIP Financing Facility and the DIP Lender's Charge

163. To facilitate this CCAA Proceeding, the DIP Lender has agreed to provide financing in the maximum principal amount of US$70 million pursuant to a senior secured post-filing facility.

164. On March 10, 2023, the Applicant and the DIP Lender entered into a term sheet (the "**DIP Term Sheet**"), a copy of which is attached as **Exhibit "P"**. The DIP Term Sheet requires that, among other things, any funds advanced be secured by a charge on the Applicant's Property (the "**DIP Lender's Charge**"), subordinate only to the Administration Charge, the Directors' Charge, the Financial Advisor Charge, the Employee Retention Plans Charge (the latter two of which charges will be sought by the Applicant at the Comeback Hearing) and the Reserve Security and the Equipment Lessor Security. Along with other customary covenants, conditions precedent, and representations and warranties made by the Applicant, the Court's approval of the DIP Financing Facility, the DIP Lender's Charge, and the DIP Term Sheet are preconditions to any advances under the DIP Financing Facility.

165. The DIP Term Sheet provides for the Applicant to borrow from the DIP Lender on, among other things, the following commercial terms:

(a) DIP Financing Facility and Maximum Principal Amount: A non-revolving, secured credit facility in the maximum principal amount of US$70 million (the "**Maximum Amount**");

(b) Term: For a term ending the earlier of: (i) the occurrence of any event of default under the DIP Term Sheet in respect of which the DIP Lender has demanded repayment of the DIP Financing Facility; (ii) the closing of one or more sale

transactions for all or substantially all of the assets of the Applicant in connection with the SISP; (iii) the Stalking Horse Purchase Agreement is the successful bid in the SISP but is unable to be completed and closed due to the failure of any condition precedent to be satisfied before closing (unless waived) and (iv) June 30, 2023;

(c) Interest: Base Rate (as defined in the DIP Term Sheet) plus 6.00% per annum;

(d) Default rate: the Interest Rate plus 2% per annum; and

(e) Fees: (i) Upfront fee of US$1,400,000 to be paid by adding the amount of such fee to the principal amount of DIP Obligations (as defined in the DIP Term Sheet) and (ii) a standby fee, calculated at 1.25% per annum on the daily unadvanced portion of the DIP Financing Facility, added to the principal amount of the DIP Obligations each month.

166. The Applicant will also be seeking the DIP Lender's Charge on the Applicant's Property to secure amounts owing under the DIP Financing Facility.

167. The DIP Term Sheet contemplates that the Applicant will be permitted to fund intercompany loans (the "**Intercompany DIP Loan**") to LVI to fund the U.S. Proceedings. The quantum and timing of each advance under the Intercompany DIP Loan is required to be in accordance with the budget under the DIP Term Sheet. LVI will be required to obtain an order in the U.S. Proceedings granting (i) a first priority priming lien over the assets of LVI and the other U.S. Debtors (as guarantors), including any litigation recoveries, other than excluded assets which will not be subject to such priming lien and (ii) other related relief.

168. The Intercompany DIP Loan is an important part of the Global Transactions. The Credit Agreement obligations are the first-priority secured obligations for both LVI and the Applicant, and all proceeds of any SISP transaction are expected to flow to the benefit of the Credit Agreement

Lenders. The only other substantial avenue for recovery for the Credit Agreement Lenders is the liquidating trust to be established pursuant to the plan in the U.S. Proceedings. As such, the U.S. Proceedings and the liquidating trust to be established thereunder are a key source of recovery for the Applicant's major secured lender and cannot move forward without the funding provided by the Intercompany DIP Loan.

169. The U.S. Proceedings will also have the benefit of establishing a stay of proceedings against LVI, preventing stakeholders in the U.S. from taking steps that might otherwise interfere with LVI's ability to provide the Intercompany Services to the Applicant, which are critical to the continued operation of the Business. The Intercompany Services (including administration of the Reserve Account) are necessary for the Applicant to complete a sale as a going concern under the SISP and provide a benefit to the Applicant's stakeholders.

170. At the Comeback Hearing, the Applicant intends to seek authorization to borrow the full amount of the DIP Financing Facility and grant the DIP Lender's Charge in the corresponding amount.

(b) Stay Extension and Setoff

171. The proposed form of Initial Order seeks a Stay of Proceedings until March 20, 2023, or such later date as the Court may order. At the Comeback Hearing, the Applicant intends to seek an extension of the Stay of Proceedings up to and including May 18, 2023 in order to permit the Applicant with the assistance of the Financial Advisor and the Monitor, time to conduct the SISP.

172. The Applicant will also seek an amendment to the Initial Order to clarify that, during the Stay of Proceedings, no party may assert rights of setoff in respect of any obligations owing before the commencement of this CCAA Proceeding without an order of the Court. The Applicant believes that this provision is required to ensure that it can continue to operate in the ordinary course and that no setoff rights will be exercised in a way that will disrupt the SISP described in this Affidavit. Specifically, I am concerned that pre-filing obligations are not set-off against post-

filing obligations. I am advised by Natalie Levine of Cassels, counsel to the Applicant, that such provision is consistent with a recent decision of the Supreme Court of Canada.

(c) Employee Retention Plans

173. At the Comeback Hearing, the Applicant intends to seek Court approval of the Employee Retention Plans.

174. In light of this CCAA Proceeding and the potential sale of the business, the Applicant's typical incentive plans and associated performance metrics are no longer feasible because, among other things, the plans typically provide for payment in the following calendar year.

175. The Employee Retention Plans were developed by the Applicant, with the assistance of the Restructuring Advisor, to provide employees with certainty and stability during this CCAA Proceeding. The Employee Retention Plans were developed with two goals in mind: (i) retaining employees who would otherwise be deprived of a meaningful percentage of their compensation during this CCAA Proceeding and may therefore seek other opportunities; and (ii) creating incentives for key senior executives who are critical to the success of the business to remain with the business and assist with the implementation of a value maximizing transaction.

176. There are two components to the Employee Retention Plans:

(a) Retention Plan: As described above, the Applicant has historically paid a bonus based on individual performance metrics, corporate performance metrics, and an individual "target" ranging anywhere from 8.5%-100% of the employee's salary. The Retention Plan will replace the Annual Incentive Plan. More specifically, the proposed Retention Plan removes the performance metrics, such that employees will be eligible to receive up to 100% of their individual target amount, and accelerates the payment schedule. Payments will be made in monthly installments, with the payments for January and February 2023 payable upon Court approval of the Retention Plan. If a transaction is consummated pursuant to the SISP, the then

current monthly payment will be accelerated and due on closing. No further amounts will become payable after a transaction closes. Approximately 500 employees are eligible for this program and the total estimated cost is approximately $720,000 per month;

(b) Key Employee Retention Plan: Working with the Applicant's advisors, the board of the Applicant has identified a total of 20 key executives and employees who are crucial to the conduct of the business during this CCAA Proceeding and to closing a transaction under the SISP. Given the focus on retention for this group of employees, the proposed retention award (the "**Retention Award**") will be paid ¼ on March 31, 2023, with the balance payable when a transaction is consummated pursuant to the SISP. The Retention Award amounts will be determined based on the incentive program (that paid both cash and stock awards) that would have been available to the key executives and employees for 2023, if not for this CCAA Proceeding. The total cost of the Retention Awards for these 20 key employees is $3,101,247. The employees eligible for these Retention Awards consist of:

(i) *Senior Executives*: The board of the Applicant has identified seven executives as employees who are necessary to the continuation of the business during the SISP. These executives have historical knowledge and expertise in their respective fields that will be crucial to continuing the operation of the business while transitioning the AIR MILES® Reward Program to a buyer. The proposed Key Employee Retention Plan provides for a Retention Award which will be fixed at 2/3 of the long-term incentive compensation that would otherwise have been payable to the executive in 2024 (as 2023 compensation);

(ii) *Key Employees*: Similarly, the board of the Applicant, working with the advisors, has identified 13 additional employees with company specific knowledge that will be necessary to maintaining the operations of the business during this CCAA Proceeding. The proposed Key Employee Retention Plan provides for a Retention Award which will be fixed at 1/3 of the long-term incentive compensation that would otherwise have been payable to the executive in 2024 (as 2023 compensation); and

(c) Historic Retention Award*:* For five employees who have historically received long term incentive payments, the Retention Award will generally equal 1/3 of their 2022 long-term incentive compensation that would otherwise have been payable in 2024 (as 2023 compensation). The Historic Retention Award will vest ¼ at the end of each calendar quarter, with the quarter in which such a transaction closes accelerated upon closing. No further installments will become payable after a closing.

177. The senior executives have indicated that, due to the uncertainty associated with the ongoing operations of the Applicant's business and the payment for their services thereby, they will not continue their service with the Applicant during the post-filing period unless the Court grants a charge on the Applicant's Property, in a sufficient amount to secure the payments under the Employee Retention Plans. None of the other beneficiaries of the Employee Retention Plans have been consulted regarding the development of this program, but I believe that the Applicant will face significant attrition if employees are not incentivized to continue to provide services.

178. The Applicant will be seeking the Employee Retention Plans Charge on the Applicant's Property in the maximum amount of $5.350 million as security for payment to employees under the Employee Retention Plans. The proposed Employee Retention Plans Charge will rank third

in priority, behind only the Administration Charge and the Directors' Charge, in accordance with the priority set out in the proposed Initial Order.

179. The Applicant intends to continue its "Customer Care" incentive program for employees in the ordinary course. The Customer Care incentive program provides incentive payments to call centre employees based on customer satisfaction. Incentive payments range between $700 and $1,000 per quarter.

180. A copy of the proposed Employee Retention Plans including a summary of the proposed payments under the Employee Retention Plans is attached hereto as **Exhibit "Q".**

(d) Amendments to the Charges

181. The Charges proposed in the Initial Order are designed for the initial 10-day period only. The proposed ARIO provides for the following amendments and additions to the Charges:

(a) Administration Charge $3 million. The hourly professionals will have significant work in the period following the initial hearing on this Application, including in assisting the Applicant in managing Collector, Reward Supplier, Partner and Corporate Vendor relationships, while preparing to conduct the SISP;

(b) Directors' Charge $15.409 million. The increased quantum of the Directors' Charge is intended to reflect the potential obligations and liabilities that the Directors and Officers may face during the proposed stay extension, taking into account reasonable assumptions as to the payroll cycle and the continued regular payment of GST/HST/PST and other regulatory obligations. I understand that more information will be provided to the Court by the Proposed Monitor;

(c) Employee Retention Plans Charge: $5.350 million. The Applicant will request an Employee Retention Plans Charge for the benefit of employees who will receive a payment under the Employee Retention Plans;

(d) Financial Advisor Charge: US$6 million. The Financial Advisor's engagement letter contains a success fee provision in connection with the completion of a successful restructuring or sale transaction (the "**Transaction Fee**"). The Applicant will request that the Transaction Fee portion of such compensation be granted a priority charge on the Applicant's Property, behind only the Administration Charge, the Directors' Charge and the Employee Retention Plans Charge, to provide certainty to the Financial Advisor that it will be compensated in accordance with the terms of its engagement letter (the "**Financial Advisor Charge**"). The Financial Advisor Charge is necessary and reasonable in the circumstances as it is a condition of the retention of the Financial Advisor. A copy of the Financial Advisor's engagement letter is attached hereto as **Exhibit "R"**; and

(e) DIP Lender's Charge: US$70 million. The DIP Lender's Charge is a prerequisite under the DIP Term Sheet to the Applicant's ability to make additional draws under the DIP Financing Facility to a maximum aggregate principal amount of US$70 million. Without access to these draws, the Applicant will be unable to conduct the SISP or continue to operate the AIR MILES® Reward Program.

182. The proposed amendments and additional to the Charges are the product of negotiation among the Applicant and its stakeholders, with the assistance of the Proposed Monitor.

183. The beneficiaries of each of the Charges (other than certain of the beneficiaries of the Employee Retention Plans Charge) have required these modifications as a condition of their support of the ARIO.

VI. URGENCY

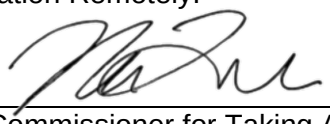
184. The Applicant requires immediate protection under the CCAA to prevent enforcement actions against the Applicant, to normalize its operations and allow for an orderly sale. In light of,

among other things, the nature of the Applicant's business and the numerous stakeholders involved, the framework and flexibility provided by the CCAA would provide the most effective, efficient and equitable method through which to sell the Applicant's business, while also allowing the continuation of the AIR MILES® Reward Program and the honouring of the Applicant's obligations to Collectors.

185. This Application is therefore being brought on an urgent basis.

186. I swear this Affidavit in support of the relief sought by the Applicant and for no improper purpose.

SWORN BEFORE ME by video conference on this 10th day of March 2023. The affiant and I both were located the City of Toronto in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

Shawn Stewart

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

Court File No.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF SHAWN STEWART

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
Fax: 416.640.3189
rjacobs@casselsbrock.com

Jane Dietrich LSO#: 49302U
Tel: 416.860.5223
Fax: 416.640.3144
jdietrich@casselsbrock.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
Fax: 416.640.3207
nlevine@casselsbrock.com

Lawyers for the Applicant

This is **Exhibit "A"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario

……..
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

NOVA SCOTIA
Registry of Joint Stock Companies

Profile Report

Entity details

Information as of	07 March 2023
Registry ID	3343929
Business/Organization Name	LOYALTYONE, CO.
Incorporation Date	01 January 2021
Annual Return due Date	31 January 2024
Type	Unlimited Company
Status	Active
Registered Office	600- 1741 LOWER WATER STREET, NOVA SCOTIA, HALIFAX, B3J 0J2, CANADA
Mailing Address	600- 1741 LOWER WATER STREET, NOVA SCOTIA, HALIFAX, B3J 0J2, CANADA

Directors and Officers

Name	Position	Civic Address	Mailing Address
BRUNO SCALZITTI	VP, FINANCIAL PLANNING & ANALYSIS	351 KING STREET EAST, SUITE 200 TORONTO ONTARIO M5A0L6 CANADA	
CYNTHIA L. HAGEMAN	Director, ASSISTANT SECRETARY	8235 DOUGLAS AVENUE SUITE 1200 DALLAS TEXAS 75225 UNITED STATES	
DIMITRI BENAK	VP, TALENT & WORKPLACE EXPERIENCE	351 KING STREET EAST, SUITE 200 TORONTO ONTARIO M5A0L6 CANADA	
EUGENE I. DAVIS	Director	5 CANOE BROOK DRIVE LIVINGSTON NEW JERSEY 07039 UNITED STATES	
J. JEFFREY CHESNUT	Treasurer	8235 DOUGLAS AVENUE SUITE 1200 DALLAS TEXAS 75225 UNITED STATES	
JACK TAFFE	Assistant Treasurer	8235 DOUGLAS AVENUE SUITE 1200 DALLAS TEXAS 75225 UNITED STATES	

JASON BEALES	Chief Strategy and Commercial Officer	351 KING STREET EAST SUITE 200 TORONTO ONTARIO M5A 0L6 CANADA
JEFFREY L. FAIR	Vice President, Taxation	8235 DOUGLAS AVENUE SUITE 1200 DALLAS TEXAS 75225 UNITED STATES
LYNETTE MIRANDA	Corporate Controller, Vice-president	351 KING STREET EAST, SUITE 200 TORONTO ONTARIO M5A0L6 CANADA
RICK NEUMAN	Chief Technology Officer	351 KING STREET EAST SUITE 200 TORONTO ONTARIO M5A 0L6 CANADA
SHAWN STEWART	Director, President, Air Miles Reward Program	351 KING STREET EAST SUITE 200 TORONTO ONTARIO M5A 0L6 CANADA

Recognized Agent

Name	Position	Civic Address	Mailing Address
CHARLES S. REAGH	Recognized Agent	600- 1741 LOWER WATER STREET HALIFAX NOVA SCOTIA B3J 0J2 CANADA	PO BOX 997 HALIFAX NOVA SCOTIA B3J 2X2 CANADA

Registry of Joint Stock Companies

Activity

Activity	Date
Company Annual Renewal Statement	28 February 2023
Company Change of Directors and Officers	16 January 2023
Company Change of Directors and Officers	10 January 2023
Company Change of Directors and Officers	15 November 2022
Company Change of Directors and Officers	12 August 2022
Company Annual Renewal Statement	28 January 2022
Authorized Filer - Company	26 January 2022
Authorized Filer - Company	25 January 2022
Company Change of Directors and Officers	12 November 2021
Company Change of Directors and Officers	19 May 2021
Company Change of Directors and Officers	15 March 2021
Date of Filing Amalgamation	01 January 2021
Address Change	15 December 2020
Change of Directors	15 December 2020
Appoint an Agent	15 December 2020

Related Registrations

Relationship	Name
Amalgamated From	LOYALTYONE, CO.
Amalgamated From	CLICKGREENER INC.
Existing Entity	LOYALTYONE, INC.

This is **Exhibit "B"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario

……..
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

NOVA SCOTIA
Registry of Joint Stock Companies

Profile Report

Entity details

Information as of	07 March 2023
Registry ID	3266285
Business/Organization Name	LOYALTYONE TRAVEL SERVICES CO./CIE DES VOYAGES LOYALTYONE
Incorporation Date	17 September 2012
Annual Return due Date	28 February 2023
Type	Unlimited Company
Status	Active
Registered Office	600-1741 LOWER WATER STREET, NOVA SCOTIA, HALIFAX, B3J 0J2, CANADA
Mailing Address	P.O. BOX 997, NOVA SCOTIA, HALIFAX, B3J 2X2, CANADA
Name History	LOYALTYONE TRAVEL SERVICES INC./VOYAGES LOYALTYONE INC. 17 September 2012 24 March 2014

Directors and Officers

Name	Position	Civic Address	Mailing Address
BRUNO SCALZITTI	Vice President, Financial Planning & Analysis	351 KING STREET EAST SUITE 200 TORONTO ONTARIO M5A 0L6 CANADA	
CYNTHIA L. HAGEMAN	ASSISTANT SECRETARY	8235 DOUGLAS AVENUE, SUITE 1200 DALLAS TEXAS 75225 UNITED STATES	
JACK TAFFE	Assistant Treasurer	8235 DOUGLAS AVENUE SUITE 1200 DALLAS TEXAS 75225 UNITED STATES	
JASON BEALES	President	351 KING STREET EAST SUITE 200 TORONTO ONTARIO M5A 0L6 CANADA	
JEFFREY L. FAIR	VICE PRESIDENT, TAXATION	8235 DOUGLAS AVENUE, SUITE 1200 DALLAS TEXAS 75225 UNITED STATES	

LYNETTE MIRANDA	Treasurer	351 KING STREET EAST SUITE 200 TORONTO ONTARIO M5A 0L6 CANADA
RICK NEUMAN	Chief Technology Officer	351 KING STREET EAST SUITE 200 TORONTO ONTARIO M5A 0L6 CANADA
SHAWN STEWART	Director, Chief Executive Officer	351 KING STREET EAST SUITE 200 TORONTO ONTARIO M5A 0L6 CANADA

Recognized Agent

Name	Position	Civic Address	Mailing Address
CHARLES S. REAGH	Recognized Agent	600-1741 LOWER WATER STREET HALIFAX NOVA SCOTIA B3J 0J2 CANADA	P.O. BOX 997 HALIFAX NOVA SCOTIA B3J 2X2 CANADA

Activity

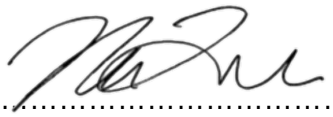
Activity	Date
Company Change of Directors and Officers	10 January 2023
Company Annual Renewal Statement	23 February 2022
Company Change of Directors and Officers	12 November 2021
Company Annual Renewal Statement	17 February 2021
Change Address for Agent	18 December 2020
Address Change	18 December 2020
Annual Statement Filed	27 February 2020
Annual Renewal	27 February 2020
Change of Directors	26 June 2019
Annual Statement Filed	21 December 2018
Annual Renewal	21 December 2018
Change of Directors	24 May 2018
Annual Statement Filed	20 February 2018
Annual Renewal	20 February 2018
Change of Directors	31 October 2017
Annual Statement Filed	28 February 2017
Annual Renewal	28 February 2017
Change of Directors	26 February 2016

NOVA SCOTIA

Registry of Joint Stock Companies

Annual Renewal	18 February 2016
Annual Statement Filed	18 February 2016
Change of Directors	18 June 2015
Annual Renewal	09 February 2015
Annual Statement Filed	09 February 2015
Appoint an Agent	05 May 2014
Annual Statement Filed	25 March 2014
Annual Renewal	25 March 2014
Import Company Already Registered with Name Change as ULC	21 March 2014
Address Change	21 March 2014
Change of Directors	21 March 2014
Annual Renewal	01 February 2013
Annual Statement Filed	01 February 2013
Registered	17 September 2012
Incorporated in other Jurisdiction	21 February 1992

This is **Exhibit "C"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario



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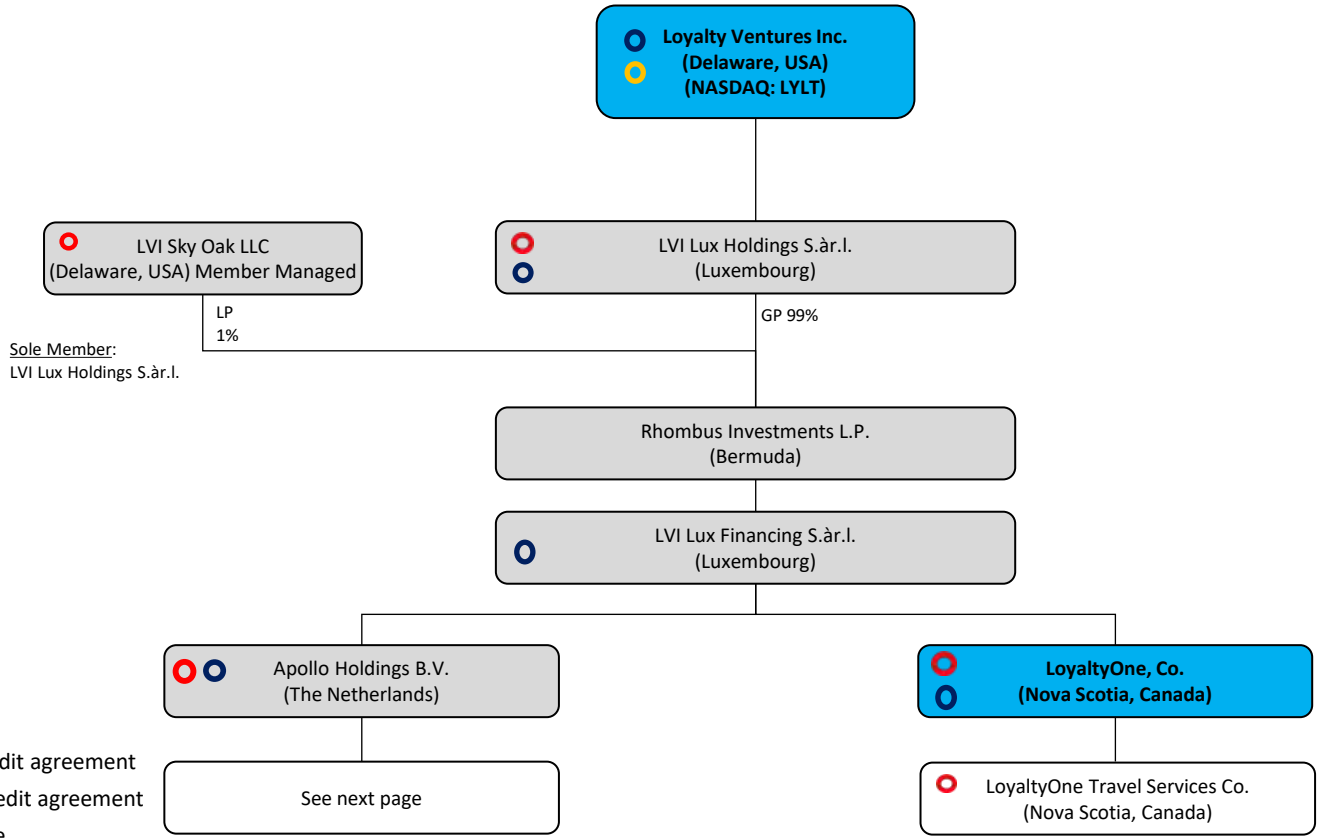
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

Loyalty Ventures Inc.

Corporate structure – Current as of March 8, 2023



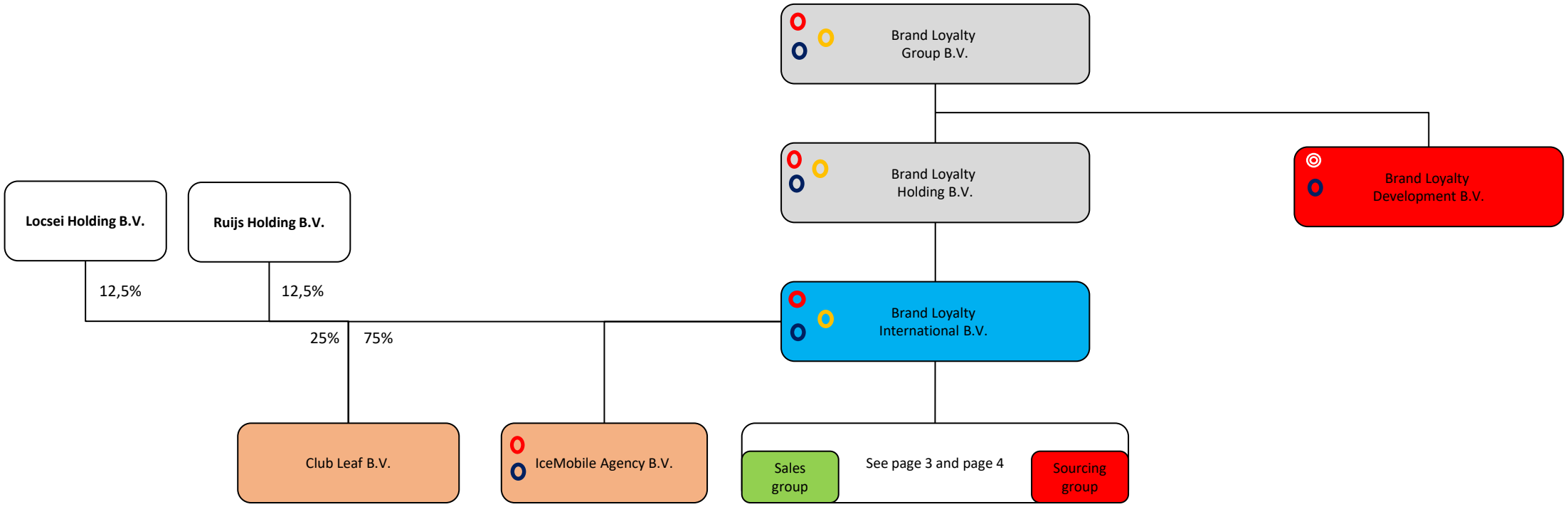
Means Borrower company under credit agreement

Means Guarantor company under credit agreement

Means companies subject to a pledge

All companies are owned 100% with corresponding voting rights, unless otherwise specified.

BrandLoyalty Group



O Means Borrower company under credit agreement

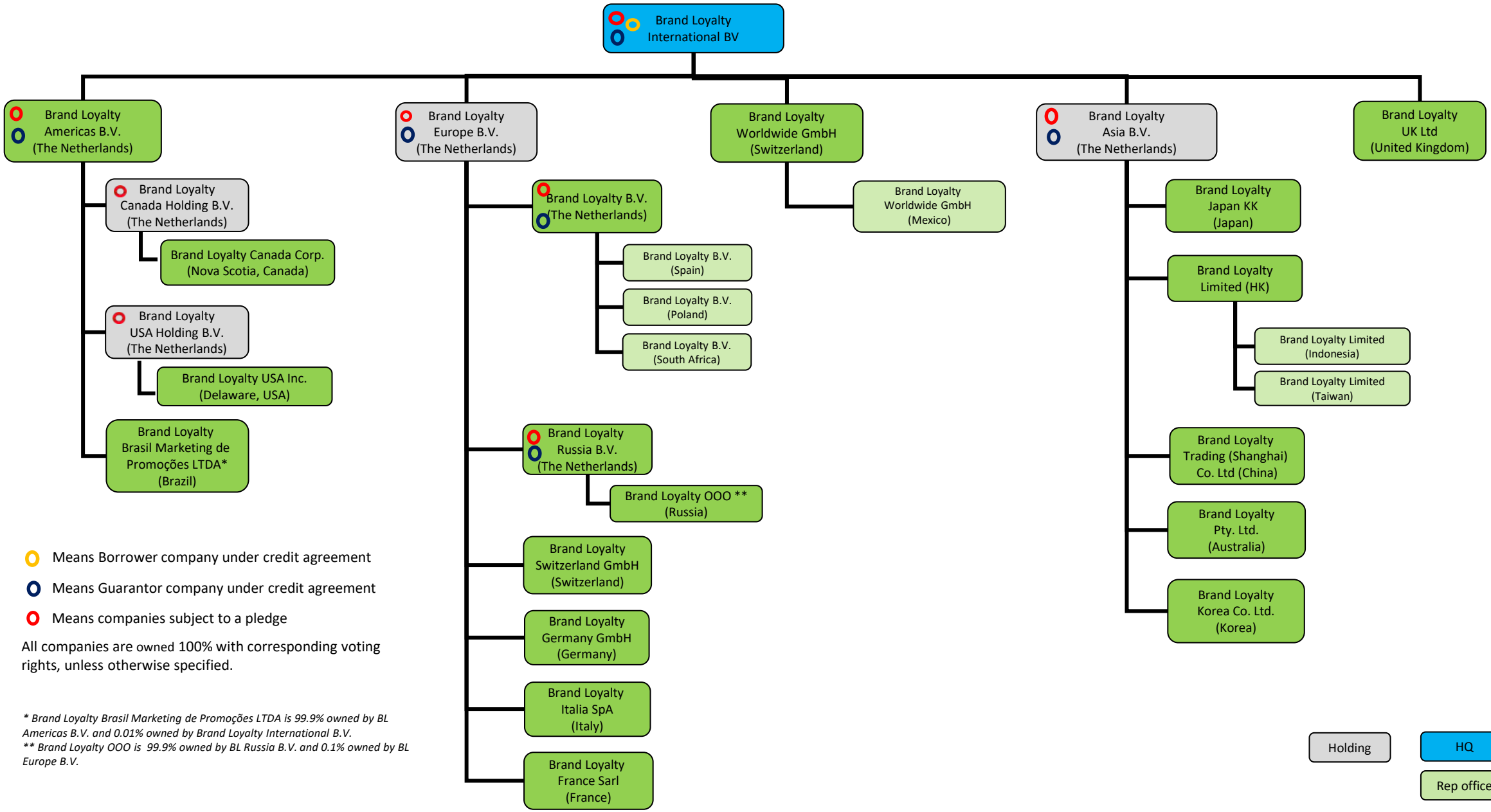
O Means Guarantor company under credit agreement

O Means companies subject to a pledge (appears white on a red background)

All companies are (i) owned 100% with corresponding voting rights and (ii) incorporated in the Netherlands, unless otherwise specified.

HQ | Sourcing | Verticals | Holding

BrandLoyalty Sales Entities



Means Borrower company under credit agreement

Means Guarantor company under credit agreement

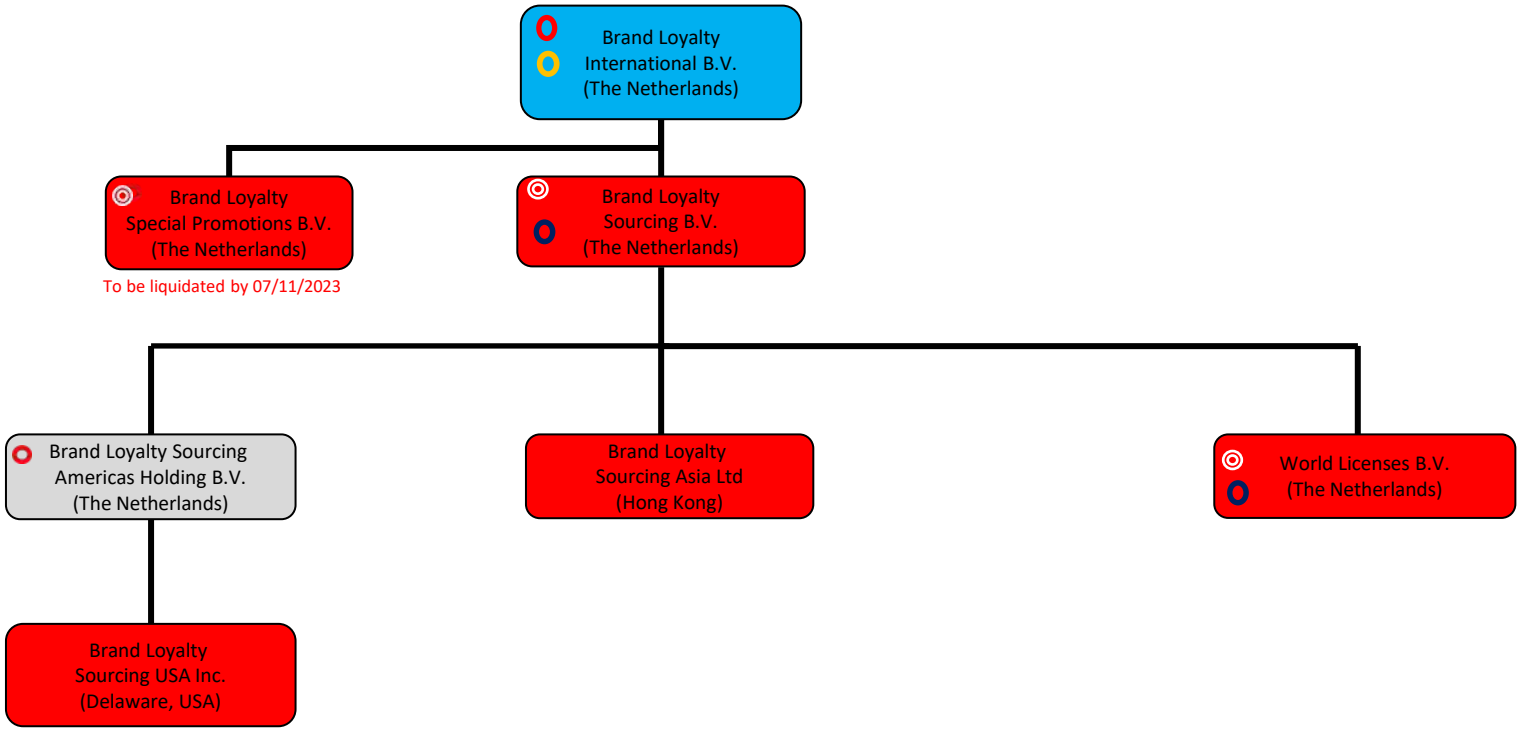
Means companies subject to a pledge

All companies are owned 100% with corresponding voting rights, unless otherwise specified.

** Brand Loyalty Brasil Marketing de Promoções LTDA is 99.9% owned by BL Americas B.V. and 0.01% owned by Brand Loyalty International B.V.*
*** Brand Loyalty OOO is 99.9% owned by BL Russia B.V. and 0.1% owned by BL Europe B.V.*

Holding | HQ | Sourcing | Rep office | NSO

BrandLoyalty Sourcing Entities



Means Borrower company under credit agreement

Means Guarantor company under credit agreement

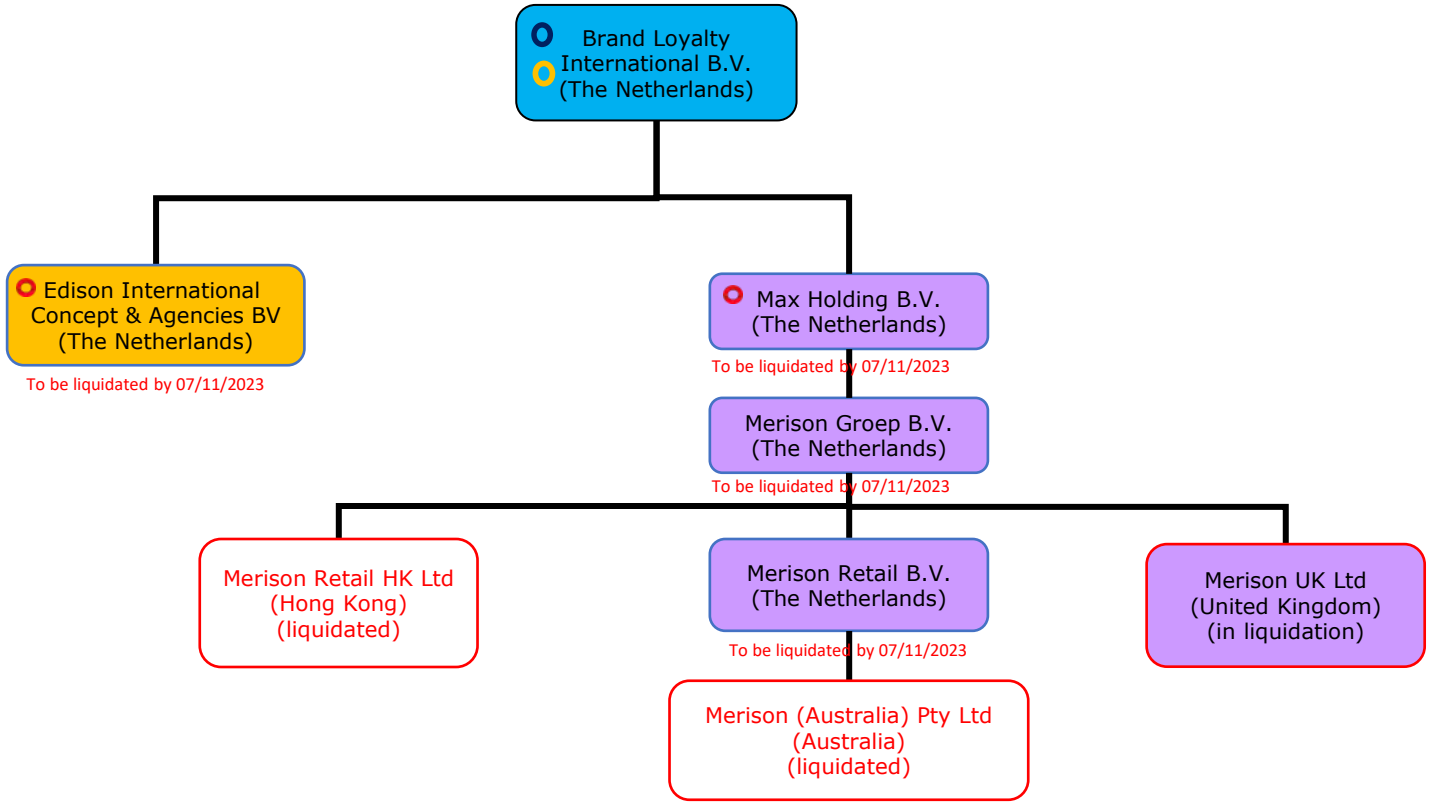
Means companies subject to a pledge (appears white on red background)

All companies are owned 100% with corresponding voting rights, unless otherwise specified.

Holding

Sourcing

Edison and Merison Entities



Means Borrower company under credit agreement

Means Guarantor company under credit agreement

Means companies subject to a pledge

All companies are owned 100% with corresponding voting rights, unless otherwise specified.

Merison

HQ

Edison

This is **Exhibit "D"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario

……..
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

Exhibit 10.2

TAX MATTERS AGREEMENT

between

Alliance Data Systems Corporation,

on behalf of itself and the members of the ADS Group,

and

Loyalty Ventures Inc.,

on behalf of itself and the members of the Loyalty Ventures Group

Dated as of November 5, 2021

TABLE OF CONTENTS

TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (the "**Agreement**") is entered into as of November 5, 2021 between Alliance Data Systems Corporation ("**ADS**"), a Delaware corporation, on behalf of itself and the members of the ADS Group and Loyalty Ventures Inc. ("**Loyalty Ventures**"), a Delaware corporation, on behalf of itself and the members of the Loyalty Ventures Group.

W I T N E S S E T H:

WHEREAS, pursuant to the Tax laws of various jurisdictions, certain members of the Loyalty Ventures Group presently file certain Tax Returns on an affiliated, consolidated, combined, unitary, fiscal unity or other group basis (including as permitted by Section 1501 of the Internal Revenue Code of 1986, as amended, the "**Code**") with certain members of the ADS Group;

WHEREAS, ADS and Loyalty Ventures have entered into a Separation and Distribution Agreement, dated November 3, 2021 (the "**Separation Agreement**"), pursuant to which the Contribution, the Distribution and other related transactions will be consummated;

WHEREAS, the Restructuring, together with the Contribution, the Distribution, the Equity-for-Debt Exchange and the Boot Purge, are intended to qualify for the Intended Tax Treatment; and

WHEREAS, ADS and Loyalty Ventures desire to set forth their agreement on the rights and obligations of ADS, Loyalty Ventures and the members of the ADS Group and the Loyalty Ventures Group respectively, with respect to (a) the administration and allocation of federal, state, local and foreign Taxes incurred in Taxable periods beginning prior to the Distribution Date, (b) Taxes resulting from the Distribution and transactions effected in connection with the Distribution and (c) various other Tax matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. *Definitions*. (a) As used in this Agreement:

"**Active Trade or Business**" means the LoyaltyOne Business, the active conduct (as defined in Section 355(b)(2) of the Code, and taking into account Section 355(b)(3) of the Code and the Treasury Regulations thereunder) of which the Loyalty Ventures Group was engaged in immediately prior to the Distribution.

"**ADS**" has the meaning ascribed thereto in the preamble.

"**ADS Business**" has the meaning set forth in the Separation Agreement.

"**ADS Compensatory Equity Interests**" means any options, stock appreciation rights, restricted stock, stock units or other rights with respect to ADS stock that are

granted on or prior to the Distribution Date by any member of the ADS Group in connection with employee, independent contractor or director compensation or other employee benefits (including, for the avoidance of doubt, options, stock appreciation rights, restricted stock, restricted stock units, performance share units or other rights issued in respect of any of the foregoing by reason of the Distribution or any subsequent transaction).

"**ADS Group**" has the meaning set forth in the Separation Agreement.

"**ADS Separate Tax Return**" means any Tax Return that is required to be filed by, or with respect to, a member of the ADS Group that is not a Combined Tax Return.

"**Affiliate**" has the meaning set forth in the Separation Agreement.

"**Agreement**" has the meaning set forth in the preamble.

"**Applicable Law**" (or "**Applicable Tax Law**," as the case may be) has the meaning of "Applicable Law" set forth in the Separation Agreement.

"**Boot Purge**" has the meaning set forth in the Separation Agreement.

"**Business Day**" has the meaning set forth in the Separation Agreement.

"**Cash Proceeds**" has the meaning set forth in the Separation Agreement.

"**Closing of the Books Method**" means the apportionment of items between Taxable periods (or portions of a Taxable period) based on a closing of the books and records on the close of the Distribution Date (in the event that the Distribution Date is not the last day of the Taxable period, as if the Distribution Date were the last day of the Taxable period), subject to adjustment for items accrued on the Distribution Date that are properly allocable to the Taxable period following the Distribution, as determined by ADS in accordance with Applicable Law; *provided* that Taxes not based upon or measured by net or gross income or specific events shall be apportioned between the Pre- and Post-Distribution Periods on a *pro rata* basis in accordance with the number of days in each Taxable period.

"**Code**" has the meaning set forth in the Preamble.

"**Combined Group**" means any group consisting of at least two members that filed or was required to file (or will file or be required to file) a Tax Return on an affiliated, consolidated, combined, unitary, fiscal unity or other group basis (including as permitted by Section 1501 of the Code) that includes at least one member of the ADS Group and at least one member of the Loyalty Ventures Group.

"**Combined Tax Return**" means a Tax Return filed in respect of U.S. federal, state, local or non-U.S. income Taxes for a Combined Group, or any other affiliated, consolidated, combined, unitary, fiscal unity or other group basis (including as permitted by Section 1501 of the Code) Tax Return of a Combined Group.

"**Company**" means ADS or Loyalty Ventures (or the appropriate member of each of their respective Groups), as appropriate.

"**Contribution**" has the meaning set forth in the Separation Agreement.

"**Distribution**" has the meaning set forth in the Separation Agreement.

"**Distribution Date**" has the meaning set forth in the Separation Agreement.

"**Distribution Documents**" has the meaning set forth in the Separation Agreement.

"**Distribution Time**" has the meaning set forth in the Separation Agreement.

"**Equity-for-Debt Exchange**" has the meaning set forth in the Separation Agreement.

"**Equity Interests**" means any stock or other securities treated as equity for Tax purposes, options, warrants, rights, convertible debt, or any other instrument or security that affords any Person the right, whether conditional or otherwise, to acquire stock or to be paid an amount determined by reference to the value of stock.

"**Final Determination**" means (i) with respect to U.S. federal income Taxes, (A) a "determination" as defined in Section 1313(a) of the Code (including, for the avoidance of doubt, an executed IRS Form 906) or (B) the execution of an IRS Form 870-AD (or any successor form thereto), as a final resolution of Tax liability for any Taxable period, except that a Form 870-AD (or successor form thereto) that reserves the right of the taxpayer to file a claim for refund or the right of the IRS to assert a further deficiency shall not constitute a Final Determination with respect to the item or items so reserved; (ii) with respect to Taxes other than U.S. federal income Taxes, any final determination of liability in respect of a Tax that, under Applicable Tax Law, is not subject to further appeal, review or modification through proceedings or otherwise; (iii) with respect to any Tax, any final disposition by reason of the expiration of the applicable statute of limitations (giving effect to any extension, waiver or mitigation thereof); or (iv) with respect to any Tax, the payment of such Tax by any member of the ADS Group or any member of the Loyalty Ventures Group, whichever is responsible for payment of such Tax under Applicable Tax Law, with respect to any item disallowed or adjusted by a Taxing Authority; *provided*, in the case of this clause (iv), that the provisions of Section 15 hereof have been complied with, or, if such section is inapplicable, that the Company responsible under this Agreement for such Tax is notified by the Company paying such Tax that it has determined that no action should be taken to recoup such disallowed item, and the other Company agrees with such determination.

"**Governmental Authority**" has the meaning set forth in the Separation Agreement.

"**Group**" has the meaning set forth in the Separation Agreement.

"**Indemnified Party**" means the party which is entitled to seek indemnification from another party pursuant to the provisions of Section 11.

"**Intended Tax Treatment**" means the qualification of (i) the Contribution and the Distribution, taken together, as a reorganization within the meaning of Section 368(a)(1)(D) of the Code and each of ADS and Loyalty Ventures as a "party to reorganization" within the meaning of Section 368(b) of the Code, (ii) the Distribution as a tax-free transaction under section 355(a) and 361(c) of the Code, (iii) the Equity-for-Debt Exchange as a transfer of "qualified property" to ADS's creditors in connection with the reorganization described in clause (i) for purposes of Section 361(c) of the Code, (iv) the Boot Purge as money distributed to ADS's creditors in connection with the reorganization described in clause (i) for purposes of Section 361(b) of the Code, (v) the transactions described on Schedule A as set forth therein, and (vi) such treatment as described in each of clauses (i)-(v) under the corresponding provisions of state law.

"**IRS**" has the meaning set forth in the Separation Agreement.

"**LoyaltyOne Business**" has the meaning set forth in the Separation Agreement.

"**Loyalty Ventures Carried Item**" shall mean any Tax Attribute of the Loyalty Ventures Group that may or must be carried from one Taxable period to another prior Taxable period under the Code or other Applicable Tax Law.

"**Loyalty Ventures Common Stock**" has the meaning set forth in the Separation Agreement.

"**Loyalty Ventures Compensatory Equity Interests**" means any options, stock appreciation rights, restricted stock, stock units or other rights with respect to the capital stock of Loyalty Ventures that are granted following the Distribution Time by any member of the Loyalty Ventures Group in connection with employee, independent contractor or director compensation or other employee benefits (including, for the avoidance of doubt, options, stock appreciation rights, restricted stock, restricted stock units, performance share units or other rights issued in respect of any of the foregoing by reason of the Distribution or any subsequent transaction).

"**Loyalty Ventures Disqualifying Action**" means (a) any action (or the failure to take any action) by any member of the Loyalty Ventures Group after the Distribution Time (including entering into any agreement, understanding or arrangement or any negotiations with respect to any transaction or series of transactions), (b) any event (or series of events) after the Distribution Time involving the capital stock of Loyalty Ventures or any assets of any member of the Loyalty Ventures Group or (c) any breach by any member of the Loyalty Ventures Group after the Distribution Time of any representation, warranty or covenant made by it in this Agreement, that, in each case, would affect the Intended Tax Treatment; *provided*, *however*, that the term "**Loyalty Ventures Disqualifying Action**" shall not include any action entered into pursuant to any Distribution Document (other than this Agreement) or that is undertaken pursuant to the Restructuring (including the Contribution) or the Distribution.

"**Loyalty Ventures Group**" has the meaning set forth in the Separation Agreement.

"**Loyalty Ventures Separate Tax Return**" means any Tax Return that is required to be filed by, or with respect to, any member of the Loyalty Ventures Group that is not a Combined Tax Return.

"**Person**" has the meaning set forth in Section 7701(a)(1) of the Code.

"**PLR**" has the meaning set forth in the Separation Agreement.

"**PLR Request**" means any letter or other materials submitted by ADS to the IRS in connection with the PLR.

"**Post-Distribution Period**" means any Taxable period (or portion thereof) beginning after the Distribution Date.

"**Pre-Distribution Loyalty Ventures Separate Tax Return**" means any Loyalty Ventures Separate Tax Return that relates in whole or part to a Pre-Distribution Period.

"**Pre-Distribution Period**" means any Taxable period (or portion thereof) ending on or before the Distribution Date.

"**Restructuring**" has the meaning set forth in the Separation Agreement.

"**Specified Event**" means (i) any failure of the Intended Tax Treatment with respect to (A) the Restructuring (including the Contribution) or (B) the Distribution, the Equity-for-Debt Exchange or the Boot Purge or (ii) any other event, in the case of clause (i) or (ii), that results in (x) a liability for Taxes with respect to a Pre-Distribution Period imposed on any member of the ADS Group and (y) a Tax Attribute with respect to any member of the Loyalty Ventures Group.

"**Separation Agreement**" has the meaning set forth in the recitals.

"**Separation Taxes**" means any Taxes incurred solely as a result of the failure of the Intended Tax Treatment of the Restructuring (or any step or transaction that is a part thereof, including the Contribution) or the Distribution, the Equity-for-Debt Exchange or the Boot Purge.

"**Straddle Tax Returns**" means a Tax Return of a member of the Loyalty Ventures Group with respect to a taxable period that includes but does not end on the Distribution Date.

"**Tax**" (and the correlative meaning, "**Taxes,**" "**Taxing**" and "**Taxable**") means (i) any tax, including any net income, gross income, gross receipts, recapture, alternative or add-on minimum, sales, use, business and occupation, value-added, trade, goods and services, ad valorem, franchise, profits, net wealth, license, business royalty, withholding, payroll, employment, capital, excise, transfer, recording, severance, stamp, occupation,

premium, property, asset, real estate acquisition, environmental, custom duty, impost, obligation, assessment, levy, tariff or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest and any penalty, addition to tax or additional amount imposed by a Taxing Authority; or (ii) any liability of any member of the ADS Group or the Loyalty Ventures Group for the payment of any amounts described in clause (i) as a result of any express or implied obligation to indemnify any other Person.

"**Tax Attribute**" means net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, unused general business credit, alternative minimum tax credit or any other Tax Item that could reduce a Tax liability.

"**Tax Advisor**" means Davis Polk & Wardwell LLP.

"**Tax Item**" means any item of income, gain, loss, deduction, credit, recapture of credit or any other item that can increase or decrease Taxes paid or payable.

"**Tax Opinion**" shall mean the legal opinion or legal opinions delivered to ADS by the Tax Advisor with respect to certain U.S. federal income tax consequences of the Restructuring, the Contribution and/or the Distribution, the Equity-for-Debt Exchange or the Boot Purge.

"**Tax Proceeding**" means any Tax audit, dispute, examination, contest, litigation, arbitration, action, suit, claim, cause of action, review, inquiry, assessment, hearing, complaint, demand, investigation or proceeding (whether administrative, judicial or contractual).

"**Tax-Related Losses**" means, with respect to any Taxes imposed pursuant to any settlement, determination, judgment or otherwise, (i) all accounting, legal and other professional fees, and court costs incurred in connection with such Taxes, as well as any other out-of-pocket costs incurred in connection with such Taxes and (ii) all damages, costs, and expenses associated with stockholder litigation or controversies and any amount paid by any member of the ADS Group or any member of the Loyalty Ventures Group in respect of the liability of shareholders, whether paid to shareholders or to the IRS or any other Taxing Authority.

"**Tax Refund**" means any refund, reimbursement, offset, credit, or other similar benefit in respect of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied against other Taxes payable), including any interest paid on or with respect to such refund of Taxes.

"**Tax Representation Letters**" means the representations provided by Loyalty Ventures and ADS to the Tax Advisor in connection with the rendering by the Tax Advisor of the Tax Opinion.

"**Tax Return**" means any Tax return, statement, report, form, election, bill, certificate, claim or surrender (including estimated Tax returns and reports, extension

requests and forms, and information returns and reports), or statement or other document or written information filed or required to be filed with any Taxing Authority, including any amendment thereof, appendix, schedule or attachment thereto.

"**Taxing Authority**" means any Governmental Authority (domestic or foreign), including, without limitation, any state, municipality, political subdivision or governmental agency, responsible for the imposition, assessment, administration, collection, enforcement or determination of any Tax.

"**Transfer Taxes**" means all U.S. federal, state, local or non-U.S. sales, use, privilege, value added, transfer, documentary, stamp, duties, real estate transfer, controlling interest transfer, recording and similar Taxes and fees (including any penalties, interest or additions thereto) imposed upon any member of the ADS Group or any member of the Loyalty Ventures Group in connection with the Restructuring (including the Contribution), the Distribution, the Equity-for-Debt Exchange or the Boot Purge.

"**Treasury Regulations**" means the regulations promulgated from time to time under the Code as in effect for the relevant taxable period.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
Compensation Liability	Section 7(b)
Compensation Tax Benefit	Section 7(b)
Due Date	Section 12(a)
Indemnified Party	Section 11(d)
Past Practices	Section 4(f)(i)
Proposed Acquisition Transaction	Section 9(b)(iv)
PTI	Section 5(b)
Section 336(e) Election	Section 10(a)
Section 9(b)(iv)(F) Acquisition Transaction	Section 9(b)(iv)
Tax Arbiter	Section 24
Tax Materials	Section 9(a)
Tax Refund Recipient	Section 8(c)

(c) All capitalized terms used but not defined herein shall have meanings set forth in the Separation Agreement. Any term used in this Agreement which is not defined in this Agreement or the Separation Agreement shall, to the extent the context requires, have the meaning assigned to it in the Code or the applicable Treasury Regulations thereunder (as interpreted in administrative pronouncements and judicial decisions) or in comparable provisions of Applicable Tax Law.

Section 2. *Sole Tax Sharing Agreement.* Any and all existing Tax sharing agreements or arrangements, written or unwritten, between any member of the ADS Group, on the one hand, and any member of the Loyalty Ventures Group, on the other hand, if not previously terminated, shall be terminated as of the Distribution Date without

any further action by the parties thereto. Following the Distribution, no member of the Loyalty Ventures Group or the ADS Group shall have any further rights or liabilities thereunder, and this Agreement and the Distribution Documents (to the extent such Distribution Documents reflect an agreement between the Parties as to Tax sharing) shall be the sole Tax sharing agreement between the members of the Loyalty Ventures Group on the one hand, and the members of the ADS Group, on the other hand.

Section 3. *Allocation of Taxes*.

(a) *General Allocation Principles*. Except as provided in Section 3(c) or Section 11, all Taxes shall be allocated as follows:

(i) *Allocation of Taxes for Combined Tax Returns*. Except as provided in Section 3(b), ADS shall be allocated all Taxes reported, or required to be reported, on any Combined Tax Return that any member of the ADS Group files or is required to file under the Code or other Applicable Tax Law; *provided, however,* that to the extent any such Combined Tax Return includes any Tax Item attributable to (A) any member of the Loyalty Ventures Group or (B) the LoyaltyOne Business, in each case, in respect of any Post-Distribution Period, Loyalty Ventures shall be allocated all Taxes attributable to such Tax Items as determined by ADS in its reasonable discretion.

(ii) Allocation of Taxes Reflected on Separate Tax Returns.

(A) ADS shall be allocated all Taxes reported, or required to be reported, on (x) an ADS Separate Tax Return and (y) a Pre-Distribution Loyalty Ventures Separate Tax Return; *provided, however,* that to the extent any such Pre-Distribution Loyalty Ventures Separate Tax Return includes any Tax Item attributable to (A) any member of the Loyalty Ventures Group or (B) the LoyaltyOne Business, in each case, in respect of any Post-Distribution Period, Loyalty Ventures shall be allocated all Taxes attributable to such Tax Items as determined by ADS in its reasonable discretion.

(B) Loyalty Ventures shall be allocated all Taxes reported, or required to be reported, on a Loyalty Ventures Separate Tax Return other than a Pre-Distribution Loyalty Ventures Separate Tax Return.

(iii) Taxes Not Reported on Tax Returns.

(A) ADS shall be allocated any Tax attributable to any member of the ADS Group that is not required to be reported on a Tax Return.

(B) Loyalty Ventures shall be allocated any Tax attributable to any member of the Loyalty Ventures Group that is not required to be reported on a Tax Return.

(b) *Allocation Conventions*. Except as otherwise set forth in Section 3(c):

(i) All Taxes allocated pursuant to Section 3(a) shall be allocated in accordance with the Closing of the Books Method; *provided, however,* that if a Loyalty Ventures Group member does not close its Taxable year on the Distribution Date, the Tax attributable to the operations of the members of the Loyalty Ventures Group for any Pre-Distribution Period shall be the Tax computed using a hypothetical closing of the books consistent with the Closing of the Books Method (except to the extent otherwise agreed upon by ADS and Loyalty Ventures).

(ii) Any Tax Item of Loyalty Ventures or any member of the Loyalty Ventures Group arising from a transaction engaged in outside the ordinary course of business on the Distribution Date after the Distribution Time shall be allocable to Loyalty Ventures and any such transaction by or with respect to Loyalty Ventures or any member of the Loyalty Ventures Group occurring after the Distribution Time shall be treated for all Tax purposes (to the extent permitted by Applicable Tax Law) as occurring at the beginning of the day following the Distribution Date in accordance with the principles of Treasury Regulations Section 1.1502-76(b) (assuming no election is made under Treasury Regulations Section 1.1502-76(b)(2)(ii) (relating to a ratable allocation of a year's Tax Items)); *provided* that the foregoing shall not include any action that is undertaken pursuant to the Restructuring (including the Contribution) or the Distribution.

(c) *Special Allocation Rules.* Notwithstanding any other provision in this Section 3, the following Taxes shall be allocated as follows:

(i) *Transfer Taxes.* Transfer Taxes shall be allocated 50% to ADS and 50% to Loyalty Ventures, *provided* that with respect to any such Transfer Tax that is recoverable, ADS or Loyalty Ventures, as applicable, shall use commercially reasonable efforts to recover, all or a portion of, such Transfer Tax from the relevant Tax authority.

(ii) *Taxes Relating to ADS Compensatory Equity Interests*. Any Tax liability (including, for the avoidance of doubt, the satisfaction of any withholding Tax obligation) relating to the issuance, exercise, vesting or settlement of any ADS Compensatory Equity Interest shall be allocated in a manner consistent with Section 7.

(iii) *Section 965 Taxes*. Liability for any installment payments required to be made pursuant to the election made by a member of the ADS Group or a member of the Loyalty Ventures Group (that was a member of such Loyalty Ventures Group prior to the Distribution Date) under Section 965(h) of the Code, and any adjustments thereto, shall be allocated to ADS.

(iv) *Taxes Covered by Distribution Documents*. Subject to the preceding clauses of this Section 3(c) and Section 11, any liability or other matter relating to Taxes that is specifically addressed in any Distribution Document shall be allocated or governed as provided in such Distribution Document.

Section 4. *Preparation and Filing of Tax Returns*.

(a) *Combined Tax Returns*.

(i) ADS shall prepare and file, or cause to be prepared and filed, Combined Tax Returns for which a member of a Combined Group is required or, as provided in Section 4(f)(iii), elects to file a Combined Tax Return. Each member of any such Combined Group shall execute and file such consents, elections and other documents as may be required, appropriate or otherwise requested by ADS in connection with the filing of such Combined Tax Returns.

(ii) To the extent the Combined Tax Return reflects operations of Loyalty Ventures Group for a Taxable period that includes the Distribution Date, ADS shall include in such Combined Tax Return the results of such member of the Loyalty Ventures Group, as the case may be, on the basis of the Closing of the Books Method to the extent permitted by Applicable Tax Law.

(b) *Straddle Tax Returns and Pre-Distribution Loyalty Ventures Separate Tax Returns*. Loyalty Ventures shall prepare, or cause to be prepared, all Straddle Tax Returns and all Pre-Distribution Loyalty Ventures Separate Tax Returns. Loyalty Ventures shall submit to ADS a copy of each Straddle Tax Return and each Pre-Distribution Loyalty Ventures Separate Tax Return no later than 30 days prior to the date such Tax Return is required to be filed, and Loyalty Ventures shall reflect any reasonable comments on such Tax Returns with respect to a Pre-Distribution Period provided by ADS no later than 10 days prior to the date such Tax Return is required to be filed. Loyalty Ventures shall not file or cause to be filed any Straddle Tax Returns or Pre-Distribution Loyalty Ventures Separate Tax Returns without the consent of ADS, which consent shall not be unreasonably withheld or delayed. The Parties shall work together to resolve any issues arising out of the review of such Tax Returns pursuant to Section 24. Loyalty Ventures shall file, or cause to be filed, any such Straddle Tax Returns and Pre-Distribution Loyalty Ventures Separate Tax Returns required to be filed.

(c) *Other Loyalty Ventures Separate Tax Returns*. Loyalty Ventures shall prepare and file (or cause to be prepared and filed) all Loyalty Ventures Separate Tax Returns other than Pre-Distribution Loyalty Ventures Separate Tax Returns.

(d) *Provision of Information; Timing*. Loyalty Ventures shall maintain all necessary information for ADS (or any of its Affiliates) to file any Tax Return that ADS is required or permitted to file under this Section 4, and shall provide to ADS all such necessary information in accordance with the ADS Group's past practice. ADS shall maintain all necessary information for Loyalty Ventures (or any of its Affiliates) to file any Tax Return that Loyalty Ventures is required or permitted to file under this Section 4, and shall provide Loyalty Ventures with all such necessary information in accordance with the Loyalty Ventures Group's past practice. Without limiting the foregoing, the party that files, or causes to be filed, any Tax Return shall maintain contemporaneous transfer pricing documentation, in compliance with all applicable laws, with respect to such Tax Returns.

(e) *Review of Combined Tax Returns with Loyalty Ventures Tax Liability.* ADS shall submit to Loyalty Ventures a draft of the portions of any Combined Tax Returns that relate solely to any member of the Loyalty Ventures Group and that reflect a Tax liability allocated to Loyalty Ventures pursuant to Section 3(a)(i). ADS shall use (x) commercially reasonable efforts to make such portions of a Tax Return available for review as required under this paragraph no later than 30 days prior to the due date for filing of such Tax Return and (y) commercially reasonable efforts to have such Tax Return modified to reflect any reasonable comments provided by Loyalty Ventures no later than 10 days prior to the due date for filing, taking into account the party responsible for payment of the Tax (if any) reported on such Tax Return and the materiality of the Tax liability allocable to the requesting party with respect to such Tax Return.

(f) *Special Rules Relating to the Preparation of Tax Returns*.

(i) *General Rule*. Except as provided in this Section 4(f), Loyalty Ventures shall prepare (or cause to be prepared) any Tax Return, with respect to Taxable periods (or portions thereof) ending prior to or on the Distribution Date, for which it is responsible under this Section 4 in accordance with past practices, accounting methods, elections or conventions ("**Past Practices**") used by the members of the ADS Group prior to the Distribution Date with respect to such Tax Return to the extent permitted by Applicable Law, and to the extent any items, methods or positions are not covered by Past Practices, as directed by ADS in its reasonable discretion to the extent permitted by Applicable Law.

(ii) *Consistency with Intended Tax Treatment*. All Tax Returns that include any member of the ADS Group or any member of the Loyalty Ventures Group shall be prepared in a manner that is consistent with the Intended Tax Treatment.

(iii) *Election to File Combined Tax Returns*. ADS shall have the sole discretion to file any Combined Tax Return if the filing of such Tax Return is elective under Applicable Tax Law. Each member of any such Combined Group shall execute and file such consents, elections and other documents as may be required, appropriate or otherwise requested by ADS in connection with the filing of such Combined Tax Returns.

(iv) *Preparation of Transfer Tax Returns*. The Company required under Applicable Tax Law to file any Tax Returns in respect of Transfer Taxes shall prepare and file (or cause to be prepared and filed) such Tax Returns. If required by Applicable Tax Law, ADS and Loyalty Ventures shall, and shall cause their respective Affiliates to, cooperate in preparing and filing, and join the execution of, any such Tax Returns.

(v) *Payment of Taxes.* ADS shall pay (or cause to be paid) to the proper Taxing Authority the Tax shown as due on any Tax Return for which a member of the ADS Group is responsible for filing under this Section 4, and Loyalty Ventures shall pay (or cause to be paid) to the proper Taxing Authority

the Tax shown as due on any Tax Return for which a member of the Loyalty Ventures Group is responsible for filing under Section 4. If any member of the ADS Group is required to make a payment to a Taxing Authority for Taxes allocated to Loyalty Ventures under Section 3, Loyalty Ventures shall pay the amount of such Taxes to ADS in accordance with Section 11 and Section 12. If any member of the Loyalty Ventures Group is required to make a payment to a Taxing Authority for Taxes allocated to ADS under Section 3, ADS shall pay the amount of such Taxes to Loyalty Ventures in accordance with Section 11 and Section 12.

Section 5. *Apportionment of Earnings and Profits and Tax Attributes*.

(a) Tax Attributes arising in a Pre-Distribution Period will be allocated to (and the benefits and burdens of such Tax Attributes will inure to) the members of the ADS Group and the members of the Loyalty Ventures Group in accordance with ADS's historical practice as determined by ADS in its sole discretion (including historical methodologies for making corporate allocations), if any, the Code, Treasury Regulations, and any applicable state, local and foreign law.

(b) Upon the reasonable request of Loyalty Ventures in writing, ADS shall in good faith, based on information reasonably available to it, advise Loyalty Ventures in writing, as soon as reasonably practicable after the receipt of such request, of ADS's estimate of the portion, if any, of any earnings and profits, previously taxed earnings and profits (within the meaning of Section 959 of the Code ("**PTI**")), Tax Attributes, tax basis, overall foreign loss or other consolidated, combined or unitary attribute which ADS determines is expected to be allocated or apportioned to the members of the Loyalty Ventures Group under Applicable Tax Law. In the event of any adjustments to the previously delivered estimates of the portion of earnings and profits, Tax Attributes, Tax basis, overall foreign loss or other consolidated, combined or unitary attribute determined by ADS, ADS shall promptly advise Loyalty Ventures in writing of such adjustment. Loyalty Ventures shall reimburse ADS for all reasonable third-party costs and expenses actually incurred by the ADS Group in connection with providing such estimation requested by Loyalty Ventures within forty-five (45) days after receiving an invoice from ADS therefor. For the avoidance of doubt, ADS shall not be liable to any member of the Loyalty Ventures Group for any failure of any determination under this Section 5(b) to be accurate under Applicable Tax Law, provided such determination was made in good faith. All members of the Loyalty Ventures Group shall prepare all Tax Returns in accordance with the written notices provided by ADS to Loyalty Ventures pursuant to this Section 5(b).

(c) Except as otherwise provided herein, to the extent that the amount of any earnings and profits, PTI, Tax Attributes, Tax basis, overall foreign loss or other consolidated, combined or unitary attribute allocated to members of the ADS Group or the Loyalty Ventures Group pursuant to Section 5(b) is later reduced or increased by a Taxing Authority or as a result of a Tax Proceeding, such reduction or increase shall be allocated to the Company to which such earnings and profits, Tax Attributes, Tax basis,

overall foreign loss or other consolidated, combined or unitary attribute was allocated pursuant to this Section 5, as determined by ADS in good faith.

Section 6. *Utilization of Tax Attributes*.

(a) *Amended Returns.* Any amended Tax Return or claim for a Tax Refund with respect to any member of the Loyalty Ventures Group may be made only by the party responsible for preparing the original Tax Return with respect to such member of the Loyalty Ventures Group pursuant to Section 4.

(b) *ADS Discretion*. Loyalty Ventures hereby agrees that ADS shall be entitled to determine in its sole discretion whether to (x) file or to cause to be filed any claim for a Tax Refund or adjustment of Taxes with respect to any Combined Tax Return in order to claim in any Pre-Distribution Period any Loyalty Ventures Carried Item, (y) make or cause to be made any available elections to waive the right to claim in any Pre-Distribution Period, with respect to any Combined Tax Return, any Loyalty Ventures Carried Item, and (z) make or cause to be made any affirmative election to claim in any Pre-Distribution Period any Loyalty Ventures Carried Item, in each case, to the extent such election or filing does not result in any increase in Tax allocated to a member of the Loyalty Ventures Group under this Agreement (including, for the avoidance of doubt, any amounts allocated to Loyalty Ventures pursuant to Section 3(c)). Subject to Section 6(c), Loyalty Ventures shall submit a written request to ADS in order to seek ADS's consent with respect to any of the actions described in this Section 6(b).

(c) *Loyalty Ventures Carrybacks to Combined Tax Returns*.

(i) Subject to Section 6(b), each member of the Loyalty Ventures Group shall elect, to the extent permitted by Applicable Tax Law, to forgo the right to carry back any Loyalty Ventures Carried Item from a Post-Distribution Period to a Combined Tax Return.

(ii) If a member of the Loyalty Ventures Group determines that it is required by Applicable Tax Law to carry back any Loyalty Ventures Carried Item to a Combined Tax Return, it shall notify ADS in writing of such determination at least 90 days prior to filing the Tax Return on which such carryback will be reflected. Such notification shall include a description in reasonable detail of the basis for any expected Tax Refund and the amount thereof. If ADS disagrees with such determination, the parties shall resolve their disagreement pursuant to the procedures set forth in Section 24.

(iii) For the avoidance of doubt, if a Loyalty Ventures Carried Item is carried back to a Combined Tax Return for any reason, unless ADS Group consents otherwise, no member of the ADS Group shall be required to make any payment to, or otherwise compensate, any member of the Loyalty Ventures Group in respect of such Loyalty Ventures Carried Item, which consent may be subject to such conditions as ADS Group determines in its good faith discretion (including, for example, Loyalty Ventures bearing all associated costs and

expenses and retaining an accounting firm that is acceptable to ADS Group in connection therewith).

(d) *Carryforwards to Separate Tax Returns.* If a portion or all of any Tax Attribute is allocated to a member of a Combined Group pursuant to Section 5 and (i) is carried forward or back to a Pre-Distribution Loyalty Ventures Separate Tax Return, or (ii) is carried forward or back to a ADS Separate Tax Return, any Tax Refunds arising from such carryforward or carryback shall be retained by the ADS Group.

Section 7. *Deductions and Reporting for Certain Awards*.

(a) *Deductions.* To the extent permitted by Applicable Tax Law, income Tax deductions with respect to the issuance, exercise, vesting or settlement after the Distribution Date of any ADS Compensatory Equity Interests or Loyalty Ventures Compensatory Equity Interests shall be claimed (A) in the case of an active officer or employee, solely by the Group that employs such Person at the time of such issuance, exercise, vesting, or settlement, as applicable; (B) in the case of a former officer or employee, solely by the Group that was the last to employ such Person; and (C) in the case of a director or former director (who is not an officer or employee or former officer or employee of a member of either Group), by the Group that is the service recipient with respect to such director or former director with respect to the ADS Compensatory Equity Interests or Loyalty Ventures Compensatory Equity Interests at issue (or, in the case of Loyalty Ventures Compensatory Equity Interests that are issued in exchange for or in respect of ADS Compensatory Equity Interests, with respect to such ADS Compensatory Equity Interests).

(b) ADS shall be entitled to the value of the overall net reduction in actual cash Taxes paid by the Loyalty Ventures Group (determined on a "with and without" basis) (the "**Compensation Tax Benefit**") resulting from the utilization by the Loyalty Ventures Group under Applicable Tax Law of a Tax Attribute or a Tax deduction for a Taxable period ending after the Distribution Date attributable to (i) the issuance, exercise, vesting or settlement after the Distribution Date of any ADS Compensatory Equity Interests, or (ii) any liability with respect to compensation required to be paid or satisfied by, or otherwise allocated to, any member of the ADS Group in accordance with any Distribution Document (and not reimbursed or otherwise ultimately borne by a member of the Loyalty Ventures Group) (a "**Compensation Liability**"). ADS shall be entitled to reduce any amount that would otherwise be payable to a member of the Loyalty Ventures Group in respect of a Compensation Liability to reflect the Compensation Tax Benefit that would otherwise would result from such Compensation Liability. Any member of the Loyalty Ventures Group that receives a Compensation Tax Benefit shall, promptly following the filing of the Tax Return that reflects such Compensation Tax Benefit, pay to ADS an amount in cash equal to such benefit (except to the extent ADS has already been compensated for such benefit pursuant to the immediately precedent sentence). If a Taxing Authority subsequently reduces or disallows the use of a Tax Attribute or a Tax deduction that gave rise to a Compensation Tax Benefit by the Loyalty Ventures Group, ADS shall return an amount equal to the overall net increase in Tax liability of the Loyalty Ventures Group owing to the Taxing Authority as a result thereof.

(c) *Withholding and Reporting*. All applicable withholding and reporting responsibilities (including all income, payroll or other Tax reporting related to income to any current or former employee) with respect to the issuance, exercise, vesting or settlement of such ADS Compensatory Equity Interests or Loyalty Ventures Compensatory Equity Interests shall be the responsibility of the Party to which such responsibility has been prescribed by Section 9.02 of the Employee Matters Agreement. ADS and Loyalty Ventures acknowledge and agree that the parties shall cooperate with each other and with third-party providers to effectuate withholding and remittance of Taxes, as well as required Tax reporting, in a timely manner.

Section 8. *Tax Refunds*.

(a) *ADS Tax Refunds*. Except as provided by Section 8(b), ADS shall be entitled to all Tax Refunds received by any member of the ADS Group or any member of the Loyalty Ventures Group, including but not limited to Tax Refunds resulting from the matters set forth on Schedule C. Loyalty Ventures shall not be entitled to any Tax Refunds received by any member of the ADS Group or the Loyalty Ventures Group, except as set forth in Section 8(b).

(b) *Loyalty Ventures Tax Refunds.* Loyalty Ventures shall be entitled to any Tax Refunds received by any member of the ADS Group or any member of the Loyalty Ventures Group after the Distribution Date with respect to any Tax allocated to a member of the Loyalty Ventures Group under this Agreement.

(c) A Company (a "**Tax Refund Recipient**") receiving (or realizing) a Tax Refund to which another Company is entitled hereunder shall pay over the amount of such Tax Refund (including interest received from the relevant Taxing Authority, but net of any Taxes imposed with respect to such Tax Refund or the payment of such Tax Refund and any other reasonable costs associated therewith incurred after the Distribution Time, including third-party expenses incurred after the Distribution Time in connection with the application for or any Tax Proceeding with respect to such Tax Refund) within thirty (30) days of receipt thereof (or from the due date for payment of any Tax reduced thereby); *provided, however*, that the other Company, upon the request of such Tax Refund Recipient, shall repay the amount paid to the other Company (plus any penalties, interest or other charges imposed by the relevant Taxing Authority) in the event that, as a result of a subsequent Final Determination, a Tax Refund that gave rise to such payment is subsequently disallowed.

Section 9. *Certain Representations and Covenants*.

(a) *Representations*.

(i) ADS, on behalf of itself and all other members of the ADS Group, hereby represents and warrants that (i) it has examined the PLR, the PLR Request, the Tax Opinion, the Tax Representation Letters and any other materials delivered or deliverable in connection with the issuance of the PLR, the PLR Request, the Tax Opinion and the Tax Representation Letters (collectively, the "**Tax**

Materials") and (ii) the facts presented and representations that have been or will be made therein, to the extent descriptive of or otherwise relating to ADS or any member of the ADS Group or the ADS Business, were or will be, at the time presented or represented and from such time until and including the Distribution Date, true, correct, and complete in all material respects. ADS, on behalf of itself and all other members of the ADS, hereby confirms and agrees to comply with any and all covenants and agreements in the Tax Materials applicable to ADS or any member of the ADS Group or the ADS Business.

(ii) Loyalty Ventures, on behalf of itself and all other members of the Loyalty Ventures Group, hereby represents and warrants that (i) it has examined the Tax Materials and (ii) the facts presented and representations that have been or will be made therein, to the extent descriptive of or otherwise relating to Loyalty Ventures or any member of the Loyalty Ventures Group or the LoyaltyOne Business, were or will be, at the time presented or represented and from such time until and including the Distribution Date, true, correct, and complete in all material respects. Loyalty Ventures, on behalf of itself and all other members of the Loyalty Ventures Group, hereby confirms and agrees to comply with any and all covenants and agreements in the Tax Materials applicable to Loyalty Ventures or any member of the Loyalty Ventures Group or the LoyaltyOne Business.

(iii) Each of ADS, on behalf of itself and all other members of the ADS Group, and Loyalty Ventures, on behalf of itself and all other members of the Loyalty Ventures Group, represents and warrants that it knows of no fact (after due inquiry) that may cause the treatment of the Reorganization or the Distribution to be other than the Intended Tax Treatment.

(iv) Each of ADS, on behalf of itself and all other members of the ADS Group, and Loyalty Ventures, on behalf of itself and all other members of the Loyalty Ventures Group, represents and warrants that it has no plan or intent to take any action which is inconsistent with any statements or representations made in the Tax Materials.

(v) Loyalty Ventures and each other member of the Loyalty Ventures Group represents that as of the date hereof, and covenants that as of the Distribution Date, there is no plan or intention to:

(A) liquidate Loyalty Ventures or to merge or consolidate any member of the Loyalty Ventures Group with any other Person subsequent to the Distribution, other than liquidation of entities listed in Schedule B;

(B) sell, transfer or otherwise dispose of any material asset of any member of the Loyalty Ventures Group, except in the ordinary course of business;

(C) repurchase stock of Loyalty Ventures other than in a manner that satisfies the requirements of Section 4.05(1)(b) of IRS Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by IRS Revenue Procedure 2003-48) and consistent with any representations made in the Tax Materials;

(D) take or fail to take any action in a manner that management of Loyalty Ventures knows, or should know, is reasonably likely to contravene any agreement with a Taxing Authority entered into prior to the Distribution Date to which any member of the Loyalty Ventures Group or the ADS Group is a party; or

(E) enter into any negotiations, agreements, or arrangements with respect to transactions or events (including stock issuances, pursuant to the exercise of options or otherwise, option grants, the adoption of, or authorization of shares under, a stock option plan, capital contributions, or acquisitions, but not including the Distribution) that could reasonably be expected to cause the Distribution to be treated as part of a plan (within the meaning of Section 355(e) of the Code) pursuant to which one or more Persons acquire directly or indirectly Loyalty Ventures stock representing a 50% or greater interest within the meaning of Section 355(d)(4) of the Code.

(b) *Covenants*.

(i) Loyalty Ventures shall not, and shall not permit any other member of the Loyalty Ventures Group to, take or fail to take any action that constitutes a Loyalty Ventures Disqualifying Action.

(ii) Loyalty Ventures shall not, and shall not permit any other member of the Loyalty Ventures Group to, take or fail to take any action that is inconsistent with the information and representations set forth in the Tax Materials.

(iii) Loyalty Ventures shall not, and shall not permit any other member of the Loyalty Ventures Group to, take or fail to take any action in a manner that management of Loyalty Ventures knows, or should know, is reasonably likely to contravene any agreement with a Taxing Authority entered into prior to the Distribution Date to which any member of the Loyalty Ventures Group or the ADS Group is a party.

(iv) During the two-year period following the Distribution Date:

(A) Loyalty Ventures shall (v) maintain its status as a company engaged in the Active Trade or Business for purposes of Section 355(b)(2) of the Code, (w) not engage in any transaction that would result in it ceasing to be a company engaged in the Active Trade or Business for purposes of Section 355(b)(2) of the Code, (x) cause each other member

of the Loyalty Ventures Group whose Active Trade or Business is relied upon for purposes of qualifying the Distribution for the Intended Tax Treatment to maintain its status as a company engaged in such Active Trade or Business for purposes of Section 355(b)(2) of the Code and any such other Applicable Tax Law, (y) not engage in any transaction or permit any other member of the Loyalty Ventures Group to engage in any transaction that would result in a member of the Loyalty Ventures Group described in clause (x) hereof ceasing to be a company engaged in the relevant Active Trade or Business for purposes of Section 355(b)(2) of the Code or such other Applicable Tax Law, taking into account Section 355(b)(3) of the Code for purposes of each of clauses (v) through (y) hereof; and (z) not dispose of or permit a member of the Loyalty Ventures Group to dispose of, directly or indirectly, any interest in a member of the Loyalty Ventures Group described in clause (x) hereof;

(B) Loyalty Ventures shall not repurchase stock of Loyalty Ventures in a manner contrary to the requirements of Section 4.05(1)(b) of IRS Revenue Procedure 96-30 (as in effect prior to the amendment of such Revenue Procedure by IRS Revenue Procedure 2003-48) or inconsistent with any representations in the Tax Materials;

(C) Loyalty Ventures shall not, and shall not agree to, merge, consolidate or amalgamate with any other Person;

(D) Loyalty Ventures shall not, and shall not permit any other member of the Loyalty Ventures Group to, or to agree to, sell or otherwise issue to any Person, any Equity Interests of Loyalty Ventures or of any other member of the Loyalty Ventures Group; *provided*, *however*, that Loyalty Ventures may issue Equity Interests to the extent such issuances satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulations Section 1.355-7(d);

(E) Loyalty Ventures shall not, and shall not permit any other member of the Loyalty Ventures Group to (I) solicit any Person to make a tender offer for, or otherwise acquire or sell, the Equity Interests of Loyalty Ventures or any member of the Loyalty Ventures Group, (II) participate in or support any unsolicited tender offer for, or other acquisition, issuance or disposition of, the Equity Interests of Loyalty Ventures or any member of the Loyalty Ventures Group or (III) approve or otherwise permit any proposed business combination or any transaction which, in the case of clauses (I), (II) or (III), individually or in the aggregate, together with (x) the Debt-for Equity Exchange and (y) any other transaction occurring within the four-year period beginning on the date which is two years before the Distribution Date and any other transaction which is part of a plan or series of related transactions (within

the meaning of Section 355(e) of the Code) that includes the Distribution, could result in one or more Persons acquiring (except for acquisitions that otherwise satisfy Safe Harbor VIII (relating to acquisitions in connection with a person's performance of services) or Safe Harbor IX (relating to acquisitions by a retirement plan of an employer) of Treasury Regulation Section 1.355-7(d)) directly or indirectly stock representing a 40% or greater interest, by vote or value, in Loyalty Ventures (or any successor thereto) (any such transaction, a "**Proposed Acquisition Transaction**"); *provided further* that any clarification of, or change in, the statute or regulations promulgated under Section 355(e) of the Code shall be incorporated in the restrictions in this clause (iv) and the interpretation thereof;

(F) if any member of the Loyalty Ventures Group proposes to enter into any transaction or series of transactions that is not a Proposed Acquisition Transaction but would be a Proposed Acquisition Transaction if the percentage reflected in the definition of Proposed Acquisition Transaction were 25% instead of 40% (a "**Section 9(b)(iv)(F) Acquisition Transaction**"), Loyalty Ventures shall provide ADS, no later than 10 Business Days following the signing of any written agreement with respect to the Section 9(b)(iv)(F) Acquisition Transaction, a written description of such transaction (including the type and amount of Equity Interests of Loyalty Ventures to be issued or sold in such transaction) and a certificate of the board of directors of Loyalty Ventures to the effect that the Section 9(b)(iv)(F) Acquisition Transaction is not a Proposed Acquisition Transaction; and

(G) Loyalty Ventures shall not, and shall not permit any other member of the Loyalty Ventures Group to, amend its certificate of incorporation (or other organizational documents), or take any other action, whether through a stockholder vote or otherwise, affecting the voting rights of the Equity Interests of Loyalty Ventures (including, without limitation, through the conversion of one class of Equity Interests of Loyalty Ventures into another class of Equity Interests of Loyalty Ventures).

(v) Loyalty Ventures shall not take or fail to take, or permit any other member of the Loyalty Ventures Group to take or fail to take, any action which prevents or could reasonably be expected to result in Tax treatment that is inconsistent with the Intended Tax Treatment.

(c) *Loyalty Ventures Covenants Exceptions*. Notwithstanding the provisions of Section 9(b), Loyalty Ventures and the other members of the Loyalty Ventures Group may take any action that would reasonably be expected to be inconsistent with the covenants contained in Section 9(b), if either: (i) Loyalty Ventures notifies ADS of its proposal to take such action and Loyalty Ventures and ADS obtain a ruling from the IRS to the effect that such action will not affect the Intended Tax Treatment, *provided* that

Loyalty Ventures agrees in writing to bear any expenses associated with obtaining such a ruling and, *provided further* that the Loyalty Ventures Group shall not be relieved of any liability under Section 11(a) of this Agreement by reason of seeking or having obtained such a ruling; or (ii) Loyalty Ventures notifies ADS of its proposal to take such action and obtains an unqualified opinion of counsel (A) from a Tax advisor recognized as an expert in federal income Tax matters and acceptable to ADS in its sole discretion, (B) on which ADS may rely and (C) to the effect that such action "will" not affect the Intended Tax Treatment, *provided* that the Loyalty Ventures Group shall not be relieved of any liability under Section 11(a) of this Agreement by reason of having obtained such an opinion.

Section 10. *Tax Receivables Arrangements*.

(a) *Section 336(e) Election.* Pursuant to Treasury Regulations Sections 1.336- 2(h)(1)(i) and 1.336-2(j), ADS and Loyalty Ventures agree that, in ADS's discretion, a timely protective election under Section 336(e) of the Code and the Treasury Regulations issued thereunder and under any comparable provisions of state, local or non-U.S. law for each member of the Loyalty Ventures Group that is a domestic corporation for U.S. federal income Tax purposes with respect to the Distribution (a "**Section 336(e) Election**") will be made, and, in such case, ADS and Loyalty Ventures shall take all necessary or helpful actions to facilitate the Section 336(e) Election. It is intended that a Section 336(e) Election will have no effect unless the Distribution is a "qualified stock disposition," as defined in Treasury Regulations Section 1.336(e)-1(b)(6), by reason of the application of Treasury Regulations Section 1.336-1(b)(5)(i)(B) or Treasury Regulations Section 1.336-1(b)(5)(ii), or under any comparable provisions of state, local or non-U.S. law in any other jurisdiction.

(b) *ADS TRA.* If any Specified Event results in the imposition of a liability on the part of a member of the ADS Group for Taxes (including any Taxes attributable to the Section 336(e) Election) that are not allocated to Loyalty Ventures pursuant to Section 3 or Section 11, (i) ADS shall be entitled to periodic payments from Loyalty Ventures equal to the product of (x) 85% of the Tax savings attributable to Tax Attributes arising from such Specified Event and (y) the percentage of Taxes arising from such Specified Event that are not allocated to Loyalty Ventures pursuant to Section 3 or Section 11, and (ii) the Parties shall negotiate in good faith the terms of a tax receivable agreement to govern the calculation of such payments; *provided* that any such tax savings in clause (i) shall be determined using a "with and without" methodology (treating any Tax Attribute arising from any Specified Event as the last items claimed for any Taxable year, including after the utilization of any carryforwards). Notwithstanding the foregoing, ADS may, at its sole discretion, waive its right to receive any and all payments pursuant to this Section 10(b).

Section 11. *Indemnities*.

(a) *Loyalty Ventures Indemnity to ADS.* Subject to the limitations set forth in Section 11(c), except in the case of any liabilities described in Section 11(b), Loyalty Ventures and each other member of the Loyalty Ventures Group shall jointly and

severally indemnify ADS and the other members of the ADS Group against, and hold them harmless, without duplication, from:

(i) any Tax liability allocated to Loyalty Ventures pursuant to Section 3;

(ii) any Tax liability and Tax-Related Losses attributable to a breach, after the Distribution Time by Loyalty Ventures or any other member of the Loyalty Ventures Group of any representation, covenant or provision contained in this Agreement (including, for the avoidance of doubt, any Taxes and Tax-Related Losses resulting from any breach for which the conditions set forth in Section 9(c) are satisfied);

(iii) any Separation Taxes and Tax-Related Losses attributable to a Loyalty Ventures Disqualifying Action (including, for the avoidance of doubt, any Taxes and Tax-Related Losses resulting from any action for which the conditions set forth in Section 9(c) are satisfied); and

(iv) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax liability or damage described in (i), (ii) or (iii), including those incurred in the contest in good faith in appropriate proceedings relating to the imposition, assessment or assertion of any such Tax, liability or damage.

(b) *ADS Indemnity to Loyalty Ventures*. Subject to the limitations set forth in Section 11(c), except in the case of any liabilities described in Section 11(a), ADS and each other member of the ADS Group will jointly and severally indemnify Loyalty Ventures and the other members of the Loyalty Ventures Group against, and hold them harmless, without duplication, from:

(i) any Tax liability allocated to ADS pursuant to Section 3;

(ii) any Tax liability and Tax-Related Losses attributable to a breach, after the Distribution Time by ADS or any other member of the ADS Group of any representation, covenant or provision contained in this Agreement; and

(iii) all liabilities, costs, expenses (including, without limitation, reasonable expenses of investigation and attorneys' fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax liability or damage described in (i) or (ii), including those incurred in the contest in good faith in appropriate proceedings relating to the imposition, assessment or assertion of any such Tax, liability or damage.

(c) *Cross Indemnity.* To the extent that any Tax or Tax-Related Loss is subject to indemnity pursuant to both Sections 11(a) and 11(b), responsibility for such

Tax or Tax-Related Loss shall be shared by ADS and Loyalty Ventures according to relative fault.

(d) For purposes of this Section 11, the term "**Indemnified Party**" means (x) the relevant member of the ADS Group in the event any member of the ADS Group is entitled to indemnity under Section 11(a) and (y) the relevant member of the Loyalty Ventures Group in the event any member of the Loyalty Ventures Group is entitled to indemnity under Section 11(b).

(e) *Discharge of Indemnity*. Loyalty Ventures, ADS and the members of their respective Groups shall discharge their obligations under Section 11(a) or Section 11(b) hereof, respectively, by paying the relevant amount in accordance with Section 12, within thirty (30) Business Days of demand therefor or, to the extent such amount is required to be paid to a Taxing Authority prior to the expiration of such thirty (30) Business Days, at least ten (10) Business Days prior to the date by which the demanding party is required to pay the related Tax liability. Any such demand shall include a statement showing the amount due under Section 11(a) or Section 11(b), as the case may be. Notwithstanding the foregoing, if any member of the Loyalty Ventures Group or any member of the ADS Group disputes in good faith the fact or the amount of its obligation under Section 11(a) or Section 11(b), then no payment of the amount in dispute shall be required until any such good faith dispute is resolved in accordance with Section 24 hereof; *provided*, *however*, that any amount not paid within thirty (30) Business Days of demand therefor shall bear interest as provided in Section 12.

(f) *Tax Benefits*. If an indemnification obligation of any Indemnifying Party under this Section 11 arises in respect of an adjustment that makes allowable to an Indemnitee any Tax benefit which would not, but for such adjustment, be allowable, then any such indemnification obligation shall be an amount equal to (i) the amount otherwise due but for this Section 11(f), minus (ii) the reduction in actual cash Taxes payable by the Indemnitee in the Taxable year such indemnification obligation arises, determined on a "with and without" basis.

Section 12. *Payments*.

(a) *Timing*. All payments to be made under this Agreement (excluding, for the avoidance of doubt, any payments to a Taxing Authority described herein) shall be made in immediately available funds. Except as otherwise provided, all such payments will be due thirty (30) Business Days after the receipt of notice of such payment or, where no notice is required, thirty (30) Business Days after the fixing of liability or the resolution of a dispute (the "**Due Date**"). Payments shall be deemed made when received. Any payment that is not made on or before the Due Date shall bear interest at the rate equal to the "prime" rate as published on such Due Date in the Wall Street Journal, Eastern Edition, for the period from and including the date immediately following the Due Date through and including the date of payment. With respect to any payment required to be made under this Agreement, ADS shall make such payment directly to Loyalty Ventures and Loyalty Ventures to ADS; provided, however, ADS has the right to designate, by written notice to Loyalty Ventures, which member of the ADS Group will

make or receive such payment, and vice versa (unless such designation will result in unreimbursed costs for the non-designating party that cannot be mitigated with commercially reasonable efforts). All indemnification payments shall be treated in the manner described in Section 12(b).

(b) *Treatment of Payments*. To the extent permitted by Applicable Tax Law, any payment made by ADS or any member of the ADS Group to Loyalty Ventures or any member of the Loyalty Ventures Group, or by Loyalty Ventures or any member of the Loyalty Ventures Group to ADS or any member of the ADS Group, pursuant to this Agreement, the Separation Agreement or any other Distribution Document that relates to Taxable periods (or portions thereof) ending on or before the Distribution Date shall be treated by the parties hereto for all Tax purposes as a distribution by Loyalty Ventures to ADS, or a capital contribution from ADS to Loyalty Ventures, as the case may be; *provided, however,* that notwithstanding anything to the contrary in this Section 12(b), any payment made pursuant to Section 2.08(c) of the Separation Agreement shall instead be treated as if the party required to make a payment of received amounts had received such amounts as agent for the other party; *provided further* that any payment made pursuant to (i) Section 4 of the Transition Services Agreement and (ii) other commercial arrangements, if any, between members of the ADS Group, on the one hand, and members of the Loyalty Ventures Group, on the other hand, that will continue to be in effect following the Distribution Date shall instead be treated as a payment for services or as required in light of the nature of such commercial arrangements. ADS and Loyalty Ventures shall, and shall cause their Affiliates to, use commercially reasonable efforts to cooperate and take reasonable actions to minimize any Tax liability in connection with a payment under this Section 12(b). In the event that a Taxing Authority asserts that a party's treatment of a payment described in this Section 12(b) should be other than as required herein, such party shall use its reasonable best efforts to contest such assertion in a manner consistent with Section 15 of this Agreement.

(c) *No Duplicative Payment.* It is intended that the provisions of this Agreement shall not result in a duplicative payment of any amount required to be paid under the Separation Agreement or any other Distribution Document, and this Agreement shall be construed accordingly.

Section 13. *Guarantees*. ADS and Loyalty Ventures, as the case may be, each hereby guarantees and agrees to otherwise perform the obligations of each other member of the ADS Group or the Loyalty Ventures Group, respectively, under this Agreement.

Section 14. *Communication and Cooperation*.

(a) *Consult and Cooperate.* ADS and Loyalty Ventures shall consult and cooperate (and shall cause each other member of their respective Groups to consult and cooperate) fully at such time and to the extent reasonably requested by the other party in connection with all matters subject to this Agreement. Such cooperation shall include, without limitation:

(i) the retention, and provision on reasonable request, of any and all information including all books, records, documentation or other information pertaining to Tax matters relating to the Loyalty Ventures Group (or, in the case of any Tax Return of the ADS Group, the portion of such return that relates to Taxes for which the Loyalty Ventures Group may be liable pursuant to this Agreement), any necessary explanations of information, and access to personnel, until one year after the expiration of the applicable statute of limitation (giving effect to any extension, waiver or mitigation thereof);

(ii) the execution of any document that may be necessary (including to give effect to Section 15) or helpful in connection with any required Tax Return or in connection with any audit, proceeding, suit or action; and

(iii) the use of the parties' commercially reasonable efforts to obtain any documentation from a Governmental Authority or a third party that may be necessary or helpful in connection with the foregoing.

(b) *Provide Information.* Except as set forth in Section 15, ADS and Loyalty Ventures shall keep each other reasonably informed with respect to any material development relating to the matters subject to this Agreement.

(c) *Tax Attribute Matters.* ADS and Loyalty Ventures shall promptly advise each other with respect to any proposed Tax adjustments that are the subject of an audit or investigation, or are the subject of any proceeding or litigation, and that may affect any Tax liability or any Tax Attribute (including, but not limited to, basis in an asset or the amount of earnings and profits) of any member of the Loyalty Ventures Group or any member of the ADS Group, respectively.

(d) *Confidentiality and Privileged Information*. Any information or documents provided under this Agreement shall be kept confidential by the party receiving the information or documents, except as may otherwise be necessary in connection with the filing of required Tax Returns or in connection with any audit, proceeding, suit or action. Without limiting the foregoing (and notwithstanding any other provision of this Agreement or any other agreement), (i) no member of the ADS Group or Loyalty Ventures Group, respectively, shall be required to provide any member of the Loyalty Ventures Group or ADS Group, respectively, or any other Person access to or copies of any information or procedures other than information or procedures that relate solely to Loyalty Ventures, the business or assets of any member of the Loyalty Ventures Group, or matters for which Loyalty Ventures or ADS Group, respectively, has an obligation to indemnify under this Agreement, and (ii) in no event shall any member of the ADS Group or the Loyalty Ventures Group, respectively, be required to provide any member of the Loyalty Ventures Group or ADS Group, respectively, or any other Person access to or copies of any information if such action could reasonably be expected to result in the waiver of any privilege. Notwithstanding the foregoing, in the event that ADS or Loyalty Ventures, respectively, determines that the provision of any information to any member of the Loyalty Ventures Group or ADS Group, respectively, could be commercially detrimental or violate any law or agreement to which ADS or Loyalty

Ventures, respectively, is bound, ADS or Loyalty Ventures, respectively, shall not be required to comply with the foregoing terms of this Section 14(d) except to the extent that it is able, using commercially reasonable efforts, to do so while avoiding such harm or consequence (and shall promptly provide notice to ADS or Loyalty Ventures, to the extent such access to or copies of any information is provided to a Person other than a member of the ADS Group or Loyalty Ventures Group (as applicable)).

Section 15. *Audits and Contest*.

(a) *Notice*. Each of ADS or Loyalty Ventures shall promptly notify the other in writing upon the receipt of any notice of Tax Proceeding from the relevant Taxing Authority or upon becoming aware of an actual or potential Tax Proceeding by a Taxing Authority that may affect the liability of any member of the Loyalty Ventures Group or the ADS Group, respectively, for Taxes under Applicable Law or this Agreement; *provided*, that a party's right to indemnification under this Agreement shall not be limited in any way by a failure to so notify, except to the extent that the Indemnifying Party is prejudiced by such failure.

(b) *ADS Control*. Notwithstanding anything in this Agreement to the contrary but subject to Section 15(d), ADS shall have the right to control all matters relating to Separation Taxes, any ADS Separate Tax Return and any Tax Return, or any Tax Proceeding, with respect to any Tax matters of a Combined Group or any member of a Combined Group (as such). ADS shall have absolute discretion with respect to any decisions to be made, or the nature of any action to be taken, with respect to any Tax matter described in the preceding sentence; *provided, however*, that to the extent that any Tax Proceeding relating to such a Tax matter is reasonably likely to give rise to an indemnity obligation of Loyalty Ventures under Section 11 hereof, (i) ADS shall keep Loyalty Ventures informed of all material developments and events relating to any such Tax Proceeding described in this proviso and (ii) at its own cost and expense, Loyalty Ventures shall have the right to participate in (but not to control) the defense of any such Tax Proceeding.

(c) *Loyalty Ventures Assumption of Control; Non-Separation Taxes*. If ADS determines that the resolution of any matter pursuant to a Tax Proceeding described in Section 15(b) (other than a Tax Proceeding relating to Separation Taxes) is reasonably likely to have an adverse effect on the Loyalty Ventures Group with respect to any Post-Distribution Period, ADS, in its sole discretion, may permit Loyalty Ventures to elect to assume control over disposition of such matter at Loyalty Ventures' sole cost and expense; *provided, however*, that if Loyalty Ventures so elects, it will (i) be responsible for the payment of any liability arising from the disposition of such matter notwithstanding any other provision of this Agreement to the contrary and (ii) indemnify the ADS Group for the creation of or any increase in any liability, and any reduction of a Tax asset, of the ADS Group arising from such matter.

(d) *Loyalty Ventures Control*. Loyalty Ventures shall have the right to control any Tax Proceeding relating to Loyalty Ventures Separate Tax Returns, *provided* that to the extent that any Tax Proceeding relating to such a Tax matter is reasonably likely to

give rise to an indemnity obligation of ADS under Section 11 hereof or a Tax Refund to which ADS in entitled pursuant to Section 8 hereof, (i) Loyalty Ventures shall keep ADS informed of all material developments and events relating to any such Tax Proceeding, (ii) at its own cost and expense, ADS shall have the right to participate in the defense of any such Tax Proceeding, (iii) Loyalty Ventures shall not settle or compromise any such Tax Proceedings described in this proviso without ADS's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, (iv) Loyalty Ventures shall prosecute all elements of such Tax Proceeding, including by making commercially reasonable efforts to minimize any Tax liability and maximize any Tax Refund at issue in such Tax Proceeding, irrespective of the Party liable for or entitled to such liability or Tax Refund; and (v) in the event Loyalty Ventures is not complying with its obligations pursuant to Section 15(d)(iv), ADS shall have the right to assume control of such Tax Proceeding and Loyalty Ventures shall cooperate in all respects to facilitate such assumption of control and the subsequent prosecution of such Tax Contest (and, in such event, Loyalty Ventures shall have the rights set forth in this proviso that ADS had prior to such assumption of control by ADS, *mutatis mutandis*).

Section 16. *Notices.* Any notice, instruction, direction or demand under the terms of this Agreement required to be in writing shall be duly given upon delivery, if delivered by hand, facsimile transmission, email transmission, or mail, to the following addresses:

if to ADS or the ADS Group, to:

Alliance Data Systems Corporation
7500 Dallas Parkway, Suite 700
Plano, Texas 75024
Attention: General Counsel
Email: generalcounsel@alliancedata.com

with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017 Attention: William A. Curran
Email: william.curran@davispolk.com

if to Loyalty Ventures or the Loyalty Ventures Group,

to:

Loyalty Ventures Inc.
7500 Dallas Parkway, Suite 700
Plano, Texas 75024
Attention: General Counsel
Email: generalcounsel@loyalty.com

or such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other party hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Section 17. *Costs and Expenses.* The party that prepares any Tax Return shall bear the costs and expenses incurred in the preparation of such Tax Return. Except as expressly set forth in this Agreement or the Separation Agreement, (i) each party shall bear the costs and expenses incurred pursuant to this Agreement to the extent the costs and expenses are directly allocable to a liability or obligation allocated to such party and (ii) to the extent a cost or expense is not directly allocable to a liability or obligation, it shall be borne by the party incurring such cost or expense. For purposes of this Agreement, costs and expenses shall include, but not be limited to, reasonable attorneys' fees, accountants' fees and other related professional fees and disbursements.

Section 18. *Effectiveness; Termination and Survival.* Except as expressly set forth in this Agreement, as between ADS and Loyalty Ventures, this Agreement shall become effective upon the consummation of the Distribution. All rights and obligations arising hereunder shall survive until they are fully effectuated or performed; *provided* that, notwithstanding anything in this Agreement to the contrary, this Agreement shall remain in effect and its provisions shall survive for one year after the full period of all applicable statutes of limitation (giving effect to any extension, waiver or mitigation thereof) and, with respect to any claim hereunder initiated prior to the end of such period, until such claim has been satisfied or otherwise resolved. This agreement shall terminate without any further action at any time before the Distribution upon termination of the Separation Agreement.

Section 19. *Specific Performance.* Each party to this Agreement acknowledges and agrees that damages for a breach or threatened breach of any of the provisions of this Agreement would be inadequate and irreparable harm would occur. In recognition of this fact, each party agrees that, if there is a breach or threatened breach, in addition to any damages, the other nonbreaching party to this Agreement, without posting any bond, shall be entitled to seek and obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, attachment, or any other equitable remedy which may then be available to obligate the breaching party (i) to perform its obligations under this Agreement or (ii) if the breaching party is unable, for whatever reason, to perform those obligations, to take any other actions as are necessary, advisable or appropriate to give the other party to this Agreement the economic effect which comes as close as possible to the performance of those obligations (including transferring, or granting liens on, the assets of the breaching party to secure the performance by the breaching party of those obligations).

Section 20. *Construction.* In this Agreement, unless the context clearly indicates otherwise:

(a) words used in the singular include the plural and words used in the plural include the singular;

(b) references to any Person include such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

(c) except as otherwise clearly indicated, reference to any gender includes the other gender;

(d) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation";

(e) reference to any Article, Section, Exhibit or Schedule means such Article or Section of, or such Exhibit or Schedule to, this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition;

(f) the words "herein," "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof;

(g) reference to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement;

(h) reference to any law (including statutes and ordinances) means such law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability;

(i) relative to the determination of any period of time, "from" means "from and including," "to" means "to and including" and "through" means "through and including";

(j) the titles to Articles and headings of Sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement;

(k) unless otherwise specified in this Agreement, all references to dollar amounts herein shall be in respect of lawful currency of the United States; and

(l) any capitalized term used in an Exhibit or Schedule but not otherwise defined therein shall have the meaning set forth in this Agreement.

Section 21. *Entire Agreement; Amendments and Waivers*.

(a) *Entire Agreement*.

(i) This Agreement and the other Distribution Documents constitute the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof and thereof. No representation, inducement, promise, understanding, condition or warranty not set forth or incorporated by reference herein or in the other Distribution Documents has been made or relied upon by any party hereto or any member of their Group with respect to the transactions contemplated by the Distribution Documents. This Agreement is an "**Ancillary Agreement**" as such term is defined in the Separation Agreement and shall be interpreted in accordance with the terms of the Separation Agreement in all respects, *provided* that in the event of any conflict or inconsistency between the terms of this Agreement, the Separation Agreement or any other Distribution Document, the terms of this Agreement shall control in all respects.

(ii) THE PARTIES ACKNOWLEDGE AND AGREE THAT NO REPRESENTATION, WARRANTY, PROMISE, INDUCEMENT, UNDERSTANDING, COVENANT OR AGREEMENT HAS BEEN MADE OR RELIED UPON BY ANY PARTY OTHER THAN THOSE EXPRESSLY SET FORTH OR INCORPORATED BY REFERENCE IN THIS AGREEMENT AND IN THE OTHER DISTRIBUTION DOCUMENTS. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMER SET FORTH IN THE PRECEDING SENTENCE, NEITHER ADS NOR ANY OF ITS AFFILIATES HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES IN ANY PRESENTATION OR WRITTEN INFORMATION RELATING TO THE LOYALTYONE BUSINESS GIVEN OR TO BE GIVEN IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS OR IN ANY FILING MADE OR TO BE MADE BY OR ON BEHALF OF ADS OR ANY OF ITS AFFILIATES WITH ANY GOVERNMENTAL AUTHORITY, AND NO STATEMENT MADE IN ANY SUCH PRESENTATION OR WRITTEN MATERIALS (OTHER THAN IN THE TAX MATERIALS), MADE IN ANY SUCH FILING OR CONTAINED IN ANY SUCH OTHER INFORMATION SHALL BE DEEMED A REPRESENTATION OR WARRANTY HEREUNDER OR OTHERWISE EXCEPT AS EXPRESSLY INCORPORATED BY REFERENCE. LOYALTY VENTURES ACKNOWLEDGES THAT ADS HAS INFORMED IT THAT NO PERSON HAS BEEN AUTHORIZED BY ADS OR ANY OF ITS AFFILIATES TO MAKE ANY REPRESENTATION OR WARRANTY IN RESPECT OF THE LOYALTYONE BUSINESS OR IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS, UNLESS IN WRITING AND CONTAINED OR INCORPORATED BY REFERENCE IN THIS AGREEMENT OR IN ANY OF THE OTHER DISTRIBUTION DOCUMENTS TO WHICH THEY ARE A PARTY.

(b) *Amendments and Waivers*.

(i) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by ADS and Loyalty Ventures, or in the case of a waiver, by the party against whom the waiver is to be effective.

(ii) No failure or delay by any party (or the applicable member of such party's Group) in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 22. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state.

Section 23. *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 24. *Dispute Resolution.* In the event of any dispute relating to this Agreement, the parties shall work together in good faith to resolve such dispute within thirty (30) days. In the event that such dispute is not resolved, upon written notice by a party after such thirty (30)-day period, the matter shall be referred to a U.S. Tax counsel or other Tax advisor of recognized national standing (the "**Tax Arbiter**") that will be jointly chosen by the ADS and Loyalty Ventures; *provided*, *however*, that, if the ADS and Loyalty Ventures do not agree on the selection of the Tax Arbiter after five (5) days of good faith negotiation, the Tax Arbiter shall consist of a panel of three U.S. Tax counsel or other Tax advisors of recognized national standing with one member chosen by the ADS, one member chosen by Loyalty Ventures, and a third member chosen by mutual agreement of the other members within the following ten (10)-day period. Each decision of a panel Tax Arbiter shall be made by majority vote of the members. The Tax Arbiter may, in its discretion, obtain the services of any third party necessary to assist it in resolving the dispute. The Tax Arbiter shall furnish written notice to the parties to the dispute of its resolution of the dispute as soon as practicable, but in any event no later than ninety (90) days after acceptance of the matter for resolution. Any such resolution by the Tax Arbiter shall be binding on the parties, and the parties shall take, or cause to be taken, any action necessary to implement such resolution. All fees and expenses of the Tax Arbiter shall be shared equally by the parties to the dispute.

Section 25. *Counterparts; Effectiveness; Third-Party Beneficiaries.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement

shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). Except for Section 14(d) and the indemnification and release provisions of Section 11, neither this Agreement nor any provision hereof is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the parties hereto and their respective successors and permitted assigns.

Section 26. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; *provided* that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto. If any party or any of its successors or permitted assigns (i) shall consolidate with or merge into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in each such case, proper provisions shall be made so that the successors and assigns of such party shall assume all of the obligations of such party under the Distribution Documents.

Section 27. *Authorization*. Each of ADS and Loyalty Ventures hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, on its behalf and on behalf of each member of its Group, that this Agreement has been duly authorized by all necessary corporate action on the part of such party and each member of its Group, that this Agreement constitutes a legal, valid and binding obligation of each such party and each member of its Group, and that the execution, delivery and performance of this Agreement by such party and each member of its Group does not contravene or conflict with any provision or law or of its charter or bylaws or any agreement, instrument or order binding on such party or member of its Group.

Section 28. *Change in Tax Law.* Any reference to a provision of the Code, Treasury Regulations or any other Applicable Tax Law shall include a reference to any applicable successor provision of the Code, Treasury Regulations or other Applicable Tax Law.

Section 29. *Performance*. Each party shall cause to be performed all actions, agreements and obligations set forth herein to be performed by any member of such party's Group.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first written above.

ADS on its own behalf and on behalf of the members of the ADS Group

By: /s/ Perry Beberman
Name: Perry Beberman
Title: Chief Financial Officer

By: /s/ Jeffrey Fair
Name: Jeffrey Fair
Title: Senior Vice President

Loyalty Ventures on its own behalf and on behalf of the members of the Loyalty Ventures Group

By: /s/ Jeffrey Fair
Name: Jeffrey Fair
Title: Senior Vice President

This is **Exhibit "E"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario

……..
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this "**Agreement**"), dated as of November 5, 2021 (the "**Effective Date**"), has been executed by and between Alliance Data Systems Corporation, a Delaware corporation ("**ADS**"), and Loyalty Ventures Inc., a Delaware corporation ("**Loyalty Ventures**") (each, a "**Party**" and collectively, the "**Parties**").

RECITALS

WHEREAS, pursuant to that certain Separation and Distribution Agreement dated November 3, 2021 between the Parties (the "**Separation Agreement**"), the Parties have set forth the principal actions required to effect the Distribution (as defined in the Separation Agreement) and to set forth certain agreements that will govern the relationship between those Parties following the Distribution.

WHEREAS, the Separation Agreement provides that, in connection with the consummation of the transactions contemplated thereby, the Parties will enter into this Agreement, pursuant to which each of ADS and Loyalty Ventures has agreed to (i) provide the Services (as defined below) where it is listed as the Providing Party in Exhibit A and (ii) accept and receive from the Providing Party the Services where it is listed as the Receiving Party in Exhibit A, in each case on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties to this Agreement, intending to be legally bound, agree as follows.

1. DEFINITIONS.

For the purposes of this Agreement, the following capitalized terms are defined in this Section 1 and shall have the meaning specified herein. Other terms that are capitalized but not specifically defined in this Section 1 or in the body of the Agreement shall have the meanings set forth in the Separation Agreement.

1.1 "**Business**" means (a) with respect to ADS, the ADS Business (as defined in the Separation Agreement) and (b) with respect to Loyalty Ventures, the LoyaltyOne Business (as defined in the Separation Agreement) and the operation of the LoyaltyVentures Group.

1.2 "**Confidential Information**" means any and all proprietary and confidential or nonpublic information either Party (or its Affiliates) provides to or receives from the other Party in connection with the provision of the Services hereunder, concerning the business, business relationships (including prospective customers and business partners) and financial affairs of the Parties, their Affiliates or other representatives and third party service providers, whether or not in writing and whether or not labeled or identified as confidential or proprietary, including inventions, trade secrets, technical information, know-how, research and development activities and information disclosed by third parties of a proprietary or confidential nature or under an obligation of confidence; *provided*, *however*, that "Confidential Information" does not include any information that (a) is or becomes generally available to the public other than as a result of disclosure made after the execution of the Separation Agreement by the Party (or its Affiliates) desiring to treat such information as non-confidential, (b) is or becomes available to the Party

desiring to treat such information as non-confidential on a non-confidential basis from a source that is not bound by confidentiality agreements regarding the disclosure of such information, or (c) is required to be disclosed pursuant to a governmental order or decree or other legal requirement, *provided* that the Party required to disclose such information shall give the other Party prompt notice thereof prior to such disclosure and, at the request of the other Party, shall cooperate in all reasonable respects in maintaining the confidentiality of such information, including obtaining a protective order or other similar order. Subject to the proviso in the immediately preceding sentence, all user identification numbers and passwords disclosed to and any information obtained by either Party (or its Affiliates) as a result of its access to and use of the Systems shall be deemed to be, and shall be treated as, Confidential Information.

1.3 "**Consent**" has the meaning set forth in Section 3.2.

1.4 "**Fee**" and "**Fees**" have the meanings set forth in Section 4.1.

1.5 "**FTE**" means a level of effort equal to forty (40) hours per week during the Providing Party's (or its applicable Affiliate's) business hours.

1.6 "**FTE Fee**" means the fee for an FTE that performs an applicable Service, which fee is specified in Exhibit A with respect to such Service.

1.7 "**Providing Party**" shall mean ADS or Loyalty Ventures, as applicable, as indicated in Exhibit A with respect to each Service.

1.8 "**Receiving Party-Funded Payments**" means payments that will be (a) paid by the Receiving Party or its Affiliates directly to a third party service provider or (b) processed by the Providing Party or its Affiliate as part of the Services but that will be funded by Receiving Party or its Affiliates prior to payment through deposit(s) into a Receiving Party operating bank account from which the Providing Party can process the applicable payment, including payroll and accounts payable payments, as such payments are expressly identified on Exhibit A. In circumstances where the Providing Party is processing Receiving Party-Funded Payments, including payroll and accounts payable, the Providing Party shall have no obligation to process such payments if there are not sufficient funds available in the applicable operating bank account to make such payments.

1.9 "**Receiving Party**" shall mean ADS or Loyalty Ventures, as applicable, as indicated in Exhibit A with respect to each Service.

1.10 "**Service Fee**" means the services fee applicable to a category of Services (exclusive of any FTE Fees for such category of Services), which fee includes the cost of certain hardware, software, systems and services used to perform such Services. The Service Fee for each category of Services is set forth on Exhibit A.

1.11 "**Service**" or "**Services**" means, either individually or in the aggregate, as applicable, (a) those services set forth in Exhibit A and (b) those services added to the scope of this Agreement in accordance with Section 2.2.

1.12 "**Systems**" has the meaning specified in Section 2.4.

1.13 "**Transition Period**" means the period of time beginning on the Distribution Date

and ending on the earlier of (a) the expiration or termination date for the last Service in effect (as such final expiration or termination date is set forth on Exhibit A, as such Exhibit may be amended by the Parties in accordance with Section 12.4), and (b) termination of this Agreement in accordance with Section 11.

2. SERVICES.

2.1 Provision of Services. During the Transition Period, the Providing Party shall, subject to the terms and conditions of this Agreement, including Section 2.2 and Exhibit A, provide or cause to be provided to the Receiving Party each individual Service commencing on the Effective Date (unless a later date is specified in Exhibit A) and continuing for the time period associated with such Service as set forth on Exhibit A (the "**Service Period**"), as the applicable Service Period may be extended pursuant to Section 2.3(a) or earlier terminated pursuant to this Agreement. Unless otherwise agreed in an amendment to this Agreement, the Providing Party shall have no obligation to provide a Service beyond the Service Period and any extensions thereof pursuant to Section 2.3(a) specified for such Service or component thereof on Exhibit A.

2.2 Standard of Services and Certain Limitations. Subject to any limitations set forth in Exhibit A and elsewhere in this Agreement, the Providing Party shall provide, or cause its Subsidiaries to provide, the Services to the Receiving Party in a manner that is substantially the same (including with respect to quality, timeliness, care, priority, volume and data security) as the manner the Services (or similar services) were provided by the Providing Party in connection with the operation of the Receiving Party's Business during the 12-month period immediately prior to the date hereof (the "**Baseline Period**"); provided that, for the avoidance of doubt, the foregoing shall not prohibit the Providing Party from changing vendors or making upgrades, updates, improvements or other changes to the extent that such changes, updates, upgrades and do not materially or unnecessarily degrade, delay or otherwise cause the failure of any Service set forth on Exhibit A. Notwithstanding the foregoing, the Providing Party shall not be obligated to provide any Service: (a) to the extent the provision of such Service would exceed any volume, usage or other effort or resource limits (e.g., specified FTEs, hours) specified in Exhibit A (with respect to Services or components thereof for which such limits are specified in Exhibit A); (b) to the extent it would require the Providing Party to use, acquire or allocate personnel, equipment or other resources in excess of the level of resources historically used, acquired or allocated to the provision of such Services by the Providing Party in connection with the operation of the Receiving Party's Business during the Baseline Period; (c) to the extent performance of a Service would require the Providing Party to violate applicable Law (provided that the Providing Party shall use reasonable best efforts to provide Services in a manner that avoids any such violation); or (d) to the extent performance of a Service would require, or could be construed to be or to require, the provision of any legal, accounting, audit, attest, or tax advice or other services that require a professional license, registration or certification (and the Services and all other activities conducted by the Providing Party in connection with this Agreement shall be deemed to exclude any such advice and services). Subject to Section 3.2, the Providing Party will be responsible for its compliance with all contracts and agreements with third parties in the provision of Services. For clarity, except as set forth on Exhibit A, the Services do not include any services or efforts with respect to the Receiving Party's (or its Affiliates') migration to, or integration of, new software applications, networks, systems or processes, whether provided or implemented by the Receiving Party, its Affiliate or a third party, including custom data extraction, migration and conversion, separation from the Providing Party's systems and applications, and any work required to set up any new third party service provider (including, for the avoidance of doubt, any ERP conversion, HR

platform, lease accounting platform, reconciliation tool or other future state platform). The Receiving Party shall not and shall cause its Affiliates not to resell, subcontract, sublicense or otherwise make available any of the Services to any person or permit the use of the Services by any person other than the Receiving Party or one of its Affiliates (and their third-party service providers) in connection with the conduct of the Receiving Party's Business. The Providing Party may provide the Services through its Affiliates or subcontractors and the Providing Party shall have the exclusive right to select, employ, pay, supervise, administer, direct and discharge the personnel who will perform the Services. The Providing Party's use of Affiliates or subcontractors in connection with the Services shall not relieve the Providing Party of its obligations under this Agreement and the Providing Party will be responsible for any actions or inactions by any such person. Without limiting the Providing Party's obligations herein, the Providing Party shall perform the Services in accordance with, and subject to, the Providing Party's internal policies and procedures applicable to the provision of the Services to the extent such internal policies and procedures similarly apply to the operations of the Providing Party and its Affiliates ("**Standard Policies**"). The Receiving Party shall comply with any Standard Policies that were applicable during the Baseline Period and all reasonable Standard Policies implemented after the Effective Date (and will participate, at the Providing Party's expense, in any necessary testing or training with respect thereto), in each case of which the Providing Party provides the Receiving Party prior notice in connection with the receipt of the Services to the extent such policies and procedures apply to the receipt of Services, *provided, however,* the Receiving Party shall not be required to incur any additional expenses in connection with any efforts to comply with the Standard Policies to the extent such Standard Policies were not applicable during the Baseline Period.

2.3 Extension and Discontinuation of Services

(a) Upon the expiration of each applicable Service Period, the obligation of the Providing Party with respect to the provision of the applicable Service shall automatically and immediately terminate. If the Receiving Party desires to continue any Service beyond the applicable Service Period, unless otherwise specified on Exhibit A with respect to a Service, the Receiving Party shall provide a written notice to the Providing Party at least 45 days or, in the case of Services with an initial duration of 12 months as specified on Exhibit A, 60 days prior to the end of the applicable Service Period that describes the Service the Receiving Party desires to extend and the duration of such extension, which for the avoidance of doubt, shall not exceed the Extension Period specified for such Service on Exhibit A (each an "**Extension Period**"). In the event the Receiving Party requests an Extension Period, (i) the Receiving Party shall pay any additional reasonable costs and expenses that the Providing Party will incur solely in connection with the provision of the extended Services during any Extension Period (including the cost of any third-party contract consents, renewals or similar amounts resulting from the provision of the extended Services which would not have been incurred by the Providing Party without the provision of the extended Services and the Providing Party could not have reasonably avoided payment for such periods, even if such amounts are expended for periods after such Extension Period, e.g., if a vendor requires a one-year contract renewal even if the applicable Extension Period is 6 months and the Providing Party would not have otherwise renewed such contract or portion thereof), (ii) the Parties shall document any changes to the applicable Services or related terms in the Agreement as agreed by the Parties in accordance with Section 12.4 with respect to the performance of such Services during the Extension Period and (iii) the Providing Party shall provide such Services during such Extension Period.

(b) If the Receiving Party desires to terminate any Service or portion thereof, the Receiving Party may submit a Termination Request pursuant to Section 11.2(b) with respect to the Service that the Receiving Party desires to terminate.

2.4 Additional Services.

(a) The Providing Party shall consider in good faith any reasonable written request by the Receiving Party or any of its Affiliates for new services that are not reflected in Exhibit A at the time of such request (an "**Additional Service**"); *provided that* the Receiving Party may not request any service that is identified in Exhibit A as unavailable. If the Receiving Party desires to request an Additional Service to be provided hereunder by the Providing Party, the Services Manager for the Receiving Party shall, no later than sixty (60) days prior to the requested commencement date of such Additional Service, provide a written request thereof to the Services Manager for the Providing Party describing such Additional Service and the anticipated commencement date thereof. If an Additional Service is requested that needs to commence within less than sixty (60) days from the Receiving Party's request for such Additional Service, including to comply with a request from a Governmental Entity or any applicable Law, the Parties will use commercially reasonable efforts to assess and make a final determination pursuant to this Section 2.4 in an expedited manner to satisfy the request of the Governmental Entity or to comply with applicable Law, on whether such Additional Service can be provided and the terms and conditions and Fees (which shall be calculated in accordance with the principles used to calculate the Fees for similar Services) for such Additional Service added, notwithstanding the sixty (60) day and thirty (30) day references in Section 2.4(a) and Section 2.4(b), respectively.

(b) Within thirty (30) days following the receipt of such request for an Additional Service, the Services Manager for the Providing Party shall provide the Services Manager for the Receiving Party with a written response to such request setting forth the applicable Fees (which shall be calculated in accordance with the principles used to calculate the Fees for similar Services) for such Additional Service and an assessment as to whether the requested commencement or completion dates can be achieved. Following receipt by the Services Manager for the Recipient Party of such response, the terms and conditions, including the applicable commencement date, the termination date, and the Fees on which such Additional Service, if any, shall be provided by the Providing Party, shall be as mutually agreed upon in writing by the Services Managers for the Parties.

(c) Upon agreement of the Services Managers for the Parties in accordance with this Section 2.4, Exhibit A shall be amended or updated by the Services Managers for the Parties to add any Additional Service and to reflect the Fees applicable to such Additional Service. Any agreed Additional Service shall constitute a Service under this Agreement and be subject in all respects to the provisions of this Agreement as if fully set forth in Exhibit A as of the date hereof. It is understood that the Providing Party may in its sole and absolute discretion decline to provide any such Additional Service and the Receiving Party acknowledges that the Providing Party shall be under no obligation to provide, and may not have the resources, capabilities or capacity to provide, any Additional Service, and may determine not to do so for any reason or no reason; provided that if such Additional Service is required to comply with a request from a Governmental Entity or any applicable Law, and such Additional Service cannot be performed by the Receiving Party itself or cannot be provided by a third party, including outside advisors, the Providing Party shall use commercially reasonable efforts to provide such Additional Service; *provided that*, the Providing Party shall not be required to use commercially reasonable efforts to provide any service that is identified in Exhibit A as unavailable.

(d) If, after the Effective Date, the Providing Party discovers that it, or its Affiliates, is performing any service for the Receiving Party that is not set forth on Exhibit A and is not a service that is incidental and not material in nature as determined by the Providing Party or that is identified in Exhibit A as unavailable, the Providing Party shall inform the Receiving Party in writing and the Receiving Party may request the Providing Party to add this service as an Additional Service pursuant to this Section 2.4. For clarity, if such service is not requested by the Receiving Party to be an Additional Service or the terms and conditions and applicable Fees are not mutually agreed to, the Providing Party may stop performing such service.

2.5 Access to Systems. During the Transition Period, if either Party is given access to the other Party's information technology infrastructure, including network and other equipment, proprietary and third party software, electronic files, and databases (collectively, "**Systems**") in connection with the Services, such Party shall access and use, and cause its Affiliates to access and use, the other Party's Systems solely in accordance with this Agreement and, without limiting the foregoing, solely as necessary to provide or receive the Services, as applicable. Each Party shall limit, and cause its Affiliates to limit, access to the Systems to employees (and, with the other Party's consent, to contractors) of such Party and its Affiliates who the other Party has approved in writing (such approval not to be unreasonably withheld or delayed; provided that ADS may deny access to any individual whom ADS reasonably and good faith believes is not adequately trained to use the Systems) to access the Systems and who have a specific requirement to have such access in connection with this Agreement. All access to the Systems and any portion thereof shall be through secured controlled processes agreed by the Parties prior to any such access and shall be subject to information technology, data security, acceptable use and other policies applicable to the access or use of such Systems and each Party shall comply with all such policies, in each case, to the extent such policies have been provided to the other Party in writing prior to the date of such access. The Providing Party shall be excused from the performance of a Service or portion thereof to the extent the Receiving Party's or its Affiliates' policies applicable to its or their Systems prevent the performance of such Service or portion thereof but only to the extent such policies differ from policies that were applicable during the Baseline Period; *provided, however*, that the Parties will cooperate in good faith to make alternative arrangements and the Providing Party's obligation with respect to the applicable Service shall be to provide as much of the benefit of the applicable Service as is reasonably practicable in compliance with the Receiving Party's or its Affiliates' policies applicable to its or their Systems. Each Party shall cooperate, and cause its Affiliates to cooperate, with the other Party in the investigation of any apparent unauthorized access to any Systems by employees, contractors or other personnel of such Party or any apparent unauthorized use or disclosure of Confidential Information by such personnel.

2.6 Security. If a Party becomes aware that the integrity or security of any Systems or portion thereof used to perform or receive the Services, including any data stored thereon, has been, is being, or is reasonably likely to be, compromised or otherwise materially adversely affected (including if caused by the access to such Systems or portion thereof by the other Party) (a "**Security Issue**"), such Party shall provide the other Party with prompt written notice thereof and shall use its reasonable best efforts to mitigate such Security Issue and the other Party shall provide reasonable cooperation to such Party with respect to such mitigation activities. Notwithstanding the foregoing, if a Party becomes aware of any Security Issue, such Party may suspend the other Party's and its Affiliates' access to such Party's Systems or portion thereof for the purpose of addressing or mitigating the effects of the Security Issue and preventing a recurrence thereof. The other Party's and its Affiliates' access to the applicable System shall be restored once the Security Issue is resolved.

2.7 Data Protection under GDPR.

(a) For the purposes of this Agreement, "**General Data Protection Regulation**" or "**GDPR**" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and the terms "**controller**," "**processor**," "**data subject**," "**personal data**," "**processing**" and "**supervisory authority**" shall have the meaning given in the General Data Protection Regulation. The provisions of this Section 2.7 shall apply only to the extent that the provision of the Services requires the processing of personal data by the Providing Party, either directly or indirectly, on behalf of the Receiving Party and only to the extent the GDPR is applicable to such processing.

(b) Exhibit B describes in more detail the processing of personal data carried out in relation to the provision of the Services.

(c) When the Providing Party acts as a processor for the Receiving Party as controller for the purpose of providing a Service, the Providing Party shall:

(i) process personal data for the sole purpose of providing the Services and only on documented instructions from the controller, including with regard to transfers of personal data outside the European Economic Area or to an international organization (unless the processor is required to do so by European Union, Member State or applicable Law to which the processor is subject, in which case the processor shall inform the controller of that legal requirement unless prohibited by that Law on important grounds of public interest) and immediately inform the controller if, in the processor's opinion, any processing instruction given by the controller infringes the GDPR;

(ii) ensure that all its employees and subcontractors authorized to process personal data are subject to binding confidentiality obligations in respect of the processed personal data;

(iii) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement and maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including as appropriate: (1) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (2) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (3) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing; and (4) in assessing the appropriate level of security pursuant to this Section 2.7(c)(iii), take account of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed;

(iv) only engage another processor either (1) as permitted under this Agreement, or (2) with the Receiving Party's prior specific written authorization, and in each case by entering into a legally binding written agreement that places same or equivalent data protection

obligations as those set out in this Section 2.7 on the (sub)processor, provided that if the (sub)processor fails to fulfill its data protection obligations the processor shall remain fully liable to the controller for the performance of the (sub)processor's obligations;

(v) taking into account the nature of the processing, assist the Receiving Party by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Receiving Party's obligations to respond to requests for exercising the data subjects' rights laid down in the GDPR;

(vi) when required by the performance of this Agreement and taking into account the nature of processing and the information available to the processor, assist the Receiving Party, including by providing necessary information, in ensuring compliance with the Receiving Party's security, data protection impact assessment, data breach notifications and supervisory authority consultation obligations under the GDPR and any other applicable EU Member State data protection law. Other than as required by applicable law, the Providing Party shall not issue any notification or other communications to the data subjects or applicable supervisory authorities without the Receiving Party's prior written consent;

(vii) promptly notify the Receiving Party of any breach of personal data in relation to the performance of this Agreement after having knowledge of the breach (with a reasonable degree of certainty) so as to enable the Receiving Party to comply with its obligations to notify the relevant supervisory authority and data subjects within the timeframe provided by the GDPR. The Providing Party shall provide all such timely information and cooperation as the Receiving Party may reasonably require in order for the Receiving Party or its designee to investigate such breach and fulfill applicable data breach reporting obligations under GDPR and any other applicable EU Member State data protection law. The Providing Party shall take reasonable measures and actions to remedy or mitigate the effects of the breach and shall, to the extent not prohibited by applicable law, keep the Receiving Party informed of all developments in connection with the breach;

(viii) process personal data for no longer than is necessary for the provision of the Services for which these processing activities are carried out (as further described in Exhibit A). At the Receiving Party's election, delete or return to the Receiving Party all processed personal data and delete existing copies (including any electronically stored personal data) at the end of the provision of the Services (unless European Union or Member State law requires the processor to store the personal data or such retention is necessary for the establishment, exercise or defense of legal claims related to the processor in which case the Providing Party shall only store or retain such personal data as is required by such law or as is necessary in relation to such legal claims, and only until such storage or retention is no longer required by such law or necessary in relation to such legal claims, and shall destroy or return the personal data in accordance with this provision as soon as retention of the personal data is no longer required by law or is no longer necessary in relation to such legal claims); and

(ix) make available to the Receiving Party all information necessary to demonstrate compliance with Article 28 of the GDPR and allow for and cooperate in audits, including inspections, conducted by the Receiving Party's mandated auditor in accordance with and subject to the following conditions (other than to the extent such audit is required due to a request of a supervisory authority whose instructions conflict with the following conditions, in which case the instructions of the supervisory authority will prevail to the extent of the conflict):

(1) audit operations will be conducted by an external independent auditor appointed by the Receiving Party (subject to prior approval of the processor, not to be unreasonably withheld or delayed); (2) audit operations can be conducted only during normal business hours and business days (except as otherwise agreed in writing by the Parties); (3) the Receiving Party may conduct a maximum of one (1) audit per year (except in case of urgency for major issues, in which case the Receiving Party will provide explanation to the audited processor on the reasons for conducting such audit and its urgent nature); (4) any audit will be subject to one (1)-week prior written notice served to the relevant processor; (5) the Receiving Party can only request to have access to information which is strictly required for the purpose of achieving the objectives of the audit, subject to appropriate confidentiality undertakings taken by the processor's designated auditor; (6) the Receiving Party will, and will cause its auditor to, endeavor to minimize any inconvenience or disturbance to the normal operations of the processor's business; (7) the Receiving Party's external auditor will comply with any security measure and other directions provided by the relevant processor; and any cost incurred in connection with an audit requested by the Receiving Party will be borne by the Receiving Party unless the audit comes to the conclusion that the processor is not in compliance with Article 28 of the GDPR, in which case the processor will bear the costs of the relevant audit.

2.8 Data Protection under PIPEDA

(a) The provisions of this Section 2.8 shall apply only to the extent that (i) the performance of the Services requires the processing by the Providing Party of personal data in the control of the Receiving Party, either directly or indirectly, and (ii) the Canadian Privacy Laws are applicable to such activities.

(b) With respect to any Personal Data in the control of the Receiving Party that is processed by the Providing Party on behalf of the Receiving Party, the Providing Party shall (i) process such Personal Data only for the purpose of discharging its obligations hereunder (or as otherwise authorized by the Receiving Party in writing), (ii) promptly advise the Receiving Party of any request by an individual to access, correct or otherwise challenge the accuracy of such Personal Data, or any other communication received by the Providing Party in respect of such Personal Data, including any withdrawal or variation of consent by an individual, and to work, in a timely manner, with the Receiving Party to respond to such requests (which response shall first be approved by the Receiving Party), including by providing access to, correcting and ceasing to use or disclose such Personal Data as requested by such individual, (iii) use all reasonable efforts to protect and safeguard such Personal Data, including to protect such Personal Data from unauthorized or unlawful processing, (iv) return, delete or render irretrievable any such Personal Data in its possession or control at the request and direction of Purchasers at any time during the Term and, in any event, delete or render irretrievable at the expiry or termination of this Agreement, and (v) only process such Personal Data in Canada or such other jurisdictions as the Providing Party may advise the Receiving Party of from time to time.

(c) For the purposes of ensuring compliance with this Section 2.7, the Providing Party shall cooperate with the Receiving Party's reasonable requests to review the Providing Party's privacy practices and procedures from time to time during the Term. In connection with any such audit, the Providing Party shall promptly furnish any information or documentation that the Receiving Party may reasonably request.

(d) As promptly as practicable after any Party becomes aware of any breach of

security, any actual or suspected unauthorized or unlawful conduct or activities, or any breach of the terms of this Agreement, in each case, relating to the processing of Personal Data by the Providing Party on behalf of the Receiving Party, (i) such Party shall notify the other Party in writing, and (ii) the Parties shall take all reasonable actions to address or mitigate the effects of such breach and prevent a recurrence thereof.

(e) For purposes of this Section 2.8, (i) "**Canadian Privacy Laws**" means each applicable private sector, privacy legislation in Canada, including PIPEDA (Personal Information Protection and Electronics Document Act), and (ii) "**Personal Data**" means identified or identifiable information that on its own or combined with other pieces of data can identify an individual.

2.9 Data Protection.

(a) In addition to Section 2.7 and Section 2.8, the Providing Party shall comply with any other data protection regulations or laws applicable to the Providing Party in relation to providing the Services to the Receiving Party. Additionally, the Providing Party shall provide reasonable and timely assistance to the Receiving Party in relation to the Receiving Party's obligations under any applicable data protection regulations or laws relating to the Receiving Party's receipt of the Services.

3. OTHER OBLIGATIONS.

3.1 Cooperation. The Parties shall cooperate in good faith with each other in all reasonable respects in matters relating to the provision and receipt of the Services. The Receiving Party shall provide the Providing Party with such cooperation, access, assistance and information as the Providing Party reasonably requests in connection with the performance of the Services pursuant to this Agreement, including providing to the Providing Party within any reasonable time period requested by the Providing Party answers to questions, information, technical consultations, and access to the Receiving Party personnel, systems and temporary access to facilities as necessary to enable the Providing Party to perform the Services pursuant to this Agreement. The Providing Party shall, and shall cause its personnel, including subcontractor and Affiliate personnel, to comply with the Receiving Party's standard rules and policies regarding access to and use of the Receiving Party's facilities.

3.2 Consents. To the extent the Providing Party's delivery of any Service as described in this Agreement requires the approval, consent, permission, waiver or agreement (each, a "**Consent**") from any relevant third party with whom the Providing Party has an existing contract the Providing Party shall use its reasonable best efforts to obtain a Consent from such third party as necessary to enable the Providing Party to perform the Services. Subject to Section 6.03 of the Separation Agreement (which shall control with respect to matters set forth therein), the Providing Party shall be responsible for the one-time costs of any Consents required under the Providing Party's existing contract and is necessary for the performance of the Services ("**Consent Costs**"), which shall not include the cost of any license or payments attributable to or in respect of goods or services provided under any such contract. The Providing Party shall pay such Consent Costs directly to the relevant third party. The Providing Party's provision of any Services that requires the use or license of intellectual property, services or other assets owned by, licensed or purchased from a third party will be subject to the terms and conditions of any contracts between the

Providing Party (or its Affiliates) and such third party, as well as the terms of any related Consents, if applicable and necessary for the performance of the Services. The Receiving Party shall, and shall cause all of its Affiliates to, comply with the terms of all such contracts and Consents that are applicable to the Receiving Party's access to and use of the Services in connection with the receipt of the Services, and of which the Providing Party provides the Receiving Party with prior written notice. To the extent that any Consent is not obtained, the Parties will cooperate in good faith to make alternative arrangements and the Providing Party's obligation with respect to the applicable Service shall be to provide as much of the benefit of the applicable Service as is reasonably practicable without such Consent and each Party will continue to use its reasonable best efforts to obtain such Consent.

3.3 License to Receiving Party Materials. During the Transition Period, subject to Section 8, the Receiving Party (on behalf of itself and its Affiliates) hereby grants to the Providing Party a non-exclusive license to use the hardware, software, records, manuals, documentation, databases and other intellectual property that is owned by or licensable by the Receiving Party or its Affiliates following the Distribution Date and that is reasonably necessary in order for the Providing Party to provide the applicable Services (collectively, the "**Receiving Party Materials**") solely for the purpose of providing the Services to the Receiving Party during the Transition Period.

3.4 License to Providing Party Materials. During the Transition Period, subject to Section 3.2 and Section 8, the Providing Party (on behalf of itself and its Affiliates) hereby grants to the Receiving Party and its Affiliates a non-exclusive license to use the hardware, software, records, manuals, documentation, databases and other intellectual property that is owned by or licensable by the Providing Party or its Affiliates and that is reasonably necessary in order for the Receiving Party to receive the applicable Services (collectively, the "**Providing Party Materials**") solely for the purpose of receiving the applicable Services during the Transition Period. The Receiving Party may permit a consultant or subcontractor to use such Providing Party Materials for the sole purpose of providing services relating to the Services to the Receiving Party and the Receiving Party shall be responsible for any act or omission of such consultant or subcontractor as if it were performed or not performed by the Receiving Party.

3.5 Reliance. Neither the Providing Party nor any of its Affiliates shall be liable for the impairment of any Service to the extent resulting from the failure of the Receiving Party or its Affiliates to provide the Providing Party with accurate, complete and timely information as reasonably required or reasonably requested in the performance or delivery of any Service.

4. FEES AND PAYMENT.

4.1 Fees and Expenses. The Receiving Party shall pay, in each case in accordance with this Section 4: (i) the fees specified in Exhibit A, including the FTE Fees and the Service Fees (each, a "**Fee**" and collectively, the "**Fees**") for each Service or category of Services, as applicable; (ii) any Termination Expenses; (iii) any Receiving-Party Funded Payments; (iv) where Loyalty Ventures is the Receiving Party, amounts payable in connection with Loyalty Ventures U.S. employees remaining on ADS benefit plans through December 31, 2021, as contemplated by Section 6.01(a) of the Employee Matters Agreement and as detailed in Exhibit A (but excluding, for the avoidance of doubt, any amount payable pursuant to Section 4.1(i)) and (v) to the extent not previously paid by the Receiving Party, any costs, expenses or other amounts for which the Receiving Party is responsible under the Separation Agreement (including Section 6.03 thereof) or other Ancillary Agreement.

4.2 **Payment; Invoices**. Unless otherwise specified in this Section 4 or in an exhibit hereto, the Providing Party will deliver to the Receiving Party invoices that specify the Fees for the Services (itemized by Service, e.g., Finance, IT, HR) and any other amounts payable under this Agreement. The Receiving Party shall pay any amounts in such invoices within thirty (30) days after receipt.

4.3 **Service Provision Taxes**. All amounts payable pursuant to this Agreement are exclusive of Service Provision Taxes. The Receiving Party shall pay (or cause to be paid) and be responsible for, on receipt of a valid invoice (or other valid and customary documentation, if any) in compliance with applicable Law and reasonably detailing the applicable Service Provision Taxes (as defined below) and a calculation of the amount due, any sales, use, excise, value-added, service, goods and services, consumption, gross receipts or similar Taxes imposed on or in connection with the provision of Services hereunder by any Governmental Entity ("**Service Provision Taxes**"). The Providing Party shall issue to the Receiving Party a valid and timely invoice separately stating the Service Provision Taxes and shall itemize the taxable and non-taxable portions of the amount due on such invoice. The Receiving Party will then remit to the Providing Party the Service Provision Taxes with payment of the invoiced amount within thirty (30) days after receipt. For clarity, Service Provision Taxes shall not include any Taxes measured by or imposed on the Providing Party's net income or profits nor any interest, penalties or other charges attributable to the Providing Party's improper filing relating to Service Provision Taxes. The Receiving Party shall be entitled to deduct and withhold, or cause to be deducted and withheld, any Taxes as required by applicable Law in connection with any amounts payable pursuant to this Agreement; provided that the Receiving Party will provide notice to the Providing Party (and will use commercially reasonable efforts to provide such notice at least five (5) business days) prior to withholding to give the Providing Party an opportunity to provide additional information or to apply for an exemption from, or a reduced rate of, withholding. Any such amounts withheld or deducted and properly remitted to the applicable Governmental Entity shall be treated for purposes of this Agreement as having been paid to the person in respect of which such deduction or withholding was made. The Parties shall use reasonable best efforts to minimize Service Provision Taxes or Tax withholding to the extent legally permissible (e.g., by applying for exemption certificates or issuing any certificate or similar document that the other Party may require in order to obtain a tax credit, deduction or similar relief) and to calculate any applicable Service Provision Taxes or withholding Tax and to make payment thereof directly to the appropriate Governmental Entity. The Receiving Party shall not be obligated to pay such Service Provision Taxes if and to the extent that the Receiving Party has provided the Providing Party with any valid exemption certificates or other applicable valid documentation that would, to the Providing Party's reasonable satisfaction, eliminate or reduce such Service Provision Taxes. If the Providing Party receives any refund or credit in respect of Service Provision Taxes that are borne by the Receiving Party pursuant to this Agreement, the Providing Party shall promptly pay, or cause to be paid, to the Receiving Party the amount of such refund or such credit (net of any additional Taxes and reasonable related out-of-pocket costs and expenses that the Providing Party incurs as a result of the receipt of such refund or such credit). Except as otherwise specifically provided in this Agreement, Tax matters shall be exclusively governed by the Tax Matters Agreement, and in the event of any inconsistency between the Tax Matters Agreement and this Agreement with respect to Tax matters, the Tax Matters Agreement shall control.

5. **OWNERSHIP OF INTELLECTUAL PROPERTY AND OTHER PROPERTY**. This Agreement and the performance of the Services hereunder will not affect the ownership of any

property or Intellectual Property rights as set forth in the Separation Agreement and applicable Ancillary Agreements. Neither Party nor its Affiliates will gain, by virtue of this Agreement or the Services provided hereunder, by implication or otherwise, any rights of ownership of any property or Intellectual Property rights of the other Party or its Affiliates. No licenses, express or implied, are being granted by the Parties under this Agreement other than as set forth in Section 3.3 and Section 3.4.

6. COORDINATION AND COMMUNICATION. During the term of this Agreement, ADS and Loyalty Ventures shall each designate a group of individuals who shall work cooperatively with their counterparts to facilitate and administer this Agreement. Each Party shall appoint a principal point of contact with respect to each category of Services described in Exhibit A (each, a "**Services Manager**"), which Services Manager shall be the primary point of contact in relation to issues arising with respect to the applicable category of Services. Either Party may replace a Services Manager with an individual of comparable qualifications and experience by giving notice in writing to the other Party setting forth the name of (i) the Services Manager to be replaced and (ii) the replacement Services Manager. The initial Services Managers for each Party are identified on Exhibit A.

7. CONFIDENTIALITY.

7.1 Obligations. Each Party expressly acknowledges and agrees that all Confidential Information of the other Party shall be maintained by such Party in confidence, using the same degree of care to preserve the confidentiality of such Confidential Information that the Party to whom such Confidential Information is disclosed would use to preserve the confidentiality of its own information of a similar nature and in no event less than a reasonable degree of care. Unless authorized in writing by the other Party, neither Party may use, disclose or permit to be disclosed any Confidential Information of the other Party to any Person, except (a) with respect to the Providing Party, as may be reasonably required in connection with the performance of Services, or with respect to the Receiving Party, as may be reasonably required in connection with the receipt of Services, (b) to the Party's agents, contractors or representatives who need to know such information and are informed by such Party of the confidential nature of the information and are bound to maintain its confidentiality, and (c) to the extent reasonably necessary in connection with the enforcement of the terms or conditions of this Agreement or the Separation Agreement.

8. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES OR REPRESENTATIVES HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING LOST PROFITS (WHICH ARE HEREBY DISCLAIMED) OR ANY SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, EXCEPT FOR AND TO THE EXTENT OF ANY DIRECT DAMAGES CAUSED BY SUCH PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THIS AGREEMENT OR BREACH OF CONFIDENTIALITY UNDER SECTION 7. WITHOUT LIMITING THE FOREGOING, EXCEPT FOR A PARTY'S LIABILITY FOR INDEMNIFICATION CLAIMS UNDER SECTION 9 OR BREACH OF CONFIDENTIALITY UNDER SECTION 7, IN NO EVENT WILL EITHER PARTY'S OR ANY OF ITS AFFILIATES' OR REPRESENTATIVES' LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE SERVICE FEES AND FTE FEES ACTUALLY PAID TO SUCH PARTY PURSUANT TO THIS AGREEMENT.

9. INDEMNIFICATION

9.1 Indemnification of the Receiving Party. Subject to the first sentence of Section 8, the Providing Party (in its capacity as such) hereby agrees to indemnify and hold the Receiving Party (in its capacity as such), its Affiliates and their respective employees, agents, officers and directors (each, a "**Receiving Party Indemnitee**") harmless from and against any losses, cost, interest, charges, expenses (including reasonable attorneys' fees), obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, assessments or deficiencies (collectively, "**Losses**") arising out of, in connection with or by reason of, the Providing Party's or its Affiliates' fraud, gross negligence or willful misconduct in connection with the provision of any Services hereunder.

9.2 Indemnification of the Providing Party. Subject to the first sentence of Section 8, the Receiving Party (in its capacity as such) hereby agrees to indemnify and hold the Providing Party (in its capacity as such) and its Affiliates and their respective employees, agents, officers and directors (each, a "**Providing Party Indemnitee**") harmless from and against any Losses arising out of, in connection with or by reason of the Receiving Party's fraud, gross negligence or willful misconduct in connection with the receipt of any Services hereunder.

9.3 Indemnification Procedures. Section 5.04 of the Separation Agreement shall govern, *mutatis mutandis*, claims for indemnification under Section 9.2 and Section 9.3.

9.4 Calculation of Losses. The amount of any Losses payable under this Agreement by the indemnifying party hereunder shall be net of any amounts recovered by the indemnified party under applicable insurance policies or from any other Person alleged to be responsible therefor. If the indemnified party hereunder receives any amounts under applicable insurance policies, or from any other Person alleged to be responsible for any Losses, subsequent to an indemnification payment by the indemnifying party, then such indemnified party shall promptly reimburse the indemnifying party for any payment made or expense incurred by such indemnifying party in connection with providing such indemnification payment up to the amount received by the indemnified party, net of any expenses incurred by such indemnified party in collecting such amount.

10. DISCLAIMER. WITHOUT LIMITING SECTION 2.2(a), THE SERVICES, AND ANY FACILITIES, EQUIPMENT, AND OTHER ITEMS PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS." THE PROVIDING PARTY (IN ITS CAPACITY AS SUCH) MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS AGREEMENT WITH RESPECT TO THE SERVICES AND SUCH PROVIDING PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

11. TERM AND TERMINATION.

11.1 **Term of Agreement**. Subject to earlier termination in accordance with its terms, the term of this Agreement begins on the Distribution Date and will continue until the earlier of (i) the end of the Transition Period, or (ii) the date on which all Services have been terminated in accordance with Section 11.2 (the "**Term**").

11.2 Term and Termination of Services.

(a) The Service Period of each individual Service shall be as set forth on Exhibit A for such Service.

(b) Except for those Services designated on Exhibit A as not being eligible for early termination the Receiving Party may terminate a Service or Services early by providing a written notice to the Providing Party at least 60 days before the termination date that describes the Service or Services that the Receiving Party is requesting to terminate and the proposed dates of termination (each, a "**Termination Request**"). The Parties will promptly discuss each Termination Request in good faith, taking into consideration circumstances related to each Service contained in the Termination Request, including any interdependencies between such Service and any other ongoing Services, changes required to other Services or Agreement terms in connection with any such termination, and proposed termination timelines. After the Providing Party's receipt of a Termination Request, the Parties will promptly agree on a schedule (it being agreed that such schedules shall provide for termination as soon as reasonably practicable unless otherwise agreed by the parties) for termination of the applicable Services that are the subject of the Termination Request and the Providing Party shall promptly and in good faith advise the Receiving Party in writing of (i) any other Services that are dependent on the Services subject to the Termination Request that must be terminated or modified as a result of the termination of the Services subject to the Termination Request and (ii) the amount, if any, of early termination costs or expenses actually incurred by the Providing Party solely to the extent associated with such termination, including those related to third party providers such as reimbursement for the portion of any prepaid licenses or services agreements applicable to the period between the termination date and the end of the Service Period set forth in Exhibit A or applicable to any periods that the Providing Party was required to extend such licenses or agreements in connection with an extension of such Service as requested by the Receiving Party pursuant to Section 2.3 (such expenses which the Providing Party has advised the Receiving Party of in writing and in good faith, the "**Termination Expenses**") and the Receiving Party shall be responsible for and pay such Termination Expenses in accordance with Section 4. The Receiving Party may withdraw its Termination Request by delivering a written withdrawal notice within 10 days after the Providing Party advises Receiving Party of the amount of any Termination Expenses associated with the applicable termination. If the Receiving Party does not submit such withdrawal notice within such 10-day period, such Termination Request will be final, binding and irrevocable. The Providing Party will use its reasonable best efforts to mitigate any such Termination Expenses. Upon such termination and payment of any Termination Expenses, the Receiving Party's obligation to pay for the terminated Services shall terminate, and the Providing Party shall cease, or cause its Affiliates or third party service providers to cease, providing the terminated Services.

11.3 Termination for Cause.

(a) Each Party may terminate this Agreement immediately, upon written notice if the other Party breaches in any material respect any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt by the breaching Party of written notice from the non-breaching Party describing such breach.

(b) Each Party may terminate this Agreement immediately, upon written notice

if the other Party (i) makes a general assignment for the benefit of creditors, enters into liquidation or petitions or applies to any tribunal for the appointment of a custodial, receiver, administrator, administrative receiver or trustee for all or a substantial part of its assets, or (ii) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation Law of any jurisdiction whether now or hereafter in effect or the other Party has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made and which remains undismissed for a period of sixty (60) days or more.

11.4 Effect of Termination. Immediately following the expiration or termination of this Agreement, or the termination of any particular Service, the Providing Party shall cease, or cause its Affiliates or subcontractors to cease, providing the applicable Services. In the event of termination by either Party in accordance with the provisions of this Agreement or expiration of the Agreement, any amount outstanding and payable as of the date of the termination or expiration shall remain payable by the Receiving Party and become due immediately upon termination or expiration. Following the termination of any Service, the Receiving Party shall immediately cease access and use of those Providing Party Systems accessed and used in connection with such Service and shall, as promptly as practicable, return to the Providing Party any equipment or other property of the Providing Party in the possession or control of the Receiving Party to the extent relating to such Service. The following provisions of this Agreement shall survive its termination: Sections 1, 2.7, 2.8, 2.9, 3.5, 4, 5, 7, 8, 9, 10, 11.4 and 12.

12. MISCELLANEOUS.

12.1 Relationship of the Parties. It is agreed and understood that neither Party is the agent, representative or partner of the other Party and neither Party has any authority or power to bind or contract in the name of or to create any liability against the other Party in any way or for any purpose pursuant to this Agreement, and that all Services are provided by the Providing Party (directly or through its Affiliates or subcontractors) as an independent contractor. Nothing contained in this Agreement shall be construed to give either Party the power to direct and control the day-to-day activities of the other Party, constitute the Parties as partners, joint venturers, principal and agent, employer and employee, co-owners, or otherwise as participants in a joint undertaking, or allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

12.2 Force Majeure. Neither Party shall be liable for any failure to perform its obligations under this Agreement due to a force majeure event during the Term, including but not limited to an act of God, flood, earthquake, fire, explosion, interruption or defect in the supply of electricity or water, act of government, war, acts of terror, civil commotion, insurrection, embargo, riots, lockouts, inability to obtain raw materials, or labor disputes.

12.3 Notices. All notices and other communications to be given to any Party hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered by hand, courier or overnight delivery service, three days after being mailed by certified or registered mail, return receipt requested, with appropriate postage prepaid, or by e-mail (so long as a receipt of such e- mail is requested and received), and shall be directed to the address set forth below (or at such other address as such Party shall designate by like notice):

(a) If to ADS:

Alliance Data Systems Corporation 7500 Dallas Parkway,
Suite 700
Plano, Texas 75024
Attention: Joseph L. Motes III, Executive Vice President, Chief
Administrative Officer, General Counsel & Secretary
E-mail: generalcounsel@alliancedata.com

with copies (which shall not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: Louis Goldberg
Email: louis.goldberg@davispolk.com

(b) If to Loyalty Ventures:

Loyalty Ventures, Inc.
7500 Dallas Parkway, Suite 700
Plano, Texas 75024
Attention: Cynthia L. Hageman, Executive Vice President, General
Counsel & Secretary
E-mail: generalcounsel@loyalty.com and
investorrelations@loyalty.com

with copies (which shall not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: Louis Goldberg
Email: louis.goldberg@davispolk.com

12.4 Amendments and Waivers.

(a) This Agreement may not be modified or amended except by an instrument or instruments in writing executed and delivered by the Party against whom enforcement of any such modification or amendment is sought. Any Party to this Agreement may, only by an instrument in writing, waive compliance by the other Party to this Agreement with any term or provision of this Agreement on the part of such other Party to this Agreement to be performed or complied with. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

12.5 Dispute Resolution.

(a) Prior to initiating any proceeding relating to any dispute or controversy against the other Party in connection with this Agreement (a "**Dispute**"), the Parties shall attempt in good faith to resolve the Dispute in accordance with this Section 12.5.

(b) The Party initiating the Dispute shall first send written notice of the Dispute to the other Party specifying the nature of the dispute (the "**Dispute Notice**"). The applicable Services Managers shall confer and discuss such Dispute within 5 days after receipt of the Dispute Notice. If the Services Managers cannot agree on a resolution of the Dispute within 10 days after receipt of the Dispute Notice, the Dispute shall be escalated to senior executives designated by each Party for resolution. The applicable Services Manager of the Party initiating the Dispute shall promptly prepare (after consultation with the other Party's Services Manager) for review by such senior executives a summary stating (a) the issues in dispute and each Party's position thereon, (b) a summary of the evidence and arguments supporting each Party's position (attaching all relevant documents) and (c) a summary of the negotiations that have taken place to date.

(c) The senior executives shall conduct good faith discussions within 5 days after receipt of the summary described above. If the senior executives cannot agree on a resolution of the Dispute within 20 days after receipt of the Dispute Notice, either Party may initiate an Action with respect to such Dispute.

12.6 Governing Law; Jurisdiction and Forum; Waiver of Jury Trial.

(a) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In addition, each of the Parties irrevocably (i) submits to the personal jurisdiction of the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such dispute, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such dispute, any Delaware State court sitting in New Castle County, in the event any dispute (whether in contract, tort or otherwise) arises out of this Agreement or the transactions contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court (and of the appropriate appellate courts therefrom), (iii) waives any objection to the laying of venue of any Action relating to this Agreement or the transactions contemplated thereby in such court, (iv) waives and agrees not to plead or claim in any such court that any Action relating to this Agreement or the transactions contemplated thereby brought in any such court has been brought in an inconvenient forum, and (v) agrees that it will not bring any Action relating to this Agreement or the transactions contemplated hereby in any court other than the Delaware Court of Chancery in and for New Castle County, or in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such Action, the United States District Court for the District of Delaware, or in the event (but only in the event) that such United States District Court also does not have jurisdiction over such Action, any Delaware State court sitting

in New Castle County. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Each Party agrees that service of process upon such Party in any such Action shall be effective if notice is given in accordance with Section 12.3.

(b) EACH PARTY TO THIS AGREEMENT WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST THE OTHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HEREWITH OR THE ADMINISTRATION THEREOF OR THE TRANSACTION OR ANY OF THE OTHER TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. NEITHER PARTY TO THIS AGREEMENT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT. NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY TO THIS AGREEMENT CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT OR INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH IN THIS SECTION 12.6. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 12.6 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

12.7 Entire Agreement. This Agreement, together with the Separation Agreement and the Ancillary Agreements and the Exhibits and Schedules hereto and thereto constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede any prior discussion, correspondence, negotiation, term sheet, agreement, understanding or arrangement, and there are no agreements, understandings, representations or warranties between the Parties other than those set forth or referred to in this Agreement, the Separation Agreement and the Ancillary Agreements and the Exhibits and Schedules hereto and thereto. In the event of a conflict or inconsistency between the main body of this Agreement and an Exhibit or other attachment hereto the main body of this Agreement shall govern.

12.8 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party hereto. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

12.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns; provided that no Party to this Agreement may assign this Agreement without the express prior written consent of the other Party, except that either Party may transfer or assign, in whole or from time to time in part, its rights or obligations under this Agreement to any of its Affiliates. Any attempted assignment in violation of this Section 12.9 shall be null and void *ab initio*.

Notwithstanding the foregoing, either Party hereto may assign or transfer this Agreement and all of its rights and obligations hereunder to any third party that acquires all or substantially all of such Party's assets or business to which this Agreement relates (whether by sale of assets, stock, merger, consolidation, reorganization or otherwise); *provided* that this Agreement and the Services shall not apply to any other business of such third party acquirer. Nor shall this Agreement and the Services apply with respect to any acquisition by the Receiving Party that would materially expand the scope of the Services.

12.10 No Third Party Beneficiaries. Nothing in this Agreement, including the exhibits hereto, is intended to confer in or on behalf of any Person not a party to this Agreement (and their successors and assigns) any rights, benefits, causes of action or remedies with respect to the subject matter or any provision hereof; provided that each of the Parties may enforce any applicable payment or reimbursement obligation set forth in this Agreement on behalf of its Affiliates.

12.11 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of either Party or any of its Affiliates shall have any liability for any obligations or liabilities of such Party for any claim based on, in respect of or by reason of the transactions contemplated by this Agreement.

12.12 Headings; Definitions. The Section and Article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

12.13 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission method (including by facsimile or by e-mail in "pdf" form) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

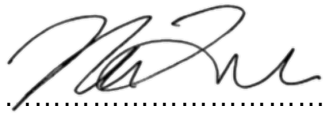
ALLIANCE DATA SYSTEMS CORPORATION

By: /s/ Ralph J. Andretta
Name: Ralph J. Andretta
Title: President and Chief Executive Officer

LOYALTY VENTURES INC.

By: /s/ Charles L. Horn
Name: Charles L. Horn
Title: President and Chief Executive Officer

This is **Exhibit "F"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario



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A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

Exhibit 10.3

EMPLOYEE MATTERS AGREEMENT

by and between

ALLIANCE DATA SYSTEMS CORPORATION

and

LOYALTY VENTURES INC.

Dated as of November 5, 2021

TABLE OF CONTENTS

SCHEDULES

EMPLOYEE MATTERS AGREEMENT

EMPLOYEE MATTERS AGREEMENT dated as of November 5, 2021 (as the same may be amended from time to time in accordance with its terms, this "**Agreement**"), between Alliance Data Systems Corporation, a Delaware corporation ("**ADS**"), and Loyalty Ventures Inc., a Delaware corporation ("**Loyalty Ventures**") (each, a "**Party**" and together, the "**Parties**"). Capitalized terms used in this Agreement but not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Separation and Distribution Agreement dated as of November 3, 2021 by and between the Parties, to which this Agreement is Exhibit A (the "**Separation Agreement**").

W I T N E S E T H:

WHEREAS, the board of directors of ADS (the "**ADS Board**") has determined that it is in the best interests of ADS and its stockholders to separate the Loyalty Ventures Business from the ADS Business;

WHEREAS, Loyalty Ventures is a wholly owned Subsidiary of ADS that has been incorporated for the sole purpose of, and has not engaged in activities except in preparation for, the Distribution and the transactions contemplated by this Agreement, the Separation Agreement and the other Ancillary Agreements;

WHEREAS, pursuant to the Separation Agreement, ADS and Loyalty Ventures have agreed to enter into this Agreement for the purpose of allocating between them assets, liabilities and responsibilities with respect to certain employee matters, including employee compensation and benefit plans and programs; and

WHEREAS, ADS and Loyalty Ventures have agreed that, except as otherwise expressly provided herein, the general approach and philosophy underlying this Agreement is to (a) allocate assets, Liabilities and responsibilities to the Loyalty Ventures Group (as opposed to the ADS Group) to the extent they relate to current or former employees and other service providers primarily related to the Loyalty Ventures Business and (b) allocate assets, Liabilities and responsibilities (other than those described in clause (a) above) to the ADS Group (as opposed to the Loyalty Ventures Group).

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Separation Agreement, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions*. (a) For purposes of this Agreement, the following terms shall have the following meanings:

"**Adjusted ADS Awards**" means, collectively, the Adjusted ADS PSUs and the Adjusted ADS RSUs.

"**Adjusted ADS PSU**" means any ADS PSU adjusted pursuant to Section 8.02(b) hereto.

"**Adjusted ADS RSU**" means any ADS RSU adjusted pursuant to Section 8.01(b) hereto.

"**ADS 401(k) Plan**" means any ADS Plan that is a defined contribution plan intended to qualify under Section 401(a) of the Code.

"**ADS Common Stock**" has the meaning set forth in the Separation Agreement.

"**ADS Compensation Committee**" means the compensation committee of the ADS Board.

"**ADS Contractor**" means each individual independent contractor or consultant (other than a Loyalty Ventures Contractor) of any member of the ADS Group.

"**ADS Director**" means a member of the ADS Board.

"**ADS EDCP**" means the Alliance Data Systems Corporation Executive Deferred Compensation Plan, amended and restated effective January 1, 2018.

"**ADS Employee**" means each individual who, following the Distribution Date, is (a) not a Loyalty Ventures Employee and (b) either (i) actively employed by any member of the ADS Group or (ii) an inactive employee located in the U.S. (including any employee on short- or long-term disability leave or other authorized leave of absence).

"**ADS Equity Plans**" means, collectively, (a) the Alliance Data Systems Corporation 2020 Omnibus Incentive Plan, and (b) the Alliance Data Systems Corporation 2015 Omnibus Incentive Plan (in each case, together with any successor plans thereto).

"**ADS ESPP**" means the Alliance Data Systems Corporation 2015 Employee Stock Purchase Plan.

"**ADS FSA**" means any ADS Plan that is a flexible spending account for health and dependent care expenses.

"**ADS Group**" has the meaning set forth in the Separation Agreement.

"**ADS H&W Plan**" means any ADS Plan that is an "employee welfare benefit plan" or "welfare plan" (as defined under Section 3(1) of ERISA). For the

avoidance of doubt, ADS FSAs are ADS H&W Plans and the ADS 401(k) Plan is not an ADS H&W Plan.

"**ADS Participant**" means any individual who is an ADS Employee, ADS Contractor or ADS Director and any beneficiary, dependent, or alternate payee of such individual, as the context requires.

"**ADS Plan**" means any Employee Plan (other than a Loyalty Ventures Plan) sponsored, maintained, administered, contributed to or entered into by any member of the ADS Group. For the avoidance of doubt, no Loyalty Ventures Plan is an ADS Plan.

"**ADS Post-Distribution Stock Value**" means the volume weighted average trading price per share of ADS Common Stock, trading "regular way", during the five trading days immediately following the Distribution Date.

"**ADS Pre-Distribution Stock Value**" means the volume weighted average trading price per share of ADS Common Stock, trading "regular way" with "due bills", during the five trading days immediately prior to the Distribution Date.

"**ADS PSU**" means each award of restricted stock units with respect to ADS Common Stock granted under the ADS Equity Plan subject to performance-based vesting conditions.

"**ADS RSU**" means each award of restricted share units with respect to ADS Common Stock granted under the ADS Equity Plan (other than ADS PSUs).

"**ADS Specified Rights**" means any and all rights to enjoy, benefit from or enforce any and all restrictive covenants, including covenants relating to non-disclosure, non-solicitation, non-competition, confidentiality or Intellectual Property, pursuant to any Employee Plan including any Associate Confidentiality Agreements, covering or with any Loyalty Ventures Employee, Loyalty Ventures Contractor, ADS Employee or ADS Contractor and to which any member of the Loyalty Ventures Group or ADS Group is a party (other than Loyalty Ventures Specified Rights).

"**COBRA**" means the continuation coverage requirements for "group health plans" under Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as codified in Section 4980B of the Code and Sections 601 through 608 of ERISA.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Distribution**" has the meaning set forth in the Separation Agreement.

"**Distribution Date**" has the meaning set forth in the Separation Agreement.

"**Employee Plan**" means any (a) "employee benefit plan" as defined in Section 3(3) of ERISA, (b) compensation, employment, consulting, severance, termination protection, change in control, transaction bonus, retention or similar plan, agreement, arrangement, program or policy or (c) other plan, agreement, arrangement, program or policy providing for compensation, bonuses, profit-sharing, equity or equity-based compensation or other forms of incentive or deferred compensation, vacation benefits, insurance (including any self-insured arrangement), medical, dental, vision, prescription or fringe benefits, life insurance, relocation or expatriate benefits, perquisites, disability or sick leave benefits, employee assistance program, supplemental unemployment benefits or post-employment or retirement benefits (including compensation, pension, health, medical or insurance benefits), in each case whether or not written.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, together with the rules and regulations promulgated thereunder.

"**Former ADS Employee**" means each individual who, as of immediately prior to the Distribution Date, is a former employee of any member of the ADS Group.

"**H&W Plan**" means any ADS H&W Plan or Loyalty Ventures H&W Plan.

"**HIPAA**" means the health insurance portability and accountability requirements for "group health plans" under the Health Insurance Portability and Accountability Act of 1996, as amended, together with the rules and regulations promulgated thereunder.

"**Liabilities**" has the meaning set forth in the Separation Agreement.

"**Loyalty Ventures 401(k) Plan**" means any Loyalty Ventures Plan that is a defined contribution plan intended to qualify under Section 401(a) of the Code.

"**Loyalty Ventures Active Employee**" means any individual actively employed primarily with respect to the Loyalty Ventures Business or employed by any member of the Loyalty Ventures Group.

"**Loyalty Ventures Assets**" has the meaning set forth in the Separation Agreement.

"**Loyalty Ventures Awards**" means, collectively, the Loyalty Ventures PSUs and the Loyalty Ventures RSUs.

"**Loyalty Ventures Board**" means the board of directors for Loyalty Ventures.

"**Loyalty Ventures Common Stock**" has the meaning set forth in the Separation Agreement.

"**Loyalty Ventures Compensation Committee**" means the compensation committee of the Loyalty Ventures Board.

"**Loyalty Ventures Contractor**" means each individual independent contractor or consultant who, as of the Distribution Date, primarily provides or provided services with respect to the Loyalty Ventures Business.

"**Loyalty Ventures Director**" means a member of the Loyalty Ventures Board.

"**Loyalty Ventures Employee**" means each (a) individual who, as of immediately following the Distribution Date, is (i) a Loyalty Ventures Active Employee or (ii) an inactive employee (including any Loyalty Ventures Inactive Employee) primarily employed with respect to the Loyalty Ventures Business by any member of the Loyalty Ventures Group, but not including any Transferred Loyalty Ventures Employees, or (b) a Transferred Loyalty Ventures Employee.

"**Loyalty Ventures Group**" has the meaning set forth in the Separation Agreement.

"**Loyalty Ventures H&W Plan**" means any Loyalty Ventures Plan that is (a) an "employee welfare benefit plan" or "welfare plan" (as defined under Section 3(1) of ERISA) or (b) a similar plan that is sponsored, maintained, administered, contributed to or entered into outside of the United States. For the avoidance of doubt, Loyalty Ventures FSAs are Loyalty Ventures H&W Plans and the Loyalty Ventures 401(k) Plan (once adopted) is not a Loyalty Ventures H&W Plan.

"**Loyalty Ventures Inactive Employee**" means any individual who is (i) on an approved leave of absence and (ii) receiving long-term or short-term disability benefits under an ADS H&W Plan who is employed primarily with respect to the Loyalty Ventures Business or employed by any member of the Loyalty Ventures Group.

"**Loyalty Ventures Participant**" means any individual who is a Loyalty Ventures Employee or Loyalty Ventures Contractor, and any beneficiary, dependent, or alternate payee of such individual, as the context requires.

"**Loyalty Ventures Plan**" means any Employee Plan that (a) is or was sponsored, maintained, administered, contributed to or entered into by any member of the Loyalty Ventures Group, whether before, as of or after the Distribution Date or (b) for which Liabilities transfer to any member of the Loyalty Ventures Group under this Agreement or pursuant to applicable Law as a result of the Distribution.

"**Loyalty Ventures Specified Rights**" means any and all rights to enjoy, benefit from or enforce any and all restrictive covenants, including covenants relating to non-disclosure, non-solicitation, non-competition, confidentiality or

Intellectual Property, applicable or related, in whole or in part, to the Loyalty Ventures pursuant to any Employee Plan, including any Associate Confidentiality Agreements, covering or with any Loyalty Ventures Employee or Loyalty Ventures Contractor and to which any member of the Loyalty Ventures Group or ADS Group is a party; *provided* that, with respect to any Intellectual Property existing, conceived, created, developed or reduced to practice prior to the Distribution Date, the foregoing rights to enjoy, benefit from or enforce any restrictive covenants related to Intellectual Property is limited to those restrictive covenants related to Intellectual Property included in the Loyalty Ventures Assets.

"**Loyalty Ventures Stock Value**" means the volume weighted average trading price per share of Loyalty Ventures Common Stock, trading "regular way", during the five trading days immediately following the Distribution Date.

"**Non-U.S. Loyalty Ventures Active Employee**" means any Loyalty Ventures Active Employee who is not a U.S. Loyalty Ventures Active Employee.

"**Non-U.S. Loyalty Ventures Participant**" means any Loyalty Ventures Participant who is not a U.S. Loyalty Ventures Participant.

"**Record Date**" has the meaning set forth in the Separation Agreement.

"**Restricted Period**" means the period beginning on the Distribution Date and ending on the date that the Transition Services Agreement is terminated.

"**Special Achievement RSUs**" means the awards relating to cash and units listed on Schedule 8.04.

"**Sponsored Employee**" means any Loyalty Ventures Employee set forth on Schedule 1.01(a)(ii) who is working on a visa or work permit sponsored by ADS or an ADS Group member as of immediately prior to the Distribution Date.

"**Transferred Loyalty Ventures Employee**" means any individual who, upon mutual agreement of the Parties, transfers employment from the ADS Group to the Loyalty Ventures Group following the Distribution Date (whether in connection with any Ancillary Agreement or otherwise).

"**U.S. Loyalty Ventures Active Employee**" means any Loyalty Ventures Active Employee employed or engaged in the United States.

"**U.S. Loyalty Ventures Inactive Employee**" means any Loyalty Ventures Inactive Employee employed or engaged in the United States.

"**U.S. Loyalty Ventures Participant**" means any Loyalty Ventures Participant employed or engaged in the United States.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
ADS	Preamble
ADS Board	Preamble
ADS Bonus Plan	Section 7.01
ADS Retained Employee Liabilities	Section 2.01(a)
2021 ADS Cash Bonuses	Section 7.01
2021 Loyalty Ventures Cash Bonuses	Section 7.01
Delayed Transfer Period	Section 3.01(b)
Estimated Prorated Bonus Amount	Section 7.01
Final Liquidation Date	Section 5.01©
Loyalty Ventures	Preamble
Loyalty Ventures Assumed Employee Liabilities	Section 2.01(b)
Loyalty Ventures Bonus Plan	Section 7.01
Loyalty Ventures Equity Plan	Section 8.05(a)
Loyalty Ventures FSA	Section 6.03
Loyalty Ventures PSU Replacement Award	Section 8.02(a)
Loyalty Ventures RSU	Section 8.01(a)
Loyalty Ventures RSU Replacement Award	Section 8.01(a)
Personnel Records	Section 9.01
Retirement Eligible Employee	Section 8.03
Special LTIP RSU	Section 8.03
Transition Date	Section 6.01(a)
Vendor Contract	Section 11.03

ARTICLE 2
General Allocation of Liabilities; Indemnification

Section 2.01. *Allocation of Employee-Related Liabilities*.

(a) Subject to the terms and conditions of this Agreement, effective as of the Distribution Date, ADS shall, or shall cause the applicable member of the ADS Group to, assume and retain, and no member of the Loyalty Ventures Group shall have any further obligation with respect to, any and all Liabilities (i) relating to, arising out of or in respect of any ADS Participant or any ADS Plan, in each case, other than any Loyalty Ventures Assumed Employee Liabilities (as defined below), or (ii) attributable to actions expressly specified to be taken by any member of the ADS Group under this Agreement, in each case, (x) whether arising before, on or after the Distribution Date, (y) whether based on facts occurring before, on or after the Distribution Date and (z) irrespective of which Person such Liabilities are asserted against or which Person such Liabilities attached to as a matter of applicable Law or contract or (iii) expressly assumed or retained, as applicable, by any member of the ADS Group pursuant to this Agreement (collectively, "**ADS Retained Employee Liabilities**"). For the avoidance of doubt, all ADS Retained Employee Liabilities are ADS Liabilities for purposes of the Separation Agreement.

(b) Subject to the terms and conditions of this Agreement, effective as of the Distribution Date, Loyalty Ventures shall, or shall cause the applicable member of the Loyalty Ventures Group to, assume, and no member of the ADS Group shall have any further obligation with respect to, any and all Liabilities (i) relating to, arising out of or in respect of any Loyalty Ventures Participant or any Loyalty Ventures Plan or (ii) attributable to actions expressly specified to be taken by any member of the Loyalty Ventures Group under this Agreement, in each case, (x) whether arising before, on or after the Distribution Date, (y) whether based on facts occurring before, on or after the Distribution Date and (z) irrespective of which Person such Liabilities are asserted against or which Person such Liabilities attached to as a matter of applicable Law or contract (collectively, "**Loyalty Ventures Assumed Employee Liabilities**"), including without limitation:

(i) employment, separation or retirement agreements or arrangements to the extent applicable to any Loyalty Ventures Participant;

(ii) wages, salaries, incentive compensation, commissions, bonuses and other compensation payable to any Loyalty Ventures Participants, without regard to when such wages, salaries, incentive compensation, equity compensation, commissions, bonuses and other compensation are or may have been earned;

(iii) severance or similar termination-related pay or benefits applicable to any Loyalty Ventures Participant relating to the termination or alleged termination of any Loyalty Ventures Participant's employment or service with the Loyalty Ventures Group or ADS Group that occurs prior to, at or after the Distribution;

(iv) workers' compensation and unemployment compensation benefits for all Loyalty Ventures Participants;

(v) change in control, transaction bonus, retention and stay bonuses payable to any Loyalty Ventures Participants;

(vi) any applicable Law (including ERISA and the Code) to the extent related to participation by any Loyalty Ventures Participant in any Employee Plan;

(vii) any Actions, allegations, demands, assessments, settlements or judgments relating to or involving any Loyalty Ventures Participant (including, without limitation, those relating to labor and employment, wages, hours, overtime, employee classification, hostile workplace, civil rights, discrimination, harassment, affirmative action, work authorization, immigration, safety and health, information privacy and security, workers' compensation, continuation coverage under group

health plans, wage payment, hiring practice and the payment and withholding of Taxes);

(viii) any costs or expenses incurred in designing, establishing and administering any Loyalty Ventures Plans or payroll or benefits administration for Loyalty Ventures Participants;

(ix) the employer portion of any employment, payroll or similar Taxes relating to any of the foregoing for any Loyalty Ventures Participant; and

(x) any Liabilities expressly assumed or retained, as applicable, by any member of the Loyalty Ventures Group pursuant to this Agreement.

For the avoidance of doubt, all Loyalty Ventures Assumed Employee Liabilities are Loyalty Ventures Liabilities for purposes of the Separation Agreement.

Section 2.02. *Indemnification*. For the avoidance of doubt, the provisions of Article 5 of the Separation Agreement shall apply to and govern the indemnification rights and obligations of the parties with respect to the matters addressed by this Agreement.

ARTICLE 3
EMPLOYEES AND CONTRACTORS; AND EMPLOYMENT

Section 3.01. *Transfers of Employment*.

(a) Effective as of the Distribution Date, (i) the employment of each Non-U.S. Loyalty Ventures Active Employee, to the extent employed at such time, will be continued by a member of the Loyalty Ventures Group, (ii) the employment of each ADS Employee, to the extent employed at such time, will be continued by a member of the ADS Group and (iii) each U.S. Loyalty Ventures Active Employee shall remain employed by a member of the ADS Group through the Distribution Date, and, immediately following the Distribution Date, shall terminate employment with the ADS Group and shall immediately commence employment with a member of the Loyalty Ventures Group and shall be treated as a Loyalty Ventures Employee for all purposes pursuant to this Agreement. Before the Distribution Date, ADS and Loyalty Ventures shall cooperate in good faith to transfer the employment of each Non-U.S. Loyalty Ventures Employee from the ADS Group to the Loyalty Ventures Group, and the parties shall use their reasonable best efforts to cause all such transfers of employment to occur no later than the Distribution Date; *provided* however, that the parties agree to mutually cooperate to transfer the employment of any Transferred Loyalty Ventures Employees to the Loyalty Ventures Group as soon as possible following the Distribution Date and, unless as otherwise contemplated in connection with the

Transition Services Agreement, in no event later than the expiration of the Delayed Transfer Period.

(b) Notwithstanding anything to the contrary in this Agreement, each Loyalty Ventures Employee who, as of the Distribution Date, is a U.S. Loyalty Ventures Inactive Employee will continue to be employed by a member of the ADS Group until such individual returns to active service. Upon a U.S. Loyalty Ventures Inactive Employee's return to active service, Loyalty Ventures will make an offer of employment to such U.S. Loyalty Ventures Inactive Employee on terms and conditions of employment consistent with (A) this Agreement and (B) the terms and conditions of employment applicable to such U.S. Loyalty Ventures Inactive Employee at such time; *provided*, that such U.S. Loyalty Ventures Inactive Employee returns to active service within 18 months following the Distribution Date (such period, the "**Delayed Transfer Period**"). For the avoidance of doubt, (x) immediately following the Distribution Date, the employment of each Loyalty Ventures Employee located in the U.S. (other than any U.S. Loyalty Ventures Inactive Employee) who is on an approved leave of absence (including parental, military or other authorized leave of absence) will continue with or be transferred to, as applicable, the Loyalty Ventures Group in accordance with Section 3.01(a) and (y) all costs relating to any compensation, benefits, severance or other employment-related costs in respect of U.S. Loyalty Ventures Inactive Employees will constitute Loyalty Ventures Assumed Employee Liabilities.

(c) When required, each of the parties hereto agrees to execute, and to use their reasonable best efforts to have the applicable employees execute, any such documentation or consents as may be necessary or desirable to reflect or effectuate any such assignments or transfers contemplated by this Section 3.01.

(d) Except as otherwise provided under the Transition Services Agreement, effective as of the Distribution Date, (i) Loyalty Ventures shall adopt or maintain, and shall cause each member of the Loyalty Ventures Group to adopt or maintain, leave of absence programs and (ii) Loyalty Ventures shall honor, and shall cause each member of the Loyalty Ventures Group to honor, all terms and conditions of authorized leaves of absence which have been granted to any Loyalty Ventures Participant before the Distribution Date, including such leaves that are to commence on or after the Distribution Date.

Except as provided in Section 8.05(i), with respect to any Delayed Transfer Employee, references to the "**Distribution Date**" in this Agreement, as applicable, shall in each case be deemed to refer to the date such Delayed Transfer Employee commences employment with the Loyalty Ventures Group, *mutatis mutandis*, if later.

Section 3.02. *Employment Agreements*.

(a) With respect to any employment, retention, severance, restrictive covenant or similar agreements with Loyalty Ventures Employees to which a member of the Loyalty Ventures Group is not a party, or which do not otherwise transfer to a Loyalty Ventures Group member by operation of applicable Law, the Parties shall use reasonable best efforts to assign, effective on or before the Distribution Date (or, with respect to Delayed Transfer Employee, effective as of the applicable Delayed Transfer Date) the applicable employment, retention, severance, restrictive covenant or similar agreement, as applicable, to a member of the Loyalty Ventures Group in the applicable jurisdiction, and Loyalty Ventures shall, or shall cause a member of the Loyalty Ventures Group to assume and perform such agreements in accordance with their terms, in each case as if originally entered into by such applicable member of the Loyalty Ventures Group, and the ADS Group shall cease to have any Liabilities or responsibilities with respect thereto; *provided*, *however*, that this Section 3.02(a) shall not apply to any employment, retention, severance, restrictive covenant or similar agreements with any Loyalty Ventures Employees who are employed in a jurisdiction outside of the United States in which the Parties do not intend for such agreements to be transferred to the Loyalty Ventures Group.

(b) With respect to any employment, retention, severance, restrictive covenant or similar agreements with ADS Employees to which a member of the ADS Group is not a party, or which do not otherwise transfer to an ADS Group member by operation of applicable Law, the Parties shall use reasonable best efforts to assign, effective on or before the Distribution Date (or, with respect to Delayed Transfer Employee, effective as of the applicable Delayed Transfer Date) the applicable employment, retention, severance, restrictive covenant or similar agreement, as applicable, to a member of the ADS Group in the applicable jurisdiction, and ADS shall, or shall cause a member of the ADS Group to assume and perform such agreements in accordance with their terms, in each case as if originally entered into by such applicable member of the ADS Group, and the Loyalty Ventures Group shall cease to have any Liabilities or responsibilities with respect thereto; *provided*, *however*, that this Section 3.02(b) shall not apply to any employment, retention, severance, restrictive covenant or similar agreements with any ADS Employees who are employed in a jurisdiction outside of the United States in which the Parties do not intend for such agreements to be transferred to the ADS Group.

(c) From and after the Distribution Date (or, if applicable, the Delayed Transfer Date), each of ADS and Loyalty Ventures hereby agrees to comply with and honor any employment, services, retention or severance agreement between any member of the ADS Group or the Loyalty Ventures Group, as the case may be, on the one hand, and any ADS Employee or ADS Contractor or Loyalty Ventures Employee or Loyalty Ventures Contractor, respectively, on the other hand, and assumes responsibility for, and, to the extent applicable, Loyalty Ventures or the relevant member of the Loyalty Ventures Group and ADS or the relevant member of the ADS Group, respectively, shall cease to be responsible for or to otherwise have any Liability in respect of, such agreements.

Section 3.03. *Contractors*. With respect to any independent contractor or consulting agreements with Loyalty Ventures Contractors or ADS Contractors to which a Loyalty Ventures Group member or an ADS Group member, respectively, is not a party, or which do not otherwise transfer to a Loyalty Ventures Group member or an ADS Group member, respectively, by operation of applicable Law, the parties shall use reasonable best efforts to assign the applicable agreements to a member of the Loyalty Ventures Group or a member of the ADS Group, as applicable, in the applicable jurisdiction, and Loyalty Ventures or ADS, as applicable, shall, or shall cause a member of the Loyalty Ventures Group or a member of the ADS Group, respectively, to assume and perform any obligations under such independent contractor and consulting agreements.

Section 3.04. *Assignment of Specified Rights*. To the extent permitted by applicable Law and the applicable agreement, if any, effective as of the Distribution Date, (i) ADS hereby assigns, to the maximum extent possible, on behalf of itself and the ADS Group, the Loyalty Ventures Specified Rights, to Loyalty Ventures and (ii) Loyalty Ventures hereby assigns, to the maximum extent possible, on behalf of itself and the Loyalty Ventures Group, the ADS Specified Rights, to ADS.

ARTICLE 4
PLANS

Section 4.01. *Plan Participation.*

(a) Except as otherwise expressly provided in this Agreement and subject to any provisions of the Transition Services Agreement, effective as of immediately following the Distribution Date, (i) (x) all Loyalty Ventures Participants shall cease any participation in, and benefit accrual under, ADS Plans other than the ADS H&W Plans (where participation will continue until the Transition Date), and (y) to the extent applicable, all members of the Loyalty Ventures Group shall cease to be participating employers under the ADS Plans and, (ii) to the extent applicable, (x) all ADS Participants shall cease any participation in, and benefit accrual under, Loyalty Ventures Plans and (y) all members of the ADS Group shall cease to be participating employers under the Loyalty Ventures Plans. Prior to the Distribution Date, ADS and Loyalty Ventures shall take all actions necessary to effectuate the actions contemplated by this Section 4.01 and to cause (A) except as otherwise set forth in the Transition Services Agreement, the applicable Loyalty Ventures Group member to have in effect such corresponding Loyalty Ventures Plan as of the Distribution Date, (B) the applicable Loyalty Ventures Group Member to assume or retain all Liabilities with respect to each Loyalty Ventures Plan and the applicable ADS Group member to assume or retain all Liabilities with respect to each ADS Plan, in each case, effective as of the Distribution Date and (C) all assets of any Loyalty Ventures Plan to be transferred to or retained by the applicable Loyalty Ventures Group member in the applicable jurisdiction and all assets of any ADS Plan to be

transferred to or retained by the applicable ADS Group member in the applicable jurisdiction, in each case, effective as of the Distribution Date. Effective as of the Distribution Date, ADS shall not be considered a fiduciary for any Loyalty Ventures Plans.

(b) The Parties agree that, to the extent the terms of this Agreement do not expressly prescribe the treatment of any specific compensation or benefits matter (including, without limitation, regarding the treatment of participation in any Employee Plans or the allocation of any Liabilities hereunder) applicable to any Delayed Transfer Employee, as the case may be, the Parties will reasonably cooperate in good faith to cause such matter to be treated in a manner consistent with the corresponding treatment provided under this Agreement of such matter as applicable to any Delayed Transfer Employee, respectively (or, if no such corresponding treatment is provided under the terms of this Agreement, then such matter shall otherwise be treated in accordance with the general approach and philosophy regarding the allocation of assets and Liabilities under the terms of this Agreement, as expressly set forth in the recitals to this Agreement).

Section 4.02. *Service Credit*. From and after the Distribution Date, for purposes of determining eligibility to participate, vesting and benefit accrual under any Loyalty Ventures Plan in which a Loyalty Ventures Employee is eligible to participate on and following the Distribution Date, such Loyalty Ventures Employee's service with any member of the ADS Group or the Loyalty Ventures Group, as the case may be, prior to the Distribution Date shall be treated as service with the Loyalty Ventures Group, to the extent recognized by the ADS Group or the Loyalty Ventures Group, as applicable, under an analogous ADS Plan or Loyalty Ventures Plan, as applicable, prior to the Distribution Date; *provided*, *however*, that such service shall not be recognized to the extent that such recognition would result in any duplication of benefits.

ARTICLE 5
RETIREMENT PLANS

Section 5.01. *401(k) Plan*.

(a) Effective as of the Distribution Date, each Loyalty Ventures Participant who participates in the ADS 401(k) Plan immediately prior to the Distribution Date (i) will cease active participation in the ADS 401(k) Plan as of the Distribution Date, (ii) will be treated as a terminated participant for purposes of the ADS 401(k) Plan and (iii) upon the establishment of the Loyalty Ventures 401(k) Plan following the Distribution Date, will become eligible to participate in the Loyalty Ventures 401(k) Plan.

(b) From and after the Distribution Date, the applicable member of the Loyalty Ventures Group shall be responsible for the administration of the Loyalty Ventures 401(k) Plan, and no member of the ADS Group shall have any Liability

or obligation (including any administration or fiduciary obligation) with respect to the Loyalty Ventures 401(k) Plan.

(c) Effective as of the Distribution Date, other than as a result of the Distribution, participants in the ADS 401(k) Plan shall not be permitted to purchase additional shares of Loyalty Ventures Common Stock under the ADS 401(k) Plan. Participants shall be permitted to sell shares of Loyalty Ventures Common Stock received as a result of the Distribution at their discretion until October 27, 2022. The remaining shares of Loyalty Ventures Common Stock received as a result of the Distribution shall be liquidated on the earlier of (i) November 1, 2022, (ii) the date the Loyalty Ventures Common Stock ceases to be readily tradable on an established securities market and (iii) the applicable effective date for the liquidation set forth in a ruling by the Supreme Court of the United States, or by any other court of applicable jurisdiction, to the effect that the ERISA duty of diversification would require the diversification of each investment option offered under a defined contribution plan or otherwise require the divestiture of any single-stock fund other than a fund of employer stock (the "**Final Liquidation Date**"). Proceeds from the sale of shares of Loyalty Ventures Common Stock in accordance with the immediately preceding sentence will be invested pro rata according to the Participant's investment election on file for new contributions to the ADS 401(k) Plan. If the participant has no investment election on file, the ADS Investment Committee shall direct the plan recordkeeper to direct proceeds to the ADS 401(k) Plan's Qualified Default Alternative Investment (QDIA). In the event that Loyalty Ventures posts a dividend during the period between the Distribution and Final Liquidation Date, the ADS 401(k) Plan will not purchase additional shares of Loyalty Ventures Common Stock, and any cash amounts received in respect of such dividends will follow the participant investment elections for new contributions to the ADS 401(k) Plan. If the participant has no investment election on file, the ADS Investment Committee shall direct the plan recordkeeper to direct proceeds to the ADS 401(k) Plan's Qualified Default Alternative Investment (QDIA). ADS shall assume sole responsibility for ensuring that the ADS 401(k) Plan is maintained in compliance with applicable Laws with respect to holding Loyalty Ventures Common Stock and shares of ADS Common Stock. Shares of Loyalty Ventures Common Stock shall not be permitted to be distributed in-kind, in a lump sum or through periodic distributions of Loyalty Ventures Common Stock, and will only be permitted to be paid in cash; *provided* that direct rollovers will be permitted as allowed by the ADS 401(k) plan in the form of payment in cash.

Section 5.02. *ADS EDCP*. Effective as of the Distribution Date, each Loyalty Ventures Participant who participates in the ADS EDCP as of immediately prior to the Distribution Date will cease active participation in the ADS EDCP. For the avoidance of doubt, from and after the Distribution Date, each Loyalty Ventures Participant shall not actively participate in the ADS EDCP, but will continue to accrue additional interest for the duration of any waiting period prior to distribution of the applicable account balance. To the maximum extent permitted by Section 409A of the Code, a Loyalty Ventures Participant

shall be considered to have undergone a "separation from service" for purposes of Section 409A of the Code and the ADS EDCP in connection with the Distribution, and, following the Distribution Date, any amounts deferred pursuant to the ADS EDCP shall be treated as prescribed by the terms of the ADS EDCP, including with respect to a "separation from service".

Section 5.03. *Section 409A*. The parties shall cooperate in good faith so that the transactions contemplated by this Agreement and the Separation Agreement will not result in adverse tax consequences under Section 409A of the Code to any Loyalty Ventures Participant, in respect of their benefits under any Employee Plan.

ARTICLE 6
HEALTH AND WELFARE PLANS; PAID TIME OFF AND VACATION

Section 6.01. *Cessation of Participation in ADS H&W Plans; Participation in Loyalty Ventures H&W Plans*.

(a) Notwithstanding anything to the contrary in Section 4.01, Loyalty Ventures Participants in the United States shall continue to participate in ADS H&W Plans pursuant to the terms of a Transition Services Agreement and Loyalty Ventures Participants shall cease to participate in ADS H&W Plans following December 31, 2021 (the "**Transition Date**").

(b) Effective as of the Transition Date, Loyalty Ventures shall cause Loyalty Ventures Participants who participate in an ADS H&W Plan immediately prior to the Transition Date to be eligible to enroll in a corresponding Loyalty Ventures H&W Plan.

(c) Subject to the terms of the applicable Loyalty Ventures H&W Plan and applicable Law, Loyalty Ventures shall use its reasonable best efforts to waive all limitations as to preexisting conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to Loyalty Ventures Participants under any Loyalty Ventures H&W Plan in which any such Loyalty Ventures Participant may be eligible to participate on or after the Transition Date to the extent that such conditions, exclusions and waiting periods are not applicable to or had been previously satisfied by any such Loyalty Ventures Participant under the corresponding ADS H&W Plans.

Section 6.02. *Assumption of Health and Welfare Plan Liabilities*. Subject to Section 6.01, effective as of the Transition Date, all Liabilities relating to, arising out of, or resulting from health and welfare coverage or claims incurred on or after the Transition Date by each Loyalty Ventures Participant under the ADS H&W Plans shall be Liabilities of the ADS Group. Notwithstanding anything to the contrary contained herein, subject to Section 6.01, any and all costs, expenses or Liabilities relating to participation by Loyalty Ventures Participants in the ADS H&W Plans during the Delayed Transfer Period shall be

reimbursed by Loyalty Ventures to the ADS Group in accordance with the terms of the Transition Services Agreement and all costs, expenses or Liabilities relating to Loyalty Ventures Participants located primarily in the U.S. shall be retained by the ADS Group during the period covered by the Transition Services Agreement. For the avoidance of doubt, subject to Section 6.03, (a) all Liabilities arising under (i) any ADS H&W Plan with respect to Loyalty Ventures Participants or (ii) any Loyalty Ventures H&W Plan and (b) all Liabilities arising out of, relating to or resulting from the cessation of a Loyalty Ventures Participant's participation in any ADS H&W Plan and transfer to a Loyalty Ventures H&W Plan as set forth herein (including any Actions or claims by any Loyalty Ventures Participants related thereto) shall, in each case, be Loyalty Ventures Assumed Employee Liabilities.

Section 6.03. *Flexible Spending Account Plan Treatment*. Each Loyalty Ventures Participant shall continue to participate in the ADS FSA in accordance with its existing terms as contemplated by the Transition Services Agreement through December 31, 2021 (the grace period permitted by plan design shall end on March 31, 2022 for service dates through December 31, 2021). The Loyalty Ventures Participants shall continue to make contributions during 2021 in accordance with their elections as of the Distribution Date and shall otherwise participate on the same terms and conditions as of prior to the Distribution Date. Effective as of January 1, 2022, Loyalty Ventures intends to establish a flexible spending account plan for health and dependent care expenses ("**Loyalty Ventures FSA**").

Section 6.04. *Workers' Compensation Liabilities*. Unless as otherwise expressly provided in the Separation Agreement, effective as of the Distribution Date, all workers' compensation Liabilities relating to, arising out of, or resulting from any claim by any Loyalty Ventures Participant that result from an accident or from an occupational disease, regardless of whether incurred before, on or after the Distribution Date, shall be assumed by Loyalty Ventures and shall constitute Loyalty Ventures Assumed Employee Liabilities. The parties shall cooperate with respect to any notification to appropriate governmental agencies of the disposition and the issuance of new, or the transfer of existing, workers' compensation insurance policies and contracts governing the handling of claims.

Section 6.05. *Vacation and Paid Time Off*. Effective as of the Distribution Date, the applicable Loyalty Ventures Group member shall recognize and assume all Liabilities with respect to vacation, holiday, sick leave, paid time off, floating holidays, personal days and other paid time off with respect to Loyalty Ventures Participants accrued on or prior to the Distribution Date, and Loyalty Ventures shall credit each such Loyalty Ventures Participant with such accrual; *provided*, that if any such vacation or paid time off is required under applicable Law to be paid out to the applicable Loyalty Ventures Participant in connection with the Distribution, such payment will be made by Loyalty Ventures as of the Distribution Date, and Loyalty Ventures will credit such Loyalty Ventures Participant with unpaid vacation time or paid time off in respect thereof; it being understood that any amount of vacation or paid time off required to be

paid out in connection with the Distribution shall constitute Loyalty Ventures Assumed Employee Liabilities.

Section 6.06. *COBRA and HIPAA.*

(a) The ADS Group shall administer the ADS Group's compliance with the health care continuation coverage requirements of COBRA, the certificate of creditable coverage requirements of HIPAA and the corresponding provisions of the ADS H&W Plans with respect to Loyalty Ventures Participants who incur a COBRA "qualifying event" occurring on or before the Transition Date; *provided* that, for the avoidance of doubt, any Liabilities related thereto shall constitute Loyalty Ventures Assumed Employee Liabilities.

(b) Loyalty Ventures shall be solely responsible for all Liabilities incurred pursuant to COBRA and for administering, at Loyalty Ventures' expense, compliance with the health care continuation coverage requirements of COBRA, the certificate of creditable coverage requirements of HIPAA, and the corresponding provisions of the Loyalty Ventures H&W Plans with respect to Loyalty Ventures Participants who incur a COBRA "qualifying event" that occurs at any time after the Transition Date.

(c) The parties agree that neither the Distribution nor any assignment or transfer of the employment or services of any employee or individual independent contractor as contemplated under this Agreement shall constitute a COBRA "qualifying event" for any purpose of COBRA.

ARTICLE 7
INCENTIVE COMPENSATION

Section 7.01. *Incentive Compensation*. Each Loyalty Ventures Participant participating in any ADS Plan that is a cash bonus or cash incentive plan (each, an "**ADS Bonus Plan**") as of immediately prior to the Distribution Date shall, as of the Distribution Date, transfer to a Loyalty Ventures Plan that is a cash bonus or cash incentive plan (each, a "**Loyalty Ventures Bonus Plan**") relating to the Loyalty Ventures 2021 fiscal year (the "**2021 Loyalty Ventures Cash Bonuses**"), but shall be credited with service for any time the Loyalty Ventures Participant provided services to ADS or the ADS Group between January 1, 2021 and the Distribution Date. Any 2021 Loyalty Ventures Cash Bonuses that are earned and payable to Loyalty Ventures Participants under such Loyalty Ventures Bonus Plans will be paid by Loyalty Ventures in accordance with the terms of the applicable Loyalty Ventures Bonus Plan (including terms relating to the timing of payment); *provided* that at or following the Distribution Date, ADS shall determine the amount that would be payable to Loyalty Ventures Participants pursuant to the terms of an ADS Bonus Plan for the period beginning on January 1, 2021 and ending on the Distribution Date and, within thirty (30) days following the Distribution Date, will pay such amount to Loyalty Ventures (the "**Estimated Prorated Bonus Amount**"). To the extent that following the

end of the Loyalty Ventures 2021 fiscal year it is determined that the amount of the 2021 Loyalty Ventures Cash Bonuses attributable to the period prior to the Distribution Date is (i) greater than the Estimated Prorated Bonus Amount, ADS shall reimburse Loyalty Ventures for any such excess amount and (ii) less than the Estimated Prorated Bonus Amount, Loyalty Ventures shall reimburse ADS for any such amount.

ARTICLE 8
TREATMENT OF OUTSTANDING EQUITY AWARDS

Section 8.01. *RSUs*.

(a) Loyalty Ventures Participants.

(i) ADS RSUs Granted More Than a Year Prior. Effective as of three (3) Business Days prior to the Record Date, each ADS RSU that
(i) is outstanding as of three (3) Business Days prior to the Record Date,
(ii) was granted more than one year prior to such date and (iii) held by a Loyalty Ventures Participant shall immediately vest and be settled in shares of ADS Common Stock to be credited to such Loyalty Ventures Participant's account prior to the Record Date.

(ii) ADS RSUs Granted Less Than a Year Prior. Effective as of the Distribution Date, each ADS RSU (other than the Special Achievement RSUs or Special LTIP RSUs (each as defined below)) that (i) is outstanding immediately prior to the Distribution Date, (ii) was granted less than one year prior to such date and (iii) held by a Loyalty Ventures Participant, shall be forfeited and, as soon as reasonably practicable following the Distribution Date, shall be replaced with (A) a new award (the "**Loyalty Ventures RSU Replacement Award**") with a grant date fair value (as determined by the Loyalty Ventures Compensation Committee) equal to 75% of the value of the ADS RSU, with (x) one half of such Loyalty Ventures RSU Replacement Award to be granted as a restricted stock unit award with respect to Loyalty Ventures Common Stock (the "**Loyalty Ventures RSU**") that has a grant date fair value (as determined by the Loyalty Ventures Compensation Committee) equal to 50% of the value of the Loyalty Ventures RSU Replacement Award, with the number of shares of Loyalty Ventures Common Stock relating to such Loyalty Ventures RSU to be determined by the Loyalty Ventures Compensation Committee, taking the ADS Pre-Distribution Stock Value multiplied by the number of ADS RSUs and divided by the Loyalty Ventures Stock Value, with any fractional shares rounded up to the nearest whole number of shares and (y) a long-term cash incentive award equal to 50% of the value of the Loyalty Ventures RSU Replacement Award to be determined by the Loyalty Ventures Compensation Committee, taking the ADS Pre-Distribution Stock Value multiplied by the number of ADS RSUs and (B) a cash payment equal to

25% of the aggregate value of such ADS RSUs valued at the ADS Pre-Distribution Stock Value. The Loyalty Ventures RSU Replacement Awards shall be subject to the same terms and conditions (including vesting and payment schedules) as applicable to the corresponding ADS RSUs as of immediately prior to the Distribution Date and the cash payment pursuant to clause (B) above shall be paid by the ADS Group, subject to any applicable withholding, as soon as practicable following the Distribution Date by the ADS Group, and in no event more than thirty (30) days following the Distribution Date.

(b) ADS Participants. Effective as of the Distribution Date, each ADS RSU that is outstanding immediately prior to the Distribution Date and held by an ADS Participant shall be adjusted to reflect the Distribution and become an Adjusted ADS RSU. The number of shares of ADS Common Stock subject to such Adjusted ADS RSU shall be determined by the ADS Compensation Committee in a manner intended to preserve the value of such ADS RSU by multiplying the aggregate number of ADS RSUs in each grant by the ADS Pre-Distribution Stock Value divided by the ADS Post-Distribution Stock Value, with any fractional shares rounded up to the nearest whole number of shares and provided that in no case will such ADS RSUs result in a reduction of such ADS RSUs. Each such Adjusted ADS RSU shall be subject to the same terms and conditions (including vesting and payment schedules) as applicable to the corresponding ADS RSU as of immediately prior to the Distribution Date.

Section 8.02. *PSUs*.

(a) Loyalty Ventures Participants. Effective as of the Distribution Date, each ADS PSU that is (i) outstanding immediately prior to the Distribution Date and (ii) held by a Loyalty Ventures Participant, shall be forfeited and, as soon as practicable following the Distribution Date, replaced with (A) a new award (the "**Loyalty Ventures PSU Replacement Award**") with a grant date fair value (as determined by the Loyalty Ventures Compensation Committee) equal to 75% of the value of the ADS PSU based on the performance-based vesting conditions with respect to each such ADS PSU being deemed to have been achieved at target performance level, with (x) one half of such Loyalty Ventures PSU Replacement Award to be granted as a Loyalty Ventures RSU that has a grant date fair value (as determined by the Loyalty Ventures Compensation Committee) equal to 50% of the value of the Loyalty Ventures PSU Replacement Award, with the number of shares of Loyalty Ventures Common Stock relating to such Loyalty Ventures RSU to be determined by the Loyalty Ventures Compensation Committee, multiplying the ADS Pre-Distribution Stock Value by the number of ADS PSUs and divided by the Loyalty Ventures Stock Value, with any fractional shares rounded up to the nearest whole number of shares and (y) a long-term cash incentive award equal to 50% of the value of the Loyalty Ventures PSU Replacement Award to be determined by the Loyalty Ventures Compensation Committee, multiplying the ADS Pre-Distribution Stock Value by the number of ADS PSUs and (B) a cash payment equal to 25% of the aggregate value of such

ADS PSUs valued at the ADS Pre-Distribution Stock Value; in the case of each ADS PSU, as of the Distribution Date the performance-based vesting conditions with respect to each such ADS PSU will be deemed to have been achieved at target performance level by the ADS Group. The Loyalty Ventures PSU Replacement Awards shall be subject to the same terms and conditions (including time vesting and payment schedules after taking into account deemed target performance) as applicable to the corresponding ADS PSU as of immediately prior to the Distribution Date and the cash payment pursuant to clause (B) above shall be paid by the ADS Group, subject to any applicable withholding, as soon as practicable following the Distribution Date, and in no event more than thirty (30) days following the Distribution Date.

(b) ADS Participants. Effective as of the Distribution Date, each ADS PSU that is outstanding immediately prior to the Distribution Date and held by an ADS Participant shall be adjusted to reflect the Distribution and become an Adjusted ADS PSU. The number of shares of ADS Common Stock subject to such Adjusted ADS PSU shall be determined by the ADS Compensation Committee in a manner intended to preserve the value of such ADS PSU by multiplying the aggregate number of ADS PSUs in each grant by the ADS Pre-Distribution Stock Value divided by the ADS Post-Distribution Stock Value, with any fractional shares rounded up to the nearest whole number of shares. Each such Adjusted ADS PSU shall be subject to the same terms and conditions (including performance-based metrics, vesting and payment schedules) as applicable to the corresponding ADS PSU immediately prior to the Distribution Date, *provided* that, the performance-based metrics underlying each such Adjusted ADS PSU may be adjusted, as determined by the ADS Compensation Committee in its sole discretion, to reflect the Distribution.

Section 8.03. *Special LTIP RSU*. Effective as of the Distribution Date, each ADS RSU that (i) is outstanding immediately prior to the Distribution Date, (ii) was granted less than one year prior to such date and (iii) held by a Loyalty Ventures Participant located in each jurisdiction set forth on Schedule 8.03 (each, a "**Special LTIP RSU**"), shall be forfeited and, as soon as practicable following the Distribution Date, replaced with (A) a long-term cash incentive award equal to 75% of the value of the Special LTIP RSU to be determined by the Loyalty Ventures Compensation Committee, multiplying the ADS Pre-Distribution Stock Value by the number of Special LTIP RSUs, that is subject to the same vesting and payment schedules as applicable to the corresponding Special LTIP RSU as of immediately prior to the Distribution Date and (B) a cash payment equal to 25% of the aggregate value of such Special LTIP RSUs valued at the ADS Pre-Distribution Stock Value that is paid by the ADS Group, subject to any applicable withholding, as soon as practicable following the Distribution Date and in no event more than thirty (30) days following the Distribution Date.

Section 8.04. *Special Achievement RSUs*. Effective as of the Distribution Date, each ADS RSU identified as a Special Achievement RSU shall be forfeited in exchange for the right to receive an amount in cash equal to the value of the

Special Achievement RSU (as determined by the ADS Compensation Committee), multiplying the ADS Pre-Distribution Stock Value by the number of Special Achievement RSUs, with such cash payment to be made by the ADS Group, subject to any applicable withholding as soon as practicable following the Distribution Date, and in no event more than thirty (30) days following the Distribution Date.

Section 8.05. *Miscellaneous Terms and Actions; Tax Reporting and Withholding*.

(a) Effective as of the Distribution Date, Loyalty Ventures shall adopt an equity incentive compensation plan for the benefit of eligible participants (the "**Loyalty Ventures Equity Plan**"). Prior to the Distribution Date, each of ADS and Loyalty Ventures shall take any actions necessary to give effect to the transactions contemplated by this Article 8, including, in the case of Loyalty Ventures, the reservation and application for listing of shares of Loyalty Ventures Common Stock as is necessary to effectuate the transactions contemplated by this Article 8. From and after the Distribution Date, (i) Loyalty Ventures shall retain the Loyalty Ventures Equity Plan, and all Liabilities thereunder shall constitute Loyalty Ventures Assumed Employee Liabilities, and (ii) ADS shall retain the ADS Equity Plan, and all Liabilities thereunder shall constitute ADS Retained Employee Liabilities. From and after the Distribution Date, all Adjusted ADS Awards, regardless of by whom held, shall be granted under and subject to the terms of the ADS Equity Plan and shall be settled by ADS, and all Loyalty Ventures Awards, regardless of by whom held, shall be granted under and subject to the terms of the Loyalty Ventures Equity Plan and shall be settled by Loyalty Ventures.

(b) Unless otherwise required by applicable Law, (i) the applicable member of the Loyalty Ventures Group shall be responsible for all applicable income, payroll, employment and other similar tax withholding, remittance and reporting obligations in respect of Loyalty Ventures Participants relating to any Loyalty Ventures Awards and (ii) the applicable member of the ADS Group shall be responsible for all applicable income, payroll, employment and other similar tax withholding, remittance and reporting obligations in respect of ADS Participants relating to any Adjusted ADS Awards and any ADS RSUs in accordance with Section 8.01(a). For the avoidance of doubt, the Distribution shall not, in and of itself, be treated as a Change in Control (as defined in the ADS Equity Plan or the Loyalty Ventures Equity Plan, as applicable).

(c) Loyalty Ventures shall prepare and file with the SEC a registration statement on an appropriate form with respect to the shares of Loyalty Ventures Common Stock subject to the Loyalty Ventures Awards pursuant to this Article 8 and shall use its reasonable best efforts to have such registration statement declared effective as soon as practicable following the Distribution Date and to maintain the effectiveness of such registration statement covering such Loyalty

Ventures Awards (and to maintain the current status of the prospectus contained therein) for so long as any Loyalty Ventures Awards remain outstanding.

(d) Prior to the Distribution Date, each party shall take all such steps as may be required to cause any dispositions of ADS Common Stock (including Adjusted ADS Awards or any other derivative securities with respect to ADS Common Stock) or acquisitions of Loyalty Ventures Common Stock (including Loyalty Ventures Awards or any other derivative securities with respect to Loyalty Ventures Common Stock) resulting from the Distribution or the transactions contemplated by this Agreement or the Separation Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to ADS or who are or will become subject to such reporting requirements with respect to Loyalty Ventures to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 8.06. *Employee Stock Purchase Plan.* Effective as of the Distribution Date (or, if applicable, the Delayed Transfer Date), each Loyalty Ventures Participant shall cease participation in the ADS ESPP.

ARTICLE 9
PERSONNEL RECORDS; PAYROLL AND TAX WITHHOLDING

Section 9.01. *Personnel Records*. To the extent permitted by applicable Law, each of the Loyalty Ventures Group and the ADS Group shall be permitted by the other to access and retain copies of such records, data and other personnel-related information in any form ("**Personnel Records**") as may be necessary or appropriate to carry out their respective obligations under applicable Law, the Separation Agreement or any of the Ancillary Agreements, and for the purposes of administering their respective employee benefit plans and policies. All Personnel Records shall be accessed, retained, held, used, copied and transmitted in accordance with all applicable Laws, policies and agreements between the parties hereto.

Section 9.02. *Payroll; Tax Reporting and Withholding*.

(a) Subject to the obligations of the parties as set forth in the Transition Services Agreement, effective as of no later than the Distribution Date, (i) the members of the Loyalty Ventures Group shall be solely responsible for providing payroll services (including for any payroll period already in progress) to the Loyalty Ventures Employees and for any Liabilities with respect to garnishments of the salary and wages thereof and (ii) the members of the ADS Group shall be solely responsible for providing payroll services (including for any payroll period already in progress) to the ADS Employees and for any Liabilities with respect to garnishments of the salary and wages thereof.

(b) To the extent consistent with the terms of the Tax Matters Agreement, the party that is responsible for making a payment hereunder shall be

responsible for (i) making the appropriate withholdings, if any, attributable to such payments and (ii) preparing and filing all related required forms and returns with the appropriate Governmental Authority.

ARTICLE 10
NON-U.S. EMPLOYEES AND EMPLOYEE PLANS

Section 10.01. *Special Provisions for Employees and Employee Plans Outside of the United States*.

(a) From and after the date hereof, to the extent not addressed in this Agreement, the parties shall reasonably cooperate in good faith to effect the provisions of this Agreement with respect to employees and employee-, compensation- and benefits-related matters outside of the United States (including Employee Plans covering non-U.S. ADS Participants and Non-U.S. Loyalty Ventures Participants), which in all cases shall be consistent with the general approach and philosophy regarding the allocation of assets and Liabilities (as expressly set forth in the recitals to this Agreement).

(b) Without limiting the generality of Section 3.03(a), to the extent required by applicable Law, Loyalty Ventures or a member of the Loyalty Ventures Group, as applicable, shall become a party to the applicable collective bargaining, works council, or similar arrangements with respect to Loyalty Ventures Employees or Loyalty Ventures Contractors located outside of the United States and shall comply with all obligations thereunder from and after the Distribution Date.

ARTICLE 11
GENERAL AND ADMINISTRATIVE

Section 11.01. *Sharing of Participant Information*. To the maximum extent permitted under applicable Law, ADS and Loyalty Ventures shall share, and shall cause each member of its respective Group to reasonably cooperate with the other party hereto to (i) share, with each other and their respective agents and vendors all participant information reasonably necessary for the efficient and accurate administration of each of the ADS Plans and the Loyalty Ventures Plans, (ii) provide prompt written notification regarding the termination of employment or service of any Loyalty Ventures Participant or ADS Participant to the extent relevant to the administration of an ADS Plan or Loyalty Ventures Plan, but in no event later than 30 days following such termination of employment or service, (iii) facilitate the transactions and activities contemplated by this Agreement and (iv) resolve any and all employment-related claims regarding Loyalty Ventures Participants. Loyalty Ventures and its respective authorized agents shall, subject to applicable Laws, be given reasonable and timely access to, and may make copies of, all information relating to the subjects of this Agreement in the custody of the ADS Group, to the extent reasonably necessary for such administration. ADS Group members shall be entitled to retain copies of all Loyalty Ventures

Books and Records relating to the subjects of this Agreement in the custody of the ADS Group, subject to the terms of the Separation Agreement and applicable Law.

Section 11.02. *Cooperation.* Following the date of this Agreement, the parties shall, and shall cause their respective Subsidiaries to, cooperate in good faith with respect to any employee compensation or benefits matters that either party reasonably determines require the cooperation of the other party in order to accomplish the objectives of this Agreement (including, without limitation, relating to any audits by any Governmental Authorities).

Section 11.03. *Vendor Contracts*. Prior to the Distribution Date, ADS and Loyalty Ventures will cooperate in good faith and use reasonable best efforts to (a) negotiate with the current third-party providers to separate and assign to the Loyalty Ventures Group or Loyalty Ventures Plan or the ADS Group or ADS Plan, as applicable, the applicable rights and obligations under each group insurance policy, health maintenance organization, administrative services contract, third-party administrator agreement, letter of understanding or arrangement that pertains to one or more ADS Plans or Loyalty Ventures Plans, respectively (each, a "**Vendor Contract**"), to the extent that such rights or obligations pertain to Loyalty Ventures Participants or ADS Participants, respectively, or, in the alternative, to negotiate with the current third-party providers to provide substantially similar services to a Loyalty Ventures Plan or ADS Plan, respectively, on substantially similar terms under separate contracts with a member of the Loyalty Ventures Group or the Loyalty Ventures Plans or ADS Group or the ADS Plans, respectively, as applicable and (b) to the extent permitted by the applicable third-party provider, obtain and maintain pricing discounts or other preferential terms under the applicable Vendor Contracts.

Section 11.04. *Data Privacy*. Notwithstanding anything to the contrary herein, the Parties agree that any applicable data privacy laws and any other obligations of the ADS Group and the Loyalty Ventures Group to maintain the confidentiality of any employee information held by any member of the ADS Group or the Loyalty Ventures Group, as applicable, or any information held in connection with any Employee Plans in accordance with applicable Law will govern the disclosure of employee information between the Parties under this Agreement. Each of ADS and Loyalty Ventures will ensure that it has in place appropriate technical and organizational security measures to protect the personal data of the ADS Participants and Loyalty Ventures Participants, respectively.

Section 11.05. *Notices of Certain Events*. Each of Loyalty Ventures and ADS shall promptly notify and provide copies to the other of: (a) written notice from any Person alleging that the approval or consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (b) any written notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement or the Separation Agreement; and (c) any actions, suits, claims, investigations or

proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting the Loyalty Ventures Group or the ADS Group, as the case may be, that relate to the consummation of the transactions contemplated by this Agreement or the Separation Agreement; *provided* that the delivery of any notice pursuant to this Section 11.05 shall not affect the remedies available hereunder to the party receiving such notice.

Section 11.06. *No Third Party Beneficiaries*. Notwithstanding anything to the contrary herein, nothing in this Agreement shall: (a) create any obligation on the part of any member of the Loyalty Ventures Group or any member of the ADS Group to retain the employment or services of any current or former employee, director, independent contractor or other service provider; (b) be construed to create any right, or accelerate entitlement, to any compensation or benefit whatsoever on the part of any future, present, or former employee or service provider of any member of the ADS Group or the Loyalty Ventures Group (or any beneficiary or dependent thereof) under this Agreement, the Separation Agreement, any ADS Plan or Loyalty Ventures Plan or otherwise; (c) preclude Loyalty Ventures or any Loyalty Ventures Group member (or, in each case, any successor thereto), at any time after the Distribution Date, from amending, merging, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any Loyalty Ventures Plan, any benefit under any Loyalty Ventures Plan or any trust, insurance policy, or funding vehicle related to any Loyalty Ventures Plan (in each case in accordance with the terms of the applicable arrangement); (d) other than as required to comply with the terms of the Transition Services Agreement, preclude ADS or any ADS Group member (or, in each case, any successor thereto), at any time after the Distribution Date, from amending, merging, modifying, terminating, eliminating, reducing, or otherwise altering in any respect any ADS Plan, any benefit under any ADS Plan or any trust, insurance policy, or funding vehicle related to any ADS Plan (in each case in accordance with the terms of the applicable arrangement); or (e) confer any rights or remedies (including any third-party beneficiary rights) on any current or former employee or service provider of any member of the ADS Group or the Loyalty Ventures Group or any beneficiary or dependent thereof or any other Person.

Section 11.07. *Fiduciary Matters*. ADS and Loyalty Ventures each acknowledge that actions required to be taken pursuant to this Agreement may be subject to fiduciary duties or standards of conduct under ERISA or other applicable Law, and no party shall be deemed to be in violation of this Agreement if it fails to comply with any provisions hereof based upon its good faith determination (as supported by advice from counsel experienced in such matters) that to do so would violate such a fiduciary duty or standard. Each party shall be responsible for taking such actions as are deemed necessary and appropriate to comply with its own fiduciary responsibilities and shall fully release and indemnify the other party for any Liabilities caused by the failure to satisfy any such responsibility.

Section 11.08. *Consent of Third Parties*. If any provision of this Agreement is dependent on the consent of any third party (such as a vendor or Governmental Authority), the parties shall cooperate in good faith and use reasonable best efforts to obtain such consent, and if such consent is not obtained, to implement the applicable provisions of this Agreement to the full extent practicable. If any provision of this Agreement cannot be implemented due to the failure of such third party to consent, the parties shall negotiate in good faith to implement the provision in a mutually satisfactory manner. A party's obligation to use its "reasonable best efforts" shall not require such party to take any action to the extent it would reasonably be expected to (i) jeopardize, or result in the loss or waiver of, any attorney-client or other legal privilege, (ii) contravene any applicable Law or fiduciary duty, (iii) result in the loss of protection of any Intellectual Property or other proprietary information or (iv) incur any non-routine or unreasonable cost or expense.

Section 11.09. *Sponsored Employees*. The parties shall, and shall cause their respective Group members to, cooperate in good faith with each other and the applicable Governmental Authorities with respect to the process of obtaining work authorization for each Sponsored Employee to work with Loyalty Ventures or a Loyalty Ventures Group member, including but not limited to, petitioning the applicable Governmental Authorities for the transfer of each Sponsored Employee's (as well as any spouse or dependent thereof, as applicable) visa or work permit, or the grant of a new visa or work permit, to any Loyalty Ventures Group member. Any costs or expenses incurred with the foregoing shall constitute Loyalty Ventures Assumed Employee Liabilities. In the event that it is not legally permissible for a Sponsored Employee to continue work with the Loyalty Ventures Group from and after the Distribution Date, the parties shall reasonably cooperate to provide for the services of such Sponsored Employee to be made available exclusively to the Loyalty Ventures Group under an employee secondment or similar arrangement, which any costs incurred by the ADS Group (including those relating to compensation and benefits in respect of such Sponsored Employee) shall constitute Loyalty Ventures Assumed Employee Liabilities.

ARTICLE 12
NON-SOLICIT AND NO-HIRE

Section 12.01. *No-Hire/Non-Solicitation of Employees*.

(a) During the applicable Restricted Period, Loyalty Ventures shall not, and shall cause each member of the Loyalty Ventures Group not to, (i) solicit or induce, or attempt to solicit or induce, any ADS Employee to terminate his or her employment or service relationship with any member of the ADS Group or (ii) hire any ADS Employee who is or was employed by any member of the ADS Group at any time prior to the expiration of the applicable Restricted Period (other than, for the avoidance of doubt, a Loyalty Ventures Employee); *provided* that (A) the restrictions set forth in clause (i) of this Section 12.01(a) shall not prohibit

any member of the Loyalty Ventures Group from placing public advertisements or conducting any other form of general solicitation that is not specifically targeted toward an ADS Employee (*provided* that nothing in this proviso shall permit the hiring of an ADS Employee who responds to any such public advertisement or general solicitation which would otherwise be restricted by clause (ii) of this Section 12.01(a), (B) the restrictions in clause (ii) of this Section 12.01(a) shall not apply to hiring (1) any ADS Employee who has ceased employment with the ADS Group for a period of at least (x) six months, in the case of such employees who are at the level of Senior Vice President or above, and (y) three months, in the case of such employees who are at the level of Vice President or (2) any ADS Employee whose employment was involuntarily terminated by a member of the ADS Group.

(b) During the applicable Restricted Period, ADS shall not, and shall cause each member of the ADS Group not to, (i) solicit or induce, or attempt to solicit or induce, any Loyalty Ventures Employee to terminate his or her employment or service relationship with any member of the Loyalty Ventures Group or (ii) hire any Loyalty Ventures Employee who is or was employed by any member of the Loyalty Ventures Group at any time prior to the expiration of the applicable Restricted Period (other than, for the avoidance of doubt, any ADS Employee); *provided* that (A) the restrictions set forth in clause (i) of this Section 12.01(b) shall not prohibit any member of the ADS Group from placing public advertisements or conducting any other form of general solicitation that is not specifically targeted toward a Loyalty Ventures Employee (*provided* that nothing in this proviso shall permit the hiring of a Loyalty Ventures Employee who responds to any such public advertisement or general solicitation which would otherwise be restricted by clause (ii) of this Section 12.01(b), (B) the restrictions in clause (ii) of this Section 12.01(b) shall not apply to hiring (1) any Loyalty Ventures Employee who has ceased employment with the Loyalty Ventures Group for a period of at least (x) six months, in the case of such employees who are at the level of Senior Vice President or above, and (y) three months, in the case of such employees who are at the level of Vice President or (2) Loyalty Ventures Employee whose employment was involuntarily terminated by a member of the Loyalty Ventures Group.

(c) The Parties acknowledge and agree that one or more exceptions may be made to the provisions of this Article 12 at the sole discretion, and with the written consent of, the General Counsel of ADS and Loyalty Ventures, as applicable. Any exception made shall not be used as a precedent to compel or allow any further exception(s).

ARTICLE 13
MISCELLANEOUS

Section 13.01. *General*. The provisions of Article 6 of the Separation Agreement (other than Section 6.06 as it relates to Third-Party Beneficiaries of the Separation Agreement) are hereby incorporated by reference into and deemed part of this Agreement and shall apply, *mutatis mutandis*, as if fully set forth in this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ALLIANCE DATA SYSTEMS CORPORATION

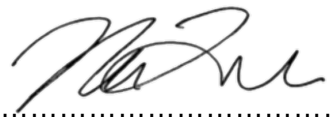
By: /s/ Ralph J. Andretta
Name: Ralph J. Andretta
Title: President and Chief Executive Officer

LOYALTY VENTURES INC.

By: /s/ Charles L. Horn
Name: Charles L. Horn
Title: President and Chief Executive Officer

[Signature Page to Employee Matters Agreement]

This is **Exhibit "G"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario



……..
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

LOYALTY MANAGEMENT GROUP CANADA INC.

- and -

ROYAL TRUST CORPORATION OF CANADA

AMENDED AND RESTATED REDEMPTION RESERVE AGREEMENT

DATED AS OF Dec 31, 200/

AMENDED AND RESTATED REDEMPTION RESERVE AGREEMENT

This Agreement is made as of Dec 31, 2001 between Loyalty Management Group Canada Inc. ("LM") and Royal Trust Corporation of Canada (the "Trustee").

RECITALS

A. LM has established a customer loyalty program in Canada called the AIR MILES™ program (the "Program").

B. As part of the Program, LM licenses Sponsors to issue AM to Collectors, and licenses Collectors to collect and redeem AM for airline tickets and other Awards provided by airlines, hotels and other providers of products and services (the "Suppliers").

C. By a redemption reserve agreement dated December 1, 1992 between LM and Sun Life Trust Company (as amended, including by agreement dated December 20, 1996, the "Original RRA"), and by the Security Agreement (as defined therein) (as amended, the "Original Security Agreement"), LM created a fund of investments which were secured in favour of Sun Life Trust Company (and thereafter, Royal Trust Corporation of Canada as successor trustee) for the benefit of Collectors for the purposes described therein.

D. LM now wishes to make further amendments to the Original RRA and the Original Security Agreement in accordance with the terms thereof, and accordingly has entered into this Agreement in order to amend and restate the Original RRA in its entirety.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.01 Definitions. In this Agreement, the following terms shall have the meanings set forth below unless the context otherwise requires:

"**Affiliate**" has the meaning set out in the *Canada Business Corporations Act*.

"**Agreement**" means this Agreement including the Schedules hereto, as the same may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

"**AM**" means AIR MILES reward miles issued pursuant to the Program.

"**Awards**" means the products and services for which AM may be redeemed in accordance with the Terms and Conditions.

"**Business Day**" means any day except any Saturday, Sunday or day on which banks are not open for business in the City of Toronto.

"**Canadian Dollars**" means the lawful currency of Canada.

"**Collector**" means, at any time, a Person registered with LM at such time as a collector of AM.

"**Collectors' Resolution**" means a resolution of the Collectors which has been approved in accordance with Section 8.06, 8.07 or 8.14.

"**Corporate Certificate**" means a certificate of LM signed by any officer or director of LM.

"**Custodian**" means the Trustee or any custodian appointed by the Trustee from time to time, at the direction of LM, for the purpose of holding all or any portion of the Reserve Fund, and initially will be Royal Trust Corporation of Canada.

"**Determination Date**" means, in respect of any meeting of Collectors, the date specified as the Determination Date for such meeting in the notice sent to Collectors for the purpose of convening such meeting.

"**Disbursement Agent**" has the meaning set out in Section 4.03(1).

"**Eligible Institution**" means any:

(a) Canadian bank to which the Bank Act (Canada) applies;

(b) Canadian trust or loan company rated R-1 (low, middle or high) by Dominion Bond Rating Service;

(c) United States bank or trust company rated AAA, AA+ or AA by Standard & Poor's Corporation;

(d) other bank (being a bank other than a Canadian or United States bank) or financial institution rated AAA, AA+ or AA by Standard & Poor's Corporation; and

(e) bank or other financial institution not rated by either of Dominion Bond Rating Service or Standard & Poor's Corporation but rated A or B by IBCA Banking Analysis Limited.

"**Event of Termination**" has the meaning set out in Section 4.01.

"**Immediately Redeemable AM**" means, as at any particular time, AM which, as at such time, have been issued, have not been redeemed and are recorded in LM's records as being then immediately redeemable (without being required to be first transferred from an account maintained by a Sponsor or other third party).

"**Investment Advisor**" has the meaning set out in Section 2.02, and includes any replacement Investment Advisor appointed pursuant to such Section.

"**Investment Policies**" means the investment objectives, policies and restrictions established from time to time by LM in consultation with the Investment Advisor for investment of the Reserve Fund.

"**Majority of the Sponsors**" means, at any time, a majority of the five largest Sponsors at that time; and, for such purpose, the five largest Sponsors at any time shall be determined by reference to the number of AM recorded in LM's records, as at a date selected by LM which date shall not be earlier than 30 days prior to such time, as having been issued by each Sponsor during the six-month period immediately prior to and ending on such date and if Bank of Montreal is a Sponsor at the time of determination, it shall be deemed to form one of such five.

"**Material Amendment**" means any amendment or supplement of or to this Agreement or the Security Agreement which amends any of Sections 2.01(1), 2.01(2), 2.03, 6.01 or 7.01, Article 8, this definition of "Material Amendment" or Section 2.01 of the Security Agreement, in each case in a manner which in the opinion of LM, acting reasonably, has a material and adverse effect on the rights of Collectors in connection with the Reserve Fund.

"**Obligations**" means, at any time, all actual or contingent obligations of LM to Collectors at such time under the Terms and Conditions to provide Awards in redemption of Immediately Redeemable AM as at such time.

"**Permitted Investments**" means, at any time, any investments permitted or otherwise contemplated at such time by the Investment Policies, but in any event shall include, without limitation, the following:

(a) negotiable or transferable money market instruments, in bearer form, or in registered form and registered in the name of the Trustee:

(i) denominated in Canadian Dollars or U.S. Dollars and of or issued by an Eligible Institution and representing a deposit obligation of such Eligible Institution, including, without limitation, an unconditional undertaking of the issuer Eligible Institution to make delivery of such instrument not later than the next day in which banks are open for business in any of Toronto, Ontario and New York, New York;

(ii) denominated in Canadian Dollars or U.S. Dollars and issued by or unconditionally guaranteed as to both principal and interest by, an Eligible Institution or any of the following governments or corporations:

(A) the government of Canada or of any province thereof;

(B) the government of the United States of America or of any state thereof;

(C) the federal government of Japan or Germany; or

(D) corporations rated R-1 (low, middle or high) by Dominion Bond Rating Service or rated AAA, AA+ or AA by Standard & Poor's Corporation; or

(iii) denominated in Canadian Dollars and being a "bankers acceptance" accepted by any Eligible Institution;

(b) instruments in registered form registered in the name of the Trustee and representing deposit obligations denominated in Canadian Dollars or U.S. Dollars of an Eligible Institution (including, without limitation, certificates of deposit, guaranteed investment certificates, deposit receipts or evidences of demand deposits);

(c) letters of credit, guarantees or similar obligations of any Eligible Institution; and

(d) the benefit of any security interest in favour of LM in any monies and/or in any Permitted Investments.

"**Person**" includes an individual, a corporation, a partnership, a trustee, the government of a country or any political subdivision thereof, any agency of any such government or any unincorporated organization, and words importing persons have a similar meaning.

"**Program**" has the meaning set out in Recital A.

"**Redemption Costs**" includes any amounts paid or payable by LM in connection with any of the following:

(a) obligations to Suppliers in connection with any Award, and all other amounts paid or payable in connection with obtaining or arranging for the supply of any Award, including, without limitation, amounts paid or payable to the Supplier of such Award and all sales, transfer, use, goods and service, departure, hotel, airport (or other facility), customs inspection, immigration and any other tax, charge or fee, whether similar or dissimilar, paid or payable in connection with any such payment or any Award;

(b) the fees and expenses of the Trustee, any Custodian, any Investment Advisor and any Disbursement Agent (including without limitation the fees of their agents and counsel) for their services hereunder or in connection herewith; and

(c) expenses of administration chargeable in accordance with generally accepted accounting principles to Redemption Costs, including without limitation legal expenses and fees, costs of audits, and all expenses incidental to the

redemption of AM and the administration, investment, reinvestment and distribution of the Reserve Fund (including, without limitation, commissions).

"**Required Reserve Amount**" means, as at any time, an amount equal to the amount which should be deferred from revenue by LM for the provision of Awards to Collectors, taking into account the time value of money, as such amount is determined by LM acting reasonably and taking into account its actual and reasonably expected redemption experience.

"**Reserve Deficiency**" has the meaning set out in Section 2.01(1).

"**Reserve Excess**" means, as at any time, the amount, if any, by which the Value of the Reserve Fund as at such time exceeds the Required Reserve Amount as at such time.

"**Reserve Fund**" has the meaning set out in Section 1.01 of the Security Agreement; and any reference herein to the "Reserve Fund" shall, unless the context otherwise requires, be deemed to include a reference to any part thereof.

"**Security Agreement**" means the Amended and Restated Security Agreement of even date between LM and the Trustee providing, among other things, for the creation of a security interest in the Reserve Fund.

"**Security Interest**" means the security interest created by the Security Agreement.

"**Sponsor**" means, at any time, a Person who has been granted a licence or otherwise authorized by LM to issue AM and whose licence or authorization is in effect at such time.

"**Suppliers**" has the meaning set out in Recital B.

"**Terms and Conditions**" means all rules, guidelines, terms and conditions governing the Program which are established by LM from time to time, as the same may be changed by LM from time to time.

"**Trustee**" has, subject to Section 5.05, the meaning set out at the beginning of this Agreement, and includes any successors to the Trustee.

"**U.S. Dollars**" means the lawful currency of the United States of America.

"**Value**" means, as at any time, in respect of all or any portion of the Reserve Fund, the value thereof at such time, as determined by LM, in Canadian Dollars or U.S. Dollars, acting reasonably and based, to the extent reasonably ascertainable, on market value; and, for such purposes, the Value of the benefit of any security interest referred to in paragraph (d) of the definition of "Permitted Investments" herein shall be determined by reference to the monies and Permitted Investments which are subject to such security interest.

1.02 Headings; Table of Contents. The division of this Agreement into Articles and Sections, the insertion of headings, and the provision of any table of contents are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.03 Gender and Number. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.04 Business Days. If any payment is required to be made or other action is required to be taken pursuant hereto on a day which is not a Business Day, then such payment or action shall be made or taken on the first Business Day thereafter.

ARTICLE 2
RESERVE FUND

2.01 Deposits to the Reserve Fund.

(1) Within 30 days following the end of each month, LM shall deliver to the Trustee a Corporate Certificate setting forth (calculated, in either U.S. or Canadian Dollars, as of the last day of such month):

(a) the Required Reserve Amount;

(b) the Value of the Reserve Fund, other than any portion thereof represented by Permitted Investments described in paragraphs (c) or (d) of the definition of Permitted Investments;

(c) the amount, if any, by which such Required Reserve Amount exceeds such Value (the "Reserve Deficiency");

(d) the amount, if any, of the Reserve Excess; and

(e) the Value of any deposit required to be made pursuant to Section 2.01(2) together with or following the delivery of such Corporate Certificate.

(2) Together with or following delivery of each Corporate Certificate referred to in Section 2.01(1) which shows a Reserve Deficiency as at the last day of a month, but not later than the 30th day following such last day, LM shall, subject to the proviso contained in this sentence, deposit Permitted Investments with the Trustee as part of the Reserve Fund, such that the aggregate Value of such Permitted Investments (the Value to be determined as at the date such deposit is made) is not less than the amount of such Reserve Deficiency; provided, however, that LM shall not be required to make any such deposit in respect of any particular AM issued by a Sponsor to the extent that the amount of such deposit would exceed the Value (determined as at the date of calculation of the relevant Reserve Deficiency) of (i) all amounts such Sponsor has paid LM in respect of the issue and/or the redemption of such AM plus (ii) the portion of any letter of credit or other security (which in either case constitutes a Permitted Investment) which such Sponsor has provided to LM in respect of such Sponsor's obligation to pay LM amounts with respect to the issue or redemption of AM and which LM has allocated to such AM. For the purposes of this Section 2.01(2), LM's determination as to which portion of any letter of credit or other security, if any, is to be allocated to any particular AM, or as to the

portion of any Reserve Deficiency that should be allocated to any particular AM, shall be conclusive and binding on the Trustee and all other Persons.

(3) In addition, and without limitation, LM's obligations to make deposits under Section 2.01(2) shall be deemed satisfied to the extent that the Value of the Reserve Fund has increased from the date on which the applicable Corporate Certificate was delivered.

(4) No less than once each calendar year, LM shall deliver to the Trustee a certificate, opinion or other document prepared by a nationally recognized accounting firm in Canada or the United States certifying that, as of the end of the fiscal year of LM then most recently ended, the Value of the Reserve Fund is at least equal to the Required Reserve Amount, and to the extent that it exceeds the Required Reserve Amount, the amount of any Reserve Excess.

2.02 Investment of Reserve Fund.

(1) LM may from time to time appoint a Person (the "Investment Advisor") to perform the functions described in this Section 2.02 or change the Investment Advisor, in either case by written notice to the Trustee setting out the name of such Investment Advisor and the effective date of its appointment. The Investment Advisor shall have full authority to direct the Trustee with respect to the Reserve Fund, provided that such direction is in accordance with the Investment Policies, it notifies the Trustee in writing of each transaction and the Reserve Fund remains subject to the Security Interest. Notwithstanding any other provision hereof, any Permitted Investments sold by, or in accordance with the direction of, the Investment Advisor in accordance with the authority granted hereby shall be sold free from the Security Interest provided that the net proceeds of such sale are re-invested in Permitted Investments which are deposited with the Trustee as part of the Reserve Fund or are applied to Redemption Costs; and upon request, but at the expense of the Reserve Fund, the Trustee shall provide any documents reasonably requested to evidence that such Permitted Investments have been sold free from the Security Interest.

(2) The Trustee shall have no obligation to ensure that the Investment Advisor acts in accordance with the Investment Policies, and is not responsible for the actions of the Investment Advisor or for any losses resulting from such actions or resulting from acting in accordance with the written direction of the Investment Advisor.

2.03 Disbursements from Reserve Fund.

(1) LM shall not withdraw any amounts from the Reserve Fund or take delivery of any Permitted Investments forming part of the Reserve Fund except in compliance with this Agreement or with the consent of the Trustee.

(2) Subject to compliance with this Section 2.03, LM may from time to time withdraw or cause to be withdrawn amounts from the Reserve Fund, or direct the Trustee or any Custodian who has possession thereof, to deliver Permitted Investment to LM or its order provided that:

(a) each such amount and Permitted Investment is to be used solely for paying or reimbursing the payment of Redemption Costs or other expenses in connection with making reservations, issuing tickets and otherwise obtaining or arranging for the supply of Awards, including, without limitation, amounts paid or payable to any travel agent or other Person in connection therewith, whether or not such travel agent or other person is an Affiliate of LM;

(b) the Value of any such amount or Permitted Investment is less than the Reserve Excess as at the time of the withdrawal or delivery of such amount or Permitted Investment; or

(c) in the case of a request by LM for delivery of any Permitted Investments described in paragraph (c) or (d) of the definition thereof contained herein, that LM has requested such delivery for the purposes of enforcing its rights in connection therewith, as permitted by the terms thereof, and the proceeds of any such enforcement are to be deposited by LM into the Reserve Fund.

(3) Prior to making any withdrawal or requiring any delivery pursuant to Section 2.03(2)(b), LM shall substantiate to the Trustee that the level of Reserve Excess required by Section 2.03(2)(b) to exist at the time of any such withdrawal or delivery existed at (or shortly prior to) such time. LM shall provide such substantiation to the Trustee in the form of a Corporate Certificate to such effect or as LM may otherwise reasonably determine to be appropriate, provided, however, that if LM is withdrawing amounts and/or requiring the delivery of Permitted Investments due to the existence of a Reserve Excess at the time in question, and if the total of the amount which LM wishes to withdraw and the Value of any Permitted Investments which LM wishes to have so delivered, exceeds 20% of the Value of the Reserve Fund at such time, such substantiation shall include a certificate, opinion or other statement by a nationally recognized accounting firm in Canada or the United States confirming that the amount of the Reserve Excess at or shortly prior to such time is equal to or in excess of the amount to be withdrawn (including the Value of any Permitted Investments to be delivered to LM).

(4) Any amount or Permitted Investment withdrawn or delivered from the Reserve Fund in accordance with this Section 2.03 shall be paid or delivered free from the Security Interest. The Trustee shall from time to time at the expense of the Reserve Fund execute any documents reasonably requested by LM to evidence that such amount and Permitted Investment was paid or delivered free from the Security Interest.

ARTICLE 3
OTHER COVENANTS

3.01 Registration. LM shall, either prior to or forthwith after execution of this Agreement, and from time to time thereafter, cause all registrations and filings of or in connection with this Agreement or the Security Agreement to be made which are necessary in order to protect or perfect the Security Interest in all reasonably applicable jurisdictions. LM shall further take all necessary action from time to time as may be reasonable to maintain the effectiveness of all such registrations and filings. Without limiting the rights of the Trustee set forth in Article 5 hereof,

the Trustee shall have no obligation to monitor or otherwise confirm compliance by LM with its obligations under this Section 3.01.

3.02 Further Documentation. Upon the reasonable request from time to time of the Trustee, LM shall, at its own expense, promptly and duly execute and deliver such further instruments and documents and take such further action as may be necessary for the purpose of giving effect to this Agreement and the Security Agreement.

3.03 Limitation on Amalgamation, etc. LM shall not amalgamate or merge with or into any other Person, unless the successor company executes, prior to or contemporaneously with the consummation of such transaction, such instruments, if any, as are, in the opinion of counsel to LM, reasonably necessary to evidence the assumption by the successor company of all of the liabilities and obligations of LM hereunder and under the Security Agreement and to ensure the continuation of the Security Interest.

3.04 Collector Information. Promptly following the occurrence and during the continuance of any Event of Termination, but subject to applicable law, including any laws relating to privacy and similar matters, LM shall deliver or cause to be delivered to the Trustee the names and addresses of each Collector and the number of AM recorded by LM in each such Collector's AM account, and such other information as shall be necessary for the Trustee to exercise its rights and to perform its duties hereunder; provided, however, that the Trustee and any Disbursement Agent shall first enter into a confidentiality agreement in form reasonably acceptable to LM regarding all information to be so delivered.

ARTICLE 4
EVENTS OF TERMINATION

4.01 Events of Termination. The occurrence of any of the following events shall constitute an "Event of Termination" for purposes hereof and the Security Agreement:

(a) if LM shall default in the performance of any covenant or agreement on its part contained herein or in the Security Agreement, and such default continues for a period of 30 Business Days following notice from the Trustee to LM describing such default, requiring it to be remedied and stating that such notice is a "Notice of Termination" under and for the purposes of this Agreement;

(b) if any material statement made in any Corporate Certificate delivered hereunder or under the Security Agreement shall be materially inaccurate when made with the result that the amount of the Reserve Fund is adversely affected in a material manner;

(c) if LM shall acknowledge in writing to the Trustee that it is unable or unwilling to meet the Obligations on an ongoing basis and shall not withdraw such acknowledgement prior to the exercise by the Trustee of its remedies under Section 4.02 or prior to any distribution under Section 4.03; or

(d) if LM makes an assignment for the benefit of its creditors, is adjudged bankrupt or files or consents to the filing of a petition in bankruptcy.

4.02 Remedies. If an Event of Termination occurs and is continuing, but not otherwise, the Trustee may exercise the rights and remedies provided for in the Security Agreement. In addition, but without limitation, LM hereby irrevocably appoints the Trustee as its attorney, for the purpose of exercising in the name of LM all such rights as may be required for the purpose of obtaining access, at any time during the continuance of an Event of Termination, to all records of LM regarding Collectors which the Trustee requires access to in order to carry out the distribution contemplated by Section 4.03 hereof, whether such records are contained in paper form, electronic form or other computer readable form, and wherever located, but subject to compliance with applicable law, including laws relating to privacy and similar matters. If an Event of Termination occurs but thereafter such Event of Termination is no longer continuing and no other Event of Termination is then continuing, the Trustee shall immediately cease to exercise any remedies provided for hereunder, and shall take all steps reasonably requested by LM to put the parties back to the same position they were in prior to the occurrence of such Event of Termination and the exercise of the Trust's rights with respect thereto.

4.03 Distribution.

(1) From time to time following the exercise by the Trustee of one or more of its rights and remedies referred to in Section 4.02 and so long as the related Event of Termination is still continuing, the Trustee shall make appropriate arrangements to distribute the Reserve Fund in the following order of priority:

FIRST: To the payment of any and all amounts payable to the Trustee and any predecessor Trustee hereunder or under the Security Agreement;

SECOND: To the payment of all amounts which by the terms hereof the Trustee is entitled to pay out of the Reserve Fund and of all costs and expenses incurred in connection with the exercise of said rights and remedies and/or any distribution contemplated by this Section 4.03, including, without limitation, the costs and expenses incurred in connection with forwarding payments to Collectors and the fees and disbursements of any disbursement agent (a "Disbursement Agent") engaged by the Trustee for such purpose; and

THIRD: To forwarding payment to each Collector (to such Collector's address maintained in LM's records) of an amount equal to (i) the number of Immediately Redeemable AM recorded in such Collector's account with LM as at 30 days prior to such time, or if the Disbursement Agent elects otherwise, at a date selected by the Disbursement Agent, acting reasonably, and determined by choosing the most current date reasonably possible, multiplied by (ii) a fraction whose numerator is the Value as at such date of the Reserve Fund and whose denominator is the aggregate number of Immediately Redeemable AM recorded in the accounts of all Collectors as at such date.

(2) The Trustee may pay any amounts due to a Custodian or to the Investment Advisor for its services out of the Reserve Fund.

(3) If, from time to time following the occurrence and during the continuance of an Event of Termination, there are any amounts payable to the Disbursement Agent, the Investment Advisor (or any predecessors thereof), a Custodian or otherwise in respect of any Redemption Costs, LM shall forthwith pay such amounts. If LM does not do so, the Trustee is hereby directed to make such payments, together with any associated costs and expenses, out of the Reserve Fund. LM shall reimburse the Trustee for all such payments, costs and expenses on demand from the Trustee.

4.04 Limitation on Rights of Collectors and Others. Notwithstanding anything contained herein, in the Security Agreement or elsewhere, no Collector, Sponsor, Supplier or other Person whatsoever, other than the Trustee, shall have any right to institute any proceeding, judicial or otherwise, or to take any other action, with respect to this Agreement or the Security Agreement or the actions taken or to be taken by the Trustee hereunder or thereunder, or for the enforcement of any remedies provided herein or therein or otherwise in respect of the Reserve Fund.

4.05 Notice of Breach. The Trustee shall not be required to take notice of any breach or default by LM under or in respect of this Agreement or the Security Agreement unless and until notified in writing thereof by a Sponsor or a Collector, which notice shall specify the breach or default which has occurred, and, in the absence of any such notice the Trustee may, for all purposes of this Agreement and the Security Agreement, conclusively assume that no such breach or default has occurred.

4.06 Exercise of Remedies. If an Event of Termination has occurred and is continuing, the Trustee shall refrain from exercising its rights, remedies, powers and authorities hereunder and under the Security Agreement to the extent requested either by a Majority of the Sponsors or by a Collectors' Resolution, provided, however, that if LM has failed to appoint a replacement Trustee promptly as required by Section 5.05(4), then the Trustee shall be entitled to exercise its rights and remedies hereunder occurring as a result of such failure, notwithstanding any contrary request by either the Majority of the Sponsors or by a Collectors' Resolution, until and unless a replacement Trustee is appointed as required by Section 5.05(4).

ARTICLE 5
CONCERNING THE TRUSTEE

5.01 Duties of Trustee.

(1) So long as no Event of Termination has occurred and is continuing to the knowledge of the Trustee, LM may invest and reinvest the Reserve Fund in accordance with the provisions of this Agreement and may direct the Trustee or the Investment Advisor to do so.

(2) In exercising its powers and discharging its duties hereunder and under the Security Agreement, the Trustee shall act honestly and in good faith.

(3) No provision of this Agreement or of the Security Agreement shall be construed to relieve the Trustee of any obligation to exercise any of its duties under this Agreement or the Security Agreement in any case in which the Trustee has first been provided with reasonable security or funds to indemnify the Trustee against the costs, expenses and liabilities which might be incurred by it in the exercise of such duties.

(4) The Trustee shall only be accountable for reasonable diligence in the management of the trusts hereunder and its obligations provided for herein, and shall not be liable for any act or default on the part of any agent, including any Investment Advisor of the Permitted Investments, but the Trustee shall only be liable for its own wilful acts and defaults.

(5) The Trustee shall not have any responsibility for any depreciation in value of the Permitted Investments, including trading losses in connection with dealings therewith.

(6) The Trustee is not responsible for the truth or accuracy of any of the recitals provided for herein, and has no responsibility to verify the accuracy or truth thereof.

5.02 Certain Rights of Trustee.

(1) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate (including a Corporate Certificate), statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(2) Whenever in the administration hereof or of the Security Agreement the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder or thereunder, including without limitation its determination as to whether any action has been taken by a Majority of the Sponsors or whether a Collectors' Resolution has been passed, the Trustee (unless other evidence be herein specifically prescribed) may rely upon a Corporate Certificate.

(3) Before it acts or refrains from acting, the Trustee may consult with counsel (including, without limitation, counsel to LM), and the written advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder or under the Security Agreement in good faith and in reliance thereon. The Trustee may pay the reasonable costs of any such counsel from the Reserve Fund.

(4) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document.

(5) The Trustee may execute any of the trusts or powers hereunder or under the Security Agreement or perform any duties hereunder or thereunder either directly or by or through agents or attorneys (including, but not limited to, legal counsel, tax advisors, accountants, other agents or professionals) and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it.

(6) The Trustee shall not be responsible for monitoring or confirming in any way whether LM's calculations of amounts to be deposited into the Reserve Fund or the deposits made in connection therewith comply with the requirements hereof or of any agreements LM has with Sponsors or Suppliers.

(7) The Trustee may conclusively rely upon all information and statements set forth in a Corporate Certificate delivered to it hereunder or under the Security Agreement and shall have no duty whatsoever to independently verify the accuracy of any such information or statement or whether costs described as Redemption Costs qualify as Redemption Costs. If from time to time a dispute arises between the Trustee and LM as to any matter relating to the Reserve Fund, including, without limitation, as to the existence of a Reserve Deficiency or Reserve Excess, LM may (but need not) request any firm of nationally recognized chartered accountants (which, for purposes hereof may include its own accountants or auditors) to review the matter in dispute. The determination by such firm as to such matter shall be binding upon the Trustee for all purposes hereof, the Trustee shall be fully protected in relying thereon and it shall have no duty or right to challenge same. For greater certainty, the costs incurred by LM in connection with retaining such accountants shall constitute Redemption Costs for all purposes hereof.

5.03 Money Held by Trustee. Money or Permitted Investments held by the Trustee pursuant hereto or to the Security Agreement shall be segregated from all other funds.

5.04 Compensation and Reimbursement. LM agrees:

(a) to pay to the Trustee reasonable compensation as agreed from time to time for all services rendered by it hereunder and under the Security Agreement; and

(b) except as otherwise expressly provided herein or in the Security Agreement, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision hereof or of the Security Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

5.05 Resignation and Removal; Appointment of Successor.

(1) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of an appointment by a successor Trustee in accordance with Section 5.06.

(2) The Trustee may resign at any time by giving written notice thereof to LM. If an instrument of acceptance by a successor Trustee in accordance with Section 5.06 shall not have been delivered to the Trustee within ninety (90) days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction, at the expense of the Reserve Fund, for the appointment of a successor Trustee.

(3) LM may remove the Trustee at any time by giving thirty (30) days written notice to the Trustee. Within thirty (30) days of giving notice of removal to the Trustee, LM shall cause

to be delivered to the Trustee an instrument of acceptance by a successor Trustee in accordance with Section 5.06.

(4) If the Trustee shall resign, be removed, or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, LM shall promptly appoint a successor Trustee.

5.06 Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute and deliver to LM and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested, with all the rights, powers, trusts and duties of the retiring Trustee; but, on request of LM or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder or under the Security Agreement, including, without limiting the generality of the foregoing, the Reserve Fund. Upon request of any such successor Trustee, LM shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

5.07 Acceptance of Trust. The Trustee hereby accepts the trusts in this Agreement or in the Security Agreement declared and provided for and agrees to perform the same upon the terms and conditions herein or therein set forth and, except as otherwise provided herein or therein, to hold the Security Interest and all rights, privileges and benefits conferred hereby or by the Security Agreement and by law in trust for the various Persons who shall from time to time be Collectors, subject to all of the terms and conditions set forth herein and therein.

ARTICLE 6
AMENDMENTS AND SUPPLEMENTS

6.01 Amendments, Supplements, Waivers and Consents.

(1) This Agreement and the Security Agreement may be amended or supplemented at any time and in any respect whatsoever by agreement in writing executed by LM and the Trustee, and no amendment or supplement hereof or thereof shall be binding upon LM until executed by an authorized officer of LM.

(2) The Trustee shall agree in writing to any amendment or supplement hereof or of the Security Agreement (or of any other agreements contemplated hereby or entered into in connection herewith):

(a) upon the written request of LM, so long as LM has delivered to the Trustee a Corporate Certificate certifying that, or the Trustee is otherwise satisfied that, the amendment or supplement in question is not a Material Amendment;

(b) upon the written request of LM and a Majority of the Sponsors, for any amendment or supplement whatsoever; and

(c) upon the written request of LM accompanied by a Collectors' Resolution approving same, for any amendment or supplement whatsoever;

provided that the Trustee need not consent to an amendment or supplement hereof or of the Security Agreement which adds to its obligations hereunder or thereunder.

(3) If requested by LM to do so, the Trustee shall from time to time agree to any amendment or supplement hereof or of the Security Agreement (or of any other agreements contemplated hereby or entered into in connection herewith), or provide any consent contemplated hereby or thereby, or waive any Event of Termination, upon such terms as the Trustee shall reasonably determine, either if the Trustee, acting reasonably, is satisfied that such action shall not have a material and adverse effect on the rights of Collectors to the Reserve Fund or if the Trustee has been directed to do so by a Majority of the Sponsors or by a Collectors' Resolution.

ARTICLE 7
TERMINATION

7.01 Termination of this Agreement. This Agreement and the Security Agreement will terminate upon notice by LM given at any time it has no further Obligations. LM may also terminate this Agreement and the Security Agreement at any time by giving at least 6 months prior written notice to the Trustee, in which case this Agreement and the Security Agreement will terminate effective as of the date specified in such notice. The Trustee may rely upon a Corporate Certificate as to whether any Obligations exist at any particular time.

7.02 Effect of Termination. Upon termination of this Agreement and the Security Agreement pursuant to Section 7.01, the Trustee shall forthwith:

(a) to the extent it is in possession of all or any portion of the Reserve Fund, return to LM such portion of the Reserve Fund then in its possession and to the extent it is able to, and is requested by LM to, direct each Custodian to deliver to LM, together with any necessary or appropriate endorsements or similar accompanying documents, all Permitted Investments and related documents, certificates and instruments;

(b) register discharges in all appropriate jurisdictions, at the expense of LM, of the Security Interest; and

(c) take such further action as may be reasonably requested by LM in connection with or to evidence the termination hereof and of the Security Agreement, release of the Security Interest and return of the Reserve Fund.

ARTICLE 8
MEETING OF COLLECTORS

8.01 Convening of Meeting. The Trustee shall from time to time, upon receipt of a written request of LM and upon being indemnified to its reasonable satisfaction by LM against the costs that may be incurred in connection with the calling and holding of such meeting, convene a meeting of the Collectors. If the Trustee fails to give notice convening such meeting within 10 Business Days after receipt of such request and indemnity, LM may convene such meeting. Every such meeting shall be held in the City of Toronto or at such other place as may be approved or determined by the Trustee and agreed to by LM. The Trustee shall not convene a meeting of Collectors unless LM expressly requests it to do so.

8.02 Notice. At least five Business Days' notice of any meeting provided for in this Article 8 shall be given to the Collectors, by the Trustee or LM sending such notice to their most recent addresses according to LM's records. Notices may be mailed by regular mail and shall be deemed received three Business Days after mailing. Each such notice shall state the time when and the place where the meeting is to be held, the Determination Date for the meeting and shall state briefly the general nature of the business to be transacted thereat. It shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article. The costs and expenses of any such mailing shall form a Redemption Cost for all purposes and the Trustee may either pay such costs and expenses directly from the Reserve Fund or permit LM to withdraw such costs and disbursements from the Reserve Fund for the purpose of paying same directly or reimburse LM therefrom for such costs and expenses.

8.03 Chairman. Some person nominated in writing by the Trustee shall be chairman of the meeting, but if no person is so nominated, or if the person so nominated is not present within fifteen minutes from the time fixed for the holding of the meeting, LM shall choose some person present to be chairman. The chairman need not be a Collector.

8.04 Quorum. At any meeting of the Collectors a quorum consists of 1000 or more persons present in person and entitled to vote either as Collectors, or as proxy for Collectors. If a quorum of the Collectors is not present within thirty minutes following the time fixed for holding any meeting, the meeting shall stand adjourned to the same day in the next month (unless such day is not a Business Day in which case it shall stand adjourned to the next following Business Day thereafter) at the same time and place. At the adjourned meeting the Collectors present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may not represent 1000 Collectors as at the date for the meeting.

8.05 Power to Adjourn. The chairman of any meeting at which a quorum of Collectors is present may, with the consent of LM, adjourn any such meeting. No notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

8.06 Show of Hands. Every question submitted to a meeting shall be decided in the first place by unanimous vote of all Persons entitled to vote at such meeting given on a show of

hands. At any such meeting, a declaration by the chairman that a resolution has been carried unanimously or not carried is conclusive evidence of the fact.

8.07 Poll. If any question has not been carried unanimously, as contemplated in Section 8.06, LM may require the chairman to take a poll, in such manner as the chairman directs, of the question. Questions shall, if a poll be taken, be decided by a majority of the votes of Collectors present in person or duly represented by proxy at the meeting and, in either case, voting on the poll. If a poll is so required, the poll shall be taken in such manner, and either at once or after an adjournment, as the chairman directs. The result of a poll shall be deemed to be the decision of the meeting at which the poll is required and is binding on all Collectors.

8.08 Voting. On a show of hands every person who is present and entitled to vote, whether as a Collector or as proxy for one or more absent Collectors or both, has one vote. On a poll each Collector present in person or duly represented by proxy is entitled to that number of votes which is equal to such number of Immediately Redeemable AM then registered in the name of such Collector as at the Determination Date for the meeting. A proxy need not be a Collector.

8.09 Regulations and Voting Entitlement. The Trustee or LM may, from time to time, make and/or vary such regulations as it thinks fit for the running of meetings and for the deposit and effectiveness of instruments appointing proxies for Persons otherwise entitled to vote at meetings of Collectors. Any regulations so made are binding and effective and the votes given in accordance therewith are valid and shall be counted. Save as such regulations may provide and subject to Section 8.10, the only persons who shall be entitled to vote or to be present at a meeting of Collectors shall be Persons registered with LM as Collectors.

8.10 LM, Sponsors and Trustee may be Represented. LM, any Sponsor LM specifies and the Trustee, by their respective officers and directors, and the legal advisers of LM and the Trustee, may attend any meeting of Collectors convened in accordance with this Article 8, but shall have no vote as such.

8.11 Powers Exercisable by Collectors' Resolution. A meeting of Collectors shall have no powers other than those expressly conferred upon it by this Agreement. In addition to all other powers conferred upon it hereby, a meeting of Collectors has the following powers exercisable from time to time by Collectors' Resolution:

(a) power to agree to any modification, abrogation, alteration, compromise or arrangement of the rights of the Trustee against LM arising under this Agreement or under the Security Agreement or against the Reserve Fund, which has been agreed to or requested by LM;

(b) power to direct or authorize the Trustee to refrain from exercising any power, right, remedy or authority given to it under this Agreement or under the Security Agreement;

(c) power to waive and to direct the Trustee to waive any default on the part of LM in complying with any provision of this Agreement or of the Security

Agreement, either unconditionally or upon any conditions specified in such Collectors' Resolution and agreed to by LM, whether or not the Security Interest has become enforceable by reason of such default;

(d) power to assent to any amendment of or supplement to the provisions hereof and/or of the Security Agreement that is agreed to by LM and to authorize the Trustee to concur in and execute any deed or instrument supplemental hereto or thereto embodying such modification, change or omission; and

(e) power to amend or repeal, to the extent agreed to by LM, any previous Collectors' Resolution.

8.12 Powers Cumulative. Any one or more of the powers and/or any combinations of the powers herein or in the Security Agreement stated to be exercisable by the Collectors by Collectors' Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the right of the Collectors to exercise the same or any other such power or powers or combination of powers thereafter from time to time.

8.13 Minutes. Minutes of all resolutions and proceedings at every meeting of Collectors provided for herein shall be made and duly entered in books to be from time to time provided for that purpose by the Trustee at the expense of LM. Any such minutes, if signed by the chairman of the meeting at which such resolutions were passed or proceedings had shall be prima facie evidence of the matters therein stated and, until the contrary is proved, every such meeting, in respect of the proceedings of which minutes have been made, shall be deemed to have been duly held and convened, and all such resolutions to have been duly passed and had.

8.14 Instruments in Writing. All actions that may be taken and all powers that may be exercised by the Collectors at a meeting held as herein provided may also, with LM's written consent, be taken and exercised by instrument in writing signed in one or more counterparts by Collectors having at least 5% of all outstanding Immediately Redeemable AM as at the last day of the month immediately preceding the date such instrument is signed, and the expression "Collectors' Resolution" when used in this Agreement includes an instrument so signed.

8.15 Binding Effect of Resolutions. Every resolution passed in accordance with the provisions of this Article at a meeting of Collectors is binding upon all the Collectors, whether or not present at such meeting, and every instrument in writing signed by Collectors in accordance with Section 8.14 is binding upon all the Collectors, whether or not signatories thereto, and each and every Collector and the Trustee (subject to the provisions for its indemnity herein contained) is bound to give effect accordingly to every such resolution and instrument in writing.

ARTICLE 9
GENERAL MATTERS

9.01 Performance of LM's Obligations. If LM fails to perform or comply with any of its agreements contained herein or in the Security Agreement, the Trustee may, but (unless

otherwise specified herein) need not, perform or comply with such agreements on behalf of LM and, if the Trustee does so, LM shall pay to the Trustee the expenses incurred by it in connection therewith.

9.02 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.03 No Waiver; Cumulative Remedies. The Trustee shall not, by any act, delay, indulgence, omission or otherwise, be deemed to have waived any right or remedy hereunder or to have acquiesced in any breach of any of the terms and conditions hereof, unless and only to the extent the Trustee has done so in writing. No failure to exercise, nor any delay in exercising, on the part of the Trustee, any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right or remedy. A waiver by the Trustee of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Trustee would otherwise have on any future occasion. The rights and remedies herein provided are cumulative may be exercised singly or concurrently and in any order.

9.04 Dealings by Trustee. The Trustee may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with LM and any third party having dealings with LM, and with the Reserve Fund, and with other security and sureties, as the Trustee may see fit, all without prejudice to the Obligations or to the rights of the Trustee under this Agreement or the Security Agreement.

9.05 Successors and Assigns. This Agreement shall be binding upon and enure to the benefit of LM and the Trustee, and their respective successors and assigns.

9.06 Communication. All communications to LM or the Trustee provided for or permitted hereunder shall be in writing, personally delivered to an officer or other responsible employee of the addressee or sent by registered mail, charges prepaid, or by telecopy, telex or telegram or other similar means of recorded communication, charges prepaid, to the address set forth opposite the name of the applicable party on the execution page hereof or to such other address as the recipient may from time to time designate to the other in such manner, provided that no communication shall be sent by mail pending any threatened or during any actual postal strike or other disruption of postal service in Canada. Any such communication shall be deemed to have been validly and effectively given, and received upon actual receipt.

9.07 Fiduciary Duty. Neither this Agreement nor the Security Agreement (x) imposes any obligations, fiduciary or otherwise, upon any Sponsor, or any incorporator, shareholder, officer, director, employee or controlling Person of any thereof (collectively, "Representatives"), with respect to the Collectors or the Reserve Fund, or (y) imposes any obligations, fiduciary or otherwise, upon LM other than its contractual (but not fiduciary) obligation in favour of the

Trustee on behalf of the Collectors to comply with the terms hereof and the Security Agreement and LM has no fiduciary obligations hereunder or in connection herewith. In particular, but without limitation, (i) so long as LM is acting in accordance with the express provisions hereof, it may take such action as may be determined by it, in its sole and unfettered discretion, in connection with this Agreement and the Reserve Fund without responsibility or liability to any Collector, and (ii) the Sponsors may, in accordance with the express provisions hereof, agree to any amendment or supplement hereof or of the Security Agreement, or any waiver or consent hereunder or thereunder, direct the Trustee to refrain from taking action hereunder or thereunder or otherwise act in connection herewith or therewith as they, in their sole and unfettered discretion, may choose. The Trustee, both for itself and its successors and assigns, hereby expressly waives and releases any rights or recourse as against LM or any Sponsor, or their respective Representatives, arising out of any action in connection herewith other than a breach by LM of its contractual obligations hereunder and under the Security Agreement.

9.08 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

9.09 Continued Effectiveness. This Agreement amends and restates in its entirety the Original Reserve Agreement which, as amended and restated hereby, continues in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement.

LOYALTY MANAGEMENT GROUP CANADA INC.

By: _____
Name: Lori Russell
Title: SVP and Chief Financial Officer

Address: Suite 200
4110 Yonge Street
North York, Ontario
M2P 2B7
Attention: Chief Financial Officer
Telecopy: (416) 733-1488

With a copy to:
Attention: General Counsel
Telecopy: (416) 733-2876

ROYAL TRUST CORPORATION OF CANADA

By: _____
Name: Jeff Hawkins, S.T.I.
Title: VP, Investment Counsellor Services

By: _____
Name: Sam Tavano
Title: Senior Trust Officer, Personal Trust

Address: 4th Floor
77 King Street West
Toronto, Ontario
M5W 1P9
Telecopy: (416) 955-5091

AMENDING AGREEMENT
(Redemption Reserve Agreement)

THIS AMENDING AGREEMENT made with effect as of the 1st day of January, 2006.

BETWEEN: **LOYALTY MANAGEMENT GROUP CANADA INC.,**
a company incorporated under the laws of the Province of Ontario
(herein referred to as "LM")

OF THE FIRST PART

AND

RBC DEXIA INVESTOR SERVICES TRUST, a company incorporated under the laws of Canada
(hereinafter referred to as the "Trustee")

OF THE SECOND PART

WHEREAS LM and the Royal Trust Corporation of Canada are parties to an Amended and Restated Redemption Reserve Agreement dated December 31, 2001 (the "Agreement");

AND WHEREAS effective January 1, 2006, RBC Dexia Investor Services Trust is carrying on the institutional investor services business formerly carried on by The Royal Trust Company and Royal Trust Corporation of Canada (collectively, "Royal Trust"). Pursuant to an Asset Purchase Agreement dated as of January 1, 2006, Royal Trust assigned and transferred all of the assets of its institutional investor services business to RBC Dexia Investor Services Trust;

AND WHEREAS the parties hereto wish to amend the Agreement in terms as hereinafter defined;

AND WHEREAS such amendment is authorized pursuant to the provisions of the Agreement;

NOW THEREFORE in consideration of the premises and of the mutual covenants herein contained, the parties do hereby agree:

1) The Agreement shall be amended as follows:

   Wherever the name of the Royal Trust Corporation of Canada may appear in the Agreement it shall be changed to RBC Dexia Investor Services Trust.

2) The Trustee hereby accepts the trusts declared and provided for in the Agreement and agrees to perform the same upon the terms and conditions therein set forth and to hold all the rights, privileges and benefits conferred thereby and by law in trust for the various

Persons who shall from time to time be Collectors, subject to all of the terms and conditions set forth in the Agreement.

3) Should any provision in the Agreement conflict with the terms of this Amending Agreement, then the terms of the Agreement shall govern, and all necessary changes shall be made mutatis mutandis.

4) All other terms of the Agreement shall remain constant and unchanged and in full force and effect.

5) The provisions of this Amending Agreement shall form part of the Agreement from the date of this Amending Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement with effect on the date above-noted.

LOYALTY MANAGEMENT GROUP CANADA INC.

By: _____
Name: Elizabeth Morgan
Title: VP Finance

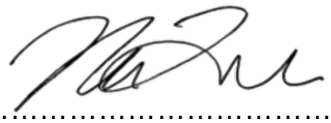
By: _____
Name: PRESIDENT & CEO
Title:

RBC DEXIA INVESTOR SERVICES TRUST

By: _____
Name:
Title: Brent Wilkins
Head, Americas
Sales & Relationship Management
RBC Dexia Investor Services Trust

By: _____
Name:
Title: JOHN LOCKBAUM
HEAD, FUND SERVICES, NORTH AMERICA

This is **Exhibit "H"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario



……..
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

LOYALTY MANAGEMENT GROUP CANADA INC.

- and -

ROYAL TRUST CORPORATION OF CANADA

AMENDED AND RESTATED SECURITY AGREEMENT

DATED AS OF Dec. 31, 2001

AMENDED AND RESTATED SECURITY AGREEMENT

This Agreement, is made as of _____, 200_ between Loyalty Management Group Canada Inc. ("LM") and Royal Trust Corporation of Canada (the "Trustee").

RECITALS

A. LM has established a customer loyalty program in Canada called the AIR MILES™ program (the "Program").

B. As part of the Program, LM licenses Sponsors to issue AM to Collectors, and licences Collectors to collect and redeem AM for Awards.

C. By a redemption reserve agreement dated December 1, 1992 between LM and Sun Life Trust Company (as amended, the "Original RRA"), and by the Security Agreement (as defined therein) (as amended, the "Original Security Agreement"), LM created a fund of investments which were secured in favour of Sun Life Trust Company (and thereafter, Royal Trust Corporation of Canada as successor trustee) for the benefit of Collectors for the purposes described therein.

D. LM now wishes to make certain amendments to the Original RRA and the Original Security Agreement in accordance with the terms thereof, and accordingly has entered into an Amended and Restated Redemption Reserve Agreement dated as of the date hereof (the "Amended and Restated RRA") in order to amend and restate the Original RRA, and this Agreement in order to amend and restate the Original Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.01 Definitions. Terms used in this Agreement and not otherwise defined, have the meanings set out in the Amended and Restated RRA. In addition, the following terms shall have the meanings set forth below unless the context otherwise requires:

"Agreement" means this Agreement including the Schedules hereto, as the same may be amended or supplemented from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular Section or other portion of this Agreement.

"Amended and Restated RRA" has the meaning set out in Recital D.

"BMO PPA" means the Program Participation Agreement between Bank of Montreal and LM dated September 25, 1991 (including the successors or permitted assigns of

Bank of Montreal thereunder), as amended, modified, restated, supplemented or replaced from time to time.

"Obligations" means, at any time, all actual or contingent obligations of LM to Collectors at such time under the Terms and Conditions to provide Awards in redemption of Immediately Redeemable AM as at such time.

"Permitted Liens" means at any particular time:

(a) liens for taxes not at such time due and payable or for which an assessment has not yet been received, or, if due and payable, the validity of which is being contested in good faith by appropriate proceedings;

(b) the lien of any judgment rendered or claim filed which is being contested in good faith; and

(c) liens arising by operation of law including, without limitation, liens created by workers' compensation, unemployment insurance and other social security legislation, and liens for vacation pay and for pension benefits.

"Program" has the meaning set out in Recital A.

"Reserve Fund" has the meaning set out in Section 2.01.

"Trustee" has the meaning set out at the beginning of this Agreement, and includes any successor to the Trustee appointed pursuant to the provisions of the Amended and Restated RRA.

ARTICLE 2
SECURITY INTEREST

2.01 Security Interest. As general and continuing collateral security for (i) the performance by LM in favour of each Collector of all Obligations and (ii) the payment of all monies from time to time or at any time owing to the Trustee pursuant to the terms hereof or of the Amended and Restated RRA and the due performance of the obligations of LM herein or therein contained, LM hereby grants to the Trustee, for the benefit of all Collectors from time to time and for such other purposes as are provided for herein, a continuing security interest in:

(a) all Permitted Investments which are at any time or from time to time deposited with or specifically assigned to the Trustee or its agents by LM for the purposes of the Amended and Restated RRA, including, without limitation, all Permitted Investments of the type described in paragraph (c) of the definition thereof and all Permitted Investments derived from the investment of any monies or other Permitted Investments which are now or may hereafter be part of the Reserve Fund;

(b) without limiting paragraph (a) above, the right of LM to be paid or receive any and all Redemption Fees (as defined in the BMO PPA) payable at any time or from time to time thereunder;

(c) all substitutions, accretions and additions to any of the monies or Permitted Investments described above in this Section 2.01, including, without limitation, all interest, dividends or other amounts earned or derived therefrom;

(d) all certificates and instruments evidencing the foregoing; and

(e) all proceeds of the foregoing.

The property and rights referred to in paragraphs (a) - (e) inclusive above are herein collectively referred to as the "Reserve Fund". Any reference herein to the "Reserve Fund" shall, unless the context otherwise requires, be deemed to include a reference to the "Reserve Fund or any part thereof".

2.02 Attachment. The parties hereto do not intend that there be any delay in the attachment of the security interest hereby created.

2.03 Delivery of Permitted Investments. LM shall cause all certificates and instruments evidencing the Reserve Fund to be delivered to or held with the Trustee or its agent. If any such instruments are in registered form, and are not registered in the name of the Trustee, the Trustee is authorized, at any time after the occurrence and during the continuance of an Event of Termination, to endorse such instruments in the name of LM for transfer, so as to enable the Trustee to cause registered title thereof to be either in the name of the Trustee, its nominee or any purchaser therefrom, and LM hereby appoints the Trustee as its attorney for such purposes, but only in such circumstances, and agrees to execute such further reasonable forms of powers of attorney for such purposes, to be exercised in such circumstances, as the Trustee may reasonably request from time to time.

2.04 Representations and Warranties. LM represents and warrants to and in favour of the Trustee that the security interest created hereby in the Reserve Fund is a first ranking security interest, other than for any Permitted Liens.

ARTICLE 3
REMEDIES

3.01 Remedies. If an Event of Termination occurs and is continuing, but not otherwise, the Trustee may exercise the rights and remedies of a secured party provided at law, and in addition, but without limitation, may from time to time take possession of, collect, receive, appropriate and realize upon the Reserve Fund and transfer any Permitted Investments forming part of the Reserve Fund into the name of the Trustee (if not already in such name), exercise all rights of ownership of and all other rights attaching to the Reserve Fund, and sell the Reserve Fund by public or private sale, all upon such commercially reasonable terms as the Trustee may determine. The Reserve Fund, including the proceeds of any actions provided for in

this Section 3.01 shall be dealt with and/or distributed in accordance with any agreements now or hereafter entered into between LM and the Trustee.

ARTICLE 4
MISCELLANEOUS

4.01 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

4.02 No Waiver; Cumulative Remedies. The Trustee shall not, by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any breach of any of the terms and conditions hereof, unless and only to the extent the Trustee has done so in writing. No failure to exercise, nor any delay in exercising, on the part of the Trustee, any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or the exercise of any other right or remedy. A waiver by the Trustee of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Trustee would otherwise have on any future occasion. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently and in any order.

4.03 Dealings by Trustee. The Trustee may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with LM and any third party having dealings with LM, and with other security and sureties, as the Trustee may see fit, all without prejudice to the Obligations or to the rights of the Trustee hereunder.

4.04 Successors and Assigns. This Agreement shall be binding upon and enure to the benefit of LM and the Trustee, and their respective successors and assigns.

4.05 Communication. All communications to LM or the Trustee provided for or permitted hereunder shall be in writing, personally delivered to an officer or other responsible employee of the addressee or sent by registered mail, charges prepaid, or by telecopy, telex or telegram or other similar means of recorded communication, charges prepaid, to the address set forth opposite the name of the applicable party on the execution page hereof or to such other address as the recipient may from time to time designate to the other in such manner, provided that no communication shall be sent by mail pending any threatened or during any actual postal strike or other disruption of postal service in Canada. Any such communication shall be deemed to have been validly and effectively given and received upon actual receipt.

4.06 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

4.07 **Headings, Etc.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

4.08 **Gender and Number.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

4.09 **Acknowledgement of Receipt.** LM acknowledges receipt of an executed copy of this Agreement.

4.10 **Continued Effectiveness.** This Agreement amends and restates in its entirety the Original Security Agreement, which, as amended and restated hereby, continues in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement.

LOYALTY MANAGEMENT GROUP CANADA INC.

By: _____
Name: Lori Russell
Title: SVP and Chief Financial Officer

Address: Suite 200
4110 Yonge Street
North York, Ontario
M2P 2B7
Attention: Chief Financial Officer
Telecopy: (416) 733-1488

With a copy to:
Attention: General Counsel
Telecopy: (416) 733-2876

ROYAL TRUST CORPORATION OF CANADA

By: _____
Name: Jeff Hawkins, S.T. I.
Title: VP, Investment Counsellor Services

By: _____
Name: Sam Tavano
Title: Senior Trust Officer, Personal Trust

Address: 4th Floor
77 King Street West
Toronto, Ontario
M5W 1P9
Telecopy: (416) 955-5091

AMENDING AGREEMENT
(Security Agreement)

THIS AMENDING AGREEMENT made with effect as of the 1st day of January, 2006.

BETWEEN: **LOYALTY MANAGEMENT GROUP CANADA INC.,**
a company incorporated under the laws of the Province of Ontario
(herein referred to as "LM")

OF THE FIRST PART

AND

RBC DEXIA INVESTOR SERVICES TRUST, a company incorporated under the laws of Canada
(hereinafter referred to as the "Trustee")

OF THE SECOND PART

WHEREAS LM and the Royal Trust Corporation of Canada are parties to an Amended and Restated Security Agreement dated December 31, 2001 (the "Agreement");

AND WHEREAS effective January 1, 2006, RBC Dexia Investor Services Trust is carrying on the institutional investor services business formerly carried on by The Royal Trust Company and Royal Trust Corporation of Canada (collectively, "Royal Trust"). Pursuant to an Asset Purchase Agreement dated as of January 1, 2006, Royal Trust assigned and transferred all of the assets of its institutional investor services business to RBC Dexia Investor Services Trust;

AND WHEREAS the parties hereto wish to amend the Agreement in terms as hereinafter defined;

AND WHEREAS such amendment is authorized pursuant to the provisions of the Agreement;

NOW THEREFORE in consideration of the premises and of the mutual covenants herein contained, the parties do hereby agree:

1) The Agreement shall be amended as follows:

   Wherever the name of the Royal Trust Corporation of Canada may appear in the Agreement it shall be changed to RBC Dexia Investor Services Trust.

2) The Trustee hereby accepts the trusts declared and provided for in the Agreement and agrees to perform the same upon the terms and conditions therein set forth and to hold the Security Interest and all the rights, privileges and benefits conferred thereby and by law

in trust for the various Persons who shall from time to time be Collectors, subject to all of the terms and conditions set forth in the Agreement.

3) The Trustee acknowledges that it has control of the financial assets (as such terms are defined in the Securities Transfer Act (Ontario)) which constitutes the Reserve Fund contemplated by the Security Agreement.

4) All other terms of the Agreement shall remain constant and unchanged and in full force and effect.

5) The provisions of this Amending Agreement shall form part of the Agreement from the date of this Amending Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement with effect on the date above-noted.

LOYALTY MANAGEMENT GROUP CANADA INC.

By: _____
Name: Elizabeth Morgan
Title: VP Finance

By: _____
Name: BRYAN PEARSON
Title: PRESIDENT & CEO

RBC DEXIA INVESTOR SERVICES TRUST

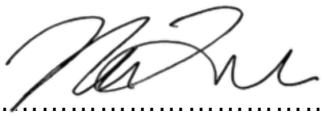
By: _____
Name:
Title:

Brent Wilkins
Head, Americas
Sales & Relationship Management
RBC Dexia Investor Services Trust

By: _____
Name:
Title:

JOHN LOCKBAUM
HEAD, FUND SERVICES, NORTH AMERICA

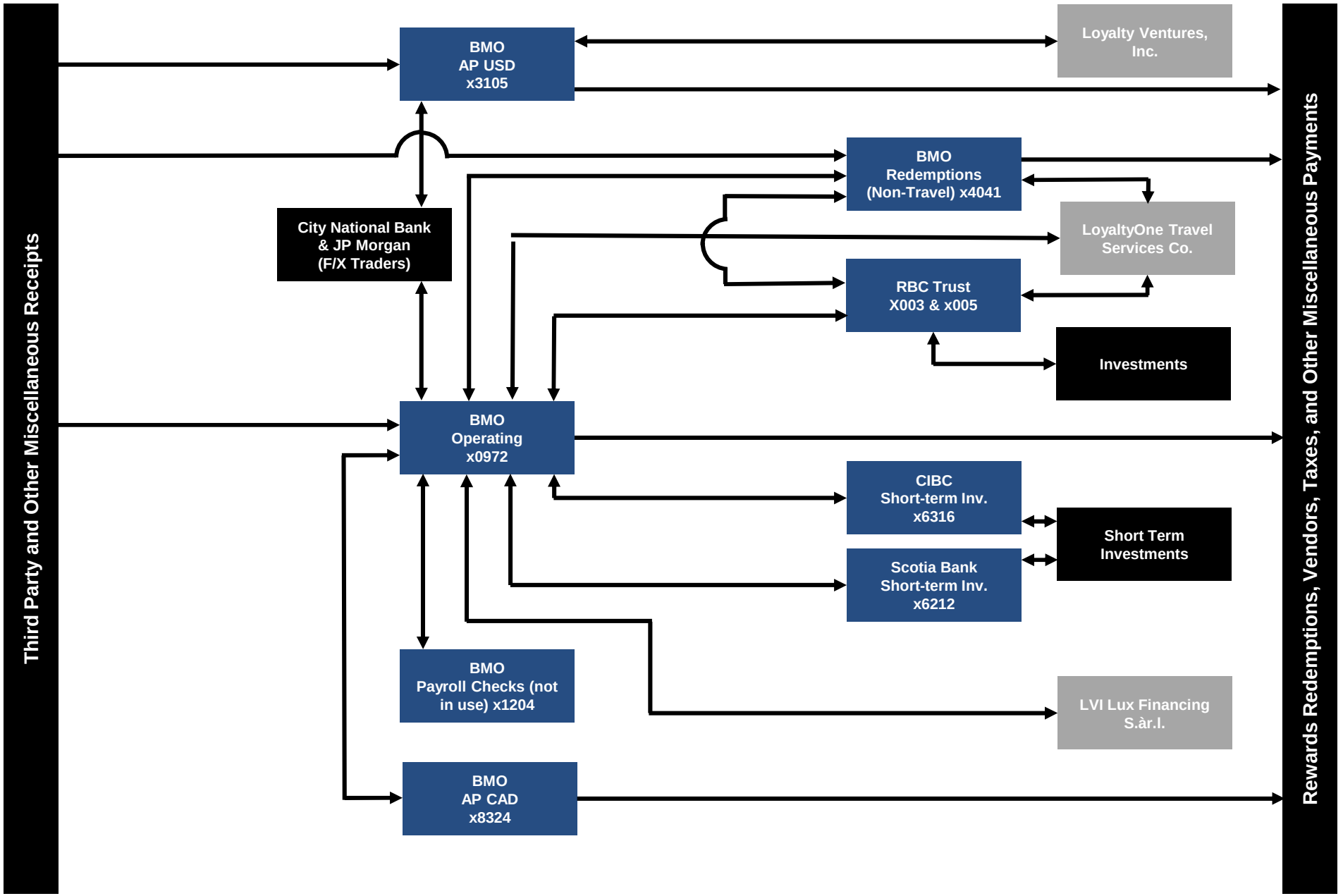
This is **Exhibit "I"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario



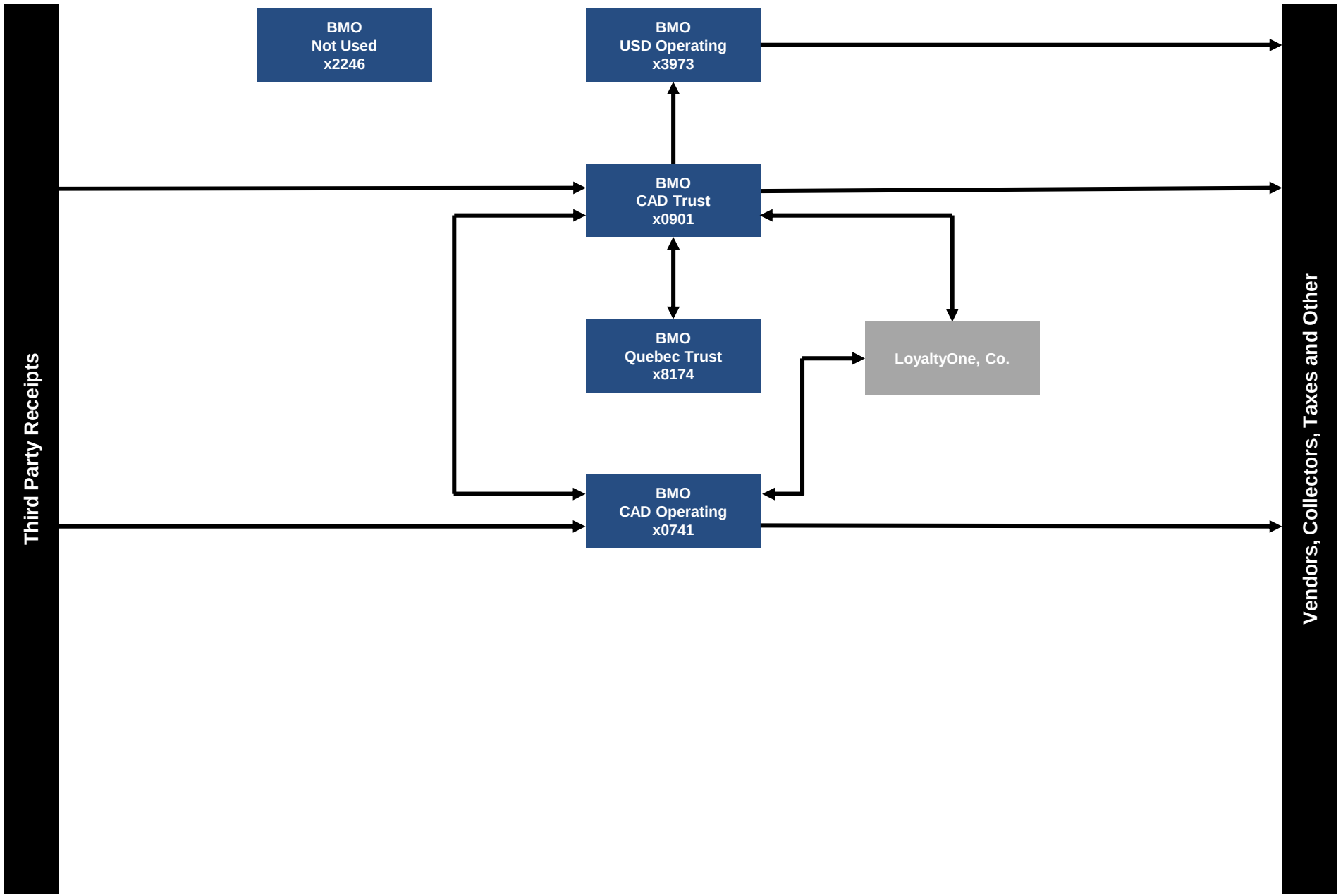
……..
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

Cash Schematic - LoyaltyOne, Co



Cash Schematic – L1 Travel



Bank Account
3rd Party
Intercompany

LoyaltyOne, Co. & LoyaltyOne Travel Services Co.
Cash on Hand by Bank Account
As of 3/3/23

(in USD)

Bank	Country	Account	Account Purpose	LE Mapping	Currency
AIRMILES Accounts					
Bank of Montreal	Canada	x0972	Operating Account	LoyaltyOne, Co.	CAD
Bank of Montreal	Canada	x1204	Payroll Checks (not in use)	LoyaltyOne, Co.	CAD
Bank of Montreal	Canada	x8324	Accounts Payable - CAD	LoyaltyOne, Co.	CAD
Bank of Montreal	Canada	x3105	Collections and Payables - USD	LoyaltyOne, Co.	USD
CIBC	Canada	x6316	Short Term Investments	LoyaltyOne, Co.	CAD
ScotiaBank	Canada	x6212	Short Term Investments	LoyaltyOne, Co.	CAD
Airmiles Operating Subtotal					
Bank of Montreal	Canada	x0741	CAD Operating Account	LoyaltyOne Travel Services Co.	CAD
Bank of Montreal	Canada	x3973	USD Operating Account	LoyaltyOne Travel Services Co.	USD
Bank of Montreal	Canada	x4041	Non-Travel Disbursements	LoyaltyOne, Co.	CAD
Airmiles Redemption & Travel Accounts (Non-Trust) Subtotal					
Bank of Montreal	Canada	x0901	CAD Trust Account	LoyaltyOne Travel Services Co.	CAD
Bank of Montreal	Canada	x8174	Quebec Trust (Collector Deposits)	LoyaltyOne Travel Services Co.	CAD
Bank of Montreal	Canada	x2246	Not Used but Active	LoyaltyOne Travel Services Co.	CAD
Airmiles Redemption & Travel Accounts (Trust) Subtotal					
Royal Bank of Canada	Canada	X1692	DREAM (003)	LoyaltyOne, Co.	CAD
Royal Bank of Canada	Canada	X5399	CASH (005)	LoyaltyOne, Co.	CAD
Royal Bank of Canada	Canada	Investments	Trust Investments	LoyaltyOne, Co.	CAD
RBC Reserve Trust Subtotal					
AIRMILES Grand Total					

Legend:

Operating Accounts (in weekly cash flow)
Excluded Cash
AIRMILES Restricted Accounts
Divison Total

This is **Exhibit "J"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario

……...
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

Exhibit 10.1

DEAL CUSIP: 54912FAA8
REVOLVER CUSIP: 54912FAB6
TERM A CUSIP: 54912FAC4
TERM B CUSIP: 54912FAD2

CREDIT AGREEMENT

Dated as of November 3, 2021

among

LOYALTY VENTURES INC.,
BRAND LOYALTY GROUP B.V.,
BRAND LOYALTY HOLDING B.V.,
BRAND LOYALTY INTERNATIONAL B.V. and
CERTAIN SUBSIDIARIES OF LOYALTY VENTURES INC. IDENTIFIED HEREIN,
as the Borrowers,

LOYALTY VENTURES INC. and
CERTAIN SUBSIDIARIES OF LOYALTY VENTURES INC. IDENTIFIED HEREIN,
as the Guarantors,

BANK OF AMERICA, N.A.,
as Administrative Agent, Swing Line Lender and an L/C Issuer,

and

THE OTHER LENDERS PARTY HERETO

BANK OF AMERICA, N.A.,
DEUTSCHE BANK SECURITIES, MUFG BANK, LTD., RBC CAPITAL MARKETS, LLC, MORGAN STANLEY SENIOR FUNDING, INC., REGIONS CAPITAL MARKETS, A DIVISION OF REGIONS BANK, CITIZENS BANK, NATIONAL ASSOCIATION, FIFTH THIRD BANK, NATIONAL ASSOCIATION, TRUIST SECURITIES, INC., WELLS FARGO SECURITIES, LLC, MIZUHO BANK, LTD., JPMORGAN CHASE BANK, N.A.,
and
TEXAS CAPITAL BANK,
as Joint Lead Arrangers and Joint Bookrunners

SCHEDULES

EXHIBIT

CREDIT AGREEMENT

This CREDIT AGREEMENT ("Agreement") is entered into as of November 3, 2021, among LOYALTY VENTURES INC., a Delaware corporation (the "Company"), BRAND LOYALTY GROUP B.V., BRAND LOYALTY HOLDING B.V. and BRAND LOYALTY INTERNATIONAL B.V., each a Netherlands private limited company (each a "Netherlands Borrower"), certain other Subsidiaries of the Company party hereto pursuant to Section 2.15 (each a "Designated Borrower" and, together with the Company and the Netherlands Borrowers, the "Borrowers"), each Guarantor from time to time party hereto, each Lender from time to time party hereto, and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer.

The Company has requested that the Lenders provide revolving and term loan credit facilities for the purposes set forth herein, and the Lenders are willing to do so on the terms and conditions set forth herein.

In consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I.

DEFINITIONS AND ACCOUNTING TERMS

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

"Accepting Lenders" has the meaning specified in Section 10.01(c).

"Acquired Indebtedness" has the meaning specified in Section 7.03(i).

"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of any business or division of a Person, (b) the acquisition of in excess of fifty percent (50%) of the Equity Interests of any Person, or otherwise causing any Person to become a Subsidiary (other than the formation of a newly formed Subsidiary), or (c) a merger, amalgamation or consolidation or any other combination with another Person (other than a Person that is a Subsidiary before giving effect to such merger, amalgamation or consolidation, provided that the Company or a Subsidiary is the surviving or resulting entity).

"Additional Indebtedness" has the meaning specified in Section 7.03(h).

"Administrative Agent" means Bank of America (or any of its designated branch offices or affiliates) in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent.

"Administrative Agent's Office" means, with respect to any currency, the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02 with respect to such currency, or such other address or account with respect to such currency as the Administrative Agent may from time to time notify the Company and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in substantially the form of Exhibit F-2 or any other form approved by the Administrative Agent.

"ADS" means Alliance Data Systems Corporation, a Delaware corporation, and (prior to the Spinoff) the direct or indirect owner of 100% of the Equity Interests of the Company.

"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.

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

"Aggregate Commitments" means the Commitments of all the Lenders.

"Aggregate Revolving Commitments" means the Revolving Commitments of all the Revolving Lenders. The initial amount of the Aggregate Revolving Commitments in effect on the Closing Date is ONE HUNDRED AND FIFTY MILLION DOLLARS ($150,000,000).

"Agreed Currency" means Dollars or any Alternative Currency, as applicable.

"Agreement" means this Credit Agreement.

"Agreement Currency" has the meaning specified in Section 10.20.

"All-In-Yield" means, with respect to any Term Facility, the weighted average yield to maturity with respect to such Term Facility which shall take into account any interest rate margins, interest rate floors or similar devices and shall be deemed to include any original issue discount, any upfront fees (which shall be deemed to constitute like amounts of OID, with OID being equated to interest based on an assumed four-year Weighted Average Life) and any other fees (other than facility arrangement, underwriting or other closing fees and expenses not paid for the account of, or distributed to, all Lenders providing such Term Facility) paid or payable to such Lenders in connection with the initial primary syndication such Term Facility, in each case, as reasonably determined by the Administrative Agent in a manner consistent with customary financial practice based on the Weighted Average Life of such Term Facility, commencing from the borrowing date of such Term Facility and assuming that the interest rate (including the Applicable Rate) for such Term Facility in effect on such borrowing date (after giving effect to the Indebtedness incurred in connection with such Term Facility) shall be the interest rate for the entire Weighted Average Life of such Term Facility.

"Alternative Currency" means Euro, together with each other currency (other than Dollars) that is approved in accordance with Section 1.06; provided that for each Alternative Currency, such requested currency is an Eligible Currency.

"Alternative Currency Daily Rate" means, for any day, with respect to any Credit Extension denominated in any Alternative Currency (to the extent such Loans denominated in such currency will bear interest at a daily rate), the daily rate per annum as designated with respect to such Alternative Currency at the time such Alternative Currency is approved by the Administrative Agent and the relevant Revolving Lenders pursuant to Section 1.06(a) plus the adjustment (if any) determined by the Administrative Agent and the relevant Revolving Lenders pursuant to Section 1.06(a); provided, that, if any Alternative Currency Daily Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement. Any change in an Alternative Currency Daily Rate shall be effective from and including the date of such change without further notice.

"Alternative Currency Daily Rate Loan" means a Loan that bears interest at a rate based on the definition of "Alternative Currency Daily Rate." All Alternative Currency Daily Rate Loans must be denominated in an Alternative Currency.

"Alternative Currency Equivalent" means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternative Currency as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, by reference to Bloomberg (or such other publicly available service for displaying exchange rates), to be the exchange rate for the purchase of such Alternative Currency with Dollars at approximately 11:00 a.m. on the date two (2) Business Days prior to the date as of which the foreign exchange computation is made; provided, however, that if no such rate is available, the "Alternative Currency Equivalent" shall be determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, using any reasonable method of determination its deems appropriate in its sole discretion (and such determination shall be conclusive absent manifest error).

"Alternative Currency Loan" means an Alternative Currency Daily Rate Loan or an Alternative Currency Term Rate Loan, as applicable.

"Alternative Currency Scheduled Unavailability Date" has the meaning specified in Section 3.03(e).

"Alternative Currency Successor Rate" has the meaning specified in Section 3.03(e).

"Alternative Currency Term Rate" means, for any Interest Period, with respect to any Credit Extension:

(a) denominated in Euros, the rate per annum equal to the Euro Interbank Offered Rate ("EURIBOR"), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) on the day that is two TARGET Days preceding the first day of such Interest Period with a term equivalent to such Interest Period;

(b) denominated in any other Alternative Currency (to the extent such Loans denominated in such currency will bear interest at a term rate), the term rate per annum as designated with respect to such Alternative Currency at the time such Alternative Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.06(a) plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders pursuant to Section 1.06(a);

provided, that, if any Alternative Currency Term Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Alternative Currency Term Rate Loan" means a Loan that bears interest at a rate based on the definition of "Alternative Currency Term Rate." All Alternative Currency Term Rate Loans must be denominated in an Alternative Currency.

"Applicable Authority" means with respect to any Alternative Currency, the applicable administrator for the Relevant Rate for such Alternative Currency or any Governmental Authority having jurisdiction over the Administrative Agent or such administrator.

"Applicable Non-U.S. Obligor Documents" has the meaning specified in Section 5.25(a).

"Applicable Percentage" means with respect to any Lender at any time, (a) with respect to such Lender's Revolving Commitment at any time, the percentage (carried out to the ninth decimal place) of the Aggregate Revolving Commitments represented by such Lender's Revolving Commitment at such time, provided that if the commitment of each Lender to make Loans and the obligation of the L/C Issuers to make L/C Credit Extensions have been terminated pursuant to Section 8.02 or if the Aggregate Revolving Commitments have expired, then the Applicable Percentage of each Lender shall be determined based on the Applicable Percentage of such Lender most recently in effect, giving effect to any subsequent assignments; and (b) with respect to such Lender's portion of an outstanding Term Facility at any time, the percentage (carried out to the ninth decimal place) of the outstanding principal amount of such Term Facility held by such Lender at such time. The initial Applicable Percentage of each Lender is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto or in any documentation executed by such Lender in connection with an Incremental Facility. The Applicable Percentages shall be subject to adjustment as provided in Section 2.18.

"Applicable Rate" means (a) with respect to the Term B Loan, four and one half percent (4.50%) per annum in the case of Eurocurrency Rate Loans and three and one half percent (3.50%) per annum in the case of Base Rate Loans, (b) with respect to any Incremental Term Loan, the rate per annum set forth in the Incremental Facility Amendment establishing such Incremental Term Loans, subject, in the case of any Incremental Tranche B Term Loan, to the provisions of Section 2.16(j) and (c) with respect to Revolving Loans, the Term A Loan, Swing Line Loans, Letter of Credit Fees and the commitment fee payable pursuant to Section 2.10(a), the following percentages per annum, based upon the Consolidated Total Leverage Ratio as set forth in the most recent Compliance Certificate received by the Administrative Agent pursuant to Section 6.02(a):

Pricing Level	Consolidated Total Leverage Ratio	Eurocurrency Rate Loans / Alternative Currency Daily Rate Loans / Alternative Currency Term Rate Loans / Euro Swing Line Loans / Letter of Credit Fees	Base Rate Loans	Commitment Fee
1	> 4.25:1.00	3.75%	2.75%	0.50%
2	> 3.75.00:1.00 but ≤ 4.25:1.00	3.50%	2.50%	0.50%
3	> 3.25:1.00 but ≤ 3.75:1.00	3.25%	2.25%	0.45%
4	≤ 3.25:1.00	3.00%	2.00%	0.40%

Any increase or decrease in the Applicable Rate (other than with respect to the Term B Loan and any Incremental Term Loan) resulting from a change in the Consolidated Total Leverage Ratio shall become effective as of the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(a); provided, however, that if a Compliance Certificate is not delivered when due in accordance with such Section, then, upon the request of the Required Pro Rata Facilities Lenders, Pricing Level 1 shall apply as of the first Business Day after the date on which such Compliance Certificate was required to have been delivered and shall remain in effect until the first Business Day immediately following

the date on which such Compliance Certificate is delivered, whereupon the Applicable Rate (other than with respect to the Term B Loan and any Incremental Term Loan) shall be adjusted based upon the calculation of the Consolidated Total Leverage Ratio contained in such Compliance Certificate. The Applicable Rate (other than with respect to the Term B Loan and any Incremental Term Loan) in effect from the Closing Date through the first Business Day immediately following the date a Compliance Certificate is delivered pursuant to Section 6.02(a) for the fiscal quarter ending March 31, 2022 shall be determined based upon Pricing Level 2. Notwithstanding anything to the contrary contained in this definition, the determination of the Applicable Rate for any period shall be subject to the provisions of Section 2.11(b).

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

"Applicant Borrower" has the meaning specified in Section 2.15.

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

"Arrangers" means (a) with respect to the Term B Loan, each of the following in its capacity as a joint lead arranger and a joint bookrunner thereof: Bank of America, Deutsche Bank Securities Inc., MUFG Bank, Ltd., RBC Capital Markets, LLC, Morgan Stanley Senior Funding, Inc., Regions capital Markets, a division of Regions Bank, Citizens Bank, National Association, Fifth Third Bank, National Association, Truist Securities, Inc., Wells Fargo Securities, LLC, Mizuho Bank, Ltd., JPMorgan Chase Bank, N.A. and Texas Capital Bank, and (b) with respect to the Revolving Facility, each of the following in its capacity as a joint lead arranger and joint bookrunner thereof: Bank of America, Deutsche Bank Securities Inc., MUFG Bank, Ltd., RBC Capital Markets, LLC, Morgan Stanley Senior Funding, Inc., Regions capital Markets, a division of Regions Bank, Citizens Bank, National Association, Fifth Third Bank, National Association, Truist Securities, Inc., Wells Fargo Securities, LLC, Mizuho Bank, Ltd., JPMorgan Chase Bank, N.A. and Texas Capital Bank.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 10.06(b)), and accepted by the Administrative Agent, in substantially the form of Exhibit F-1 or any other form (including electronic documentation generated by use of an electronic platform) approved by the Administrative Agent.

"Attributable Indebtedness" means, with respect to any Person on any date, (a) in respect of any finance lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP, (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease payments under the relevant lease that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease were accounted for as a finance lease and (c) in respect of any Securitization Transaction (other than any securitization program that is not recorded as debt in accordance with GAAP), the amount of obligations outstanding on any date of determination that would be characterized as principal if such Securitization Transaction had been structured as a secured loan rather than a sale; provided that, for the avoidance of doubt, no obligations outstanding under any securitization program that is not recorded as debt in accordance with GAAP shall be deemed to be Attributable Indebtedness.

"Audited Financial Statements" means the audited combined balance sheet of the Company and its Subsidiaries for the fiscal year ended December 31, 2020, and the related combined statements of operations, comprehensive income, changes in equity and cash flows for such fiscal year of the Company and its Subsidiaries, including the notes thereto, with respect to the carve-out of the "LoyaltyOne" segment plus an allocation of certain corporate costs, all as contained in the Form 10.

"Authorization to Share Insurance Information" means the authorization, duly executed by the applicable Loan Party or Loan Parties, in form and substance reasonably acceptable to the Administrative Agent, authorizing the sharing of insurance information of the Loan Parties and their Subsidiaries.

"Auto-Extension Letter of Credit" has the meaning specified in Section 2.03(b)(iii).

"Auto-Reinstatement Letter of Credit" has the meaning specified in Section 2.03(b)(iv).

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

"Availability Period" means, with respect to the Revolving Commitments, the period from and including the Closing Date to the earliest of (a) the Maturity Date applicable to Revolving Loans, Swing Line Loans and Letters of Credit (and the related L/C Obligations), (b) the date of termination of the Aggregate Revolving Commitments pursuant to Section 2.07, and (c) the date of termination of the commitment of each Lender to make Revolving Loans and of the obligation of each L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

"Back-Up Indemnity Payment" has the meaning specified in Section 3.01(c).

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

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

"Bank of America" means Bank of America, N.A. and its successors.

"Bankruptcy Code" means the Federal Bankruptcy Reform Act of 1978 (11 U.S.C. § 101, et. seq.).

"Base Rate" means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus ½ of one percent (1.00%), (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate," and (c) the Eurocurrency Rate plus one percent (1.00%). The "prime rate" is a rate set by Bank of America based upon various factors including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced

rate. Any change in such prime rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change. If the Base Rate shall be less than (i) with respect to the Revolving Facility and the Term A Loan, 1.00%, such rate shall be deemed 1.00% for purposes of this Agreement and (ii) with respect to the Term B Loan, 1.50%, such rate shall be deemed 1.50% for purposes of this Agreement.

"Base Rate Loan" means a Loan that bears interest based on the Base Rate. All Base Rate Loans are only available for Loans denominated in Dollars.

"Basic ESTR" means, in relation to any day, ESTR for that day, and if that rate is less than zero, Basic ESTR shall be deemed to be zero.

"Benchmark" means, initially, LIBOR; provided that if a replacement of the Benchmark has occurred pursuant to Section 3.03(c), then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"Benchmark Replacement" means:

(1) For purposes of Section 3.03(c)(i), the first alternative set forth below that can be determined by the Administrative Agent:

(a) the sum of: (i) Term SOFR and (ii) 0.11448% (11.448 basis points) for an Available Tenor of one-month's duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months' duration, 0.42826% (42.826 basis points) for an Available Tenor of six-months' duration, and 0.71513% (71.513 basis points) for an Available Tenor of twelve-months' duration, or

(b) the sum of: (i) Daily Simple SOFR and (ii) 0.26161% (26.161 basis points);

provided that, if initially LIBOR is replaced with the rate contained in clause (b) above (Daily Simple SOFR plus the applicable spread adjustment) and subsequent to such replacement, the Administrative Agent determines that Term SOFR has become available and is administratively feasible for the Administrative Agent in its sole discretion, and the Administrative Agent notifies the Company and each Lender of such availability, then from and after the beginning of the Interest Period, relevant interest payment date or payment period for interest calculated, in each case, commencing no less than thirty (30) days after the date of such notice, the Benchmark Replacement shall be as set forth in clause (a) above; and

(2) for purposes of Section 3.03(c)(ii), the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Company as the replacement Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by a Relevant Governmental Body, for U.S. Dollar-denominated syndicated credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (1) or clause (2) above would be less than (i) with respect to the Revolving Facility and the Term A Loan, zero, such Benchmark Replacement shall be deemed zero for purposes of this Agreement and (ii) with respect to the Term B Loan, 0.50%, such Benchmark Replacement shall be deemed 0.50% for purposes of this Agreement.

Any Benchmark Replacement shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such Benchmark Replacement shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

"Benchmark Transition Event" means, with respect to any then-current Benchmark other than LIBOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark or a Governmental Authority with jurisdiction over such administrator announcing or stating that all Available Tenors are or will no longer be representative, or made available, or used for determining the interest rate of loans, or shall or will otherwise cease, provided that, at the time of such statement or publication, there is no successor administrator that is satisfactory to the Administrative Agent, that will continue to provide any representative tenors of such Benchmark after such specific date.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"Blocking Law" means (a) any provision of Council Regulation (EC) No 2271/96 of 22 November 1996 (or any law or regulation implementing such Regulation in any member state of the European Union or the United Kingdom) or (b) the Foreign Extraterritorial Measures Act (Canada) or any similar law in Canada (or any regulation implementing such law).

"BofA Securities" means BofA Securities, Inc.

"Borrower" and "Borrowers" each has the meaning specified in the introductory paragraph hereto.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means a borrowing consisting of simultaneous Loans of the same Type, in the same currency, and, in the case of Eurocurrency Rate Loans or Alternative Currency Term Rate Loans, having the same Interest Period made by each of the applicable Lenders pursuant to Section 2.01.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state where the Administrative Agent's Office is located; provided that:

(a) if such day relates to any interest rate settings as to a Eurocurrency Rate Loan denominated in Dollars, any fundings, disbursements, settlements and payments in Dollars in respect of any such Eurocurrency Rate Loan, or any other dealings in Dollars to be carried out pursuant to this Agreement in respect of any such Eurocurrency Rate Loan, means any such day that is also a London Banking Day;

(b) if such day relates to any interest rate settings as to an Alternative Currency Loan denominated in Euro, any fundings, disbursements, settlements and payments in Euro in respect of

any such Alternative Currency Loan, or any other dealings in Euro to be carried out pursuant to this Agreement in respect of any such Alternative Currency Loan, means a Business Day that is also a TARGET Day;

(c) if such day relates to any fundings, disbursements, settlements and payments in a currency other than Euro in respect of an Alternative Currency Loan denominated in a currency other than Euro, or any other dealings in any currency other than Euro to be carried out pursuant to this Agreement in respect of any such Alternative Currency Loan (other than any interest rate settings), means any such day on which banks are open for foreign exchange business in the principal financial center of the country of such currency.

"Canadian AML Acts" means applicable Canadian law regarding anti-money laundering, anti-terrorist financing and "know your client" matters, including the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

"Canadian Defined Benefit Pension Plan" means a Canadian Pension Plan that contains or has ever contained a "defined benefit provision" as such term is defined in Section 147.1(1) of the Income Tax Act (Canada).

"Canadian Pension Plan" means a pension plan or plan that is subject to applicable pension benefits legislation in any jurisdiction of Canada and that is organized and administered to provide pensions, pension benefits or retirement benefits for employees and former employees of any Loan Party or any Subsidiary thereof.

"Canadian Sanctions List" means the list of names subject to the Regulations Establishing a List of Entities made under subsection 83.05(1) of the Criminal Code (Canada), the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism, the United Nations Al-Qaida and Taliban Regulations and/or the Special Economic Measures Act (Canada).

"Canadian Security Agreements" means, collectively, (a) that certain Canadian Security and Pledge Agreement, dated as of the Closing Date, executed in favor of the Administrative Agent, for the benefit of the Secured Parties, by certain Loan Parties, (b) each deed of hypothec between a Loan Party and the Administrative Agent, for the benefit of the Secured Parties, as applicable and (c) that certain Canadian Pledge Agreement, dated as of the Closing Date, executed in favor of the Administrative Agent, for the benefit of the Secured Parties, by LVI Lux Financing.

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

"Cash Equivalents" means, at any date:

(a) securities issued or directly and fully guaranteed or insured by the United States or, in the case of a Non-U.S. Subsidiary, readily marketable obligations issued or directly and fully guaranteed or insured by the government of the country of such Non-U.S. Subsidiary, or any agency or instrumentality thereof (provided that the full faith and credit of the United States or, in the case of a Non-U.S. Subsidiary, the government of the country of such Non-U.S. Subsidiary, is pledged

in support thereof), having maturities of not more than three hundred sixty (360) days from the date of acquisition;

(b) (i) with respect to any U.S. Borrower or any U.S. Subsidiary, Dollar denominated time deposits, certificates of deposit and bankers' acceptances of (A) any Lender under the Revolving Facility, (B) any domestic commercial bank of recognized standing having capital and surplus in excess of $500,000,000 or (C) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (any such bank being a "U.S. Approved Bank") and (ii) with respect to the Company or any Non-U.S. Subsidiary, time deposits, certificates of deposit and bankers' acceptances denominated in (x) Dollars, (y) the currency of the country in which such Non-U.S. Subsidiary maintains its chief executive office and principal place of business, provided such country is a member of the Organization for Economic Cooperation and Development or (z) such currency acceptable to the Administrative Agent in its sole discretion, in each case, of (A) any Lender under the Revolving Facility, (B) any domestic commercial bank of recognized standing having capital and surplus in excess of $500,000,000, (C) a bank having capital and surplus in excess of $500,000,000 formed under any state, commonwealth, territory, province or similar political subdivision of the country in which such Non-U.S. Subsidiary maintains its chief executive office and principal place of business, provided such country is a member of the Organization for Economic Cooperation and Development, (D) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof or (E) a bank or other financial institution acceptable to the Administrative Agent in its sole discretion (any such bank being a "Non-U.S. Approved Bank" and together with any U.S. Approved Bank, each an "Approved Bank"), in each case with maturities of not more than two hundred seventy (270) days from the date of acquisition;

(c) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by, any domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody's and maturing within one hundred eighty (180) days of the date of acquisition;

(d) repurchase agreements entered into by any Person with a bank or trust company (including any Lender under the Revolving Facility) or recognized securities dealer having capital and surplus in excess of $500,000,000 for direct obligations issued by or fully guaranteed by the United States in which such Person shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least one hundred percent (100%) of the amount of the repurchase obligations;

(e) securities with maturities of one (1) year or less from the date of acquisition thereof issued or fully guaranteed by (i) any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory, the securities of any such state, commonwealth or territory being rated at least "Prime-1" (or the then equivalent grade) by Moody's or at least "A-1" (or the then equivalent grade) by S&P or (ii) solely with respect to any Non-U.S. Subsidiary, any state, commonwealth, territory, province or similar political subdivision of the country in which such Non-U.S. Subsidiary maintains its chief executive office and principal place of business, provided such country is a member of the Organization for Economic Cooperation and Development; and

(f) investments, classified in accordance with GAAP as current assets, in money market investment programs registered under the Investment Company Act of 1940 which have

the highest rating obtainable from either Moody's or S&P and the portfolios of which substantially all of the Investments in such portfolios are of the character described in the foregoing clauses (a) through (d).

"Cash Management Agreement" means any agreement that is not prohibited by the terms hereof to provide treasury or cash management services, including deposit accounts, overnight draft, cash pooling (including notional cash pooling), credit cards, debit cards, p-cards (including purchasing cards and commercial cards), funds transfer, automated clearinghouse, zero balance accounts, returned check concentration, controlled disbursement, lockbox, account reconciliation and reporting and trade finance services and other cash management services.

"Cash Management Bank" means any Person in its capacity as a party to a Cash Management Agreement that, (a) at the time it enters into a Cash Management Agreement with a Loan Party or any Subsidiary, is a Lender or an Affiliate of a Lender, or (b) at the time it (or its Affiliate) becomes a Lender, is a party to a Cash Management Agreement with a Loan Party or any Subsidiary, in each case in its capacity as a party to such Cash Management Agreement (even if such Person ceases to be a Lender or such Person's Affiliate ceased to be a Lender); provided, however, that for any of the foregoing to be included as a "Secured Cash Management Agreement" on any date of determination by the Administrative Agent, the applicable Cash Management Bank (other than the Administrative Agent or an Affiliate of the Administrative Agent) must have delivered a Secured Party Designation Notice to the Administrative Agent prior to such date of determination.

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

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

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) other than ADS becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of equity securities of the Company carrying thirty-five percent (35%) or more of the voting power of all outstanding equity securities of the Company on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right); or

(b) the Company fails to own and control, directly or indirectly, one hundred percent (100%) of the outstanding Equity Interests (other than (i) directors' qualifying shares and (ii) shares issued to foreign nationals to the extent required by applicable Law) of each other Borrower.

"Class" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans or Term Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Commitment, a Term A Loan Commitment or a Term B Loan Commitment.

"Closing Date" means November 3, 2021.

"Code" means the Internal Revenue Code of 1986.

"Collateral" means a collective reference to all property with respect to which Liens in favor of the Administrative Agent are purported to be granted pursuant to and in accordance with the Collateral Documents.

"Collateral Documents" means a collective reference to the Security Agreements, each Joinder Agreement and all other security or pledge agreements or documents as may be executed and delivered by any Loan Party pursuant to the terms of Section 6.15 or any of the Loan Documents.

"Commitment" means, as to each Lender, the Revolving Commitment of such Lender, the Term A Loan Commitment of such Lender and/or the Term B Loan Commitment of such Lender and shall include, as the context requires, any unfunded commitment of such Lender to fund any portion of an Incremental Term Loan.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. Section 1 *et seq.*).

"Communication" means this Agreement, any Loan Document and any document, any amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to any Loan Document.

"Company" has the meaning specified in the introductory paragraph hereto.

"Compliance Certificate" means a certificate substantially in the form of Exhibit E.

"Conforming Changes" means, with respect to the use, administration of or any conventions associated with any proposed Successor Rate for an Agreed Currency, any conforming changes to the definitions of "Base Rate" or "Interest Period", timing and frequency of determining rates and making payments of interest and other technical, administrative or operational matters (including, for the avoidance of doubt, the definition of "Business Day", timing of borrowing requests or prepayment, conversion or continuation notices and length of lookback periods) as may be appropriate, in the discretion of the Administrative Agent, to reflect the adoption and implementation of such applicable rate(s) and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice for such Agreed Currency (or, if the Administrative Agent determines that adoption of any portion of such market practice is not administratively feasible or that no market practice for the administration of such rate for such Agreed Currency exists, in such other manner of administration as the Administrative Agent determines is reasonably necessary in connection with the administration of this Agreement and any other Loan Document).

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

"Consolidated Current Assets" shall mean, as of any date of determination, all assets of the Company and its Subsidiaries (other than cash and Cash Equivalents) that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Company as current assets as of such date.

"Consolidated Current Liabilities" shall mean, as of any date of determination, all liabilities (without duplication) of the Company and its Subsidiaries that would, in accordance with GAAP, be classified on a consolidated balance sheet of the Company and its Subsidiaries as current liabilities as of such date; provided, however, that Consolidated Current Liabilities shall not include (a) current maturities of any long-term Indebtedness, (b) outstanding revolving loans and (c) the current portion of any other long-term liabilities.

"Consolidated EBITDA" means, for any period, for the Company and its Subsidiaries on a consolidated basis, an amount equal to Consolidated Net Income for such period plus (a) the following without duplication and to the extent deducted (and not added back) in calculating such Consolidated Net Income (other than clause (vi) below): (i) Consolidated Interest Charges for such period (other than the implicit financing costs in respect of Synthetic Lease Obligations), (ii) the provision for U.S. federal, state, local and non-U.S. Taxes by the Company and its Subsidiaries for such period, (iii) depreciation and amortization expense for such period, (iv) non-cash charges and purchase accounting deductions reducing such Consolidated Net Income, including (A) any write offs or write downs, (B) losses on sales, disposals or abandonment of, or any impairment charges or asset write offs related to, intangible assets, goodwill, long-lived assets and investments in debt and equity securities and (C) other non-cash charges, non-cash expenses or non-cash losses, provided that notwithstanding the foregoing, nothing contained in this clause (iv) shall exclude from the calculation of Consolidated EBITDA (1) any non-cash charge that is expected to be paid in cash in any future period or (2) any write-down of accounts receivable, (v) unusual or non-recurring expenses and charges for such period, and (vi) the amount of synergies and cost savings projected by the Company in good faith to be realized as a result of the Spinoff or any Permitted Acquisition so long as (A) such synergies and costs savings are (I) reasonably identifiable and factually supportable and (II) reasonably attributable to the Spinoff or such Permitted Acquisition and reasonably anticipated to result therefrom, and (B) the benefits resulting from the Spinoff or such Permitted Acquisition are reasonably expected to be realized within twelve (12) months of the closing date of the Spinoff or such Permitted Acquisition, provided that the aggregate amount added pursuant to the foregoing clauses (v) and (vi) shall not exceed twenty-five percent (25%) of Consolidated EBITDA (calculated prior to giving effect to any such adjustment made pursuant to the foregoing clauses (v) or (vi)) for such period and (vii) the amount of any costs, charges, accruals, reserves or expenses attributable to the undertaking and/or implementation of cost savings initiatives, operating expense reductions, operating improvements, product margin synergies and product cost and other synergies and similar initiatives, integration, transition, reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, restructuring costs (including those related to tax restructurings), charges, accruals, reserves or expenses attributable to the undertaking and/or implementation of cost savings initiatives, operating expense reductions, business optimization and other restructuring costs, charges, accruals, reserves and expenses (including, but not limited to, costs related to the opening, pre-opening, closure, relocation and/or consolidation of locations, recruitment expenses (including headhunter fees and relocation expenses), severance payments, and professional and consulting fees incurred in connection with any of the foregoing); provided that the aggregate amount added pursuant to this clause (vii) shall not exceed in any measurement period the greater of (A) $10,000,000 and (B) 5% of Consolidated EBITDA (calculated prior to giving effect to any such adjustment made pursuant to the foregoing clause (vii)) for such period, minus (b) the following without duplication and to the extent included (and not deducted) in calculating such Consolidated Net Income: (i) U.S. federal, state, local and non-U.S. Tax recoveries of the Company and its Subsidiaries for such

period, (ii) non-cash items (excluding (A) any non-cash recovery that is expected to be received in cash in any future period and (B) any reversal of a write-down of current assets) increasing Consolidated Net Income for such period and (iii) unusual or non-recurring gains for such period incurred outside the ordinary course of business; provided that in the event of the acquisition by the Company or a Subsidiary of a newly acquired Subsidiary or operation (as such term is used in the definition of "Pro Forma Basis"), Consolidated EBITDA will include the Target EBITDA of the newly acquired Subsidiary or operation on a Pro Forma Basis in accordance with the terms of the definition of "Pro Forma Basis".

"Consolidated Excess Cash Flow" means, for any period for the Company and its Subsidiaries on a consolidated basis, an amount (if positive) equal to Consolidated Net Income for such period plus (a) the following without duplication: (i) an amount equal to any net decrease in Consolidated Working Capital from the first day to the last day of such period, (ii) to the extent not included in Consolidated Net Income, any cash gains and income (actually received in cash) during such period and (iii) the amount of all non-cash losses, charges and expenses deducted in calculating Consolidated Net Income including for depreciation and amortization for such period, minus (b) the following without duplication: (i) Consolidated Interest Charges actually paid in cash for such period, (ii) cash Taxes paid by the Company and its Subsidiaries during such period, (iii) the amount of (A) all scheduled payments of principal on Consolidated Funded Indebtedness (including the Term Loans) actually paid in such period and (B) all optional prepayments of principal on Consolidated Funded Indebtedness (other than Revolving Loans and the Term Loans) actually paid in cash in such period (in the case of revolving credit facilities, solely to the extent the commitments with respect thereto are permanently reduced), (iv) an amount equal to any net increase in Consolidated Working Capital from the first day to the last day of such period, (v) the amount of (A) any non-cash gains and income included in calculating Consolidated Net Income for such period and (B) all cash expenses, charges and losses excluded in arriving at such Consolidated Net Income, in each case, to the extent not financed with the proceeds of long-term, non-revolving Indebtedness, (vi) any required up-front cash payments in respect of Swap Contracts to the extent not financed with the proceeds of long-term, non-revolving Indebtedness and not deducted in arriving at such Consolidated Net Income, (vii) any cash payments actually made during such period that represent a non-cash charge from a previous period and deducted in calculating Consolidated Excess Cash Flow in a previous period, (viii) the aggregate amount of expenditures actually made by the Company or any of its Subsidiaries in cash during such period for the payment of financing fees, rent and pension and other retirement benefits to the extent that such expenditures are not from such period, (ix) capital expenditures actually paid in cash by the Company or any Subsidiary, (x) the aggregate amount actually paid in cash by the Company and its Subsidiaries on account of Permitted Investments, (xi) to the extent not deducted in the calculation of Consolidated Net Income for such period, the amount of Restricted Payments pursuant to Section 7.06(d) and (e) (or otherwise consented to by the Required Lenders) made in cash, and (xii) without duplication, the aggregate amount of cash payments made in respect of finance leases for such period; provided that in the case of each of the preceding clauses (b)(viii) through (b)(xi), such amount shall be deducted only to the extent any such amount is (I) paid (1) during such period (other than any such amount paid during such period but prior to the Consolidated Excess Cash Flow Prepayment Date for the immediately preceding period and previously deducted from Consolidated Excess Cash Flow for the immediately preceding period) or (2) following the end of such period but prior to the Consolidated Excess Cash Flow Prepayment Date for such period and, upon the election of the Company by written notice delivered to the Administrative Agent prior to the Consolidated Excess Cash Flow Prepayment Date for such period, deducted from Consolidated Excess Cash Flow for such period and (II) not financed with long-term, non-revolving Indebtedness.

"Consolidated Excess Cash Flow Prepayment Date" has the meaning specified in Section 2.06(b)(iii).

"Consolidated Funded Indebtedness" means, as of any date of determination, for the Company and its Subsidiaries on a consolidated basis, the sum of (a) the outstanding principal amount of all obligations,

whether current or long-term, for borrowed money (including Obligations hereunder) and all obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments, (b) all purchase money Indebtedness, (c) all drawn and unreimbursed obligations (whether direct or contingent) arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments, (d) all obligations in respect of the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business), (e) all Attributable Indebtedness, (f) without duplication, all Guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) through (e) above of Persons other than the Company or any Subsidiary, and (g) all Indebtedness of the types referred to in clauses (a) through (f) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which the Company or a Subsidiary is a general partner or joint venturer, unless such Indebtedness is expressly made non-recourse to the Company or such Subsidiary.

"Consolidated Interest Charges" means, for any period, for the Company and its Subsidiaries on a consolidated basis, the sum of (a) all interest, premium payments, debt discount, fees, charges and related expenses of the Company and its Subsidiaries in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest in accordance with GAAP, and (b) the portion of rent expense of the Company and its Subsidiaries with respect to such period under finance leases that is treated as interest in accordance with GAAP.

"Consolidated Net Income" means, for any period, for the Company and its Subsidiaries on a consolidated basis, the net earnings of the Company and its Subsidiaries (excluding extraordinary gains and extraordinary losses) for that period.

"Consolidated Secured Indebtedness" means, as of any date of determination, for the Company and its Subsidiaries on a consolidated basis, all Consolidated Funded Indebtedness secured by Liens.

"Consolidated Secured Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Secured Indebtedness as of such date to (b) Consolidated EBITDA for the period of the four (4) fiscal quarters most recently ended.

"Consolidated Total Leverage Ratio" means, as of any date of determination, the ratio of (a) Consolidated Funded Indebtedness as of such date to (b) Consolidated EBITDA for the period of the four (4) fiscal quarters most recently ended.

"Consolidated Working Capital" means, as of any date of determination, Consolidated Current Assets as of such date minus Consolidated Current Liabilities as of such date; provided that there shall be excluded (a) the effect of reclassification during such period between current assets and long term assets and current liabilities and long term liabilities (with a corresponding restatement of the prior period to give effect to such reclassification), (b) the effect of any Disposition of any Person, facility or line of business or acquisition of any Person, facility or line of business during such period, (c) the effect of any fluctuations in the amount of accrued and contingent obligations under any Swap Contract, (d) the application of purchase or recapitalization accounting and (e) non-cash changes in redemption settlement assets related to unrealized gains and losses reported as a component of accumulated other comprehensive income (loss).

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

"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. Without limiting the generality of the foregoing, a Person shall be deemed to be Controlled by another Person if such other Person possesses, directly or indirectly, power to vote fifteen percent (15%) or more of the securities having ordinary voting power for the election of directors, managing general partners or the equivalent.

"Controlled Account" means each deposit account and securities account that is subject to an account control agreement and/or blocked account agreement in form and substance reasonably satisfactory to the Administrative Agent and the applicable L/C Issuer.

"Corresponding Debt" has the meaning specified in Section 10.24(a).

"Credit Extension" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"Credit Party" means each L/C Issuer, the Swing Line Lender, and each Lender.

"Daily Simple SOFR" with respect to any applicable determination date means the secured overnight financing rate ("SOFR") published on such date 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 (or any successor source).

"Debt Issuance" means the issuance by any Loan Party or any of their respective Subsidiaries of any Indebtedness other than Indebtedness permitted under Section 7.03.

"Debtor Relief Laws" means the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-Up and Restructuring Act (Canada), the Dutch Bankruptcy Code (Faillissementswet), and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, Canada or other applicable jurisdictions (including any applicable foreign jurisdiction) from time to time in effect and affecting the rights of creditors generally.

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

"Default Rate" means (a) when used with respect to Obligations other than Letter of Credit Fees, an interest rate equal to (i) the Base Rate plus (ii) the Applicable Rate, if any, applicable to Base Rate Loans plus (iii) 2% per annum; provided, however, that with respect to a Eurocurrency Rate Loan or an Alternative Currency Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Loan plus 2% per annum, and (b) when used with respect to Letter of Credit Fees, a rate equal to the Applicable Rate plus 2% per annum.

"Defaulting Lender" means, subject to Section 2.18(b), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two (2) Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Company in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, any L/C Issuer, the Swing Line Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swing Line Loans) within two (2) Business Days of the date when due, (b) has notified the Company, the Administrative Agent, any L/C Issuer or the Swing Line Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public

statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three (3) Business Days after written request by the Administrative Agent or the Company, to confirm in writing to the Administrative Agent and the Company that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Company), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation, the Canada Deposit Insurance Corporation or any other state, provincial or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or (unless such Lender is an agent for all purposes of Her Majesty in right of Canada) from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.18(b)) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Company, the L/C Issuers, the Swing Line Lender and each other Lender promptly following such determination.

"Designated Borrower" has the meaning specified in the introductory paragraph hereto.

"Designated Borrower Notice" has the meaning specified in Section 2.15.

"Designated Borrower Request and Assumption Agreement" has the meaning specified in Section 2.15.

"Designated Lender" has the meaning specified in Section 2.19.

"Designated Jurisdiction" means any country or territory to the extent that such country or territory itself is the subject of any comprehensive Sanction (currently, Crimea, Cuba, Iran, North Korea, and Syria).

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any Sale and Leaseback Transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Disposition Reserves" has the meaning specified in the definition of "Net Cash Proceeds".

"Disqualified Institution" means, on any date, (a) as of the Closing Date, any Person set forth on Schedule 10.06, (b) following the Closing Date, any other Person that is a competitor of the Company or any of its Subsidiaries, which Person has been designated by the Company as a "Disqualified Institution" by written notice (specifying such Person by legal name) to the Administrative Agent and the Lenders (by posting such notice to the Platform) not less than two (2) Business Days prior to such date and (c) any

Affiliates of any such entities identified under clauses (a) and (b) of this definition that are either (i) clearly identifiable as Affiliates on the basis of such Affiliate's legal name or (ii) identified in writing by legal name in a written notice to the Administrative Agent and the Lenders not less than 2 Business Days prior to such date; provided, that, the foregoing shall not apply to retroactively disqualify any Person that has previously acquired an assignment in the Loans or Commitments under this Agreement to the extent that any such Person was not a Disqualified Institution at the time of the applicable assignment; provided, further, that "Disqualified Institutions" shall exclude (i) any Person that the Company has designated as no longer being a "Disqualified Institution" by written notice delivered to the Administrative Agent and the Lenders from time to time and (ii) any bona fide debt fund or investment vehicle of any competitor of the Company that is engaged in making, purchasing, holding or otherwise investing in commercial loans, fixed-income instruments, bonds and similar extensions of credit in the ordinary course of business with separate fiduciary duties to investors in such fund or vehicle.

"Dollar" and "$" mean lawful money of the United States.

"Dollar Equivalent" means, for any amount, at the time of determination thereof, (a) if such amount is expressed in dollars, such amount, (b) if such amount is expressed in an Alternative Currency, the equivalent of such amount in dollars determined by using the rate of exchange for the purchase of dollars with the Alternative Currency last provided (either by publication or otherwise provided to the Administrative Agent or the applicable L/C Issuer, as applicable) by the applicable Bloomberg source (or such other publicly available source for displaying exchange rates) on date that is two (2) Business Days immediately preceding the date of determination (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in dollars as determined by the Administrative Agent or the applicable L/C Issuer, as applicable, using any method of determination it deems appropriate in its sole discretion) and (c) if such amount is denominated in any other currency, the equivalent of such amount in dollars as determined by the Administrative Agent or the applicable L/C Issuer, as applicable, using any method of determination it deems appropriate in its sole discretion. Any determination by the Administrative Agent or the applicable L/C Issuer pursuant to clauses (b) or (c) above shall be conclusive absent manifest error.

"DQ List" has the meaning specified in Section 10.06(h)(iv).

"Dutch Fiscal Unity" means a fiscal unity (*fiscale eenheid*) for Dutch Corporate income tax or value added tax purposes.

"Dutch Loan Party" means a Loan Party resident for tax purposes in the Netherlands and includes any Loan Party carrying on a business through a permanent establishment or deemed permanent establishment taxable in the Netherlands.

"Dutch Security Agreements" means (a) that certain Dutch Security Agreement, dated the Closing Date, executed in favor of the Administrative Agent by certain Loan Parties and (b) the Dutch Share Pledges, dated the Closing Date, executed in favor of the Administrative Agent by certain Loan Parties.

"Early Opt-in Effective Date" means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Required Lenders.

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

(a) a determination by the Administrative Agent, or a notification by the Company to the Administrative Agent that the Company has made a determination, that U.S. Dollar-denominated syndicated credit facilities currently being executed, or that include language similar

to that contained in Section 3.03(c), are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace LIBOR, and

(b) the joint election by the Administrative Agent and the Company to replace LIBOR with a Benchmark Replacement and the provision by the Administrative Agent of written notice of such election to the Lenders.

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

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

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

"Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

"Eligible Assignee" means any Person that meets the requirements to be an assignee under Section 10.06(b) (subject to such consents, if any, as may be required under Section 10.06(b)(iii)). For the avoidance of doubt, any Disqualified Institution is subject to Section 10.06(h).

"Eligible Currency" means any lawful currency other than Dollars that is readily available, freely transferable and convertible into Dollars in the international interbank market available to the Revolving Lenders in such market and as to which a Dollar Equivalent may be readily calculated. If, after the designation by the Revolving Lenders or the applicable L/C Issuer, as applicable, of any currency as an Alternative Currency, any change in currency controls or exchange regulations or any change in the national or international financial, political or economic conditions are imposed in the country in which such currency is issued, result in, in the reasonable opinion of the Administrative Agent or the Required Revolving Lenders (in the case of any Revolving Loans to be denominated in an Alternative Currency) or the applicable L/C Issuer (in the case of any Letter of Credit to be denominated in an Alternative Currency), (a) such currency no longer being readily available, freely transferable and convertible into Dollars, (b) a Dollar Equivalent is no longer readily calculable with respect to such currency, (c) providing such currency is impracticable for the Revolving Lenders or (d) no longer a currency in which the Required Revolving Lenders are willing to make such Credit Extensions (each of clauses (a), (b), (c), and (d) a "Disqualifying Event"), then the Administrative Agent shall promptly notify the Revolving Lenders, the L/C Issuers and the Company, and such country's currency shall no longer be an Alternative Currency until such time as the Disqualifying Event(s) no longer exist. Within five (5) Business Days after receipt of such notice from the Administrative Agent, the applicable Borrowers shall repay all Revolving Loans denominated in such currency to which the Disqualifying Event applies or convert such Revolving Loans into the Dollar Equivalent of Loans in Dollars, subject to the other terms contained herein.

"Environmental Laws" means any and all federal, state, provincial, territorial, local, foreign and other applicable statutes, laws, regulations, ordinances, rules, judgments, orders, decrees or agreements with Governmental Authorities relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Company, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials 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.

"Environmental Permit" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

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

"ERISA" means the Employee Retirement Income Security Act of 1974.

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

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of the Company or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Company or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is insolvent within the meaning of Section 4245 of ERISA; (d) the filing of a notice of intent to terminate or the treatment of a Pension Plan or Multiemployer Plan amendment as a termination under Section 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (g) the determination that any Pension Plan is considered in at-risk status (within the meaning of Section 430 of the Code or Section 303 of ERISA) or that a Multiemployer Plan is in endangered or critical status (within the meaning of Section 432 of the Code or Section 305 of ERISA); or (h) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Company or any ERISA Affiliate.

"ESTR" means, in relation to any day:

(a) the Euro short-term rate administered by the European Central Bank (or any other person which takes over the administration of that rate) displayed (before any correction, recalculation or republication by the administrator) on page "EUROSTR=" of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate); or

(b) if the rate otherwise to be determined by clause (a) is not available for ESTR for any day the applicable ESTR shall the equal the rate notified to the Administrative Agent by the Swing Line Lender as soon as practicable, and in any event before interest is due to be paid in respect of that Swing Line Loan, to be that which expresses as a percentage rate per annum the cost to the relevant Swing Line Lender of funding its participation in that Swing Line Loan for that day from whatever source it may reasonably select;

provided that if any day during an Interest Period for a Euro Swing Line Rate Loan is not a TARGET Day, ESTR on that day will be ESTR applicable on the immediately preceding TARGET Day.

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

"Euro" and "€" mean the single currency of the Participating Member States.

"Euro Swing Line Loan" has the meaning specified in Section 2.05(a)

"Euro Swing Line Rate Loan" means any Swing Line Loan bearing interest at a rate determined by reference to ESTR.

"Euro Swing Line Sublimit" means an amount equal to the lesser of (a) $10,000,000, as such amount may be adjusted from time to time in accordance with this Agreement, and (b) the Aggregate Revolving Commitments less the U.S. Dollar Swing Line Sublimit at such time. The Euro Swing Line Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments.

"Eurocurrency Rate" means, for any Interest Period with respect to any Credit Extension:

(a) denominated in Dollars, the rate per annum equal to the London Interbank Offered Rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for such currency for a period equal in length to such Interest Period) ("LIBOR"), as published on the applicable Bloomberg screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) at or about 11:00 a.m. (London time) on the Rate Determination Date, for deposits in the relevant currency, with a term equivalent to such Interest Period;

(b) for any interest calculation with respect to a Base Rate Loan on any date, the rate per annum equal to LIBOR, at or about 11:00 a.m., London time determined two London Banking Days prior to such date for U.S. Dollar deposits with a term of one month commencing that day; and

(c) if the Eurocurrency Rate shall be less than (i) with respect to the Revolving Facility and the Term A Loan, zero, such rate shall be deemed zero for purposes of this Agreement and (ii) with respect to the Term B Loan, 0.50%, such rate shall be deemed 0.50% for purposes of this Agreement.

"Eurocurrency Rate Loan" means a Loan that bears interest at a rate based on clause (a) of the definition of "Eurocurrency Rate". Eurocurrency Rate Loans may only be denominated in Dollars.

"European Insolvency Regulation" means Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast).

"Event of Default" has the meaning specified in Section 8.01.

"Excluded Accounts" means any (a) account solely used as a payroll account, (b) zero balance account, (c) account solely used as a withholding tax, trust or fiduciary account, in each case, for the benefit of third parties (other than Loan Parties), and (d) account solely used as a pension fund, escrow (including, without limitation, any escrow accounts for the benefit of any Loan Party's customers but excluding any escrow accounts for the benefit of any Loan Party).

"Excluded Property" means, with respect to any Loan Party, (a) any owned or leased real property, (b) Excluded Accounts and any deposit accounts or securities accounts (for which a perfected Lien thereon is not effected either by filing of a PPSA financing statement or an RPMRR (Quebec) registration), (c) [reserved], (d) any Equity Interests of any Person that is not a Subsidiary, to the extent an assignment, pledge or grant thereof requires, pursuant to the constituent documents of such Person or any related joint venture, shareholder or similar agreement binding on any shareholder, partner or member of such Person, the consent of any governing body or of Persons (other than the Company or any of its Subsidiaries) holding Equity Interests in such Person and such consent shall not have been obtained, (e) any property which, subject to the terms of Section 7.09, is subject to a Lien of the type described in Section 7.01(i) pursuant to documents which prohibit such Loan Party from granting any other Liens in such property, (f) any lease, license, contract, property rights or agreement to which such Loan Party is a party or any of its respective rights or interests therein and property subject thereto if and for so long as the grant of a security interest therein shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Loan Party therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement or under applicable law (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC or pursuant to the PPSA (or any successor provision or provisions) or any other applicable law of the Netherlands or Luxembourg); provided that to the extent permitted under local law, a security interest shall attach immediately (and such lease, license, contract, property rights or agreement or the rights or interest therein or property thereunder, as applicable, shall immediately cease to be Excluded Property) at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied, and, to the extent severable, shall attach immediately to any portion of such lease, license, contract, property rights or agreement or the rights or interests therein or property thereunder (and such portion of such lease, license, contract, property rights or agreement or the rights or interests therein or property thereunder shall immediately cease to be Excluded Property) that does not result in any of the consequences specified in the foregoing clauses (i) or (ii); provided, further, that in any jurisdiction where a security interest in favor of the Administrative Agent shall not immediately attach when such lease, license, contract, property rights or agreement or the rights or interests therein or property thereunder shall cease to constitute Excluded Property, upon the written request of the Administrative Agent such Loan Party Agent shall use commercially reasonable efforts to cause a security interest in favor of the Administrative Agent to attach thereto, (g) at any time any Permitted Securitization Transaction is outstanding, (i) any Securitized Asset that is subject thereto and (ii) the Equity Interests of the Special Purpose Subsidiary for such Permitted Securitization Transaction, (h) at any time any Permitted Receivables Transaction is outstanding, the accounts receivable subject thereto, (i) consumer goods (as defined under the PPSA) and the last day of the term of any lease or agreement for lease of real property, (j) redemption settlement assets of LoyaltyOne, Co. that are required to be reserved for collectors in the AIR MILES® Reward Program, together with all investments thereof and all interest, dividends and other amounts earned or derived therefrom, (k) tax refund

proceeds subject to rights of ADS under the Form 10 Transaction Documents, (l) motor vehicles and other assets subject to certificates of title, to the extent a Lien thereon cannot be perfected by the filing of a UCC or PPSA financing statement (or analogous procedures under applicable Laws in Canada or the Netherlands), and (m) other assets for which the cost or other negative consequence of obtaining or perfecting a security interest exceeds is excessive in relation to the value to the Lenders of obtaining or perfecting such security interests, as determined by the Administrative Agent in its sole discretion; provided, however, that the security interest granted under the Loan Documents in favor of the Administrative Agent shall attach immediately to any asset of such Loan Party at such time as such asset ceases to meet any of the criteria for "Excluded Property" described in any of the foregoing clauses (a) through (m), including if the terms of the agreement(s) relating thereto that prohibit or limit the pledge or granting of security interest therein, that would give rise to a violation or invalidation of the agreement(s) with respect thereto, (i) are no longer in effect or (ii) have been waived by the other party to any such lease, license or other agreement.

"Excluded Subsidiary" means (a) each Subsidiary of the Company organized in a jurisdiction other than the United States, Canada, the Netherlands and Luxembourg, (b) LoyaltyOne Travel Services Co., a Nova Scotia unlimited company, but only so long as it, together with its direct and indirect Subsidiaries, has total Gross Assets of less than $50,000,000 (it being understood that in such case, joining such Subsidiary as a Guarantor shall be subject to a cost-benefit analysis between the Company and the Administrative Agent), (c) Merison Retail B.V., Merison Group B.V., Max Holding B.V., Edison International Concept & Agencies B.V., and Brand Loyalty Special Promotions B.V., provided that any such entity shall cease to be an Excluded Subsidiary, and shall at such time otherwise be subject to the provisions hereof, if it either (i) is not an Immaterial Subsidiary at any time or (ii) has not been dissolved by no later than the date that is 2 years after the Closing Date (or such later date as the Administrative Agent may agree), (d) any Special Purpose Subsidiary, (e) any Subsidiary that is prohibited by applicable Law or Contractual Obligation existing on the Closing Date (or, with respect to any Subsidiary acquired by the Company or a Subsidiary (and so long as such Contractual Obligation was not incurred in contemplation of such acquisition), on the date such Subsidiary is so acquired) from providing the Guaranty, or if such Guaranty would require the consent, approval, license or authorization of any Governmental Authority or other third party, unless such consent, approval, license or authorization has been received, (f) each Subsidiary of the Company that is a joint venture or that is not a wholly-owned Subsidiary (provided that this clause (f) shall not apply to any Subsidiary that is not wholly-owned by virtue of either (A) the issuance of directors qualifying shares or similar shares under relevant Law or (B) a *de minimis* portion of the Equity Interests of such Loan Party being held by a Person that is not an Affiliate of the Company other than for a bona fide business purpose (and not to evade the collateral and guarantee requirements under this Agreement or the other Loan Documents)) and (g) any other Subsidiary with respect to which the Administrative Agent and the Company reasonably agree that the burden or cost of providing the Guaranty shall outweigh the benefits to be obtained by the Lenders therefrom. Notwithstanding anything to the contrary in this Agreement, neither any Borrower (including, for the avoidance of doubt, any Designated Borrower) nor any Subsidiary that is part of a "Dutch Fiscal Unity" with any Borrower or any Guarantor shall in any such case constitute an Excluded Subsidiary.

"Excluded Swap Obligation" means, with respect to any Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Guaranty of such Loan Party of, or the grant under a Loan Document by such Loan Party of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act (or the application or official interpretation thereof) by virtue of such Loan Party's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to any applicable "keepwell" provisions in any Loan Document and any and all Guarantees of such Loan Party's Swap Obligations by other Loan Parties) at the time the Guaranty of such Loan Party, or grant by such Loan Party of a security interest, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a

Master Agreement governing more than one Swap Contract, such exclusion shall apply to only the portion of such Swap Obligation that is attributable to Swap Contracts for which such Guaranty or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to any Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the Laws of, or having its principal office or, in the case of any Lender, its Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a Law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the Company under Section 10.13) or (ii) such Lender changes its Lending Office, except in each case to the extent that, pursuant to Section 3.01(a)(ii), 3.01(a)(iii) or 3.01(c), amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its Lending Office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.01(e) and (d) any U.S. federal withholding Taxes imposed pursuant to FATCA.

"Existing Credit Agreement" means that certain Secured Facilities Agreement, dated April 3, 2020, between Brand Loyalty Group B.V., certain subsidiaries of Brand Loyalty Group B.V. party thereto, Deutsche Bank AG, Amsterdam and Coöperatieve Rabobank U.A. ("Rabobank"), as arrangers, the financial institutions party thereto as lenders, and Rabobank, as facility agent and as security agent.

"Existing Letters of Credit" means those certain letters of credit set forth on Schedule 1.01. Existing Letters of Credit shall be deemed, as of the Closing Date, to be outstanding under the Revolving Facility.

"FATCA" means Sections 1471 through 1474 of the Code, as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, 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 Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of one percent (1%)) charged to Bank of America on such day on such transactions as determined by the Administrative Agent and (c) if the Federal Funds Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Fee Letters" means, collectively or individually as the context may indicate, each of (a) the letter agreement, dated as of September 29, 2021 among the Company, BofA Securities and Bank of America and (b) the letter agreement, dated as of September 29, 2021 among the Company, BofA Securities and each Arranger.

"Form 10" means the Form 10 (together with any exhibits thereto) filed with the SEC in the Company's name relating to the Spinoff.

"Form 10 Transaction Documents" means the agreements entered into among ADS, the Company, and certain of their Subsidiaries in connection with the Form 10 Transactions, including (a) a Separation and Distribution Agreement, (b) a Transition Services Agreement, (c) a Tax Matters Agreement, (d) an Employee Matters Agreement, and (e) a Registration Rights Agreement, which documents shall collectively govern the terms of the post-Spinoff sharing and allocations of assets and liabilities, services (and the sharing thereof), tax matters, employees and securities offering registrations.

"Form 10 Transactions" means the individual transactions entered into in connection with the Spinoff on substantially the same terms as set forth in the Form 10 and Form 10 Transaction Documents (with non-material changes or other additional non-material transactions, steps or terms that are not adverse to any material interest of the Lenders being considered to be "on substantially the same terms" as the other transactions (including payments) contemplated by the Form 10 Transaction Documents).

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

"Fronting Exposure" means, at any time there is a Defaulting Lender, (a) with respect to each L/C Issuer, such Defaulting Lender's Applicable Percentage of the Outstanding Amount of all outstanding L/C Obligations relating to Letters of Credit issued by such L/C Issuer other than L/C Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to the Swing Line Lender, such Defaulting Lender's Applicable Percentage of Swing Line Loans other than Swing Line Loans as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders in accordance with the terms hereof.

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

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

"Governmental Authority" means the government of the United States, Canada or any other nation, or of any political subdivision thereof, whether state, provincial, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including, without limitation, the Financial Conduct Authority, the Prudential Regulation Authority and any supra-national bodies such as the European Union or the European Central Bank).

"Gross Assets" means, with respect to any Person (or any consolidated group of Persons) as of any date of measurement, the sum of the book value of the gross assets of such Person (or such consolidated group of Persons), as determined in accordance with GAAP.

"Guarantee" means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the "primary obligor") in any manner, whether

directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided, however, with respect to any Guarantee described in clause (b) above, to the extent the Indebtedness or obligation secured thereby has not been assumed by the guarantor or is nonrecourse to the guarantor, the amount of such Guarantee shall be deemed to be an amount equal to the lesser of the fair market value of the assets subject to such Lien or the Indebtedness or obligation secured thereby. The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"Guaranty" means, collectively, the Guarantee made by the Guarantors under Article XI in favor of the Secured Parties, together with each other guaranty delivered pursuant to Section 6.14.

"Guarantors" means, collectively, each Borrower, the Subsidiaries of the Company listed on Schedule 6.14 as of the Closing Date and each other Subsidiary of the Company that shall be required to execute and deliver a guaranty or guaranty supplement pursuant to Section 6.14; provided that, if a Subsidiary is released from its obligations as a Guarantor hereunder as provided in Section 9.10(c), such Subsidiary shall cease to be a Guarantor hereunder effective upon such release.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances 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.

"Hedge Bank" means any Person in its capacity as a party to a Swap Contract that, **(**a**)** at the time it enters into a Swap Contract not prohibited under Article VII, is a Lender or an Affiliate of a Lender, or (b) at the time it (or its Affiliate) becomes a Lender, is a party to a Swap Contract not prohibited under Article VII, in each case, in its capacity as a party to such Swap Contract (even if such Person ceases to be a Lender or such Person's Affiliate ceased to be a Lender); provided, in the case of a Secured Swap Contract with a Person who is no longer a Lender (or Affiliate of a Lender), such Person shall be considered a Hedge Bank only through the stated termination date (without extension or renewal) of such Secured Swap Contract and provided, further, that for any of the foregoing to be included as a "Secured Swap Contract" on any date of determination by the Administrative Agent, the applicable Hedge Bank (other than the Administrative Agent or an Affiliate of the Administrative Agent) must have delivered a Secured Party Designation Notice to the Administrative Agent prior to such date of determination.

"HMT" has the meaning specified in the definition of "Sanction(s)".

"Honor Date" has the meaning specified in Section 2.03(c).

"Hypothecary Representative" has the meaning specified in Section 9.01.

"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements delivered under or referred to herein.

"Immaterial Subsidiary" means any Subsidiary of the Company that, together with its direct and indirect Subsidiaries, has total Gross Assets of less than $50,000,000.

"Impacted Loans" has the meaning specified in Section 3.03.

"Incremental Facilities" has the meaning specified in Section 2.16.

"Incremental Facility Amendment" has the meaning specified in Section 2.16.

"Incremental Facility Commitment" has the meaning specified in Section 2.16(g).

"Incremental Revolving Increase" has the meaning specified in Section 2.16.

"Incremental Term Facility" has the meaning specified in Section 2.16.

"Incremental Term Loan" means a term loan made by a Lender to the Company under an Incremental Term Facility.

"Incremental Tranche A Facility Commitment" means an Incremental Facility Commitment in respect of an Incremental Tranche A Term Facility.

"Incremental Tranche A Term Facility" has the meaning specified in Section 2.16(h).

"Incremental Tranche A Term Loan" means a term loan made by a Lender to the Company under an Incremental Tranche A Term Facility.

"Incremental Tranche B Term Facility" has the meaning specified in Section 2.16(h).

"Incremental Tranche B Term Loan" means a term loan made by a Lender to the Company under an Incremental Tranche B Term Facility.

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

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and not past due more than 90 days);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness of such Person;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interest in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; and

(h) all Guarantees of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person, whether by Law, by contract, or by the organizational documents of such Person. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any Indebtedness described in clause (e), if such Indebtedness has not been assumed or is limited in recourse to the property subject to such Lien, shall be deemed to be an amount equal to the lesser of the fair market value of such property and the amount of the Indebtedness secured thereby.

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

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

"Information" has the meaning specified in Section 10.07.

"Interest Payment Date" means, (a) as to any Eurocurrency Rate Loan, the last day of each Interest Period applicable to such Eurocurrency Rate Loan and the Maturity Date applicable thereto; provided, however, that if any Interest Period for a Eurocurrency Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates, (b) as to any Base Rate Loan (including a Swing Line Loan), the last Business Day of each March, June, September and December and the Maturity Date applicable thereto, (c) as to any Alternative Currency Daily Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date applicable thereto; (d) as to any Alternative Currency Term Rate Loan, the last day of each Interest Period applicable to such Loan; provided, however, that if any Interest Period for an Alternative Currency Term Rate Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall be Interest Payment Dates; and (e) with respect to each Euro Swing Line Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date applicable thereto.

"Interest Period" means, as to each Eurocurrency Rate Loan or Alternative Currency Term Rate Loan, the period commencing on the date such Eurocurrency Rate Loan or Alternative Currency Term Rate Loan is disbursed or converted to or continued as a Eurocurrency Rate Loan or Alternative Currency Term Rate Loan and ending on the date one, three or six months thereafter (in each case, subject to availability

for the interest rate applicable to the relevant currency), as selected by the applicable Borrower in its Loan Notice; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless, in the case of a Eurocurrency Rate Loan or an Alternative Currency Term Rate Loan, such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period pertaining to a Eurocurrency Rate Loan or an Alternative Currency Term Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the Maturity Date applicable to such Loan.

"Interim Financial Statements" means the unaudited, reviewed combined balance sheet of the Company and its Subsidiaries for the fiscal quarter ended June 30, 2021, and the related combined statements of operations, comprehensive income, changes in equity and cash flows for such fiscal year of the Company and its Subsidiaries, including the notes thereto, with respect to the carve-out of the "LoyaltyOne" segment plus an allocation of certain corporate costs, all as contained in the Form 10.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee of Indebtedness of or assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor Guarantees Indebtedness of such other Person, or (c) an Acquisition. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment.

"IP Rights" has the meaning specified in Section 5.20.

"IRS" means the United States Internal Revenue Service.

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

"Issuer Documents" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the applicable L/C Issuer and the Company (or any Subsidiary) or in favor of the applicable L/C Issuer and relating to such Letter of Credit.

"ITA" means the Income Tax Act (Canada).

"Joinder Agreement" means a joinder agreement substantially in the form of Exhibit J or such other form as may be approved by the Administrative Agent, in either case, executed and delivered in accordance with the provisions of Section 6.14.

"Judgment Currency" has the meaning specified in Section 10.20.

"Junior Payment" means any principal payment on any Additional Indebtedness.

"Laws" means, collectively, all international, foreign, federal, state, provincial, territorial and local statutes, treaties, rules, binding guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the binding interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, and directed duties of any Governmental Authority, in each case whether or not having the force of law.

"L/C Advance" means, with respect to each Revolving Lender, such Revolving Lender's funding of its participation in any L/C Borrowing in accordance with its Applicable Percentage. All L/C Advances shall be denominated in Dollars.

"L/C Borrowing" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed on the date when made or refinanced as a Borrowing. All L/C Borrowings shall be denominated in Dollars.

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

"L/C Issuer" means each of (a) Bank of America (through itself or through one of its designated Affiliates or branch offices), (b) any other Lender (through itself or through one of its designated Affiliates or branch offices) appointed by the Company (with the consent of such Lender and the Administrative Agent) as an L/C Issuer by written notice to the Administrative Agent, (c) any Lender (through itself or through one of its designated Affiliates or branch offices) appointed by the Company (with the consent of such Lender and the Administrative Agent) as an L/C Issuer by written notice to the Administrative Agent as a replacement for any L/C Issuer who, at the time of such notice, is a Defaulting Lender and (d) any successor issuer of Letters of Credit hereunder, in each case its capacity as issuer of Letters of Credit hereunder; provided that no more than three L/C Issuers (including Bank of America) may provide Letters of Credit hereunder in Alternative Currencies at any time.

"L/C Obligations" means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.09. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"LCA Election" has the meaning specified in Section 1.10.

"LCA Test Date" has the meaning specified in Section 1.10.

"Lender" means each of the Persons identified as a "Lender" on the signature pages hereto, each other Person that becomes a "Lender" in accordance with this Agreement and their successors and assigns and, as the context requires, includes the Swing Line Lender and each L/C Issuer.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify the Company and the Administrative Agent which office may include any Affiliate of such

Lender or any domestic or foreign branch of such Lender or such Affiliate. Unless the context otherwise requires each reference to a Lender shall include its applicable Lending Office.

"Letter of Credit" means any letter of credit issued hereunder providing for the payment of cash upon the honoring of a presentation thereunder and shall include the Existing Letters of Credit. A Letter of

Credit may be a commercial letter of credit or a standby letter of credit. Letters of Credit may be issued in Dollars or in an Alternative Currency.

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

"Letter of Credit Expiration Date" means the day that is seven (7) days prior to the Maturity Date then in effect for Letters of Credit (or, if such day is not a Business Day, the next preceding Business Day).

"Letter of Credit Fee" has the meaning specified in Section 2.03(h).

"Letter of Credit Sublimit" means, for each L/C Issuer, an amount equal to the lesser of (a) $50,000,000 and (b) the Aggregate Revolving Commitments. The Letter of Credit Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments.

"LIBOR" has the meaning specified in the definition of Eurocurrency Rate.

"Lien" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), hypothec, charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"Limited Condition Acquisition" means any Permitted Acquisition by one or more of the Loan Parties or their Subsidiaries (a) that is not prohibited hereunder, (b) is financed in whole or in part with a substantially concurrent incurrence of Incremental Term Facilities and (c) whose consummation is not conditioned on the availability of, or on obtaining, third-party financing and which is consummated no more than one hundred eighty (180) days after the applicable Limited Condition Acquisition Agreement date is executed and effective.

"Limited Condition Acquisition Agreement" has the meaning specified in Section 1.10.

"Loan" means an extension of credit by a Lender to a Borrower under Article II in the form of a Revolving Loan, Swing Line Loan or Term Loan.

"Loan Documents" means, collectively, this Agreement, the Collateral Documents, each Designated Borrower Request and Assumption Agreement, each Note, each Issuer Document, each Joinder Agreement, any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.17, the Fee Letters, each Incremental Facility Amendment, each Loan Modification Agreement, each intercreditor agreement or subordination agreement contemplated hereby and entered into by the Administrative Agent and each other agreement designated by its terms as a Loan Document (but specifically excluding any Secured Cash Management Agreement and any Secured Swap Contract).

"Loan Modification Agreement" has the meaning specified in Section 10.01(c).

"Loan Modification Offer" has the meaning specified in Section 10.01(c).

"Loan Notice" means a notice of (a) a Borrowing, (b) a conversion of Loans from one Type to the other, or (c) a continuation of Eurocurrency Rate Loans or Alternative Currency Term Rate Loans, pursuant to Section 2.02(a), which shall be substantially in the form of Exhibit A or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the applicable Borrower.

"Loan Parties" means, collectively, each Borrower and each Guarantor.

"London Banking Day" means any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank Eurodollar market.

"Luxembourg" means the Grand Duchy of Luxembourg.

"Luxembourg Obligor" means an Obligor incorporated under the laws of Luxembourg or having its "centre of main interests" (as such term is defined in Article 3(1) of the European Insolvency Regulation) in Luxembourg.

"Luxembourg Receivables Pledge Agreements" means (i) the first ranking receivables pledge agreement (*gage de premier rang*) to be granted by LVI Lux Holdings over any receivables owed to it in favour of the Administrative Agent and (ii) the first ranking receivables pledge agreement (*gage de premier rang*) to be granted by LVI Lux Financing over any receivables owed to it in favour of the Administrative Agent.

"Luxembourg Share Pledge Agreement" means the first ranking share pledge agreement (*gage de premier rang*) to be granted by Loyalty Ventures Inc. over its shares in LVI Lux Holdings in favour of the Administrative Agent.

"Luxembourg Security Agreements" means the Luxembourg Share Pledge Agreement and the Luxembourg Receivables Pledge Agreements.

"Luxembourg Trade and Companies Register" means the Luxembourg register of commerce and companies (*R.C.S. Luxembourg*).

"LVI Lux Financing" means LVI Lux Financing S.à r.l. (formerly known as Alliance Data Lux Financing S.à r.l.), a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, having its registered office at 11-13 boulevard de la Foire, L-1528 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B181593.

"LVI Lux Holdings" means LVI Lux Holdings S.à r.l. (formerly known as Alliance Data Lux Holdings S.à r.l.), a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, having its registered office at 11-13 boulevard de la Foire, L-1528 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B181613.

"Make-Whole Amount" means, with respect to any portion of the Term B Loan that is subject to any Prepayment Premium Event, the greater of (a) 2.00% of the Term B Loan so prepaid and (b) the excess of (i) the present value at the date of such Prepayment Premium Event of the sum of (A) 102% of the principal amount of such Term B Loan on the first anniversary of the Closing Date plus (B) the present value, as determined by the Administrative Agent in accordance with accepted financial practice at the date

of such Prepayment Premium Event, of the amount of the regularly scheduled interest payments (calculated with reference to the last used Eurocurrency Rate as of the time of such Prepayment Premium Event plus the last used Applicable Margin, and with the assumption that such Eurocurrency Rate plus such Applicable Margin would have continued to apply through the first anniversary of the Closing Date had such Prepayment Premium Event not occurred), discounted to the date such Prepayment Premium Event occurred at a rate equal to the sum of (x) the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two (2) Business Days prior to such date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) plus (y) 0.50% over (ii) the principal amount of such Term B Loan subject to such Prepayment Premium Event.

"Mandatory Cost" means any amount incurred periodically by any Lender during the term of this Agreement which constitutes fees, costs or charges imposed on lenders generally in the jurisdiction in which such Lender is domiciled, subject to regulation or has its Lending Office by any Governmental Authority which are applicable to the Credit Extensions and such Lender's Lending Office.

"Master Agreement" has the meaning specified in the definition of "Swap Contract".

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

"Material Contract" means, with respect to any Person, each contract to which such Person is a party that either (a) involves aggregate consideration payable to or by such Person of $50,000,000 or more in any fiscal year or (b) for which breach, nonperformance, cancellation or failure to renew would reasonably be expected to have a Material Adverse Effect.

"Material Subsidiary" means each Subsidiary of the Company that is not an Excluded Subsidiary or an Immaterial Subsidiary; provided that (i) in the event that as of the last day of any fiscal quarter the amount of the aggregate Gross Assets, net of intercompany amounts, of the Loan Parties does not equal at least 80% of the amount of the consolidated Gross Assets of the Company and its Subsidiaries, then concurrently with the delivery of the Compliance Certificate pursuant to Section 6.02(a) for such fiscal quarter the Company shall designate such other Subsidiaries (other than Excluded Subsidiaries, but including Immaterial Subsidiaries) to be "Material Subsidiaries" so that after such designation (and the related compliance by the Company with Sections 6.14 and 6.15), either (x) the amount of the aggregate Gross Assets, net of intercompany amounts, owned by the Loan Parties shall be at least 80% of the amount of the consolidated Gross Assets of the Company and its Subsidiaries or (y) the Company and all Subsidiaries of the Company that are not Excluded Subsidiaries shall be Material Subsidiaries and Loan Parties, and (ii) in any event any Subsidiary of the Company organized in the Netherlands that is part of a "Dutch Fiscal Unity" with any Borrower or any Guarantor shall be a Material Subsidiary.

"Maturity Date" means (a) as to the Revolving Loans, Swing Line Loans, Letters of Credit (and the related L/C Obligations) and the Term A Loan, November 3, 2026 and (b) as to the Term B Loan, November 3, 2027; provided, however, that, in each case, if such date is not a Business Day, the Maturity Date shall be the next preceding Business Day.

"Minimum Collateral Amount" means, at any time, (a) with respect to Cash Collateral consisting of cash or deposit account balances provided to reduce or eliminate Fronting Exposure during the existence of a Defaulting Lender, an amount equal to one hundred three percent (103%) of the Fronting Exposure of each applicable L/C Issuer with respect to Letters of Credit issued and outstanding at such time, (b) with respect to Cash Collateral consisting of cash or deposit account balances provided in accordance with the provisions of Section 2.17(a)(i), (a)(ii) or (a)(iii), an amount equal to one hundred three percent (103%) of the Outstanding Amount of all L/C Obligations, and (c) otherwise, an amount determined by the Administrative Agent and the applicable L/C Issuer in their sole discretion.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Company or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions and has or would reasonably be expected to have any liability, contingent or otherwise.

"Multiple Employer Plan" means a Plan which has two or more contributing sponsors (including the Company or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"Net Cash Proceeds" means the aggregate cash or Cash Equivalents proceeds received by the Company or any Subsidiary in respect of any Disposition, Debt Issuance or Recovery Event, net of (a) costs and direct expenses incurred in connection therewith (including, without limitation, legal, accounting and investment banking fees, costs, underwriting discounts, and sales commissions), (b) Taxes paid or reasonably estimated to be payable as a result thereof or in connection therewith (including pursuant to any Tax sharing arrangement), (c) in the case of any Disposition or any Recovery Event, the amount necessary to retire any Indebtedness secured by a Lien on the related property to the extent such Indebtedness is actually retired and such payment is not prohibited under Section 7.14 and (d) in connection with any Disposition, a reasonable reserve determined by the Company or such Subsidiary in its reasonable business judgment for (i) any reasonably anticipated adjustment in sale price of such asset or assets and (ii) reasonably anticipated liabilities associated with such asset or assets and retained by the Company or any Subsidiary after such Disposition, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or with respect to any indemnification payments (fixed or contingent) or purchase price adjustments attributable to seller's indemnities and representations and warranties to purchaser in respect of such Disposition undertaken by the Company or such Subsidiary in connection with such Disposition (the "Disposition Reserves"); it being understood that "Net Cash Proceeds" shall include, without limitation, (a) any cash or Cash Equivalents received upon the sale or other disposition of any non-cash consideration received by the Company or any Subsidiary in any Disposition, Debt Issuance or Recovery Event and (b) any Disposition Reserves that are no longer necessary with respect to the applicable Disposition; provided, that (x) any amount of the purchase price in connection with any Disposition that is held in escrow shall not be deemed to be received by the Company or any of its Subsidiaries until such amount is paid to the Company or such Subsidiary out of escrow and (y) (i) Net Cash Proceeds received by the Company or any wholly-owned Subsidiary of the Company shall equal one hundred percent (100%) of the cash proceeds received by the Company or such Subsidiary pursuant to the foregoing definition and (ii) Net Cash Proceeds received by any Subsidiary other than a wholly-owned Subsidiary of the Company shall equal a percentage of the cash proceeds received by such Subsidiary pursuant to the foregoing definition equal to the percentage of such Subsidiary's total outstanding Equity Interests owned by the Company and its Subsidiaries.

"Non-Consenting Lender" means any Lender that does not approve any consent, waiver or amendment that (a) requires the approval of all Lenders or all affected Lenders in accordance with the terms of Section 10.01 and (b) has been approved by the Required Lenders.

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

"Non-Extension Notice Date" has the meaning specified in Section 2.03(b)(iii).

"Non-Reinstatement Deadline" has the meaning specified in Section 2.03(b)(iv).

"Non-U.S. Borrower" means any Borrower that is organized in a jurisdiction that is not the United States or any state or political subdivision thereof.

"Non-U.S. Lender" means, with respect to any Borrower, (a) if such Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if such Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which such Borrower is resident for tax purposes. For purposes of this definition, the United States, each state thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Non-U.S. Obligor" means any Loan Party that is organized or incorporated under the laws of a jurisdiction other than the United States, a state thereof or the District of Columbia.

"Non-U.S. Subsidiary" means any Subsidiary that is organized or incorporated under the laws of a jurisdiction other than the United States, a state thereof or the District of Columbia.

"Note" has the meaning specified in Section 2.12.

"Notice of Loan Prepayment" means a notice of prepayment with respect to a Loan, which shall be substantially in the form of Exhibit C or such other form as may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the applicable Borrower.

"Obligations" means (a) all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party arising under any Loan Document or otherwise with respect to any Loan or Letter of Credit, (b) all debts, liabilities, obligations, covenants and duties of any Loan Party or any Subsidiary arising under any Secured Swap Contract and (c) all debts, liabilities, obligations, covenants and duties of any Loan Party or any Subsidiary arising under any Secured Cash Management Agreement, in the case of each of clauses (a), (b) and (c), whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including all costs and expenses incurred in connection with the enforcement and collection of the foregoing and interest and fees that accrue after the commencement by or against any Loan Party or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; provided, however, that the "Obligations" of a Loan Party shall exclude any Excluded Swap Obligations with respect to such Loan Party.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Organization Documents" means, (a) with respect to any corporation or, to the extent organized or incorporated under the laws of a foreign jurisdiction, any company, the certificate and/or articles of incorporation and the bylaws, memorandum of association, articles of association and/or memorandum and articles of association (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate and/or articles of formation or organization and operating agreement or limited liability company agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate and/or articles of formation or organization of such entity.

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

"Other Rate Early Opt-in" means the Administrative Agent and the Company have elected to replace LIBOR with a Benchmark Replacement other than a SOFR-based rate pursuant to (a) an Early Opt-in Election and (b) Section 3.03(c)(ii) and clause (2) of the definition of "Benchmark Replacement".

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

"Outstanding Amount" means (i) with respect to Loans on any date, the Dollar Equivalent of the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments thereof occurring on such date; and (ii) with respect to any L/C Obligations on any date, the Dollar Equivalent of the aggregate outstanding amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements of Unreimbursed Amounts or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date.

"Overnight Rate" means, for any day, (a) with respect to any amount denominated in Dollars, the greater of (i) the Federal Funds Rate and (ii) an overnight rate determined by the Administrative Agent, the applicable L/C Issuer, or the Swing Line Lender, as the case may be, in accordance with banking industry rules on interbank compensation, and (b) with respect to any amount denominated in an Alternative Currency, an overnight rate determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, in accordance with banking industry rules on interbank compensation.

"Parallel Debt" has the meaning specified in Section 10.24(a).

"Pari Passu Indebtedness" means Indebtedness of the Company or any Loan Party that by its terms is secured on a *pari passu* basis to the Obligations in a manner and to an extent reasonably acceptable to the Administrative Agent (including, without limitation, the entry into intercreditor and/or subordination agreements generally acceptable to the Administrative Agent).

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

"Participant Register" has the meaning specified in Section 10.06(d).

"Participating Member State" means any member state of the European Union that adopts or has adopted the Euro, and in each case continues to adopt, as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"PATRIOT Act" has the meaning specified in Section 10.19.

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Act" means the Pension Protection Act of 2006.

"Pension Funding Rules" means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans or Mulitemployer Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, Section 412 of the Code and Section 302 of ERISA, each as in effect prior to the Pension Act and, thereafter, Section 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"Pension Plan" means any employee pension benefit plan (including a Multiple Employer Plan, but excluding a Multiemployer Plan) that is maintained or is contributed to by the Company and any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code, and any employee pension benefit plan that has or could reasonably be expected to have any liability, contingent or otherwise.

"Permitted Acquisition" means a non-hostile Acquisition by the Company or any Subsidiary, provided that (a) subject to the terms of Section 1.10, no Default or Event of Default has occurred and is continuing or would result from such Acquisition, (b) the property acquired (or the property of the Person acquired) in such Acquisition is used or useful in the same or a similar line of business as the Company and its Subsidiaries were engaged in on the Closing Date (or any reasonable extensions or expansions thereof), (c) in the case of an Acquisition of the Equity Interests of another Person, the board of directors (or other comparable governing body) of such other Person shall have duly approved such Acquisition, (d) subject to the terms of Section 1.10, the representations and warranties made by the Loan Parties contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) on and as of the date of such Acquisition (after giving effect thereto), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) as of such earlier date, (e) on and as of the date of such Acquisition (after giving effect thereto), no Loan Party or any Subsidiary has any liability or contingent liability in respect of a Canadian Defined Benefit Pension Plan in excess of the Threshold Amount or which would reasonably be expected to result in liability of any Loan Party in an aggregate amount in excess of the Threshold Amount, and (f) subject to Section 1.10, after giving effect to such Acquisition on a Pro Forma Basis, the Loan Parties are in Pro Forma Compliance (and if the aggregate consideration for such Acquisition exceeds $50,000,000, the Company shall have delivered to the Administrative Agent a Pro Forma Compliance Certificate demonstrating such Pro Forma Compliance).

"Permitted Amendments" has the meaning specified in Section 10.01(c).

"Permitted Bridge Indebtedness" means customary bridge facilities of the Company or any Subsidiary that is intended to be converted into a product that satisfies all applicable maturity and weighted average life limitations and, if not so converted into the intended conversion product, is automatically convertible into or required to be exchanged for (subject to customary conditions, including the absence of a payment or bankruptcy default) Indebtedness that satisfies all applicable maturity and weighted average life limitations.

"Permitted Credit Agreement Refinancing Indebtedness" has the meaning assigned to such term in Section 7.03(y).

"Permitted First Priority Refinancing Indebtedness" has the meaning assigned to such term in Section 7.03(y).

"Permitted Investment" means an Investment permitted under Section 7.02.

"Permitted Liens" means, at any time, Liens in respect of property of the Company or any Subsidiary permitted to exist at such time pursuant to the terms of Section 7.01.

"Permitted Receivables Transaction" has the meaning set forth in Section 7.05(u).

"Permitted Refinancing Amendment" means an amendment to this Agreement executed by the Borrower, the Administrative Agent, each Permitted Refinancing Lender and Lender that agrees to provide any portion of the Permitted Credit Agreement Refinancing Indebtedness being incurred pursuant to Section 2.21, and, in the case of Permitted Refinancing Revolving Commitments or Permitted Refinancing Revolving Loans, each L/C Issuer and the Swing Line Lender.

"Permitted Refinancing Commitments" means the Permitted Refinancing Revolving Commitments and the Permitted Refinancing Term Loan Commitments.

"Permitted Refinancing Lender" means, at any time, any bank, other financial institution or institutional investor that agrees to provide any portion of any Permitted Credit Agreement Refinancing Indebtedness pursuant to a Permitted Refinancing Amendment in accordance with Section 2.21; provided, each Permitted Refinancing Lender shall be subject to the Administrative Agent's reasonable consent (solely to the extent such consent would be required for an assignment to any such Lender pursuant to Section 10.06) and, in the case of Permitted Refinancing Revolving Commitments or Permitted Refinancing Revolving Loans, each L/C Issuer and the Swing Line Lender, in each case, to the extent any such consent would be required under Section 10.06 for an assignment of Loans or Commitments to such Permitted Refinancing Lender.

"Permitted Refinancing Loans" means the Permitted Refinancing Revolving Loans and the Permitted Refinancing Term Loans.

"Permitted Refinancing Revolving Commitments" means one or more classes of revolving credit commitments hereunder or extended Revolving Commitments that result from a Permitted Refinancing Amendment.

"Permitted Refinancing Revolving Loans" means the Revolving Loans made pursuant to any Permitted Refinancing Revolving Commitment.

"Permitted Refinancing Term Loan Commitments" means one or more classes of term loan commitments hereunder that result from a Permitted Refinancing Amendment.

"Permitted Refinancing Term Loans" means one or more classes of Term Loans that result from a Permitted Refinancing Amendment.

"Permitted Securitization Transaction" means any Securitization Transaction permitted under clause (i) of Section 7.03(j).

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

"Plan" means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Company or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate or any such Plan to which the Company or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate is required to contribute on behalf of any of its employees and which is subject to ERISA and has or would reasonably be expected to have any liability, contingent or otherwise.

"Plan of Reorganization" has the meaning specified in Section 10.06(h)(iii).

"Platform" has the meaning specified in Section 6.02.

"Post-Closing Compliance Date" has the meaning specified in Section 6.19(a).

"PPSA" means the Personal Property Security Act (Ontario); provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Personal Property Security Act as in effect in a Canadian jurisdiction other than the Province of Ontario, or the Civil Code of Quebec, "PPSA" means the Personal Property Security Act as in effect from time to time in such other jurisdiction or the Civil Code of Quebec, as applicable, for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Prepayment Premium" means any Make-Whole Amount or other premium required pursuant to Section 2.06(c).

"Prepayment Premium Event" shall mean (a) any voluntary prepayment made by or on behalf of the Company of all or any portion of the outstanding principal balance of the Term B Loan, other than any regularly scheduled principal amortization payments specifically provided for in Section 2.08, (b) any mandatory prepayment made or required to be made by or on behalf of the Company of all or any portion of the outstanding principal balance of the Term B Loan pursuant to Section 2.06(b)(ii) or (iv), (c) any mandatory assignment of any portion of the outstanding principal balance of the Term B Loan under Section 10.13 as a result of such Lender being a Non-Consenting Lender with respect to an amendment that has the effect of reducing the Applicable Rate with respect to the Term B Loan (as reasonably determined by the Administrative Agent) and (d) any payment made or required to be made of all or any portion of the outstanding principal balance of the Term B Loan as a result of an acceleration, with or without notice, of all or any portion of the Obligations pursuant to Section 8.02 for any reason (including as a result of the commencement of any bankruptcy or similar case for any Loan Party). For purposes of determining the Make-Whole Amount, if a Prepayment Premium Event occurs under clause (d) above, the entire outstanding principal amount of the Term B Loan shall be deemed to have been prepaid on the date on which such Prepayment Premium Event occurs.

"Pro Forma Basis" and "Pro Forma Effect" means, in respect of a Specified Transaction, that such Specified Transaction and the following transactions in connection therewith (to the extent applicable) shall be deemed to have occurred as of the first day of the applicable four (4) fiscal quarter period for the

applicable covenant or requirement: (a) (i) with respect to any Disposition, income statement and cash flow statement items (whether positive or negative) attributable to the Person or property disposed of shall be excluded, (ii) with respect to any Investment, income statement and cash flow statement items (whether positive or negative) attributable to the Person or property acquired shall be included to the extent relating to any period applicable in such calculations to the extent (A) such items are not otherwise included in such income statement items for the Company and its Subsidiaries in accordance with GAAP or in accordance with any defined terms set forth in Section 1.01, and (B) such items are supported by financial statements or other information reasonably satisfactory to the Administrative Agent, and (iii) with respect to any Acquisition by the Company or a Subsidiary of (A) a corporation which becomes a new Subsidiary or (B) any other entity or a group of assets or an operation, provided that such operation comprises a going concern which becomes a division or part of the business of the Company or a Subsidiary (each, an "operation"), Consolidated EBITDA will include the Target EBITDA of the newly acquired Subsidiary or operation for its immediately preceding four (4) fiscal quarters completed prior to such acquisition as determined using the following method: (x) if such newly acquired Subsidiary or operation was, immediately prior to such acquisition, accounted for on a stand-alone basis, each of the components of Consolidated EBITDA applied *mutatis mutandis* as if such definition and its component definitions referred to such newly acquired Subsidiary or operation ("Target EBITDA") shall only be included in the calculation of Consolidated EBITDA for such newly acquired Subsidiary or operation, as the case may be, if Target EBITDA can be determined by reference to historical financial statements reasonably satisfactory to the Administrative Agent and (y) if such newly acquired Subsidiary or operation: (A) was not, immediately prior to such acquisition, accounted for on a stand-alone basis; or (B) was immediately prior to such acquisition, accounted for on a stand-alone basis but, in the determination of the Administrative Agent acting reasonably, the business of such newly acquired Subsidiary or operation will not be conducted by the Company or its Subsidiary, as the case may be, in substantially the same form or the same manner as conducted by the seller immediately prior to such acquisition, then subject to the satisfaction of the Administrative Agent and the Required Lenders with the method of determination thereof acting reasonably, Target EBITDA for such newly acquired Subsidiary or operation will be determined having regard to historical financial results together with, and having regard to, contractual arrangements and any other changes made or proposed to be made by the Company or its Subsidiary, as the case may be, to the business of such newly acquired Subsidiary or operation; (b) any retirement or prepayment of Indebtedness; and (c) any incurrence or assumption of Indebtedness by the Company or any of its Subsidiaries (and if such Indebtedness has a floating or formula rate, such Indebtedness shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination).

"Pro Forma Compliance" means, with respect to any transaction, that after giving effect to such transaction on a Pro Forma Basis, the Loan Parties would be in compliance with the financial covenant set forth in Section 7.11 recomputed as of the end of such period.

"Pro Forma Compliance Certificate" means a certificate of a Responsible Officer of the Company containing reasonably detailed calculations of the financial covenant set forth in Section 7.11 recomputed as of the end of the applicable period after giving effect to the applicable transaction on a Pro Forma Basis.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Lender" has the meaning specified in Section 6.02.

"Qualified ECP Guarantor" means, at any time, each Loan Party with total assets exceeding $10,000,000 or that qualifies at such time as an "eligible contract participant" under the Commodity

Exchange Act and can cause another Person to qualify as an "eligible contract participant" at such time under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Rate Determination Date" means two (2) Business Days prior to the commencement of such Interest Period (or such other day as is generally treated as the rate fixing day by market practice in such interbank market, as determined by the Administrative Agent; provided that, to the extent such market practice is not administratively feasible for the Administrative Agent, then "Rate Determination Date" means such other day as otherwise reasonably determined by the Administrative Agent).

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

"Recovery Event" means any casualty loss of, damage to or destruction of, or any condemnation or other taking for public use of, any property of the Company or other Loan Party.

"Register" has the meaning specified in Section 10.06(c).

"Registered Equivalent Notes" means, with respect to any notes originally issued in an offering pursuant to Rule 144A under the Securities Act or other private placement transaction under the Securities Act, substantially identical notes (having the same guarantees and collateral) issued in a dollar-for-dollar exchange therefor pursuant to an exchange offer registered with the SEC.

"Related Indemnified Parties" means, with respect to any Indemnitee, (a) any Affiliate of such Person, (b) the respective directors, officers or employees of such Person or any of its Affiliates and (c) the respective agents of such Person or any of its Affiliates, in the case of this clause (c), acting on behalf of, or at the express instructions of, such Person or Affiliate; provided that each such reference to an Affiliate, director, officer or employee shall refer to an Affiliate, director, officer or employee involved in the execution or delivery of this Agreement or any other Loan Document, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Relevant Governmental Body" means (a) with respect to Loans denominated in Dollars, the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York, (b) with respect to Loans denominated in Euros, the European Central Bank, or a committee officially endorsed or convened by the European Central Bank or, in each case, any successor thereto and (c) with respect to Loans denominated in any other Agreed Currency, (i) the central bank for the currency in which such Loan is denominated or any central bank or other supervisor which is responsible for supervising either (x) such Successor Rate or (y) the administrator of such Successor Rate or (ii) any working group or committee officially endorsed or convened by (w) the central bank for the currency in which such Successor Rate is denominated, (x) any central bank or other supervisor that is responsible for supervising either (A) such Successor Rate or (B) the administrator of such Successor Rate, (y) a group of those central banks or other supervisors or (z) the Financial Stability Board or any part thereof.

"Relevant Rate" means with respect to any Credit Extension denominated in (a) Dollars, the Eurocurrency Rate or (b) Euro, EURIBOR, as applicable.

"Removal Effective Date" has the meaning specified in Section 9.06(b).

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

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

"Required Lenders" means, at any time, Lenders having Total Credit Exposures representing more than fifty percent (50%) of the Total Credit Exposures of all Lenders. The Total Credit Exposure of any Defaulting Lender shall be disregarded in determining Required Lenders at any time; provided that, the amount of any participation in any Swing Line Loan and Unreimbursed Amounts that such Defaulting Lender has failed to fund that have not been reallocated to and funded by another Lender shall be deemed to be held by the Lender that is the Swing Line Lender or an L/C Issuer, as the case may be, in making such determination.

"Required Pro Rata Facilities Lenders" means, at any time, Lenders holding in the aggregate more than fifty percent (50%) of sum of (a) the aggregate Revolving Credit Exposures of all the Lenders at such time, plus (b) the unfunded Term A Loan Commitments at such time, plus (c) the outstanding Term A Loan, plus (d) the unfunded Incremental Tranche A Facility Commitments at such time, plus (e) the outstanding Incremental Tranche A Term Loans. The Revolving Credit Exposure, Term A Loan Commitments, Term A Loan, Incremental Tranche A Facility Commitments and Incremental Tranche A Term Loans of any Defaulting Lender shall be disregarded in determining Required Pro Rata Facilities Lenders at any time; provided that the amount of any participation in any Swing Line Loan and Unreimbursed Amounts that such Defaulting Lender has failed to fund that have not been reallocated to and funded by another Lender shall be deemed to be held by the Lender that is the Swing Line Lender or applicable L/C Issuer, as the case may be, in making such determination.

"Required Revolving Lenders" means, at any time, Lenders having Revolving Credit Exposures representing more than fifty percent (50%) of the Revolving Credit Exposures of all Lenders having Revolving Credit Exposures. The Revolving Credit Exposure of any Defaulting Lender shall be disregarded in determining Required Revolving Lenders at any time; provided that the amount of any participation in any Swing Line Loan and Unreimbursed Amounts that such Defaulting Lender has failed to fund that have not been reallocated to and funded by another Lender shall be deemed to be held by the Lender that is the Swing Line Lender or applicable L/C Issuer, as the case may be, in making such determination.

"Resignation Effective Date" has the meaning specified in Section 9.06(a).

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

"Responsible Officer" means the chief executive officer, president, executive vice president, vice president, chief financial officer, treasurer, assistant treasurer, controller or such other Person who is the highest ranking officer appointed pursuant to the relevant Organization Documents (or, in foreign jurisdictions, substantially equivalent representatives, including a director or manager) of a Loan Party, and solely for purposes of the delivery of incumbency certificates pursuant to Section 4.01, the secretary or any assistant secretary (or, in foreign jurisdictions, substantially equivalent representatives, including a director or manager) of a Loan Party and, solely for purposes of notices given pursuant to Article II, any other officer or employee or equivalent representative of the applicable Loan Party so designated by any of

the foregoing officers, directors or managers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party. To the extent requested by the Administrative Agent, each Responsible Officer will provide an incumbency certificate and appropriate authorization documentation, in form and substance reasonably satisfactory to the Administrative Agent.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any capital stock or other Equity Interest of the Company or any Subsidiary, 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 capital stock or other Equity Interest, or on account of any return of capital to the Company's stockholders, partners or members (or the equivalent Person thereof), including any normal-course issuer bids by the Company.

"Revaluation Date" means (a) with respect to any Loan, each of the following: (i) each date of a Borrowing of an Alternative Currency Loan, (ii) each date of a continuation of an Alternative Currency Term Rate Loan pursuant to Section 2.02, and (iii) such additional dates as the Administrative Agent shall determine or the Required Revolving Lenders shall require; and (b) with respect to any Letter of Credit, each of the following: (i) each date of issuance, amendment and/or extension of a Letter of Credit denominated in an Alternative Currency, (ii) each date of any payment by the applicable L/C Issuer under any Letter of Credit denominated in an Alternative Currency, and (iii) such additional dates as the Administrative Agent or the applicable L/C Issuer shall determine or the Required Revolving Lenders shall require.

"Revolving Commitment" means, as to each Lender, its obligation to (a) make Revolving Loans to the Borrowers pursuant to Section 2.01(a), (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the applicable Dollar amount set forth opposite such Lender's name on Schedule 2.01 or in the Assignment and Assumption or other documentation pursuant to which such Lender becomes a party hereto or in any documentation executed by such Lender in connection with an Incremental Facility, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. Revolving Commitments shall include any Incremental Revolving Increase. The aggregate principal amount of the Revolving Commitments of all of the Lenders as in effect on the Closing Date is ONE HUNDRED AND FIFTY MILLION DOLLARS ($150,000,000).

"Revolving Credit Exposure" means, as to any Lender at any time, the aggregate Outstanding Amount at such time of its Revolving Loans and the aggregate Outstanding Amount of such Lender's participation in L/C Obligations and Swing Line Loans at such time.

"Revolving Facility" means the revolving facility established pursuant to Section 2.01(a).

"Revolving Lender" means, at any time, a Lender that has a Revolving Commitment, outstanding Revolving Loans or participation interests in outstanding L/C Obligations and Swing Line Loans at such time.

"Revolving Loan" has the meaning specified in Section 2.01(a).

"RPMRR (Quebec)" means the Register of Personal and Movable Real Rights (Quebec).

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. and any successor thereto.

"Sale and Leaseback Transaction" means, with respect to the Company or any Subsidiary, any arrangement, directly or indirectly, with any Person whereby the Company or such Subsidiary shall sell or transfer any property 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 being sold or transferred.

"Same Day Funds" means (a) with respect to disbursements and payments in Dollars, immediately available funds, and (b) with respect to disbursements and payments in an Alternative Currency, same day or other funds as may be determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, to be customary in the place of disbursement or payment for the settlement of international banking transactions in the relevant Alternative Currency.

"Sanction(s)" means any economic or financial sanction administered or enforced by the United States Government (including without limitation, OFAC), the Canadian Government, the United Nations Security Council, the European Union, Her Majesty's Treasury ("HMT"), The Netherlands, South Korea, Australia, or Japan.

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

"Secured Cash Management Agreement" means any Cash Management Agreement between any Loan Party or any Subsidiary and any Cash Management Bank. For the avoidance of doubt, a holder of Obligations in respect of Secured Cash Management Agreements shall be subject to the provisions of the last paragraph of Section 8.03 and the provisions of Section 9.11.

"Secured Parties" means, collectively, the Administrative Agent, the Lenders (including Designated Lenders), the Hedge Banks, the Cash Management Banks, the L/C Issuers, the Indemnitees and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.05.

"Secured Party Designation Notice" means a notice from any Lender or an Affiliate of a Lender substantially in the form of Exhibit K.

"Secured Swap Contract" means any Swap Contract between any Loan Party or any Subsidiary and any Hedge Bank. For the avoidance of doubt, a holder of Obligations in respect of a Secured Swap Contract shall be subject to the provisions of the last paragraph of Section 8.03 and the provisions of Section 9.11.

"Securitization Transaction" means any transaction providing for the sale, securitization or other asset-backed financing of Securitized Assets of or owing to the Company or any Subsidiary (and/or contractual rights relating thereto). The terms and conditions of all Securitization Transactions shall be on an arm's length basis and on commercially reasonable and customary terms. Except to the extent mandated under any then-existing Securitization Transaction, no new assets may become Securitized Assets during the occurrence and continuance of a Default.

"Securitized Assets" means with respect to any Securitization Transaction, the assets securitized under such transaction and contributed or transferred to a Special Purpose Subsidiary pursuant thereto, including:

(i) any Securitized Receivable;

(ii) the interest of the Company or any Subsidiary in any goods (including returned goods), and documentation of title evidencing the shipment or storage of any goods (including returned goods) relating to any sale by the Company or any Subsidiary giving rise to such Securitized Receivable;

(iii) all guarantees, indemnities, letters of credit, insurance and other agreements (including any and all contracts, understandings, instruments, agreements, leases, invoices, notes or other writings pursuant to which such Securitized Receivable arises or which evidences such Securitized Receivable or under which the applicable customer becomes or is obligated to make payment to the Company or any Subsidiary in respect of such Securitized Receivable) or arrangements of whatever character from time to time supporting or securing payment of such Securitized Receivable;

(iv) all collections and other proceeds received and payment or application by the Company or a Subsidiary of any amounts owed in respect of Securitized Receivables, including, without limitation, purchase price, finance charges, interests, and other similar charges which are net proceeds of the sale or other disposition of repossessed goods or other collateral or property available to be applied thereon; and

(v) all proceeds of, and all amounts received or receivable under, any or all of the foregoing clauses (i) through (iv).

"Securitized Receivable" means an account receivable arising from a sale of goods by the Company or a Subsidiary which is the subject of a Securitization Transaction.

"Security Agreements" means, collectively, (a) the U.S. Security Agreements, (b) the Canadian Security Agreements, (c) the Dutch Security Agreements, (d) the Luxembourg Security Agreements and (e) any other pledge and/or security agreement dated on or after the Closing Date executed in favor of the Administrative Agent, for the benefit of the Secured Parties (or in its own name as creditor of Parallel Debt, as applicable), by any Loan Party.

"SOFR" has the meaning assigned to that term in the definition of "Daily Simple SOFR".

"SOFR Early Opt-in" means the Administrative Agent and the Company have elected to replace LIBOR pursuant to (a) an Early Opt-in Election and (b) Section 3.03(c)(i) and clause (1) of the definition of "Benchmark Replacement".

"Solvent" and "Solvency" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, which for this purpose shall include rights of contribution in respect of obligations for which such Person has provided a Guarantee, (b) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, which for this purpose shall include rights of contribution in respect of obligations for which such Person has provided a Guarantee, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability

to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Special Notice Currency" means at any time an Alternative Currency, other than the currency of a country that is a member of the Organization for Economic Cooperation and Development at such time located in North America or Europe.

"Special Purpose Subsidiary" means, with respect to any Permitted Securitization Transaction, the special purpose Subsidiary or Affiliate for such Permitted Securitization Transaction.

"Specified Loan Party" means any Loan Party that is not an "eligible contract participant" under the Commodity Exchange Act (determined prior to giving effect to any "keepwell" or similar agreement contained in this Agreement or any other Loan Document).

"Specified Transaction" means any Acquisition, any Disposition, any Investment, any incurrence of Indebtedness or any other event that by the terms of the Loan Documents requires compliance on a Pro Forma Basis with a test or covenant, calculation as to Pro Forma Effect with respect to a financial definition, test or covenant or requires such financial definition, test or covenant to be calculated on a Pro Forma Basis.

"Spin Payment" means, collectively, (i) immediately prior to the Borrowing of the Term A Loan and the Term B Loan on the Closing Date, the distribution by the Company or one of its Subsidiaries of certain cash on hand to ADS in an aggregate amount of approximately $100,000,000 and (ii) promptly after the Borrowing of the Term A Loan and the Term B Loan on the Closing Date, the distribution by the Company of approximately $650,000,000 of the net proceeds of the Term A Loan and the Term B Loan to ADS (or one or more of its Subsidiaries), in each case in connection with the transfer of the "LoyaltyOne" business of ADS to the Company.

"Spinoff" means the distribution of at least 80.1% of the issued and outstanding Equity Interests of the Company to the shareholders of ADS, to occur on or after the Closing Date, the result of which is that immediately thereafter at least 80.1% of the Equity Interests of the Company shall be owned directly by the shareholders of ADS immediately prior to such distribution and no more than 19.9% of the Equity Interests of the Company shall be owned directly or indirectly by ADS.

"Subordinated Indebtedness" means Indebtedness of the Company or any Subsidiary that by its terms is subordinated to the Obligations in a manner and to an extent reasonably acceptable to the Administrative Agent (including, without limitation, the entry into intercreditor and/or subordination agreements generally acceptable to the Administrative Agent).

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company, exempted company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Company.

"Successor Rate" means the Benchmark Replacement and/or the Alternative Currency Successor Rate, as the context requires.

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

"Swap Obligation" means with respect to any Loan Party any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

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

"SWIFT" has the meaning specified in Section 2.03(f).

"Swing Line Borrowing" means a borrowing of a Swing Line Loan pursuant to Section 2.05.

"Swing Line Lender" means Bank of America (acting through any branch, office or Affiliate of it (including, without limitation, Bank of America, N.A., London Branch)), in its capacity as provider of Swing Line Loans, or any successor swing line lender hereunder.

"Swing Line Loan" has the meaning specified in Section 2.05(a).

"Swing Line Loan Notice" means a notice of a Swing Line Borrowing pursuant to Section 2.05(b), which shall be substantially in the form of Exhibit B or such other form as approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approve by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Company.

"Swing Line Sublimit" means the U.S. Dollar Swing Line Sublimit and the Euro Swing Line Sublimit.

"Synthetic Lease Obligation" means the monetary obligation of a Person under (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency

or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"TARGET Day" means any day on which TARGET2 (or, if such payment system ceases to be operative, such other payment system, if any, determined by the Administrative Agent to be a suitable replacement) is open for the settlement of payments in Euro.

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 19, 2007.

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

"Term A Loan" has the meaning specified in Section 2.01.

"Term A Loan Commitment" means, as to each Lender, its obligation to make its portion of the Term A Loan to the Company on the Closing Date pursuant to Section 2.01(b), in the principal amount set forth opposite such Lender's name on Schedule 2.01. The aggregate principal amount of the Term A Loan Commitments of all of the Lenders as in effect on the Closing Date is ONE HUNDRED SEVENTY-FIVE MILLION DOLLARS ($175,000,000).

"Term B Loan" has the meaning specified in Section 2.01.

"Term B Loan Commitment" means, as to each Lender, its obligation to make its portion of the Term B Loan to the Company on the Closing Date pursuant to Section 2.01(c), in the principal amount set forth opposite such Lender's name on Schedule 2.01. The aggregate principal amount of the Term B Loan Commitments of all of the Lenders as in effect on the Closing Date is FIVE HUNDRED MILLION DOLLARS ($500,000,000).

"Term Facility" means the Term A Loan, the Term B Loan and any Incremental Term Facilities.

"Term Loans" means the Term A Loan, the Term B Loan and any Incremental Term Loans.

"Term SOFR" means, for the applicable corresponding tenor (or if any Available Tenor of a Benchmark does not correspond to an Available Tenor for the applicable Benchmark Replacement, the closest corresponding Available Tenor and if such Available Tenor corresponds equally to two Available Tenors of the applicable Benchmark Replacement, the corresponding tenor of the shorter duration shall be applied), the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

"Threshold Amount" means $20,000,000.

"Total Credit Exposure" means, as to any Lender at any time, the unused Commitments of such Lender at such time, the outstanding Loans of such Lender at such time and such Lender's participations in L/C Obligations and Swing Line Loans at such time.

"Total Revolving Outstandings" means the aggregate Outstanding Amount of all Revolving Loans, all Swing Line Loans and all L/C Obligations. For purposes of determining the Total Revolving Outstandings at any time, the Outstanding Amount of all Euro Swing Line Loans shall be deemed to be the amount of the Euro Swing Line Sublimit then in effect (whether or not drawn).

"Trade Date" has the meaning specified in Section 10.06(h)(i).

"Type" means, with respect to a Loan, its character as a Base Rate Loan, a Eurocurrency Rate Loan, a Euro Swing Line Rate Loan, an Alternative Currency Daily Rate Loan or an Alternative Currency Term Rate Loan.

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

"UCC" means the Uniform Commercial Code as in effect in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

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

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

"U.S. Borrower" means the Company and each Designated Borrower that is organized in the United States or any state or political subdivision thereof.

"U.S. Dollar Swing Line Loan" has the meaning specified in Section 2.05(a)

"U.S. Dollar Swing Line Sublimit" means an amount equal to the lesser of (a) $15,000,000, as such amount may be adjusted from time to time in accordance with this Agreement, and (b) the Aggregate Revolving Commitments less the Euro Swing Line Sublimit at such time. The U.S. Dollar Swing Line Sublimit is part of, and not in addition to, the Aggregate Revolving Commitments.

"U.S. Obligor" means any Loan Party that is organized under the laws of the United States, a state thereof or the District of Columbia.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"U.S. Security Agreement" means the U.S. Security and Pledge Agreement, dated as of the Closing Date, executed in favor of the Administrative Agent, for the benefit of the Secured Parties, by each Loan Party.

"U.S. Subsidiary" means any Subsidiary that is organized under the laws of the United States, a state thereof or the District of Columbia.

"U.S. Tax Compliance Certificate" has the meaning specified in Section 3.01(e)(ii)(B)(3).

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

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

"Weighted Average Life" means, when applied to any Indebtedness at any date of determination, the period of time (expressed in years) obtained by dividing (a) the sum of the total of the products obtained by multiplying (i) the amount of each scheduled installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) which will elapse between such date of determination and the making

of such payment by (b) the then-outstanding principal amount of such Indebtedness as of such date of determination.

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

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Loan Document or Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law, rule or regulation shall, unless otherwise specified, refer to such law, rule or regulation as amended, modified, extended, restated, replaced or supplemented from time to time, (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and (vii) the word "or" is not exclusive.

(b) n the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including."

(c) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(d) Any reference herein to a merger, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

(e) Without prejudice to the generality of any provision of this Agreement, for all other purposes pursuant to which the interpretation or construction of this Agreement, any Collateral Document or any other Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (i) "personal property" shall be deemed to include "movable property", (ii) "real property" shall be deemed to include "immovable property" and an "easement" shall be deemed to include a "servitude", (iii) "tangible property" shall be deemed to include "corporeal property", (iv) "intangible property" shall be deemed to include "incorporeal property", (v) "security interest", "lien", "mortgage" and "charge" shall be deemed to include a "hypothec", (vi) all references to filing, registering or recording financing statements shall be deemed to include publication under the Civil Code of Quebec, and all references to releasing any lien shall be deemed to include a release, discharge and mainlevée of a hypothec, (vii) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (viii) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (ix) an "agent" shall be deemed to include a "mandatary" and (x) "deposit account" or "bank account" shall include "financial accounts" (as defined in the Civil Code of Quebec) maintained by a bank.

(f) For purposes of this Agreement and the other Loan Documents (other than Articles II, IX and X of this Agreement), where the permissibility of any transaction or the determination of any required action or circumstance, in each case under or with respect to any Security Agreement that makes reference to this provision and is governed by the law of a jurisdiction other than the United States, a state thereof or the District of Columbia, depends upon compliance with, or is determined by reference to, amounts stated in Dollars, (i) such amounts shall be deemed to refer to Dollars and/or the equivalent amount thereof denominated in any currency other than Dollars, as applicable, and (ii) any requisite currency translation shall, unless otherwise specified, be the Dollar Equivalent on the Business Day immediately preceding the date of such transaction or determination. The provisions of any such Security Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify with the Company's consent (not to be unreasonably withheld) to appropriately reflect a change in currency of any country and any relevant market conventions or practices relating to such change in currency, in each case as it relates to such Security Agreement.

(g) Any provision of Section 5.22 or Section 7.16 shall not apply to or in favor of any Person if and to the extent that it would result in a breach, by or in respect of that Person, of any applicable Blocking Law.

1.03 Accounting Terms.

(a) Generally. All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Company and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 on financial liabilities shall be disregarded.

(b) Changes in GAAP. If at any time any change in GAAP (including the adoption of IFRS) would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Company or the Required Lenders (or, in the case of a change affecting the computation of only the Consolidated Total Leverage Ratio, the Required Pro Rata Facilities Lenders) shall so request, the Administrative Agent, the Lenders and the Company shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders (or, in the case of a change affecting the computation of only the Consolidated Total Leverage Ratio, the Required Pro Rata Facilities Lenders)); provided that, until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) the Company shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. Without limiting the foregoing, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the Audited Financial Statements (subject to the exceptions noted in clause (a) above) for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above.

1.04 Rounding. Any financial ratios required to be maintained by the Company pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Exchange Rates; Currency Equivalents; Interest Rates.

(a) The Administrative Agent or the applicable L/C Issuer, as applicable, shall determine the Dollar Equivalent amounts of Credit Extensions and Outstanding Amounts denominated in Alternative Currencies. Such Dollar Equivalent shall become effective as of such Revaluation Date and shall be the Dollar Equivalent of such amounts until the next Revaluation Date to occur. Except for purposes of financial statements delivered by the Company hereunder or calculating financial covenants hereunder or except as otherwise provided herein, the applicable amount of any currency (other than Dollars) for purposes of the Loan Documents shall be such Dollar Equivalent amount as so determined by the Administrative Agent or the applicable L/C Issuer, as applicable.

(b) Wherever in this Agreement in connection with a Borrowing, conversion, continuation or prepayment of an Alternative Currency Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Dollars, but such Borrowing, Loan or Letter of Credit is denominated in an Alternative Currency, such amount shall be the relevant Alternative Currency Equivalent of such Dollar amount (rounded to the nearest unit of such Alternative Currency, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be.

(c) The Administrative Agent does not warrant, nor accept responsibility, nor shall the Administrative Agent have any liability with respect to the administration, submission or any other matter related to the rates in the definition of "Eurocurrency Rate", "Alternative Currency Daily Rate", "Alternative Currency Term Rate", "Basic ESTR" or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate (including, without limitation, any Successor Rate) or the effect of any of the foregoing, or of any Conforming Changes.

1.06 Additional Alternative Currencies.

(a) The Company may from time to time request that Alternative Currency Loans be made and/or Letters of Credit be issued in a currency other than those specifically listed in the definition of "Alternative Currency"; provided that such requested currency is an Eligible Currency. In the case of any such request with respect to the making of Alternative Currency Loans, such request shall be subject to the approval of the Administrative Agent and each Lender with a Commitment under the facility for which such currency is requested to be made available; and in the case of any such request with respect to the issuance of Letters of Credit, such request shall be subject to the approval of the Administrative Agent and the applicable L/C Issuer.

(b) Any such request shall be made to the Administrative Agent not later than 11:00 a.m., twenty (20) Business Days prior to the date of the desired Credit Extension (or such other time or date as may be agreed by the Administrative Agent and, in the case of any such request pertaining to Letters of Credit, the applicable L/C Issuer, in its or their sole discretion). In the case of any such request pertaining to Alternative Currency Term Rate Loans, the Administrative Agent shall promptly notify each applicable Lender thereof; and in the case of any such request pertaining to Letters of Credit, the Administrative Agent shall promptly notify the applicable L/C Issuer thereof. Each applicable Lender (in the case of any such request pertaining to Alternative Currency Term Rate Loans) or the applicable L/C Issuer (in the case of a request pertaining to Letters of Credit) shall notify the Administrative Agent, not later than 11:00 a.m., ten (10) Business Days after receipt of such request whether it consents, in its sole discretion, to the making of Alternative Currency Term Rate Loans or the issuance of Letters of Credit, as the case may be, in such requested currency.

(c) Any failure by a Lender or an L/C Issuer, as the case may be, to respond to such request within the time period specified in the preceding sentence shall be deemed to be a refusal by such Lender or such L/C Issuer, as the case may be, to permit Alternative Currency Term Rate Loans to be made or Letters of Credit to be issued in such requested currency. If the Administrative Agent and all the applicable Lenders consent to making Alternative Currency Term Rate Loans in such requested currency and the Administrative Agent and such Lenders reasonably determine that an appropriate interest rate is available to be used for such requested currency, the Administrative Agent shall so notify the Company and (i) the Administrative Agent and such Lenders may amend the definition of Alternative Currency Daily Rate or Alternative Currency Term Rate to the extent necessary to add the applicable rate for such currency and any applicable adjustment for such rate

and (ii) to the extent the definition of Alternative Currency Daily Rate or Alternative Currency Term Rate, as applicable, has been amended to reflect the appropriate rate for such currency, such currency shall thereupon be deemed for all purposes to be an Alternative Currency for purposes of any Borrowings of Alternative Currency Loans. If the Administrative Agent and the applicable L/C Issuer consent to the issuance of Letters of Credit in such requested currency, the Administrative Agent shall so notify the Company and (x) the Administrative Agent and the applicable L/C Issuer may amend the definition of Alternative Currency Daily Rate or Alternative Currency Term Rate, as applicable, to the extent necessary to add the applicable rate for such currency and any applicable adjustment for such rate and (y) to the extent the definition of Alternative Currency Daily Rate or Alternative Currency Term Rate, as applicable, has been amended to reflect the appropriate rate for such currency, such currency shall thereupon be deemed for all purposes to be an Alternative Currency, for purposes of any Letter of Credit issuances. If the Administrative Agent shall fail to obtain consent to any request for an additional currency under this Section 1.06, the Administrative Agent shall promptly so notify the Company.

1.07 Change of Currency.

(a) Each obligation of the Borrowers to make a payment denominated in the national currency unit of any member state of the European Union that adopts the Euro as its lawful currency after the Closing Date shall be redenominated into Euro at the time of such adoption. If, in relation to the currency of any such member state, the basis of accrual of interest expressed in this Agreement in respect of that currency shall be inconsistent with any convention or practice in the interbank market for the basis of accrual of interest in respect of the Euro, such expressed basis shall be replaced by such convention or practice with effect from the date on which such member state adopts the Euro as its lawful currency; provided that if any Borrowing in the currency of such member state is outstanding immediately prior to such date, such replacement shall take effect, with respect to such Borrowing, at the end of the then current Interest Period.

(b) Each provision of this Agreement shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect the adoption of the Euro by any member state of the European Union and any relevant market conventions or practices relating to the Euro.

(c) Each provision of this Agreement also shall be subject to such reasonable changes of construction as the Administrative Agent may from time to time specify to be appropriate to reflect a change in currency of any other country and any relevant market conventions or practices relating to the change in currency.

1.08 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

1.09 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent of the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the Dollar Equivalent of the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

1.10 Limited Condition Acquisition. It is understood and agreed that, notwithstanding anything to the contrary in this Agreement, if the proceeds of any Incremental Term Facility are being used

to finance a Limited Condition Acquisition, and the Company has obtained commitments of Lenders to fund such Incremental Term Facility ("Incremental Financing Commitments"), then at the Company's option (the Company's election to exercise such option in connection with any Limited Condition Acquisition, a "LCA Election"):

(a) the conditions set forth in Section 2.16(b), clauses (i)(B)(1) and (i)(B)(2) of Section 2.16(f), Section 4.02(a), Section 4.02(b), and clauses (a) and (d) in the definition of "Permitted Acquisition" shall be limited as follows, if and to the extent such Lenders so agree in their Incremental Financing Commitments: (i) the conditions set forth in clause (i)(B)(2) of Section 2.16(f), Section 4.02(a) and clause (d) of the definition of "Permitted Acquisition" shall be limited such that the only representations and warranties the accuracy of which shall be a condition to the availability of such Incremental Term Facility shall be (A) customary "specified representations" (as agreed by the Administrative Agent and the lenders providing such Incremental Term Facility), and (B) such representations and warranties under the definitive agreement governing such Limited Condition Acquisition (the "Limited Condition Acquisition Agreement") as entitle the applicable Loan Party (or the applicable Subsidiary) to terminate its obligations under such Limited Condition Acquisition Agreement or decline to consummate such Limited Condition Acquisition, in each case, without paying any penalty or compensation to the other party or incurring liability for breach if such representations and warranties fail to be true and correct; provided that on the date the Limited Condition Acquisition Agreement is executed (such date of execution, the "LCA Test Date"), and as a condition to entering into such Limited Condition Acquisition Agreement, the representations and warranties of each Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) on and as of the relevant LCA Test Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) as of such earlier date, and (ii) the reference in Section 2.16(b), clause (i)(B)(2) of Section 2.16(f), Section 4.02(b) and clause (a) in the definition of "Permitted Acquisition" to no Default or no Event of Default, as applicable, means (A) no Default or no Event of Default, as applicable, shall have occurred and be continuing at the time of the execution of the Limited Condition Acquisition Agreement, and (B) no Event of Default under Section 8.01(a), 8.01(f) or 8.01(g) shall have occurred and be continuing immediately prior to or after giving effect to the funding of such Incremental Term Facility in connection with the consummation of such Limited Condition Acquisition, and/or

(b) for purposes of determining whether the conditions and measurements set forth in Section 2.16(a)(ii) (if applicable), Section 2.16(l) or clause (f) in the definition of "Permitted Acquisition" have been satisfied in connection with such Limited Condition Acquisition, the date of determination of whether any such condition or measurement has been satisfied shall be deemed to be the relevant LCA Test Date, and if, for the Limited Condition Acquisition and the funding of such Incremental Term Facility in connection with the consummation of such Limited Condition Acquisition, the Loan Party or the applicable Subsidiary would have satisfied such condition or measurement on the relevant LCA Test Date, such condition or measurement shall be deemed to have been satisfied.

If the Company has made a LCA Election for any Limited Condition Acquisition, then in connection with (i) the calculation of the financial covenant set forth in Section 7.11 and the computation of the Applicable Rate following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated and the date that the definitive agreement governing such Limited Condition Acquisition is terminated or expires

without consummation of such Limited Condition Acquisition, the Consolidated Total Leverage Ratio shall be measured on a standalone basis without giving effect to such Limited Condition Acquisition and the other transactions in connection therewith and (ii) any other calculation of any ratio, test or basket availability with respect to any Specified Transaction (each, a "Subsequent Transaction") following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Acquisition is consummated and the date that the definitive agreement governing such Limited Condition Acquisition is terminated or expires without consummation of such Limited Condition Acquisition, for purposes of determining whether such Subsequent Transaction is permitted under this Agreement, any such ratio, test or basket shall be calculated and tested on a Pro Forma Basis assuming such Limited Condition Acquisition and the other transactions in connection therewith have been consummated until such time as the applicable Limited Condition Acquisition has actually closed or the applicable Limited Condition Acquisition Agreement has been terminated or expires without consummation of such Limited Condition Acquisition. It is understood and agreed that this Section 1.10 shall not limit the conditions set forth in Section 4.02 or in the definition of "Permitted Acquisition" with respect to any proposed Borrowing of Revolving Loans or Swing Line Loans or any issuance of Letters of Credit, in each case, in connection with such Limited Condition Acquisition or otherwise.

1.11 Dutch Terms. In this Agreement where it relates to a Loan Party incorporated in the Netherlands a reference to:

(a) a necessary corporate or other organizational action where applicable includes without limitation:

(i) any action any action required to comply with the Works Councils Act of the Netherlands (*Wet op de ondernemingsraden*); and

(ii) obtaining an unconditional positive advice (*advies*) from the competent works council(s) if a positive advice is required pursuant to the Works Councils Act (*Wet op de ondernemingsraden*);

(b) a security interest includes any mortgage (*hypotheek*), pledge (*pandrecht*), retention of title arrangement (*eigendomsvoorbehoud*), right of retention (*recht van retentie*), right to reclaim goods (*recht van reclame*), and, in general, any right in rem (*beperkt recht*), created for the purpose of granting security (*goederenrechtelijk zekerheidsrecht*);

(c) a winding-up or dissolution includes a bankruptcy (*faillissement*) or dissolution (*ontbinding*);

(d) a moratorium includes *surseance van betaling* and a moratorium is declared or occurs includes *surseance verleend*;

(e) any step or procedure taken in connection with insolvency proceedings includes a Dutch entity having filed a notice under section 36 of the Tax Collection Act of the Netherlands (*Invorderingswet 1990*);

(f) a liquidator includes a *curator* or a *beoogd curator*;

(g) an administrator includes a *bewindvoerder*, a *beoogd bewindvoerder*, a *stille bewindvoerder* and a *herstructureringsdeskundige* or an *observator*;

(h) an attachment includes a *conservatoir beslag* or *executoriaal beslag*;

(i) gross negligence means *grove schuld*; and

(j) willful misconduct means *opzet*.

1.12 Luxembourg Terms. In this Agreement or any other Loan Document, if applicable, where it relates to a Luxembourg Obligor, a reference to:

(a) a winding-up, administration or dissolution includes bankruptcy (*faillite*), insolvency, voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de la faillite*), moratorium or reprieve from payments (*sursis de paiement*), controlled management (*gestion contrôlée*), a general settlement with creditors, reorganisation or similar law affecting the rights of creditors generally;

(b) a receiver, administrative receiver, administrator, trustee in bankruptcy, judicial custodian, sequestrator, conservator, compulsory manager, or similar officer includes a *juge délégué*, *expert-vérificateur*, *commissaire*, *juge-commissaire*, *mandataire ad hoc*, *administrateur provisoire*, *liquidateur* or *curateur*;

(c) a person being unable to pay its debts includes that person being in a state of cessation of payments (*cessation de paiements*);

(d) a lien, security or security interest includes any *hypothèque*, *nantissement*, *gage*, *privilège*, *sûreté réelle*, *droit de rétention*, and any type of security in rem (*sûreté réelle*) or agreement or arrangement having a similar effect and any transfer of title (*transfert à titre de garantie*) by way of security;

(e) a guarantee includes any guarantee which is independent from the debt to which it relates and excludes any suretyship (*cautionnement*) within the meaning of Articles 2011 et seq. of the Luxembourg Civil Code;

(f) an agent includes, without limitation, a *mandataire*;

(g) by-laws or constitutional documents includes its up-to-date articles of association (*statuts*);

(h) shares includes *parts sociales*;

(i) a set-off includes, for purposes of Luxembourg law, legal set-off; and

(j) a director and/or manager includes a *gérant* or an *administrateur*.

ARTICLE II.

THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 Revolving Loans, Term A Loan and Term B Loan.

(a) Revolving Loans. Subject to the terms and conditions set forth herein, each Revolving Lender severally agrees to make loans (each such loan, a "Revolving Loan") to the Borrowers or any of them in Dollars or in one or more Alternative Currencies from time to time,

on any Business Day during the Availability Period, in an aggregate amount not to exceed at any time outstanding the amount of such Lender's Revolving Commitment; provided, however, that after giving effect to any Borrowing of Revolving Loans:

(i) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments; and

(ii) the aggregate Outstanding Amount of the Revolving Loans of any Lender, plus such Lender's Applicable Percentage of the Outstanding Amount of all L/C Obligations, plus such Lender's Applicable Percentage of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Revolving Commitment.

Within the limits of each Lender's Revolving Commitment, and subject to the other terms and conditions hereof, each Borrower may borrow under this Section 2.01(a), prepay under Section 2.06, and reborrow under this Section 2.01. Revolving Loans (x) made to any U.S. Borrower may be Base Rate Loans, Eurocurrency Rate Loans or Alternative Currency Loans or (y) made to any Non-U.S. Borrower may be Eurocurrency Rate Loans or Alternative Currency Loans, in each case as further provided herein.

(b) Term A Loan. Subject to the terms and conditions set forth herein, each Lender severally agrees to make its portion of a term loan (the "Term A Loan") to the Company in Dollars on the Closing Date in an amount not to exceed such Lender's Term A Loan Commitment. Amounts repaid on the Term A Loan may not be reborrowed. The Term A Loan may consist of Base Rate Loans or Eurocurrency Rate Loans, or a combination thereof, as further provided herein, provided, however, any Borrowings made on the Closing Date shall be made as Base Rate Loans unless the Company delivers a funding indemnity letter not less than three (3) Business Days prior to the date of such Borrowing.

(c) Term B Loan. Subject to the terms and conditions set forth herein, each Lender severally agrees to make its portion of a term loan (the "Term B Loan") to the Company in Dollars on the Closing Date in an amount not to exceed such Lender's Term B Loan Commitment. Amounts repaid on the Term B Loan may not be reborrowed. The Term B Loan may consist of Base Rate Loans or Eurocurrency Rate Loans, or a combination thereof, as further provided herein, provided, however, any Borrowings made on the Closing Date shall be made as Base Rate Loans unless the Company delivers a funding indemnity letter not less than three (3) Business Days prior to the date of such Borrowing.

2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Borrowing of Loans (other than Swing Line Loans), each conversion of Loans (other than Swing Line Loans) from one Type to the other, and each continuation of Eurocurrency Rate Loans or Alternative Currency Term Rate Loans, shall be made upon a Borrower's irrevocable notice to the Administrative Agent, which may be given by (A) telephone or (B) a Loan Notice; provided that any telephonic notice must be confirmed promptly by delivery to the Administrative Agent of a Loan Notice. Each such Loan Notice must be received by the Administrative Agent not later than 11:00 a.m. (i) three (3) Business Days prior to the requested date of any Borrowing of, conversion to or continuation of Eurocurrency Rate Loans denominated in Dollars or of any conversion of Eurocurrency Rate Loans denominated in Dollars to Base Rate Loans, (ii) in the case of Alternative Currency Loans, four Business Days (or five Business Days in the case of a Special Notice Currency) prior to the requested date of any Borrowing or, in the case of Alternative Currency Term Rate Loans, any continuation, and (iii) on the requested date of any Borrowing of Base Rate Loans. Each Borrowing of, conversion to or continuation of

Eurocurrency Rate Loans or Alternative Currency Loans shall be in a principal amount of the Dollar Equivalent of $1,000,000 or a whole multiple of the Dollar Equivalent of $1,000,000 in excess thereof. Except as provided in Sections 2.03(c) and 2.05(c), each Borrowing of or conversion to Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof. Each Loan Notice shall specify (i) whether the Company is requesting a Borrowing, a conversion of Loans from one Type to the other, or a continuation of Eurocurrency Rate Loans or Alternative Currency Term Rate Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, (v) if applicable, the duration of the Interest Period with respect thereto, (vi) the currency of the Loans to be borrowed, and (vii) the applicable Borrower. If a Borrower fails to specify a currency in a Loan Notice requesting a Borrowing, then the Loans so requested shall be made in Dollars. If a Borrower fails to specify a Type of Loan in a Loan Notice or if a Borrower fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made as, or converted to, Base Rate Loans; provided, however, that in the case of a failure to timely request a continuation of Alternative Currency Term Rate Loans, such Loans shall be continued as Alternative Currency Term Rate Loans in their original currency with an Interest Period of one (1) month. Any automatic conversion to Base Rate Loans shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Loans. If a Borrower requests a Borrowing of, conversion to, or continuation of Eurocurrency Rate Loans or Alternative Currency Term Rate Loans in any such Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month. No Loan may be converted into or continued as a Loan denominated in a different currency, but instead must be repaid in the original currency of such Loan and reborrowed in the other currency. Notwithstanding anything to the contrary herein, no Swing Line Loan may be converted to any other Type of Loan.

(b) Following receipt of a Loan Notice, the Administrative Agent shall promptly notify each Lender of the amount (and currency) of its Applicable Percentage of the applicable Loans, and if no timely notice of a conversion or continuation is provided by the applicable Borrower, the Administrative Agent shall notify each Lender of the details of any automatic conversion to Base Rate Loans or continuation of Alternative Currency Term Rate Loans, in each case as described in the preceding subsection. In the case of a Borrowing, each Lender shall make the amount of its Loan available to the Administrative Agent in Same Day Funds at the Administrative Agent's Office for the applicable currency not later than 1:00 p.m., in the case of any Loan denominated in Dollars, and not later than the Applicable Time specified by the Administrative Agent in the case of any Loan denominated in an Alternative Currency, in each case on the Business Day specified in the applicable Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is the initial Credit Extension, Section 4.01), the Administrative Agent shall make all funds so received available to the applicable Borrower in like funds as received by the Administrative Agent either by, as directed by such Borrower, (i) crediting the account of such Borrower on the books of Bank of America with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by such Borrower; provided, however, that if, on the date the Loan Notice with respect to such Borrowing denominated in Dollars is given by a Borrower, there are L/C Borrowings outstanding, then the proceeds of such Borrowing, first, shall be applied to the payment in full of any such L/C Borrowings, and, second, shall be made available to the applicable Borrower as provided above.

(c) Except as otherwise provided herein, a Eurocurrency Rate Loan or Alternative Currency Term Rate Loan may be continued or converted only on the last day of an Interest Period for such Loan. During the existence of a Default, no Loans may be requested as, converted to or continued as Eurocurrency Rate Loans or Alternative Currency Loans, as applicable, without the consent of the Required Lenders or the Required Revolving Lenders (as applicable with respect to such Loans), and the Required Revolving Lenders may demand that any or all of the then-outstanding Alternative Currency Loans be prepaid, or

redenominated into Dollars in the amount of the Dollar Equivalent thereof, on the last day of the then-current Interest Period with respect thereto.

(d) The Administrative Agent shall promptly notify (i) the Company and the Lenders of the interest rate applicable to any Interest Period for Eurocurrency Rate Loans or Alternative Currency Term Rate Loans upon determination of such interest rate and (ii) the relevant Borrower of the interest rate applicable to Euro Swing Line Rate Loans upon determination of such interest rate.

(e) After giving effect to all Borrowings, all conversions of Revolving Loans and Term Loans from one Type to the other, and all continuations of Revolving Loans and Term Loans as the same Type, there shall not be more than ten Interest Periods in effect.

(f) Notwithstanding anything to the contrary in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Company, the Administrative Agent, and such Lender.

(g) With respect to any Alternative Currency Daily Rate the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Company and the Lenders reasonably promptly after such amendment becomes effective.

2.03 Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) each L/C Issuer agrees, in reliance upon the agreements of the Revolving Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit denominated in Dollars or in one or more Alternative Currencies for the account of the Company or any Subsidiary, and to amend Letters of Credit previously issued by it, in accordance with subsection (b) below, and (2) to honor drawings under the Letters of Credit; provided that no more than three L/C Issuers (including Bank of America) may provide Letters of Credit hereunder in Alternative Currencies at any time; and (B) the Revolving Lenders severally agree to participate in Letters of Credit issued for the account of the Company (or the applicable Subsidiary) and any drawings thereunder; provided that after giving effect to any L/C Credit Extension with respect to any Letter of Credit, (x) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments, (y) the Revolving Credit Exposure of any Lender shall not exceed such Lender's Revolving Commitment and (z) the aggregate Outstanding Amount of the L/C Obligations shall not exceed the Letter of Credit Sublimit. Each request by the Company or any other Borrower for the issuance or amendment of a Letter of Credit shall be deemed to be a representation by the Company or such other Borrower that the L/C Credit Extension so requested complies with the conditions set forth in the proviso to the preceding sentence. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrowers' ability to obtain Letters of Credit shall be fully revolving, and accordingly the Borrowers may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or

that have been drawn upon and reimbursed. All Existing Letters of Credit shall be deemed to have been issued pursuant hereto and deemed L/C Obligations, and from and after the Closing Date shall be subject to and governed by the terms and conditions hereof.

(ii) No L/C Issuer shall issue any Letter of Credit, if:

(A) subject to Section 2.03(b)(iii), the expiry date of the requested Letter of Credit would occur more than eighteen (18) months after the date of issuance or last extension, unless the Required Revolving Lenders have approved such expiry date; or

(B) the expiry date of the requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Revolving Lenders have approved such expiry date.

(iii) No L/C Issuer shall be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Issuer from issuing such Letter of Credit, or any Law applicable to such L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit, or request that such L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such L/C Issuer is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which such L/C Issuer in good faith deems material to it;

(B) the issuance of such Letter of Credit would violate one or more policies of such L/C Issuer applicable to letters of credit generally;

(C) except as otherwise agreed by the applicable L/C Issuer, the Letter of Credit is in an initial stated amount less than the Dollar Equivalent of $50,000 (or in such lesser amount as such L/C Issuer may agree in its sole discretion);

(D) except as otherwise agreed by the Administrative Agent and such L/C Issuer, the Letter of Credit is to be denominated in a currency other than Dollars or an Alternative Currency;

(E) such L/C Issuer does not as of the issuance date of the requested Letter of Credit issue Letters of Credit in the requested currency; or

(F) any Lender is at that time a Defaulting Lender, unless such L/C Issuer has entered into arrangements, including the delivery of Cash Collateral, satisfactory to such L/C Issuer (in its sole discretion) with the Company (or any other Borrower) or such Lender to eliminate such L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.18(a)(iv)) with respect to the Defaulting Lender arising from either the Letter of Credit then proposed to be

issued or that Letter of Credit and all other L/C Obligations as to which such L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion.

(iv) No L/C Issuer shall amend any Letter of Credit if such L/C Issuer would not be permitted at such time to issue the Letter of Credit in its amended form under the terms hereof.

(v) No L/C Issuer shall be under any obligation to amend any Letter of Credit if (A) such L/C Issuer would have no obligation at such time to issue the Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of the Letter of Credit does not accept the proposed amendment to the Letter of Credit.

(vi) Each L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article IX with respect to any acts taken or omissions suffered by such L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article IX included such L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to such L/C Issuer.

(b) Procedures for Issuance and Amendment of Letters of Credit; Auto-Extension Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of the Company or any other Borrower delivered to the applicable L/C Issuer (with a copy to the Administrative Agent, if Bank of America is not the applicable L/C Issuer) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Officer of the Company or such other Borrower. Such Letter of Credit Application may be sent by facsimile, by United States mail, by overnight courier, by electronic transmission using the system provided by such L/C Issuer, by personal delivery or by any other means acceptable to such L/C Issuer. Such Letter of Credit Application must be received by the applicable L/C Issuer and the Administrative Agent not later than 11:00 a.m. at least two (2) Business Days (or such later date and time as the Administrative Agent and such L/C Issuer may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the applicable L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount and currency thereof (and in the absence of specification of currency, shall be deemed a request for a Letter of Credit denominated in Dollars); (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) the purpose and nature of the requested Letter of Credit; and (H) such other matters as such L/C Issuer may require. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to such L/C Issuer (A) the Letter of Credit to be amended; (B) the proposed date of amendment thereof (which shall be a Business Day); (C) the nature of the proposed amendment; and (D) such other matters as such L/C Issuer may require.

Additionally, the applicable Borrower shall furnish to such L/C Issuer and the Administrative Agent such other documents and information pertaining to such requested Letter of Credit issuance or amendment, including any Issuer Documents, as such L/C Issuer or the Administrative Agent may require.

(ii) Promptly after receipt of any Letter of Credit Application, the applicable L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit Application from the applicable Borrower and, if not, such L/C Issuer will provide the Administrative Agent with a copy thereof. Unless such L/C Issuer has received written notice from any Lender, the Administrative Agent or any Loan Party, at least one Business Day prior to the requested date of issuance or amendment of the applicable Letter of Credit, that one or more applicable conditions contained in Article IV shall not then be satisfied, then, subject to the terms and conditions hereof, such L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the Company (or the applicable Subsidiary) or enter into the applicable amendment, as the case may be, in each case in accordance with such L/C Issuer's usual and customary business practices. Immediately upon the issuance of each Letter of Credit, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from such L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Letter of Credit.

(iii) If the Company or any other Borrower so requests in any applicable Letter of Credit Application, the applicable L/C Issuer may, in its sole discretion, agree to issue a Letter of Credit that has automatic extension provisions (each, an "Auto-Extension Letter of Credit"); provided that any such Auto-Extension Letter of Credit must permit such L/C Issuer to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "Non-Extension Notice Date") in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Unless otherwise directed by such L/C Issuer, the applicable Borrower shall not be required to make a specific request to such L/C Issuer for any such extension. Once an Auto-Extension Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the applicable L/C Issuer to permit the extension of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided, however, that such L/C Issuer shall not permit any such extension if (A) such L/C Issuer has determined that it would not be permitted, or would have no obligation, at such time to issue such Letter of Credit in its revised form (as extended) under the terms hereof (by reason of the provisions of clause (ii) or (iii) of Section 2.03(a) or otherwise), or (B) it has received notice (which may be by telephone or in writing) on or before the day that is seven (7) Business Days before the Non-Extension Notice Date (1) from the Administrative Agent that the Required Revolving Lenders have elected not to permit such extension or (2) from the Administrative Agent, any Lender or the Company that one or more of the applicable conditions specified in Section 4.02 is not then satisfied, and in each case directing such L/C Issuer not to permit such extension.

(iv) If the Company or any other Borrower so requests in any applicable Letter of Credit Application, the applicable L/C Issuer may, in its sole discretion, agree to issue a Letter of Credit that permits the automatic reinstatement of all or a portion of the stated amount thereof after any drawing thereunder (each, an "Auto-Reinstatement Letter of Credit"). Unless otherwise directed by such L/C Issuer, the applicable Borrower shall not

be required to make a specific request to the applicable L/C Issuer to permit such reinstatement. Once an Auto-Reinstatement Letter of Credit has been issued, except as provided in the following sentence, the Lenders shall be deemed to have authorized (but may not require) the applicable L/C Issuer to reinstate all or a portion of the stated amount thereof in accordance with the provisions of such Letter of Credit. Notwithstanding the foregoing, if such Auto-Reinstatement Letter of Credit permits the applicable L/C Issuer to decline to reinstate all or any portion of the stated amount thereof after a drawing thereunder by giving notice of such non-reinstatement within a specified number of days after such drawing (the "Non-Reinstatement Deadline"), such L/C Issuer shall not permit such reinstatement if it has received a notice (which may be by telephone or in writing) on or before the day that is seven (7) Business Days before the Non-Reinstatement Deadline (A) from the Administrative Agent that the Required Revolving Lenders have elected not to permit such reinstatement or (B) from the Administrative Agent, any Lender or the Company that one or more of the applicable conditions specified in Section 4.02 is not then satisfied (treating such reinstatement as an L/C Credit Extension for purposes of this clause) and, in each case, directing such L/C Issuer not to permit such reinstatement.

(v) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable L/C Issuer will also deliver to the applicable Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the applicable L/C Issuer shall notify the applicable Borrower and the Administrative Agent thereof. In the case of a Letter of Credit denominated in an Alternative Currency, the applicable Borrower shall reimburse such L/C Issuer in such Alternative Currency, unless (A) the applicable L/C Issuer (at its option) shall have specified in such notice that it will require reimbursement in Dollars, or (B) in the absence of any such requirement for reimbursement in Dollars, the applicable Borrower shall have notified such L/C Issuer promptly following receipt of the notice of drawing that the applicable Borrower will reimburse such L/C Issuer in Dollars. In the case of any such reimbursement in Dollars of a drawing under a Letter of Credit denominated in an Alternative Currency, the applicable L/C Issuer shall notify the applicable Borrower of the Dollar Equivalent of the amount of the drawing promptly following the determination thereof. If the applicable Borrower is notified prior to 11:00 a.m. on the date of any payment by an L/C Issuer under a Letter of Credit to be reimbursed in Dollars, or prior to the Applicable Time on the date of any payment by an L/C Issuer under a Letter of Credit to be reimbursed in an Alternative Currency (each such date, an "Honor Date"), the applicable Borrower shall reimburse the applicable L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing and in the applicable currency on such date (or, if notified after such time, then no later than 11:00 a.m. on the next succeeding Business Day with respect to any payment by the applicable L/C Issuer under a Letter of Credit to be reimbursed in Dollars or the Applicable Time on the next succeeding Business Day with respect to any payment by the applicable L/C Issuer under a Letter of Credit to be reimbursed in an Alternative Currency). In the event that (A) a drawing denominated in an Alternative Currency is to be reimbursed in Dollars pursuant to the second sentence in this Section 2.03(c)(i) and (B) the Dollar amount paid by the applicable Borrower, whether on or after the Honor Date, shall not be adequate on the date of that payment to purchase in accordance with normal banking procedures a sum

denominated in the Alternative Currency equal to the drawing, the applicable Borrower agrees, as a separate and independent obligation, to indemnify the applicable L/C Issuer for the loss resulting from its inability on that date to purchase the Alternative Currency in the full amount of the drawing. If the applicable Borrower fails to timely reimburse an L/C Issuer on the Honor Date, the Administrative Agent shall promptly notify each Lender of the Honor Date, the amount of the unreimbursed drawing (expressed in Dollars in the amount of the Dollar Equivalent thereof in the case of a Letter of Credit denominated in an Alternative Currency) (the "Unreimbursed Amount"), and the amount of such Lender's Applicable Percentage thereof. In such event, the applicable Borrower shall be deemed to have requested a Borrowing of Revolving Loans that are Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Revolving Loans that are Base Rate Loans, but subject to the amount of the unutilized portion of the Aggregate Revolving Commitments and the conditions set forth in Section 4.02 (other than the delivery of a Loan Notice) and provided that, after giving effect to such Borrowing, the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments. Any notice given by an L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if promptly confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Revolving Lender shall upon any notice pursuant to Section 2.03(c)(i) make funds available (and the Administrative Agent may apply Cash Collateral provided for this purpose) for the account of the applicable L/C Issuer, in Dollars, at the Administrative Agent's Office for Dollar-denominated payments in an amount equal to its Applicable Percentage of the Unreimbursed Amount not later than 1:00 p.m. on the Business Day specified in such notice by the Administrative Agent, whereupon, subject to the provisions of Section 2.03(c)(iii), each Revolving Lender that so makes funds available shall be deemed to have made a Revolving Loan that is a Base Rate Loan to the applicable Borrower in such amount. The Administrative Agent shall remit the funds so received to the applicable L/C Issuer in Dollars.

(iii) With respect to any Unreimbursed Amount that is not fully refinanced by a Borrowing of Revolving Loans that are Base Rate Loans because the conditions set forth in Section 4.02 cannot be satisfied or for any other reason, the applicable Borrower shall be deemed to have incurred from the applicable L/C Issuer an L/C Borrowing in the amount of the Unreimbursed Amount that is not so refinanced, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the Default Rate. In such event, each Revolving Lender's payment to the Administrative Agent for the account of the applicable L/C Issuer pursuant to Section 2.03(c)(ii) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 2.03.

(iv) Until each Revolving Lender funds its Revolving Loan or L/C Advance pursuant to this Section 2.03(c) to reimburse the applicable L/C Issuer for any amount drawn under any Letter of Credit issued by such L/C Issuer, interest in respect of such Lender's Applicable Percentage of such amount shall be solely for the account of such L/C Issuer.

(v) Each Revolving Lender's obligation to make Revolving Loans or L/C Advances to reimburse each L/C Issuer for amounts drawn under Letters of Credit issued by such L/C Issuer, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against an L/C Issuer, the Company, any Subsidiary or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Revolving Loans pursuant to this Section 2.03(c) is subject to the conditions set forth in Section 4.02 (other than delivery by the applicable

(vi) Borrower of a Loan Notice). No such making of an L/C Advance shall relieve or otherwise impair the obligation of the applicable Borrower to reimburse an L/C Issuer for the amount of any payment made by such L/C Issuer under any Letter of Credit, together with interest as provided herein. If any Revolving Lender fails to make available to the Administrative Agent for the account of an L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), then, without limiting the other provisions of this Agreement, such L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by such L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Revolving Loan included in the relevant Borrowing or L/C Advance in respect of the relevant L/C Borrowing, as the case may be. A certificate of an L/C Issuer submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (vi) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) At any time after an L/C Issuer has made a payment under any Letter of Credit issued by such L/C Issuer and has received from any Revolving Lender such Lender's L/C Advance in respect of such payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of such L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the applicable Borrower or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Applicable Percentage thereof in Dollars and in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of an L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by an L/C Issuer in its discretion), each Revolving Lender shall pay to the Administrative Agent for the account of such L/C Issuer its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate per annum equal to the applicable Overnight Rate from time to time in effect. The obligations of the Revolving

Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the applicable Borrower to reimburse each L/C Issuer for each drawing under each Letter of Credit issued by such L/C Issuer and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other Loan Document; the existence of any claim, counterclaim, setoff, defense or other right that the Company or any Subsidiary may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the applicable L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(ii) any draft, demand, endorsement, certificate or other document presented under or in connection with such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iii) waiver by such L/C Issuer of any requirement that exists for such L/C Issuer's protection and not the protection of any Borrower or any waiver by such L/C Issuer which does not in fact materially prejudice such Borrower;

(iv) honor of a demand for payment presented electronically even if such Letter of Credit requires that demand be in the form of a draft;

(v) any payment made by such L/C Issuer in respect of an otherwise complying item presented after the date specified as the expiration date of, or the date by which documents must be received under, such Letter of Credit if presentation after such date is authorized by the UCC, the ISP or the UCP, as applicable;

(vi) any payment by such L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by such L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(vii) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative Currency to the Company or any Subsidiary or in the relevant currency markets generally; or

(viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Company or any Subsidiary.

The applicable Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with the applicable Borrower's instructions or other irregularity, such Borrower will immediately notify the applicable L/C Issuer. The applicable Borrower shall be conclusively deemed to have waived any such claim against such L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Lender and the Borrowers agree that, in paying any drawing under a Letter of Credit, the applicable L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the L/C Issuers, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders, the Required Pro Rata Facilities Lenders, the Required Revolving Lenders or the Required Lenders, as applicable; (ii) any action taken or omitted in the absence of bad faith, gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Issuer Document. The applicable Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude such Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the L/C Issuers, the Administrative Agent, any of their respective Related Parties nor any correspondent, participant or assignee of any L/C Issuer shall be liable or responsible for any of the matters described in clauses (i) through (viii) of Section 2.03(e); provided, however, that anything in such clauses to the contrary notwithstanding, the applicable Borrower may have a claim against an L/C Issuer, and an L/C Issuer may be liable to such Borrower, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by such Borrower which such Borrower proves, as determined by a final non-appealable judgment of a court of competent jurisdiction, were caused by such L/C Issuer's bad faith, willful misconduct or gross negligence or such L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight or time draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, an L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and such L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring, endorsing or assigning or purporting to transfer, endorse or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason. The L/C Issuers may send a Letter of Credit or conduct any communication to or from the beneficiary via the Society for Worldwide Interbank Financial Telecommunication ("SWIFT") message or overnight courier, or any other commercially reasonable means of communicating with a beneficiary.

(g) Applicability of ISP and UCP; Limitation of Liability. Unless otherwise expressly agreed by the applicable L/C Issuer and the applicable Borrower when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the ISP shall apply to each standby Letter of Credit and (ii) the rules of the UCP shall apply to each commercial Letter of Credit. Notwithstanding the foregoing, no L/C Issuer shall be responsible to any Borrower for, and no L/C Issuer's rights and remedies against any Borrower shall be impaired by, any action or inaction of such L/C Issuer required or permitted under any Law, order, or practice that is required or permitted to be applied to any Letter of Credit or this Agreement, including the Law or any order of a jurisdiction where such L/C Issuer or the beneficiary is located, the practice

stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements, or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade - International Financial Services Association (BAFT-IFSA), or the Institute of International Banking Law & Practice, whether or not any Letter of Credit chooses such Law or practice.

(h) Letter of Credit Fees. The Company shall pay to the Administrative Agent for the account of each Revolving Lender in accordance, subject to adjustment as provided in Section 2.18, with its Applicable Percentage, in Dollars, a Letter of Credit fee (the "Letter of Credit Fee") (A) for each commercial Letter of Credit equal to one-half (½) of one percent (1.00%) per annum times the Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit, and (B) for each standby Letter of Credit equal to the Applicable Rate for Letter of Credit Fees times the Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.09. Letter of Credit Fees shall be (x) due and payable on the first (1st) Business Day after the end of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand and (y) computed on a quarterly basis in arrears. If there is any change in the Applicable Rate during any quarter, the daily amount available to be drawn under each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. Notwithstanding anything to the contrary contained herein, upon the request of the Required Revolving Lenders, while any Event of Default exists, all Letter of Credit Fees shall accrue at the Default Rate.

(i) Fronting Fee and Documentary and Processing Charges Payable to L/C Issuer. The applicable Borrower shall pay directly to each L/C Issuer for its own account, in Dollars, a fronting fee (i) with respect to each commercial Letter of Credit issued by such L/C Issuer, at the rate specified in the Fee Letters or otherwise agreed in writing by the applicable L/C Issuer and the applicable Borrower, as applicable, in each case computed on the Dollar Equivalent of the amount of such Letter of Credit and due and payable upon the issuance thereof, (ii) with respect to any amendment of a commercial Letter of Credit issued by such L/C Issuer increasing the amount of such Letter of Credit, at a rate separately agreed between the applicable Borrower and such L/C Issuer, computed on the Dollar Equivalent of the amount of such increase, and due and payable upon the effectiveness of such amendment, and (iii) with respect to each standby Letter of Credit issued by such L/C Issuer, at the rate per annum specified in the Fee Letters or otherwise agreed in writing by such L/C Issuer and the applicable Borrower, as applicable, in each case computed on the Dollar Equivalent of the daily amount available to be drawn under such Letter of Credit on a quarterly basis in arrears and due and payable on the first (1st) Business Day after the end of each March, June, September and December in respect of the most recently-ended quarterly period (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.09. In addition, the applicable Borrower shall pay directly to each L/C Issuer for its own respective account, in Dollars, the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable on demand and are nonrefundable.

(j) Letters of Credit Issued for Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder is in support of any obligations of, or is for the account of, a

Subsidiary, the Borrowers shall be jointly and severally obligated to reimburse, indemnify and compensate the applicable L/C Issuer hereunder for any and all drawings under such Letter of Credit as if such Letter of Credit had been issued solely for the account of the Company. Each Borrower irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. Each Borrower hereby acknowledges that the issuance of Letters of Credit for the account of Subsidiaries inures to the benefit of such Borrower, and that such Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

(k) Reporting of Letter of Credit Information. At any time that any Lender other than the Person serving as the Administrative Agent is an L/C Issuer, then (i) on the last Business Day of each calendar month, (ii) on each date that a Letter of Credit is amended, terminated or otherwise expires, (iii) on each date that an L/C Credit Extension occurs with respect to any Letter of Credit, and (iv) upon the request of the Administrative Agent, each L/C Issuer (or, in the case of clause (ii), (iii) or (iv), the applicable L/C Issuer) shall deliver to the Administrative Agent a report setting forth in form and detail reasonably satisfactory to the Administrative Agent information (including, without limitation, any reimbursement, Cash Collateral, or termination in respect of Letters of Credit issued by such L/C Issuer) with respect to each Letter of Credit issued by such L/C Issuer that is outstanding hereunder. No failure on the part of any L/C Issuer to provide such information pursuant to this Section 2.03(k) shall limit the obligation of the Borrowers or any applicable Lender hereunder with respect to its reimbursement and participation obligations, respectively, pursuant to this Section 2.03.

(l) Conflict with Issuer Documents. In the event of any conflict between the terms hereof and the terms of any Issuer Document, the terms hereof shall control.

2.04 [Reserved].

2.05 Swing Line Loans.

(a) Swing Line Facility. Subject to the terms and conditions set forth herein, the Swing Line Lender, in reliance upon the agreements of the other Revolving Lenders set forth in this Section 2.05, may in its sole discretion make loans in (A) Dollars (each such loan, a "U.S. Dollar Swing Line Loan") to the Borrowers or any of them from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the U.S. Dollar Swing Line Sublimit, notwithstanding the fact that such U.S. Dollar Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Revolving Loans and L/C Obligations of the Revolving Lender acting as Swing Line Lender, may exceed the amount of such Lender's Revolving Commitment; provided, however, that (x) after giving effect to any U.S. Dollar Swing Line Loan, (i) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments, and (ii) the Revolving Credit Exposure of any Lender shall not exceed such Lender's Revolving Commitment, (y) no Borrower shall use the proceeds of any U.S. Swing Line Loan to refinance any outstanding Swing Line Loan, and (z) the Swing Line Lender shall not be under any obligation to make any U.S. Dollar Swing Line Loan if it shall determine (which determination shall be conclusive and binding absent manifest error) that it has, or by such Credit Extension may have, Fronting Exposure or (B) Euros (each such loan, a "Euro Swing Line Loan" and together with the U.S. Dollar Swing Line Loans, the "Swing Line Loans") to the Borrowers or any of them from time to time on any Business Day during the Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Euro Swing Line Sublimit, notwithstanding the fact that such Euro Swing Line Loans, when aggregated with the Applicable Percentage of the Outstanding Amount of Revolving Loans and

L/C Obligations of the Revolving Lender acting as Swing Line Lender, may exceed the amount of such Lender's Revolving Commitment; provided, however, that (x) after giving effect to any Euro Swing Line Loan, (i) the Total Revolving Outstandings shall not exceed the Aggregate Revolving Commitments, and (ii) the Revolving Credit Exposure of any Lender shall not exceed such Lender's Revolving Commitment, (y) no Borrower shall use the proceeds of any Euro Swing Line Loan to refinance any outstanding Swing Line Loan, and (z) the Swing Line Lender shall not be under any obligation to make any Euro Swing Line Loan if it shall determine (which determination shall be conclusive and binding absent manifest error) that it has, or by such Credit Extension may have, Fronting Exposure. Within the foregoing limits, and subject to the other terms and conditions hereof, each Borrower may borrow under this Section 2.05, prepay under Section 2.06, and reborrow under this Section 2.05. Each U.S. Dollar Swing Line Loan shall be a Base Rate Loan and each Euro Swing Line Loan shall be a Euro Swing Line Rate Loan. Immediately upon the making of a Swing Line Loan, each Revolving Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Line Lender a risk participation in such Swing Line Loan in an amount equal to the product of such Lender's Applicable Percentage times the amount of such Swing Line Loan.

(b) Borrowing Procedures. Each Swing Line Borrowing shall be made upon the applicable Borrower's irrevocable notice to the Swing Line Lender and the Administrative Agent, which may be given by (A) telephone or (B) by a Swing Line Loan Notice; provided that any telephonic notice must be confirmed promptly by delivery to the Swing line Lender and the Administrative Agent of a Swing Line Loan Notice. Each such Swing Line Loan Notice must be received by the Swing Line Lender and the Administrative Agent (A) not later than 1:00 p.m. on the requested borrowing date (which shall be a Business Day) for a U.S. Dollar Swing Line Loan in the United States, (B) not later than 5:00 p.m. London time on the Business Day prior to the requested borrowing date (which shall be a Business Day) for a U.S. Dollar Swing Line Loan outside of the United States and (C) not later than 11:00 a.m. London Time on the Business Day prior to the requested borrowing date (which shall be a Business Day) for a Euro Swing Line Loan, and shall, in each case, specify (i) the amount to be borrowed, which shall be a minimum principal amount of $100,000 and increments thereof, and (ii) the requested borrowing date, which shall be a Business Day. Promptly after receipt by the Swing Line Lender of any telephonic Swing Line Loan Notice, the Swing Line Lender will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has also received such Swing Line Loan Notice and, if not, the Swing Line Lender will notify the Administrative Agent of the contents thereof. Unless the Swing Line Lender has received notice (by telephone or in writing) from the Administrative Agent (including at the request of any Revolving Lender) prior to 2:00 p.m. on the date of the proposed Swing Line Borrowing (A) directing the Swing Line Lender not to make such Swing Line Loan as a result of the limitations set forth in the first proviso to the first sentence of Section 2.05(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, the Swing Line Lender will, not later than 3:00 p.m. on the borrowing date specified in such Swing Line Loan Notice, make the amount of its Swing Line Loan available to the applicable Borrower.

(c) Refinancing of Swing Line Loans.

(i) The Swing Line Lender at any time in its sole discretion may request, on behalf of the applicable Borrower (and each Borrower hereby irrevocably authorizes the Swing Line Lender to so request on its behalf), that each Revolving Lender make a Base Rate Loan in an amount equal to such Lender's Applicable Percentage of the amount of Swing Line Loans then outstanding (in the case of Euro Swing Line Loans, the amount of such Base Rate Loan shall be the Dollar Equivalent thereof). Such request shall be made

in writing (which written request shall be deemed to be a Loan Notice for purposes hereof) and in accordance with the requirements of Section 2.02, without regard to the minimum and multiples specified therein for the principal amount of Revolving Loans that are Base Rate Loans, but subject to the unutilized portion of the Aggregate Revolving Commitments and the conditions set forth in Section 4.02. The Swing Line Lender shall furnish the Company with a copy of the applicable Loan Notice promptly after delivering such notice to the Administrative Agent. Each Revolving Lender shall make an amount equal to its Applicable Percentage of the amount specified in such Loan Notice available to the Administrative Agent in Same Day Funds (and the Administrative Agent may apply Cash Collateral available with respect to the applicable Swing Line Loan) for the account of the Swing Line Lender at the Administrative Agent's Office for Dollar-denominated payments not later than 1:00 p.m. on the day specified in such Loan Notice, whereupon, subject to Section 2.05(c)(ii), each Revolving Lender that so makes funds available shall be deemed to have made a Revolving Loan that is a Base Rate Loan to the applicable Borrower in such amount. The Administrative Agent shall remit the funds so received to the Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Borrowing of Revolving Loans in accordance with Section 2.05(c)(i), the request for Revolving Loans that are Base Rate Loans submitted by the Swing Line Lender as set forth herein shall be deemed to be a request by the Swing Line Lender that each of the Revolving Lenders fund its risk participation in the relevant Swing Line Loan and each Revolving Lender's payment to the Administrative Agent for the account of the Swing Line Lender pursuant to Section 2.05(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Revolving Lender fails to make available to the Administrative Agent for the account of the Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.05(c) by the time specified in Section 2.05(c)(i), the Swing Line Lender shall be entitled to recover from such Revolving Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Line Lender at a rate per annum equal to the applicable Overnight Rate from time to time in effect, plus any administrative, processing or similar fees customarily charged by the Swing Line Lender in connection with the foregoing. If such Revolving Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Revolving Lender's Loan included in the relevant Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of the Swing Line Lender submitted to any Revolving Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Revolving Lender's obligation to make Revolving Loans or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.05(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Revolving Lender may have against the Swing Line Lender, any Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default, or (C) any other occurrence, event or condition, whether or not similar to any of the foregoing; provided, however, that each Revolving Lender's obligation to make Loans pursuant to this Section 2.05(c) is subject to the conditions set forth in Section 4.02. No such funding

of risk participations shall relieve or otherwise impair the obligation of each Borrower to repay Swing Line Loans made to such Borrower, together with interest as provided herein.

(d) Repayment of Participations.

(i) At any time after any Revolving Lender has purchased and funded a risk participation in a Swing Line Loan, if the Swing Line Lender receives any payment on account of such Swing Line Loan, the Swing Line Lender will distribute to such Revolving Lender its Applicable Percentage thereof in the same funds as those received by the Swing Line Lender.

(ii) If any payment received by the Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by the Swing Line Lender under any of the circumstances described in Section 10.05 (including pursuant to any settlement entered into by the Swing Line Lender in its discretion), each Revolving Lender shall pay to the Swing Line Lender its Applicable Percentage thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate per annum equal to the applicable Overnight Rate. The Administrative Agent will make such demand upon the request of the Swing Line Lender. The obligations of the Revolving Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The Swing Line Lender shall be responsible for invoicing each Borrower for interest on the Swing Line Loans made to such Borrower. Until each Revolving Lender funds its Revolving Loans that are Base Rate Loan or risk participation pursuant to this Section 2.05 to refinance such Lender's Applicable Percentage of any Swing Line Loan, interest in respect of such Applicable Percentage shall be solely for the account of the Swing Line Lender.

(f) Payments Directly to Swing Line Lender. Each Borrower shall make all payments of principal and interest in respect of the Swing Line Loans made to such Borrower directly to the Swing Line Lender.

(g) Reallocation of Swing Line Sublimit. The Company may, upon notice to the Administrative Agent, reallocate the Swing Line Sublimit as between the U.S. Dollar Swing Line Sublimit and the Euro Swing Line Sublimit; provided that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. five (5) Business Days prior to the date of such reallocation, (ii) after giving effect to any such reallocation, the outstanding U.S. Dollar Swing Line Loans shall not exceed the amount of the U.S. Dollar Swing Line Sublimit then in effect and the outstanding Euro Swing Line Loans shall not exceed the amount of the Euro Swing Line Sublimit and (iii) after giving effect to any such reallocation, the aggregate Outstanding Amount of all Revolving Loans, all U.S. Dollar Swing Line Loans and all L/C Obligations shall not exceed the Aggregate Revolving Commitments less the Euro Swing Line Sublimit (as in effect after such reallocation); provided that any increase in the Euro Swing Line Sublimit shall be subject to confirmation by the Administrative Agent of compliance with the foregoing clause (iii).

2.06 Prepayments.

(a) Voluntary Prepayments of Loans.

(i) Revolving Loans and Term Loans. Any Borrower may, upon delivery of a Notice of Loan Prepayment to the Administrative Agent, at any time or from time to time voluntarily prepay Revolving Loans and Term Loans in whole or in part without premium or penalty except as set forth in Section 2.06(c); provided that, unless otherwise agreed by the Administrative Agent, (A) such notice must be received by the Administrative Agent not later than 12:00 noon (x) three (3) Business Days prior to any date of prepayment of Eurocurrency Rate Loans, (y) four (4) Business Days (or five (5) Business Days in the case of a prepayment of Loans denominated in Special Notice Currencies) prior to any date of prepayment of Alternative Currency Loans and (z) on the date of prepayment of Base Rate Loans; (B) any such prepayment of Eurocurrency Rate Loans or Alternative Currency Loans shall be in a principal amount of the Dollar Equivalent of $1,000,000 or a whole multiple of the Dollar Equivalent of $500,000 in excess thereof (or, if less, the entire principal amount thereof then outstanding); (C) any prepayment of Base Rate Loans shall be in a principal amount of $1,000,000 or a whole multiple of $500,000 in excess thereof (or, if less, the entire principal amount thereof then outstanding); and (D) any prepayment of any of the Term Loans shall be applied to such tranche of the Term Loans as the applicable Borrower making such prepayment shall direct in its sole discretion; provided that, absent such direction any prepayment shall be applied ratably to the Term Loans then outstanding (and to the principal installments thereof in direct order of maturity). Each such notice shall specify the date and amount of such prepayment and the Type(s) of Loans to be prepaid and, if Eurocurrency Rate Loans or Alternative Currency Term Rate Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment; provided that any such notice delivered by a Borrower may be conditioned upon the effectiveness of other transactions, in which case such notice may be revoked or its effectiveness deferred by such Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied, subject to the payment of breakage costs in accordance with Section 3.05. If such notice is given by a Borrower, such Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Loan shall be accompanied by all accrued interest on the amount prepaid, together with any additional amounts required pursuant to Section 2.06(c) and, in the case of Eurocurrency Rate Loans and Alternative Currency Loans, Section 3.05. Subject to Section 2.18, each such prepayment shall be applied to the Loans of the Lenders in accordance with their respective Applicable Percentages.

(ii) Swing Line Loans. Any Borrower may, upon delivery of a Notice of Loan Prepayment to the Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that, unless otherwise agreed to by the Swing Line Lender, (A) such notice must be received by the Swing Line Lender and the Administrative Agent not later than 2:00 p.m. on the date of the prepayment, and (B) any such prepayment shall be in a minimum principal amount of $100,000 or a whole multiple of $100,000 in excess thereof (or, if less, the entire principal thereof then outstanding). Each such notice shall specify the date and amount of such prepayment. If such notice is given by a Borrower, such Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(b) Mandatory Prepayments of Loans.

(i) Revolving Commitments.

(A) If for any reason the Total Revolving Outstandings at any time exceed the Aggregate Revolving Commitments then in effect, the Borrowers shall promptly prepay Revolving Loans and/or Swing Line Loans and/or Cash Collateralize the L/C Obligations in an aggregate amount equal to such excess; provided, however, that the Borrowers shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.06(b)(i) unless after the prepayment in full of the Revolving Loans and Swing Line Loans the Total Revolving Outstandings exceed the Aggregate Revolving Commitments then in effect.

(B) If the Administrative Agent notifies the Company at any time that the Total Revolving Outstandings exceed an amount equal to 105% of the Aggregate Revolving Commitments then in effect, then within two (2) Business Days after receipt of such notice, the Borrowers shall prepay Revolving Loans and/or Cash Collateralize Letters of Credit in an aggregate amount sufficient to reduce such Outstanding Amount as of such date of payment to an amount not to exceed 100% of the Aggregate Revolving Commitments then in effect, as applicable.

(ii) Dispositions and Recovery Events. The Borrowers shall prepay the Loans and/or Cash Collateralize the L/C Obligations as hereafter provided in an aggregate amount equal to one hundred percent (100%) of the Net Cash Proceeds in excess of $30,000,000 during any fiscal year, in either case received by the Company or any Subsidiary from any Disposition (other than, in each case, Dispositions permitted by any of Sections 7.05(a) through (i), Section 7.05(k), Section 7.05(m) through (r) or Sections 7.05(t) through (v)) or Recovery Event to the extent such Net Cash Proceeds in excess of the foregoing thresholds are not reinvested in assets (excluding current assets as classified by GAAP) that are useful or usable in the business of the Company and its Subsidiaries within three hundred sixty-five (365) days of the date of such Disposition or Recovery Event; provided, however, if any portion of such Net Cash Proceeds are not so reinvested within such 365-day period but within such 365-day period are contractually committed to be reinvested, then upon the termination of such contract or if such Net Cash Proceeds are not so reinvested within five hundred forty-five (545) days of initial receipt, such remaining portion shall constitute Net Cash Proceeds as of the date of such termination or expiry and shall be immediately applied to the prepayment of the Term Loans as set forth in this Section 2.06(b)(ii). Any prepayment pursuant to this clause (ii) shall be applied as set forth in clause (v) below.

(iii) Consolidated Excess Cash Flow. Within ten (10) Business Days after the date that the annual consolidated financial statements of the Company and its Subsidiaries are required to be delivered pursuant to Section 6.01(a) after the end of each fiscal year ending after the Closing Date (the "Consolidated Excess Cash Flow Prepayment Date"), commencing with the fiscal year ending December 31, 2022, the Company shall prepay (or cause to be prepaid) the Term Loans (other than the Term A Loan) as hereafter provided in an aggregate amount equal to the difference of (A) the product of Consolidated Excess Cash Flow for such year times (I) fifty percent (50%), if the Consolidated Secured Leverage Ratio as of the end of such fiscal year is equal to or greater than 3.50:1.00 or (II) twenty-five percent (25%), if the Consolidated Secured Leverage Ratio as of the end of such fiscal year is less than 3.50:1.00 but greater than or equal to 3.00:1.00, minus (B) the aggregate amount of optional principal prepayments of Term Loans and optional prepayments of Revolving Loans (to the extent accompanied by a permanent reduction in the Aggregate Revolving Commitments) in each case made pursuant to Section 2.06(a) (1) during such fiscal year (other than any optional prepayments made prior to the

Consolidated Excess Cash Flow Prepayment Date for such fiscal year to the extent such optional prepayments were applied to reduce the Consolidated Excess Cash Flow prepayment required under this clause (iii) for the prior fiscal year) or (2) following the end of such fiscal year but prior to the Consolidated Excess Cash Flow Prepayment Date for such fiscal year and, upon the election of the Company by written notice delivered to the Administrative Agent prior to the Consolidated Excess Cash Flow Prepayment Date for such period, applied to reduce the Consolidated Excess Cash Flow prepayment required under this clause (iii), in each case, except to the extent financed with long-term, non-revolving Indebtedness; provided, however, that if the Consolidated Secured Leverage Ratio as of the last day of such fiscal year is less than 3.00:1.00, then the Company shall not be required to make any prepayment pursuant to this clause (iii) for such fiscal year. Any prepayment pursuant to this clause (iii) shall be applied as set forth in clause (v) below.

(iv) Debt Issuances. Within one (1) Business Day of receipt by the Company or any Subsidiary of the Net Cash Proceeds of any (A) any Permitted Credit Agreement Refinancing Indebtedness or (B) any Debt Issuance, the Company shall prepay the Loans and/or Cash Collateralize the L/C Obligations as hereafter provided in an aggregate amount equal to one hundred percent (100%) of such Net Cash Proceeds. Any prepayment pursuant to this clause (iv) shall be applied as set forth in clause (v) below.

(v) Application of Mandatory Prepayments. All amounts required to be paid pursuant to this Section 2.06(b) shall be applied as follows:

(A) with respect to all amounts prepaid pursuant to Section 2.06(b)(i), first, ratably to the L/C Borrowings and the Swing Line Loans, second, to the outstanding Revolving Loans, and, third, to Cash Collateralize the remaining L/C Obligations;

(B) with respect to all amounts prepaid pursuant to Sections 2.06(b)(ii), (iii) and (iv) (other than Permitted Credit Agreement Refinancing Indebtedness), first ratably to the Term Loans (and to the remaining amortization payments in direct order of maturity), second, ratably to the L/C Borrowings and the Swing Line Loans, third, to the outstanding Revolving Loans, and fourth, to Cash Collateralize the remaining L/C Obligations (but in each case without a reduction of the Aggregate Revolving Commitments), provided that no prepayment of the Term A Loan shall be required pursuant to Section 2.06(b)(iii); and

(C) with respect to all amounts prepaid pursuant to Section 2.05(b)(iv) in respect of any Permitted Credit Agreement Refinancing Indebtedness, such prepayment shall be applied solely to those applicable Class of Term Loans or Revolving Loans (or unused Revolving Commitments) with respect to which such Permitted Credit Agreement Refinancing Indebtedness is being incurred.

Within the parameters of the applications set forth above, prepayments shall be applied first ratably to Base Rate Loans and Alternative Currency Daily Rate Loans and second to Eurocurrency Rate Loans and Alternative Currency Term Rate Loans in direct order of Interest Period maturities. All prepayments under this Section 2.06(b) shall be subject to Section 3.05, but otherwise without premium or penalty except as set forth in Section 2.06(c) (solely to the extent applicable), and shall be accompanied by interest on the principal amount prepaid

through the date of prepayment and any additional amounts required pursuant to Section 2.06(c) (solely to the extent applicable).

(c) Prepayment Premium.

(i) Prepayment Premium Event. In the event that any Prepayment Premium Event occurs prior to the Maturity Date with respect to the Term B Loan, in addition to the payment of the subject principal amount and all unpaid accrued interest thereon, the Company shall be required to pay to the Administrative Agent, for the benefit of the applicable Lenders, a prepayment premium (as liquidated damages and compensation for the costs of the Lenders being prepared to make funds available hereunder with respect to the Term B Loan) in an amount equal to: (x) if such Prepayment Premium Event is made on or before the first anniversary of the Closing Date, the Make-Whole Amount with respect to the principal amount of Term B Loan subject to such Prepayment Premium Event, (y) if such Prepayment Premium Event is made after the first anniversary of the Closing Date but on or before the second anniversary of the Closing Date, an amount equal to 2.00% of the principal amount subject to such Prepayment Premium Event and (z) if such Prepayment Premium Event is made after the second anniversary of the Closing Date but on or before the third anniversary of the Closing Date, an amount equal to 1.00% of the principal amount subject to such Prepayment Premium Event. No Prepayment Premium shall be applicable to any Prepayment Premium Event made after the third anniversary of the Closing Date.

(ii) Nature of Prepayment Premium. The parties hereto acknowledge and agree that (x) in light of the impracticality and extreme difficulty of ascertaining actual damages, the applicable Prepayment Premium is intended to be a reasonable calculation of the actual damages that would be suffered by the Lenders as a result of any such prepayment, repayment, redemption, payment or termination, (y) the Administrative Agent and the Lenders would not have entered into this Agreement, and the Lenders would not have provided the Term B Loan, without the Loan Parties agreeing to pay the applicable Prepayment Premium in the aforementioned instances and (z) the applicable Prepayment Premium is not intended to act as a penalty or to punish the Company or any other Loan Party for any such prepayment, repayment, redemption or payment.

2.07 Termination or Reduction of Commitments. The Company may, upon notice to the Administrative Agent, terminate the Aggregate Revolving Commitments, or from time to time permanently reduce the Aggregate Revolving Commitments; provided that (i) any such notice shall be received by the Administrative Agent not later than 11:00 a.m. five (5) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $10,000,000 or any whole multiple of $1,000,000 in excess thereof, (iii) the Company shall not terminate or reduce the Aggregate Revolving Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Total Revolving Outstandings would exceed the Aggregate Revolving Commitments, and (iv) if, after giving effect to any reduction of the Aggregate Revolving Commitments, the Letter of Credit Sublimit or the Swing Line Sublimit exceeds the amount of the Aggregate Revolving Commitments, such sublimit shall be automatically reduced by the amount of such excess (and the Company and the Administrative Agent shall agree to the size of the U.S. Dollar Swing Line Sublimit and the Euro Swing Line Sublimit so that the sum thereof equals the as-reduced Swing Line Sublimit). The Administrative Agent will promptly notify the Lenders of any such notice of termination or reduction of the Aggregate Revolving Commitments. Subject to clause (iv) of the proviso to the first sentence in this Section 2.07, the amount of any such Aggregate Revolving Commitment reduction shall not be applied to the Letter of Credit Sublimit or the Swing Line Sublimit unless otherwise specified by the Company (and if so specified with respect to the

Swing Line Sublimit, the Company shall notify the Administrative Agent of the post-reduction size of each of the U.S. Dollar Swing Line Sublimit and the Euro Swing Line Sublimit). Any reduction of the Aggregate Revolving Commitments shall be applied to the Commitment of each Lender according to its Applicable Percentage. All fees accrued until the effective date of any termination of the Aggregate Revolving Commitments shall be paid on the effective date of such termination.

2.08 Repayment of Loans.

(a) Revolving Loans. Each Borrower shall repay to the Lenders on the Maturity Date for Revolving Loans the aggregate principal amount of all Revolving Loans made to such Borrower outstanding on such date.

(b) Swing Line Loans. The Company shall repay each Swing Line Loan on the earlier to occur of (i) the date ten (10) Business Days after such Loan is made and (ii) the Maturity Date for Swing Line Loans.

(c) Term A Loan. The Company shall repay the outstanding principal amount of the Term A Loan in quarterly installments of $3,281,250 commencing on March 31, 2022 and on each June 30, September 30, December 31 and March 31 thereafter, with the remaining outstanding balance due and payable on the Maturity Date of the Term A Loan (as such installments may hereafter be adjusted as a result of prepayments made pursuant to Section 2.06 and increases with respect to any increase to the Term A Loan pursuant to Section 2.16), unless accelerated sooner pursuant to Section 8.02.

(d) Term B Loan. The Company shall repay the outstanding principal amount of the Term B Loan in quarterly installments of $9,375,000 commencing on March 31, 2022 and on each June 30, September 30, December 31 and March 31 thereafter, with the remaining outstanding balance due and payable on the Maturity Date of the Term B Loan (as such installments may hereafter be adjusted as a result of prepayments made pursuant to Section 2.06 and increases with respect to any increase to the Term B Loan pursuant to Section 2.16), unless accelerated sooner pursuant to Section 8.02.

(e) Incremental Term Loans. The applicable Borrower(s) shall repay any Incremental Term Loan in accordance with the terms of the Incremental Facility Amendment establishing such Incremental Term Loan, in each case subject to the provisions of Section 2.16(i) or Section 2.16(j), as applicable.

2.09 Interest.

(a) Subject to the provisions of clause (b) below, (i) each Eurocurrency Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Eurocurrency Rate for such Interest Period plus the Applicable Rate for such Loan; (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate for such Loan; (iii) each Alternative Currency Daily Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Alternative Currency Daily Rate plus the Applicable Rate for such Loan; (iv) each Alternative Currency Term Rate Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the Alternative Currency Term Rate for such Interest Period plus the Applicable Rate for such Loan, (v) each U.S. Dollar Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate

per annum equal to the Base Rate plus the Applicable Rate for the Revolving Facility and (vi) each Euro Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to Basic ESTR plus the Applicable Rate for Euro Swing Line Loans.

(b)

(i) Upon the occurrence and during the continuance of an Event of Default specified in Section 8.01(a), 8.01(f) or 8.01(g), the Borrowers shall pay interest on all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) Upon the request of the Required Lenders while any Event of Default arising as a result of a breach of Section 7.11 exists, the Borrowers shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) For the purposes of the Interest Act (Canada), (i) whenever a rate of interest or fee rate hereunder is calculated on the basis of a year (the "deemed year") that contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest or fee rate shall be expressed as a yearly rate by multiplying such rate of interest or fee rate by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year, (ii) the principle of deemed reinvestment of interest shall not apply to any interest calculation hereunder and (iii) the rates of interest stipulated herein are intended to be nominal rates and not effective rates or yields. Each Loan Party hereby irrevocably agrees not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to this Agreement and the other Loan Documents, that the interest payable under this Agreement and the calculation thereof has not been adequately disclosed to it, whether pursuant to section 4 of the Interest Act (Canada) or any other applicable law or legal principle.

2.10 Fees. In addition to certain fees described in subsections (h) and (i) of Section 2.03:

(a) Commitment Fee. The Company shall pay to the Administrative Agent, for the account of each Revolving Lender in accordance with its Applicable Percentage, (1) from the Closing Date until the date on which the Company is required to deliver financial statements pursuant to Section 6.01, (i) 0.50% times (ii) the actual daily amount by which the Aggregate Revolving Commitments exceed the sum of (A) the Outstanding Amount of all Revolving Loans plus (B) the Outstanding Amount of all L/C Obligations and (2) thereafter, a commitment fee in Dollars equal to the product of (i) the Applicable Rate times (ii) the actual daily amount by which the Aggregate Revolving Commitments exceed the sum of (A) the Outstanding Amount of all Revolving Loans plus (B) the Outstanding Amount of all L/C Obligations (such fee, the "Commitment Fee"), subject to adjustment as provided in Section 2.18. The Commitment Fee shall

accrue at all times during the Availability Period (and thereafter so long as any Revolving Loans, Swing Line Loans or L/C Obligations remain outstanding), including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the last day of the Availability Period. The Commitment Fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect. For purposes of clarification, Swing Line Loans shall not be considered outstanding for purposes of determining the unused portion of the Aggregate Revolving Commitments.

(b) Other Fees.

(i) The Company shall pay to the Arrangers and the Administrative Agent for their own respective accounts, in Dollars, fees in the amounts and at the times specified in the Fee Letters. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

(ii) The Company shall pay to the Lenders, in Dollars, such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be fully earned when paid and shall not be refundable for any reason whatsoever.

2.11 Computation of Interest and Fees.

(a) All computations of interest for Base Rate Loans (including Base Rate Loans determined by reference to the Eurocurrency Rate) and for Loans denominated in Alternative Currencies shall be made on the basis of a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as the case may be, and actual days elapsed, or, in the case of interest in respect of Loans denominated in Alternative Currencies as to which market practice differs from the foregoing, in accordance with such market practice. All other computations of fees and interest shall be made on the basis of a three hundred sixty (360) day year and actual days elapsed (which results in more fees or interest, as applicable, being paid than if computed on the basis of a three hundred sixty-five (365) day year). Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, provided that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.13(a), bear interest for one day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(b) If, as a result of any restatement of or other adjustment to the financial statements of the Company or for any other reason, the Company or the Lenders determine that (i) the Consolidated Total Leverage Ratio as calculated by the Company as of any applicable date was inaccurate and (ii) a proper calculation of the Consolidated Total Leverage Ratio would have resulted in higher pricing for such period, each Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent for the account of the applicable Lenders or the applicable L/C Issuer, as the case may be, promptly on demand by the Administrative Agent (or, after the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), automatically and without further action by the Administrative Agent, any Lender or any L/C Issuer), an amount equal to the excess of the amount of interest and fees that should have been paid for such period over the amount of interest and fees actually paid for such period. This paragraph

shall not limit the rights of the Administrative Agent, any Lender or any L/C Issuer, as the case may be, under Section 2.03(c)(iii), 2.03(h) or 2.09(b) or under Article VIII. The Borrowers' obligations under this paragraph shall survive the termination of the Aggregate Commitments and the repayment of all other Obligations hereunder.

2.12 Evidence of Debt.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by the Administrative Agent in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be conclusive absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error. Upon the request of any Lender to a Borrower made through the Administrative Agent, such Borrower shall execute and deliver to such Lender (through the Administrative Agent) a promissory note, which shall evidence such Lender's Loans to such Borrower in addition to such accounts or records. Each such promissory note shall be in the form of Exhibit D (a "Note"). Each Lender may attach schedules to a Note and endorse thereon the date, Type (if applicable), amount, currency and maturity of its Loans and payments with respect thereto.

(b) In addition to the accounts and records referred to in subsection (a) above, each Revolving Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records evidencing the purchases and sales by such Revolving Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Revolving Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

2.13 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by a Borrower shall be made free and clear of and without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein and except with respect to principal of and interest on Loans denominated in an Alternative Currency, all payments by a Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Dollars and in Same Day Funds not later than 2:00 p.m. on the date specified herein. Except as otherwise expressly provided herein, all payments by a Borrower hereunder with respect to principal and interest on Loans denominated in an Alternative Currency shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in such Alternative Currency and in Same Day Funds not later than the Applicable Time specified by the Administrative Agent on the dates specified herein. If, for any reason, any Borrower is prohibited by any Law from making any required payment hereunder in an Alternative Currency, such Borrower shall make such payment in Dollars in the Dollar Equivalent of the Alternative Currency payment amount. The Administrative Agent will promptly distribute to each applicable Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent (i) after 2:00 p.m., in the case of payments in Dollars, or (ii) after the Applicable Time specified by the Administrative

Agent in the case of payments in an Alternative Currency, shall in each case be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by any Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Eurocurrency Rate Loans or Alternative Currency Term Rate Loans (or, in the case of any Borrowing of Base Rate Loans, prior to 12:00 noon on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of Base Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the applicable Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in Same Day Funds with interest thereon, for each day from and including the date such amount is made available to such Borrower to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the Overnight Rate, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by such Borrower, the interest rate applicable to Base Rate Loans or in the case of Alternative Currencies in accordance with such market practice, in each case, as applicable. If such Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to such Borrower the amount of such interest paid by such Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by such Borrower shall be without prejudice to any claim such Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(i) Payments by Borrowers; Presumptions by Administrative Agent. With respect to any payment that is due to the Administrative Agent for the account of the Lenders or an L/C Issuer hereunder, the Administrative Agent may assume that the Borrowers have made the payment on the date that the payment is due and may, in reliance upon such assumption, distribute to the Lenders or such L/C Issuer, as the case may be, the amount due.

With respect to any payment that the Administrative Agent makes for the account of the Lenders or an L/C Issuer hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (1) the Borrowers have not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Borrowers (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders or the applicable L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender or such L/C Issuer, in Same Day Funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(ii) Unless the Administrative Agent shall have received notice from a Borrower prior to the time at which any payment is due by such Borrower to the Administrative Agent for the account of the Lenders or an L/C Issuer hereunder that such Borrower will not make such payment, the Administrative Agent may assume that such Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or such L/C Issuer, as the case may be, the amount due. In such event, if such Borrower has not in fact made such payment, then each of the Lenders or such L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such L/C Issuer, in Same Day Funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Overnight Rate.

A notice of the Administrative Agent to any Lender or Borrower with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender to any Borrower as provided in the foregoing provisions of this Article II, and such funds are not made available to such Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 10.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 10.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 10.04(c).

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

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

2.14 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Loans or participations and accrued interest thereon greater than its *pro rata* share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and subparticipations in L/C Obligations and Swing Line Loans of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such

payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section shall not be construed to apply to (x) any payment made by or on behalf of any Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender or Disqualified Institution or the provisions of Section 2.21), (y) the application of Cash Collateral provided for in Section 2.17, or (z) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations or Swing Line Loans to any assignee or participant, other than an assignment to the Company or any Subsidiary thereof (as to which the provisions of this Section shall apply).

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

2.15 Designated Borrowers.

(a) The Company may at any time after the Closing Date, upon not less than fifteen (15) Business Days' notice from the Company to the Administrative Agent (or such shorter period as may be agreed by the Administrative Agent in its sole discretion), designate any Subsidiary of the Company (an "Applicant Borrower") as a Designated Borrower to receive Loans hereunder by delivering to the Administrative Agent (which shall promptly deliver counterparts thereof to each Lender) a duly executed notice and agreement in substantially the form of Exhibit G (a "Designated Borrower Request and Assumption Agreement"). The parties hereto acknowledge and agree that prior to any Applicant Borrower becoming entitled to utilize the credit facilities provided for herein (i) the Administrative Agent and the Lenders that are to provide Commitments or Loans in favor of an Applicant Borrower must each agree to such Applicant Borrower becoming a Designated Borrower and (ii) the Administrative Agent and such Lenders shall have received such supporting resolutions, incumbency certificates, opinions of counsel and other documents or information (including information that the Administrative Agent or such Lenders determine is required by regulatory authorities under applicable Law, including without limitation the PATRIOT Act, the Beneficial Ownership Regulation, the Canadian AML Acts and applicable U.S. and Canadian law regarding anti-money laundering, anti-terrorist financing and "know your customer" matters), in form, content and scope reasonably satisfactory to the Administrative Agent and the Lenders that are to provide Commitments or Loans in favor of an Applicant Borrower, as may be required by the Administrative Agent, and Notes signed by such new Borrowers to the extent any Lender so requires (the requirements in clauses (i) and (ii) hereof, the "Designated Borrower Requirements"). If the Designated Borrower Requirements are met, the Administrative Agent shall send a notice in substantially the form of Exhibit H (a "Designated Borrower Notice") to the Company and the Lenders specifying the effective date upon which the Applicant Borrower shall constitute a Designated Borrower for purposes hereof, whereupon each of the Lenders agrees to permit such Designated Borrower to receive Loans hereunder, on the terms and conditions set forth herein, and each of the parties agrees that such Designated Borrower otherwise shall be a Borrower for all

purposes of this Agreement; provided that no Loan Notice or Letter of Credit Application may be submitted by or on behalf of such Designated Borrower until the date five (5) Business Days after such effective date (or such shorter period as agreed by the Administrative Agent in its sole discretion).

(b) Each Subsidiary of the Company that becomes a "Designated Borrower" pursuant to this Section 2.15 hereby irrevocably appoints the Company as its agent for all purposes relevant to this Agreement and each of the other Loan Documents, including (i) the giving and receipt of notices, (ii) the execution and delivery of all documents, instruments and certificates contemplated herein and all modifications hereto, and (iii) the receipt of the proceeds of any Loans made by the Lenders to any such Designated Borrower hereunder. Any acknowledgment, consent, direction, certification or other action which might otherwise be valid or effective only if given or taken by all Borrowers, or by each Borrower acting singly, shall be valid and effective if given or taken only by the Company, whether or not any such other Borrower joins therein. Any notice, demand, consent, acknowledgement, direction, certification or other communication delivered to the Company in accordance with the terms of this Agreement shall be deemed to have been delivered to each Designated Borrower.

(c) The Company may from time to time, upon not less than fifteen (15) Business Days' notice from the Company to the Administrative Agent (or such shorter period as may be agreed by the Administrative Agent in its sole discretion), terminate a Designated Borrower's status as such, provided that there are no outstanding Loans payable by such Designated Borrower, or other amounts payable by such Designated Borrower on account of any Loans made to it, as of the effective date of such termination. The Administrative Agent will promptly notify the Lenders of any such termination of a Designated Borrower's status.

2.16 Increase in Commitments.

The Borrowers may from time to time add one or more tranches of term loans or increase outstanding tranches of term loans (each an "Incremental Term Facility") or increase commitments under any Revolving Facility (each such increase, an "Incremental Revolving Increase"; each Incremental Term Facility and each Incremental Revolving Increase are collectively referred to as "Incremental Facilities") to this Agreement at the option of the Company by an agreement in writing entered into by the Borrowers, the Administrative Agent and each Person (including any existing Lender) that agrees to provide a portion of such Incremental Facility (and, for the avoidance of doubt, shall not require the consent of any other Lender) (each an "Incremental Facility Amendment"); provided that:

(a) the aggregate principal amount of all Incremental Facilities established under this Section 2.16 shall not exceed the sum of:

(i) the greater of (A) $80,000,000 and (B) 50% of Consolidated EBITDA of the Company and its Subsidiaries for the four (4) fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 6.01 immediately prior to the establishment of such Incremental Facility; plus

(ii) an unlimited amount so long as, in the case of this clause (ii), after giving effect to the relevant Incremental Facility on a Pro Forma Basis, the Consolidated Secured Leverage Ratio does not exceed 4.00:1.00 (assuming the full amount of such Incremental Facility is fully drawn and without "netting" the cash proceeds of such Incremental Facility or any other simultaneous incurrence of debt on the consolidated balance sheet of the Company, but giving effect on a Pro Forma Basis to any repayment of Indebtedness);

provided that (A) the amounts under clause (a)(ii) shall be deemed to have been utilized prior to utilization of amounts under clause (a)(i) and (B) the proceeds from any such incurrence under such clauses may be utilized in a single transaction by first calculating the incurrence under clause (a)(ii) above and then calculating the incurrence under clause (a)(i) above;

(b) no Default or Event of Default shall exist on the effective date of any Incremental Facility or would exist after giving effect to any Incremental Facility;

(c) no existing Lender shall be under any obligation to provide any Incremental Facility Commitment and any such decision whether to provide an Incremental Facility Commitment shall be in such Lender's sole and absolute discretion;

(d) each Incremental Facility shall be in an aggregate principal amount of at least $10,000,000 and each Incremental Facility Commitment shall be in a minimum principal amount of at least $1,000,000, in the case of an Incremental Revolving Increase, and at least $1,000,000 in the case of an Incremental Term Facility (or, in each case, such lesser amounts as the Administrative Agent may agree);

(e) each Person providing an Incremental Facility Commitment shall qualify as an Eligible Assignee;

(f) the Borrowers shall deliver to the Administrative Agent:

(i) a certificate of each Loan Party dated as of the date of such increase signed by a Responsible Officer of such Loan Party (A) certifying and attaching resolutions adopted by the board of directors or equivalent governing body of such Loan Party approving such Incremental Facility (which, with respect to any such Loan Party, may, if applicable, be the resolutions entered into by such Loan Party in connection with the incurrence of the Obligations on the Closing Date) and (B) in the case of the Company, certifying that, before and after giving effect to such increase, (1) the representations and warranties of each Loan Party contained in Article V or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) on and as of the date of such increase, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) as of such earlier date, (2) no Default or Event of Default exists and (3) such Incremental Facility or Incremental Facilities have been incurred in compliance with this Agreement;

(ii) such amendments to or confirmations of the Collateral Documents as the Administrative Agent may reasonably request to cause the Collateral Documents to secure the Obligations after giving effect to such Incremental Facility; and

(iii) customary opinions of legal counsel to the Loan Parties, addressed to the Administrative Agent and each Lender (including each Person providing an Incremental Facility Commitment), dated as of the effective date of such Incremental Facility;

(g) the Administrative Agent shall have received documentation from each Person providing a commitment in respect of such requested Incremental Facility or Incremental Facilities

(each such commitment, an "Incremental Facility Commitment") evidencing its Incremental Facility Commitment and its obligations under this Agreement in form and substance reasonably acceptable to the Administrative Agent;

(h) in the case of an Incremental Term Facility, the Administrative Agent shall have determined in its reasonable discretion whether such Incremental Term Facility consists of a tranche A term loan (an "Incremental Tranche A Term Facility") or a tranche B term loan (an "Incremental Tranche B Term Facility");

(i) in the case of an Incremental Term Facility that is an Incremental Tranche A Term Facility:

(i) the interest rate, interest rate margins, fees, discount, prepayment premiums, amortization and final maturity date for such Incremental Term Facility shall be as agreed by the Loan Parties and the Lenders providing such Incremental Term Facility; provided that:

(A) the final maturity of such Incremental Term Facility shall not be earlier than the latest Maturity Date with respect to any Term Loan; and

(B) the Weighted Average Life of such Incremental Term Facility shall not be shorter than the then longest remaining Weighted Average Life of any Term Loan;

provided that the foregoing clauses (A) and (B) shall not apply to any Incremental Tranche A Term Facility that (x) constitutes Permitted Bridge Indebtedness or (y) is incurred under Section 2.16(a)(i) above (in which case, the references in clauses (A) and (B) shall be to the Term A Loan and any other Incremental Tranche Term A Facility) or;

(ii) the proceeds of such Incremental Term Facility shall be used for the purposes described in the definitive documentation for such Incremental Term Facility;

(iii) such Incremental Term Facility shall share ratably in any prepayments of the Term A Loan pursuant to Section 2.06 (or otherwise provide for more favorable prepayment treatment for the then-outstanding Term Facilities) and shall have ratable voting rights as the other Term Facilities (or otherwise provide for more favorable voting rights for the then-outstanding Term Facilities); and

(iv) if such Incremental Term Facility consists of one or more new tranches of term loans, the other terms and documentation in respect thereof, if not consistent with the terms applicable to the Term A Loan, shall be reasonably acceptable to the Administrative Agent; provided that such terms and documentation shall be deemed reasonably acceptable to the Administrative Agent if the covenants, defaults and similar non-economic provisions applicable to any Incremental Term Loan Facility, taken as a whole, (x) are not more restrictive in any material respect than the corresponding terms set forth in or made applicable to the then-existing Loan Documents (except to the extent only applicable after the latest Maturity Date of the other tranches of Term Loans then in effect) and (y) do not give rise to a breach of any covenant set forth in the then-existing Loan Documents;

(j) in the case of an Incremental Term Facility that is an Incremental Tranche B Term Facility:

(i) the interest rate, interest rate margins, fees, discount, prepayment premiums, amortization and final maturity date for such Incremental Term Facility shall be as agreed by the Loan Parties and the Lenders providing such Incremental Term Facility; provided that:

(A) the final maturity of such Incremental Term Facility shall not be earlier than the latest Maturity Date with respect to any Term Loan; and

(B) the Weighted Average Life of such Incremental Term Facility shall not be shorter than the then longest remaining Weighted Average Life of any Term Loan;

(C) if the All-In-Yield on such Incremental Term Facility exceeds the All-In-Yield on the Term B Loan or any then-outstanding Incremental Tranche B Term Facility by more than ½ of one percent (1.00%) per annum, then the Applicable Rate or fees payable by the Borrowers with respect to the Term B Loan and each then-outstanding Incremental Tranche B Term Facility shall on the effective date of such Incremental Term Facility be increased to the extent necessary to cause the All-In-Yield on the Term B Loan and each then-outstanding Incremental Tranche B Term Facility to be not more than ½ of one percent (1.00%) less than the All-In-Yield on such Incremental Term Facility (such increase to be allocated as reasonably determined by the Administrative Agent in consultation with the Borrowers); provided, that the provisions of this clause (C) shall not apply to any Incremental Term Facility provided after the first twelve (12) months following the Closing Date;

provided that the foregoing clauses (A) and (B) shall not apply to any Incremental Tranche B Term Facility that constitutes Permitted Bridge Indebtedness.

(ii) the proceeds of such Incremental Term Facility shall be used for the purposes described in the definitive documentation for such Incremental Term Facility;

(iii) such Incremental Term Facility shall share ratably in any prepayments of the Term B Loan and any then-outstanding Incremental Tranche B Term Loan pursuant to Section 2.06 (or otherwise provide for more favorable prepayment treatment for the then-outstanding Term Facilities) and shall have ratable voting rights as the other Term Facilities (or otherwise provide for more favorable voting rights for the then-outstanding Term Facilities); and

(iv) if such Incremental Term Facility consists of one or more new tranches of term loans, the other terms and documentation in respect thereof, if not consistent with the terms applicable to the Term B Loan, shall be reasonably acceptable to the Administrative Agent; provided that such terms and documentation shall be deemed reasonably acceptable to the Administrative Agent if the covenants, defaults and similar non-economic provisions applicable to any Incremental Term Loan Facility, taken as a whole, (x) are not more restrictive in any material respect than the corresponding terms set forth in or made applicable to the then-existing Loan Documents (except to the extent only applicable after

the latest Maturity Date of the other tranches of Term Loans then in effect) and (y) do not give rise to a breach of any covenant set forth in the then-existing Loan Documents;

(k) in the case of any Incremental Revolving Increase with respect to the Revolving Facility:

(i) such Incremental Revolving Increase shall have the same terms (including interest rate and interest rate margins, provided that, subject to clause (ii) below, such Incremental Revolving Increase may be issued with a utilization fee and/or additional unused fee payable solely to the Lenders under such Incremental Revolving Increase) applicable to the Revolving Facility; and

(ii) the existing Lenders under the Revolving Facility shall on the effective date of such Incremental Revolving Increase make such assignments (which assignments shall not be subject to the requirements set forth in Section 10.06(b)) of the outstanding Revolving Loans and participation interests in Letters of Credit and Swing Line Loans under the Revolving Facility to the Lenders providing such Incremental Revolving Increase and the Administrative Agent may make such adjustments to the Register as are necessary so that, after giving effect to such assignments and adjustments, each Lender under the Revolving Facility (including the Lenders providing such Incremental Revolving Increase) will hold revolving loans and participation interests in Letters of Credit and Swing Line Loans under the Revolving Facility equal to its *pro rata* share thereof; and

(l) the Company shall have delivered to the Administrative Agent a Pro Forma Compliance Certificate demonstrating that after giving effect to the incurrence of such Incremental Facility on a Pro Forma Basis (assuming the full amount of such Incremental Facility is fully drawn and without "netting" the cash proceeds of such Incremental Facility or any other simultaneous incurrence of debt on the consolidated balance sheet of the Company, but giving effect on a Pro Forma Basis to any repayment of Indebtedness) the Loan Parties would be in Pro Forma Compliance;

provided, further, that the conditions set forth in the foregoing proviso shall be subject to the provisions of Section 1.10 in the case of any Incremental Term Facility used to finance a Limited Condition Acquisition.

The Incremental Facility Commitments and credit extensions thereunder shall constitute Commitments and Credit Extensions under, and shall be entitled to all the benefits afforded by, this Agreement and the other Loan Documents, and shall, without limiting the foregoing, benefit equally and ratably from the Guarantees and security interests created by the Collateral Documents. The Lenders hereby authorize the Administrative Agent to enter into, and the Lenders agree that this Agreement and the other Loan Documents shall be amended by, such Incremental Facility Amendments to the extent (and only to the extent) the Administrative Agent deems necessary in order to establish Incremental Facilities on terms consistent with and/or to effect the provisions of this Section 2.16. This Section 2.16 shall supersede any provisions in Section 10.01 to the contrary. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Incremental Facility Amendment.

2.17 Cash Collateral.

(a) Certain Credit Support Events. If (i) an L/C Issuer has honored any full or partial drawing request under any Letter of Credit and such drawing has resulted in an L/C Borrowing, (ii) as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains

outstanding, (iii) the Company shall be required to provide Cash Collateral pursuant to Section 2.06 or Section 8.02, or (iv) there shall exist a Defaulting Lender, the Company shall immediately (in the case of clause (iii) above) or within one (1) Business Day (in all other cases) following any request by the Administrative Agent or an L/C Issuer, provide Cash Collateral in an amount not less than the applicable Minimum Collateral Amount (determined in the case of Cash Collateral provided pursuant to clause (iv) above, after giving effect to Section 2.18(a)(iv) and any Cash Collateral provided by the Defaulting Lender). Additionally, if the Administrative Agent notifies the Company at any time that the Outstanding Amount of all L/C Obligations at such time exceeds the Letter of Credit Sublimit then in effect, then, within two (2) Business Days after receipt of such notice, the Company shall provide Cash Collateral for the Outstanding Amount of the L/C Obligations in an amount not less than the amount by which the Outstanding Amount of all L/C Obligations exceeds the Letter of Credit Sublimit.

(b) Grant of Security Interest. The Company, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, each L/C Issuer and the Lenders, and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.17(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent or an L/C Issuer as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Company will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency. All Cash Collateral (other than credit support not constituting funds subject to deposit) shall be maintained in one or more Controlled Accounts at Bank of America or, with respect to Cash Collateral with respect to Letters of Credit, with the applicable L/C Issuer. The Company shall pay on demand therefor from time to time all customary account opening, activity and other administrative fees and charges in connection with the maintenance and disbursement of Cash Collateral.

(c) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.17 or Sections 2.03, 2.06, 2.18 or 8.02 in respect of Letters of Credit shall be held and applied to the satisfaction of the specific L/C Obligations, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(d) Release. Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or to secure other obligations shall be released to the Person providing such Cash Collateral promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 10.06(b)(vi))) or (ii) the determination by the Administrative Agent and the L/C Issuers that there exists excess Cash Collateral; provided, however, (x) any such release shall be without prejudice to, and any disbursement or other transfer of Cash Collateral shall be and remain subject to, any other Lien conferred under the Loan Documents and the other applicable provisions of the Loan Documents, and (y) the Person providing Cash Collateral and the L/C Issuers may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

2.18 Defaulting Lenders.

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

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of "Required Lenders", "Required Pro Rata Facilities Lenders", "Required Revolving Lenders" and Section 10.01.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article VIII or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.08 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a *pro rata* basis of any amounts owing by such Defaulting Lender to the L/C Issuers or Swing Line Lender hereunder; third, to Cash Collateralize the L/C Issuers' Fronting Exposure with respect to such Defaulting Lender in accordance with Section 2.17; fourth, as the Company may request (so long as no Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Company, to be held in a deposit account and released *pro rata* in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under this Agreement and (y) Cash Collateralize the L/C Issuers' future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement, in accordance with Section 2.17; sixth, to the payment of any amounts owing to the Lenders, the L/C Issuers or Swing Line Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, any L/C Issuer or the Swing Line Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default exists, to the payment of any amounts owing to the Company as a result of any judgment of a court of competent jurisdiction obtained by the Company against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Obligations owed to, all Non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Loans of, or L/C Obligations owed to, such Defaulting Lender until such time as all Loans and funded and unfunded participations in L/C Obligations and Swing Line Loans are held by the Lenders *pro rata* in accordance with the Commitments hereunder without giving effect to Section 2.18(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.18(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) No Defaulting Lender shall be entitled to receive any fee payable under Section 2.10(a) for any period during which that Lender is a Defaulting Lender (and the Company shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender only to the extent allocable to its Applicable Percentage of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 2.17.

(C) With respect to any Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Company shall (x) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in L/C Obligations that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to an L/C Issuer the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such L/C Issuer's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Applicable Percentages to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in L/C Obligations and Swing Line Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that such reallocation does not cause the aggregate Revolving Credit Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Commitment. Subject to Section 10.21, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral, Repayment of Swing Line Loans. If the reallocation described in clause (a)(iv) above cannot, or can only partially, be effected, the Company shall, without prejudice to any right or remedy available to it hereunder or under applicable Law, (x) first, prepay Swing Line Loans in an amount equal to the Swing Line Lenders' Fronting Exposure and (y) second, Cash Collateralize the L/C Issuers' Fronting Exposure in accordance with the procedures set forth in Section 2.17.

(b) Defaulting Lender Cure. If the Company, the Administrative Agent, Swing Line Lender and the L/C Issuers agree in writing that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a *pro rata* basis by the Lenders in accordance with their Applicable Percentages (without giving effect to Section 2.18(a)(iv)), whereupon such Lender will cease to be a Defaulting Lender; provided that no adjustments will be

made retroactively with respect to fees accrued or payments made by or on behalf of the Company while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) New Swing Line Loans/Letters of Credit. So long as any Revolving Credit Lender is a Defaulting Lender, (i) the Swing Line Lender shall not be required to fund any Swing Line Loans unless it is satisfied that it will have no Fronting Exposure after giving effect to such Swing Line Loan and (ii) the L/C Issuers shall not be required to issue, extend, increase, reinstate or renew any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

2.19 Designated Lenders. Each of the Administrative Agent, each L/C Issuer, the Swing Line Lender and each Lender at its option may make any Credit Extension or otherwise perform its obligations hereunder through any Lending Office (each, a "Designated Lender"); provided that any exercise of such option shall not affect the obligation of such Borrower to repay any Credit Extension in accordance with the terms of this Agreement. Any Designated Lender shall be considered a Lender; provided that in the case of an Affiliate or branch of a Lender, such provisions that would be applicable with respect to Credit Extensions actually provided by such Affiliate or branch of such Lender shall apply to such Affiliate or branch of such Lender to the same extent as such Lender; provided that for the purposes only of voting in connection with any Loan Document, any participation by any Designated Lender in any outstanding Credit Extension shall be deemed a participation of such Lender.

2.20 Joint and Several Liability. Each Borrower shall be jointly and severally liable for the Obligations regardless of which Borrower actually receives Credit Extensions hereunder or the amount of such Credit Extensions received or the manner in which the Administrative Agent, any L/C Issuer or any Lender accounts for such Credit Extensions on its books and records, provided that the obligations of each such Borrower under the Loan Documents shall be limited to an aggregate amount equal to the largest amount that would not render such obligations subject to avoidance under the Debtor Relief Laws.

2.21 Permitted Refinancing Amendment.

(a) Permitted Refinancing Amendment. At any time after the Closing Date, the Company may obtain, from any Lender or any Permitted Refinancing Lender, Permitted Credit Agreement Refinancing Indebtedness permitted by Section 7.03(y) in respect of all or any portion of the Loans or Commitments then outstanding under this Agreement, in the form of Permitted Refinancing Loans or Permitted Refinancing Commitments, in each case pursuant to a Permitted Refinancing Amendment; provided, notwithstanding anything to the contrary in this Section 2.21 or otherwise, (i) the borrowing and repayment (except for (A) payments of interest and fees at different rates on Permitted Refinancing Revolving Commitments (and related outstandings), (B) repayments required upon the maturity date of the Permitted Refinancing Revolving Commitments and (C) repayment made in connection with a permanent repayment and termination of commitments (subject to clause (iii) below)) of Loans with respect to Permitted Refinancing Revolving Commitments after the date of obtaining any Permitted Refinancing Revolving Commitments shall be made on a pro rata basis with all Revolving Commitments outstanding at such time, (ii) all Swing Line Loans and Letters of Credit shall be participated on a pro rata basis by all Lenders with Commitments in accordance with their percentage of the Revolving Credit Commitments, (iii) assignments and participations of Permitted Refinancing Revolving Commitments and Permitted Refinancing Revolving Loans shall be governed by the same assignment and participation provisions applicable to Revolving Credit Commitments and

Revolving Credit Loans and (iv) the Permitted Refinancing Term Loans may participate on a pro rata basis or less than pro rata basis (but not on a greater than pro rata basis) in any voluntary or mandatory prepayments of Term Loans hereunder, as specified in the applicable Permitted Refinancing Amendment.

(b) Terms, Etc. The terms, provisions and documentation of any Permitted Refinancing Loans and Permitted Refinancing Commitments shall be subject to the limitations set forth in the definition of "Permitted Credit Agreement Refinancing Indebtedness" and related definitions.

(c) Minimum Amounts. Each issuance of Permitted Credit Agreement Refinancing Indebtedness under Section 2.21(a) shall be in an aggregate principal amount that is not less than $10,000,000, and an integral multiple of $1,000,000 in excess thereof (or the entire amount of the Indebtedness being refinanced, if less).

(d) Conditions Precedent. The effectiveness of any Permitted Refinancing Amendment shall be subject to the satisfaction or waiver on the date thereof of each of the conditions set forth in Section 4.02 and, to the extent reasonably requested by the Administrative Agent, receipt by the Administrative Agent of (i) board resolutions and officers' certificates consistent with those delivered on the Closing Date under Section 4.01, (ii) customary legal opinions reasonably acceptable to the Administrative Agent and (iii) reaffirmation agreements or such amendments to the Collateral Documents as may be reasonably requested by the Administrative Agent in order to ensure that such Permitted Credit Agreement Refinancing Indebtedness is provided with the benefit of the applicable Loan Documents.

(e) Effectiveness. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Permitted Refinancing Amendment. Each of the parties hereto hereby agrees that, upon the effectiveness of any Permitted Refinancing Amendment, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Permitted Credit Agreement Refinancing Indebtedness incurred pursuant thereto (including any amendments necessary to treat the Loans and Commitments subject thereto as Permitted Refinancing Loans or Permitted Refinancing Commitments).

(f) Necessary Amendments. Any Permitted Refinancing Amendment may, without the consent of any other Lender, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect the provisions of this Section 2.21 and each of the parties hereto hereby consents to the transactions contemplated by this Section 2.21 (including, for the avoidance of doubt, payment of interest, fees or premium in respect of any Permitted Credit Agreement Refinancing Indebtedness on such terms as may be set forth in the relevant Permitted Refinancing Amendment in accordance with this Section 2.21).

(g) Conflicting Provisions. This Section 2.21 shall supersede any provisions in Section 2.14 or 10.01 to the contrary.

ARTICLE III.

TAXES, YIELD PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.

(i) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made without deduction or withholding for any Taxes, except as required by applicable Laws. If any applicable Laws (as determined in the good faith discretion of the Administrative Agent or any Loan Party) require the deduction or withholding of any Tax from any such payment by the Administrative Agent or a Loan Party, then the Administrative Agent or such Loan Party shall be entitled to make such deduction or withholding, upon the basis of the information and documentation to be delivered pursuant to clause (e) below.

(ii) If any Loan Party or the Administrative Agent shall be required by the Code to withhold or deduct any Taxes from any payment, then (A) such Loan Party or the Administrative Agent shall withhold or make such deductions as are determined by such Loan Party or the Administrative Agent to be required based upon the information and documentation it has received pursuant to clause (e) below, (B) such Loan Party or the Administrative Agent shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with applicable Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(iii) If any Loan Party or the Administrative Agent shall be required by any applicable Laws other than the Code to withhold or deduct any Taxes from any payment, then (A) such Loan Party or the Administrative Agent, as required by such Laws, shall withhold or make such deductions as are determined by it to be required based upon the information and documentation it has received pursuant to clause (e) below, (B) such Loan Party or the Administrative Agent, to the extent required by such Laws, shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with such Laws, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Loan Party shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section 3.01) the applicable Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) Payment of Other Taxes by the Loan Parties. Without limiting the provisions of clause (a) above, the Loan Parties shall timely pay to the relevant Governmental Authority in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Tax Indemnifications.

(i) Each of the Loan Parties shall, and does hereby, jointly and severally indemnify each Recipient, and shall make payment in respect thereof within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 3.01) payable or paid by such Recipient or required to be withheld or deducted from a payment

to such Recipient, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Company by a Lender or an L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or an L/C Issuer, shall be conclusive absent manifest error. Each of the Loan Parties shall, and does hereby, jointly and severally indemnify the Administrative Agent, and shall make payment in respect thereof within ten (10) days after demand therefor, for any amount which a Lender or an L/C Issuer for any reason fails to pay indefeasibly to the Administrative Agent as required pursuant to Section 3.01(c)(ii) below; provided, however, that no Loan Party shall have any obligation to indemnify any party hereunder for Indemnified Taxes, Other Taxes or any other liability that arises from such party's own gross negligence or willful misconduct. To the extent that a Loan Party pays an amount to the Administrative Agent pursuant to the preceding sentence (a "Back-Up Indemnity Payment"), then upon request of the Company, the Administrative Agent shall use commercially reasonable efforts to exercise its set-off rights described in the last sentence of clause (c)(ii) below (on behalf of itself or the Loan Parties) to collect the applicable Back-Up Indemnity Payment amount from the applicable Lender or L/C Issuer and shall pay the amount so collected to the Company net of any reasonable expenses incurred by the Administrative Agent in its efforts to collect (through set-off or otherwise) from such Lender or L/C Issuer with respect to clause (c)(ii), below.

(ii) Each Lender and each L/C Issuer shall, and does hereby, severally indemnify, and shall make payment in respect thereof within ten (10) days after demand therefor, (A) the Administrative Agent against any Indemnified Taxes attributable to such Lender or such L/C Issuer (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Party to do so), (B) the Administrative Agent and the Loan Party, as applicable, against any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.06(d) relating to the maintenance of a Participant Register and (C) the Administrative Agent and the Loan Party, as applicable, against any Excluded Taxes attributable to such Lender or such L/C Issuer, in each case, that are payable or paid by the Administrative Agent or a Loan Party in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender and each L/C Issuer hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender or such L/C Issuer, as the case may be, under this Agreement or any other Loan Document against any amount due to the Administrative Agent under this clause (ii).

(d) Evidence of Payments. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority as provided in this Section 3.01, the Company shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders; Tax Documentation.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Company and the Administrative Agent, at the time or times reasonably requested by the Company or the Administrative Agent, such properly completed and executed documentation prescribed by applicable Law or the taxing authorities of a jurisdiction pursuant to such applicable Law or reasonably requested by the Company or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Company or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Company or the Administrative Agent as will enable the Company or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation either (A) set forth in Section 3.01(e)(ii)(A), (ii)(B) and (ii)(D) below or (B) required by applicable law other than the Code or the taxing authorities of the jurisdiction pursuant to such applicable law to comply with the requirements for exemption or reduction of withholding tax in that jurisdiction) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that any Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Company, such Borrower(s), and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company, any such Borrower, or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to the Company, such Borrower(s), and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company, any such Borrower, or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Non-U.S. Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN-E (or W-8BEN, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN-E (or W-8BEN, as applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit I-1 to the effect that such Non-U.S. Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of the Company within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN-E (or W-8BEN, as applicable); or

(4) to the extent a Non-U.S. Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E (or W-8BEN, as applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-2 or Exhibit I-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Non-U.S. Lender is a partnership and one or more direct or indirect partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit I-4 on behalf of each such direct and indirect partner;

(C) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to the Company, such Borrower(s) and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Company, any such Borrower or the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Company, such Borrower(s) or the Administrative Agent to determine the withholding or deduction required to be made; and

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

(iii) Each Lender agrees that if any form or certification it previously delivered pursuant to this Section 3.01 expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Company, such Borrower(s) and the Administrative Agent in writing of its legal inability to do so.

(f) Treatment of Certain Refunds. Unless required by applicable Laws, at no time shall the Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender or an L/C Issuer, or have any obligation to pay to any Lender or any L/C Issuer, any refund of Taxes withheld or deducted from funds paid for the account of such Lender or such L/C Issuer, as the case may be. If any Recipient determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section 3.01, it shall pay to such Loan Party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by a Loan Party under this Section 3.01 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that each Loan Party, upon the request of the Recipient, agrees to repay the amount paid over to such Loan Party (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Recipient in the event the Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this subsection, in no event will the applicable Recipient be required to pay any amount to such Loan Party pursuant to this subsection the payment of which would place the Recipient in a less favorable net after-Tax position than such Recipient would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This subsection shall not be construed to require any Recipient to make available its tax returns (or any other information relating to its taxes that it deems confidential) to any Loan Party or any other Person.

(g) Survival. Each party's obligations under this Section 3.01 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender or an L/C Issuer, the termination of the Commitments and the repayment, satisfaction or discharge of all other Obligations.

3.02 Illegality.

(a) If any Lender determines in good faith that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to perform any of its obligations hereunder or make, maintain or fund or charge interest with respect to any Credit Extension or to determine or charge interest rates based upon the Eurocurrency Rate, any Alternative Currency Daily Rate or any Alternative Currency Term Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, Dollars or any Alternative Currency in the applicable interbank market, then, on notice thereof by such Lender to the Company through the Administrative Agent, (i) any obligation of such Lender to issue, make, maintain, fund or charge interest with respect to any such Credit Extension or to make or continue Eurocurrency Rate Loans or Alternative Currency Loans in the affected currency or currencies or, in the case of Eurocurrency Rate Loans in Dollars, to convert Base Rate Loans to Eurocurrency Rate Loans, shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Eurocurrency Rate component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid

such illegality, be determined by the Administrative Agent without reference to the Eurocurrency Rate component of the Base Rate, in each case until such Lender notifies the Administrative Agent and the Company that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, (x) the Borrowers shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay all Eurocurrency Rate Loans or Alternative Currency Loans, as applicable, in the affected currency or currencies or, if applicable and such Loans are denominated in Dollars, convert all Eurocurrency Rate Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Eurocurrency Rate component of the Base Rate), in each case, immediately, or, in the case of Eurocurrency Rate Loans or Alternative Currency Term Rate Loans, on the last day of the Interest Period therefor if such Lender may lawfully continue to maintain such Eurocurrency Rate Loans or Alternative Currency Term Rate Loans to such day and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon the Eurocurrency Rate, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to the Eurocurrency Rate component thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the Eurocurrency Rate. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted.

(b) If, in any applicable jurisdiction, the Administrative Agent, any L/C Issuer or any Lender or any Designated Lender determines in good faith that any Change in Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for the Administrative Agent, any L/C Issuer or any Lender or its applicable Designated Lender to (i) perform any of its obligations hereunder or under any other Loan Document, (ii) to fund or maintain its participation in any Loan or Letter of Credit or (iii) issue, make, maintain, fund or charge interest or fees with respect to any Credit Extension to a Non-U.S. Borrower, such Person shall promptly notify the Administrative Agent, then, upon the Administrative Agent notifying the Company, and until such notice by such Person is revoked, any obligation of such Person to issue, make, maintain, fund or charge interest or fees with respect to any such Credit Extension shall be suspended, and to the extent required by applicable Law, cancelled. Upon receipt of such notice, the Loan Parties shall, (A) repay that Person's participation in the Loans or other applicable Obligations on the last day of the Interest Period for each Loan or other Obligation occurring after the Administrative Agent has notified the Company or, if earlier, the date specified by such Person in the notice delivered to the Administrative Agent (being no earlier than the last day of any applicable grace period permitted by applicable Law), (B) to the extent applicable to an L/C Issuer, Cash Collateralize that portion of applicable L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized and (C) take all reasonable actions requested by such Person to mitigate or avoid such illegality.

3.03 Inability to Determine Rates.

(a) If in connection with any request for a Eurocurrency Rate Loan or a conversion to or continuation thereof, (i) the Administrative Agent determines in good faith that (A) Dollar deposits are not being offered to banks in the London interbank market for the applicable amount and Interest Period of such Eurocurrency Rate Loan, or (B) adequate and reasonable means do not exist for determining the Eurocurrency Rate for any requested Interest Period with respect to a proposed Eurocurrency Rate Loan or in connection with an existing or proposed Base Rate Loan (in each case with respect to this clause (i), "Impacted Loans"), or (ii) the Administrative Agent or the Required Lenders determine that for any reason the Eurocurrency Rate for any requested Interest Period with respect to a proposed Eurocurrency Rate Loan does not adequately and fairly reflect the cost to such Lenders of funding such Eurocurrency Rate

Loan, the Administrative Agent will promptly so notify the Company and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Eurocurrency Rate Loans shall be suspended, (to the extent of the affected Eurocurrency Rate Loans or Interest Periods), and (y) in the event of a determination described in the preceding sentence with respect to the Eurocurrency Rate component of the Base Rate, the utilization of the Eurocurrency Rate component in determining the Base Rate shall be suspended, in each case until the Administrative Agent (or, in the case of a determination by the Required Lenders described in clause (ii) of Section 3.03(a), until the Administrative Agent upon instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, the Borrowers may revoke any pending request for a Borrowing of, conversion to or continuation of Eurocurrency Rate Loans (to the extent of the affected Eurocurrency Rate Loans or Interest Periods) or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein.

(b) Notwithstanding the foregoing, if the Administrative Agent has made the determination described in clause (i) of Section 3.03(a), the Administrative Agent, in consultation with the Company and Required Lenders, may establish an alternative interest rate for the Impacted Loans (which in no event shall be less than (x) zero with respect to the Revolving Facility or the Term A Loan or (y) 0.5% with respect to the Term B Loan), in which case, such alternative rate of interest shall apply with respect to the Impacted Loans until (i) the Administrative Agent revokes the notice delivered with respect to the Impacted Loans under clause (i) of the first sentence of Section 3.03(a), (ii) the Administrative Agent or the Required Lenders notify the Administrative Agent and the Company that such alternative interest rate does not adequately and fairly reflect the cost to such Lenders of funding the Impacted Loans, or (iii) any Lender determines in good faith that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for such Lender or its applicable Lending Office to make, maintain or fund Loans whose interest is determined by reference to such alternative rate of interest or to determine or charge interest rates based upon such rate or any Governmental Authority has imposed material restrictions on the authority of such Lender to do any of the foregoing and provides the Administrative Agent and the Company written notice thereof.

(c) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, including the preceding Sections 3.03(a) and (b), with respect to Eurocurrency Rate Loans in U.S. Dollars:

(i) On March 5, 2021 the Financial Conduct Authority ("FCA"), the regulatory supervisor of LIBOR's administrator ("IBA"), announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next, 1-week, 1-month, 2-month, 3-month, 6-month and 12- month U.S. Dollar LIBOR tenor settings. On the earliest of (A) the date that all Available Tenors of U.S. Dollar LIBOR have permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative, (B) June 30, 2023 and (C) the Early Opt-in Effective Date in respect of a SOFR Early Opt-In, if the then-current Benchmark is LIBOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.

(ii) (x) Upon (A) the occurrence of a Benchmark Transition Event or (B) a determination by the Administrative Agent that neither of the alternatives under clause (1) of the definition of "Benchmark Replacement" are available, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the

Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders (and any such objection shall be conclusive and binding absent manifest error); provided that solely in the event that the then-current Benchmark at the time of such Benchmark Transition Event is not a SOFR-based rate, the Benchmark Replacement therefor shall be determined in accordance with clause (1) of the definition of "Benchmark Replacement" unless the Administrative Agent determines that neither of such alternative rates is available.

(y) On the Early Opt-in Effective Date in respect of an Other Rate Early Opt-In, the Benchmark Replacement will replace LIBOR for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document.

(iii) At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the applicable Borrower may revoke any request for a borrowing of, conversion to or continuation of Loans to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrower's receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the applicable Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans. During the period referenced in the foregoing sentence, the component of Base Rate based upon the Benchmark will not be used in any determination of the Base Rate.

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

(v) The Administrative Agent will promptly notify the Company and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent pursuant to this Section 3.03(c), 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 sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 3.03(c).

(vi) At any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including Term SOFR or LIBOR), then the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (B) the Administrative Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

(d) If in connection with any request for an Alternative Currency Loan or a continuation of any of such Loans, as applicable, (i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (A) no Successor Rate for the Relevant Rate for the applicable Alternative Currency has been determined in accordance with Section 3.03(e) and the circumstances under clause (i) of Section 3.03(e) or the Alternative Currency Scheduled Unavailability Date has occurred with respect to such Relevant Rate, as applicable, or (B) adequate and reasonable means do not otherwise exist for determining the Relevant Rate for the applicable Alternative Currency for any determination date(s) or requested Interest Period, as applicable, with respect to an Alternative Currency Loan, or (ii) the Administrative Agent or the Required Lenders determine that for any reason that the Relevant Rate with respect to a proposed Loan denominated in an Alternative Currency for any requested Interest Period or determination date(s) does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Company and each Lender. Thereafter, (x) the obligation of the Lenders to make or maintain Loans in the affected currency or currencies, as applicable, shall be suspended in each case to the extent of the affected Alternative Currency Loans or Interest Period or determination date(s), as applicable, until the Administrative Agent (or, in the case of a determination by the Required Lenders described in clause (ii) of this Section 3.03(d), until the Administrative Agent upon instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) the applicable Borrower may revoke any pending request for a Borrowing of, or continuation of Alternative Currency Loans to the extent of the affected Alternative Currency Loans or Interest Period or determination date(s), as applicable or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans denominated in Dollars in the Dollar Equivalent of the amount specified therein and (ii) any outstanding affected Alternative Currency Loans, at the Company's election, shall either (1) be converted into a Borrowing of Base Rate Loans denominated in Dollars in the Dollar Equivalent of the amount of such outstanding Alternative Currency Loan immediately, in the case of an Alternative Currency Daily Rate Loan or at the end of the applicable Interest Period, in the case of an Alternative Currency Term Rate Loan or (2) be prepaid in full immediately, in the case of an Alternative Currency Daily Rate Loan, or at the end of the applicable Interest Period, in the case of an Alternative Currency Term Rate Loan; provided that if no election is made by the Company (x) in the case of an Alternative Currency Daily Rate Loan, by the date that is three Business Days after receipt by the Company of such notice or (y) in the case of an Alternative Currency Term Rate Loan, by the last day of the current Interest Period for the applicable Alternative Currency Term Rate Loan, the Company shall be deemed to have elected clause (1) above.

(e) Notwithstanding anything to the contrary in this Agreement or any other Loan Documents, including the preceding Section 3.03(d), in connection with any Alternative Currency Loans, if the Administrative Agent determines (which determination shall be conclusive absent manifest error), or the Company or Required Lenders notify the Administrative Agent (with, in the case of the Required Lenders, a copy to the Company) that the Company or Required Lenders (as applicable) have determined, that:

(i) adequate and reasonable means do not exist for ascertaining the Relevant Rate for an Alternative Currency because none of the tenors of such Relevant Rate (including any forward-looking term rate thereof) is available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) the Applicable Authority has made a public statement identifying a specific date after which all tenors of the Relevant Rate for an Alternative Currency (including any forward-looking term rate thereof) shall or will no longer be representative or made available, or used for determining the interest rate of loans denominated in such Alternative Currency, or shall or will otherwise cease, provided that, in each case, at the time of such statement, there is no successor administrator that is satisfactory to the Administrative Agent that will continue to provide such representative tenor(s) of the Relevant Rate for such Alternative Currency (the latest date on which

all tenors of the Relevant Rate for such Alternative Currency (including any forward-looking term rate thereof) are no longer representative or available permanently or indefinitely, the "Alternative Currency Scheduled Unavailability Date"); or

(iii) syndicated loans currently being executed and agented in the U.S., are being executed or amended (as applicable) to incorporate or adopt a new benchmark interest rate to replace the Relevant Rate for an Alternative Currency;

or if the events or circumstances of the type described in Section 3.03(e)(i), (ii) or (iii) have occurred with respect to the Successor Rate then in effect, then, the Administrative Agent and the Company may amend this Agreement solely for the purpose of replacing the Relevant Rate for an Alternative Currency or any then current Successor Rate for an Alternative Currency in accordance with this Section 3.03 with an alternative benchmark rate giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in such Alternative Currency for such alternative benchmarks, and, in each case, including any mathematical or other adjustments to such benchmark giving due consideration to any evolving or then existing convention for similar credit facilities syndicated and agented in the U.S. and denominated in such Alternative Currency for such benchmarks, which adjustment or method for calculating such adjustment shall be published on an information service as selected by the Administrative Agent from time to time in its reasonable discretion and may be periodically updated (and any such proposed rate, including for the avoidance of doubt, any adjustment thereto, a "Alternative Currency Successor Rate"), and any such amendment shall become effective at 5:00 p.m. on the fifth Business Day after the Administrative Agent shall have posted such proposed amendment to all Lenders and the Company unless, prior to such time, Lenders comprising the Required Lenders have delivered to the Administrative Agent written notice that such Required Lenders object to such amendment.

(f) The Administrative Agent will promptly (in one or more notices) notify the Company and each Lender of the implementation of any Successor Rate.

(g) Any Successor Rate shall be applied in a manner consistent with market practice; provided that to the extent such market practice is not administratively feasible for the Administrative Agent, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Administrative Agent.

(h) Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than (i) with respect to the Revolving Facility and the Term A Loan, zero, such rate shall be deemed zero for purposes of this Agreement and (ii) with respect to the Term B Loan, 0.50%, such rate shall be deemed 0.50% for purposes of this Agreement.

(i) In connection with the implementation of a Successor Rate, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement; provided that, with respect to any such amendment effected, the Administrative Agent shall post each such amendment implementing such Conforming Changes to the Company and the Lenders reasonably promptly after such amendment becomes effective.

3.04 Increased Costs; Reserves on Eurocurrency Rate Loans.

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

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement contemplated by Section 3.04(e)) or any L/C Issuer;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender or any L/C Issuer or the applicable interbank market any other condition, cost or expense affecting this Agreement, Eurocurrency Rate Loans or Alternative Currency Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or such L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or such L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or such L/C Issuer, in each case in an amount deemed by such Lender or such L/C Issuer to be material, the Company will pay (or cause the applicable Borrower to pay) to such Lender or such L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or such L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered, provided that the Borrowers shall not be required to compensate a Lender or the L/C Issuer pursuant to this Section 3.04(a) for any additional amounts incurred more than ninety (90) days prior to the date that such Lender or the L/C Issuer notifies the Borrowers of the Change in Law giving rise to such additional amounts and of such Lender's or the L/C Issuer's intention to claim compensation therefor; provided that, if the Change in Law giving rise to such additional amounts is retroactive, then such 90-day period referred to above shall be extended to include the period of retroactive effect thereof.

(b) Capital Requirements. If any Lender or any L/C Issuer determines that any Change in Law affecting such Lender or such L/C Issuer or any Lending Office of such Lender or such Lender's or such L/C Issuer's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or such L/C Issuer's capital or on the capital of such Lender's or such L/C Issuer's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Line Loans held by, such Lender, or the Letters of Credit issued by such L/C Issuer, to a level below that which such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such L/C Issuer's policies and the policies of such Lender's or such L/C Issuer's holding company with respect to capital adequacy), in each case in an amount deemed by such Lender or such L/C Issuer to be material, then from time to time the Company will pay (or cause the applicable Borrower to pay) to such Lender or such L/C Issuer, as

the case may be, such additional amount or amounts as will compensate such Lender or such L/C Issuer or such Lender's or such L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or an L/C Issuer (i) setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or such L/C Issuer or its holding company, as the case may be, as specified in clauses (a) or (b) of this Section 3.04 and (ii) setting forth in reasonable detail the manner in which such amount was deferred, which shall be conclusive absent manifest error, and shall be delivered to the Company. The Company shall pay (or cause the applicable Borrower to pay) such Lender or such L/C Issuer, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof. Notwithstanding anything contained in this Article III to the contrary, a Lender shall not be entitled to any compensation pursuant to Section 3.04 to the extent such Lender is not generally imposing such charges or requesting such compensation from other similarly situated borrowers under similar circumstances.

(d) Delay in Requests. Failure or delay on the part of any Lender or any L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section 3.04 shall not constitute a waiver of such Lender's or such L/C Issuer's right to demand such compensation, provided that no Borrower shall be required to compensate a Lender or an L/C Issuer pursuant to the foregoing provisions of this Section 3.04 for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender or such L/C Issuer, as the case may be, notifies the Company of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Additional Reserve Requirements. The Company shall pay (or cause the applicable Borrower to pay) to each Lender, (i) as long as such Lender shall be required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits (currently known as "Eurocurrency liabilities"), additional interest on the unpaid principal amount of each Eurocurrency Rate Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), and (ii) as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the Eurocurrency Rate Loans, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive), which shall be due and payable on each date on which interest is payable on such Loan, provided the Company shall have received at least ten (10) days' prior notice (with a copy to the Administrative Agent) of such additional interest or costs from such Lender. If a Lender fails to give notice ten (10) days prior to the relevant Interest Payment Date, such additional interest or costs shall be due and payable ten (10) days from receipt of such notice.

3.05 Compensation for Losses. The Company shall compensate (or cause the applicable Borrower to compensate) such Lender for, and hold such Lender harmless from, any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Loan other than a Base Rate Loan on a day other than the last day of any Interest Period, relevant interest payment

date or payment period, as applicable, for such Loan, if applicable (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by any Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Base Rate Loan on the date or in the amount notified by the applicable Borrower;

(c) any failure by any Borrower to make payment of any Loan or drawing under any Letter of Credit (or interest due thereon) denominated in an Alternative Currency on its scheduled due date or any payment thereof in a different currency; or

(d) any assignment of a Eurocurrency Rate Loan or Alternative Currency Term Rate Loan on a day other than the last day of the Interest Period therefor as a result of a request by the applicable Borrower pursuant to Section 10.13;

including any foreign exchange losses and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan, from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract, but in any event, excluding loss of anticipated profit. The Company will (or will cause the applicable Borrower to), within ten (10) Business Days after the Company's (or applicable Borrower's) receipt of a certificate of the type described in Section 3.04(c), pay such Lender such additional amounts as will compensate such Lender for such losses, costs and expenses.

For purposes of calculating amounts payable by the Company (or the applicable Borrower) to the Lenders under this Section 3.05, each Lender shall be deemed to have funded each Eurocurrency Rate Loan or Alternative Currency Term Rate Loan made by it at the Eurocurrency Rate or Alternative Currency Term Rate for such Loan by a matching deposit or other borrowing in the interbank market for such currency for a comparable amount and for a comparable period, whether or not such Eurocurrency Rate Loan or Alternative Currency Term Rate Loan was in fact so funded.

3.06 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.04, or requires any Borrower to pay any Indemnified Taxes or additional amounts to any Lender, any L/C Issuer, or any Governmental Authority for the account of any Lender or any L/C Issuer pursuant to Section 3.01, or if any Lender gives a notice pursuant to Section 3.02, then at the request of the Company such Lender or such L/C Issuer shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender or such L/C Issuer, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.04, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject such Lender or such L/C Issuer, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender or such L/C Issuer, as the case may be. The Company hereby agrees to pay (or cause the applicable Borrower to pay) all reasonable costs and expenses incurred by any Lender or any L/C Issuer in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 3.04, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.01 and, in each

case, such Lender has declined or is unable to designate a different lending office in accordance with Section 3.06(a), the Company may replace such Lender in accordance with Section 10.13.

3.07 Survival. All obligations of the Loan Parties under this Article III shall survive termination of the Aggregate Commitments, repayment of all other Obligations hereunder and resignation of the Administrative Agent.

ARTICLE IV.

CONDITIONS PRECEDENT TO CREDIT EXTENSIONS

4.01 Conditions of Initial Credit Extension. The obligation of each L/C Issuer and each Lender to make its initial Credit Extension hereunder is subject to the satisfaction (or waiver in accordance with Section 10.01) of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals, unless otherwise agreed by the Administrative Agent) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party, each dated the Closing Date (or, in the case of certificates of governmental officials, a recent date before the Closing Date) and each in form and substance reasonably satisfactory to the Administrative Agent and each of the Lenders:

(i) executed counterparts of this Agreement and each other Loan Document (other than the Dutch Share Pledges, which shall be executed immediately following the release of signature pages to the other Loan Documents);

(ii) as to each Borrower, a Note executed by such Borrower in favor of each Lender requesting Notes;

(iii) searches of filings made under the UCC, the PPSA, the RPMRR (Quebec), the Bank Act (Canada) or other applicable Law, in each case in the jurisdiction of formation of each Loan Party and each other jurisdiction reasonably deemed appropriate by the Administrative Agent;

(iv) such UCC and PPSA financing statements, RPMRR (Quebec) registrations, or similar documents required under any other applicable Law in the name of each Loan Party for each appropriate jurisdiction as is necessary, in the Administrative Agent's reasonable discretion, to perfect the Administrative Agent's security interest in the Collateral;

(v) all certificates evidencing any certificated Equity Interests, or updated shareholder registers, pledged to the Administrative Agent pursuant to the Security Agreements, together with duly executed in blank, undated stock powers attached thereto (unless, with respect to the pledged Equity Interests of any Non-U.S. Subsidiary, such stock powers or updated shareholder registers are deemed unnecessary by the Administrative Agent in its reasonable discretion under the law of the jurisdiction of organization of such Person);

(vi) searches of ownership of, and Liens on, United States, Canadian and Dutch intellectual property registrations and applications of each Loan Party in the appropriate governmental offices;

(vii) duly executed notices of grant of security interest in the form required by the Security Agreements as are necessary, in the Administrative Agent's reasonable discretion, to perfect the Administrative Agent's security interest in the United States, Dutch and Canadian intellectual property registrations and applications of the Loan Parties;

(viii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of each Loan Party as the Administrative Agent may reasonably require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents to which such Loan Party is a party;

(ix) such documents and certifications as the Administrative Agent may reasonably require to evidence that each Loan Party is duly organized or formed and validly existing and in good standing (to the extent applicable) in its jurisdiction of organization or formation;

(x) a favorable customary opinion of each of (A) Akin Gump Strauss Hauer & Feld LLP, New York and Delaware counsel to the Loan Parties, (B) Stewart McKelvey, Nova Scotia counsel to the Loan Parties, (C) Blake, Cassels & Graydon LLP, Ontario counsel to the Loan Parties, (E) Kennedy Van der Laan, Dutch counsel to the Loan Parties, (D) Hogan Lovells (Luxembourg) LLP, Luxembourg counsel to the Loan Parties and (F) NautaDutilh Avocats Luxembourg S.à r.l., Luxembourg counsel to the Administrative Agent, as to such matters concerning the Loan Parties and the Loan Documents as the Administrative Agent may reasonably request;

(xi) a certificate signed by a Responsible Officer of the Company certifying (A) that the conditions specified in Sections 4.01(b), (c), (d), (h), (i) and (j), Section 4.02(a) and Section 4.02(b) have been satisfied and (B) that there has been no event or circumstance since December 31, 2020 that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect;

(xii) a certificate signed by the chief financial officer of the Company certifying that (A) the Company and its Subsidiaries are Solvent on a consolidated basis after giving effect to the Credit Extensions to be made hereunder on the Closing Date, (B) the SEC has declared the Form 10 effective, that no stop orders relating to the Spinoff or other restrictions that would otherwise prohibit or enjoin the occurrence of the Spinoff shall be in existence and that there is no impediment known to the Company that would impair the consummation of the Spinoff and (C) the Company reasonably expects the Spinoff and all related Form 10 Transactions to have been consummated in full not later than the date that is two (2) Business Days after the Closing Date;

(xiii) a perfection certificate in form and substance reasonably satisfactory to the Administrative Agent and signed by a Responsible Officer of the Company (the "Perfection Certificate");

(xiv) evidence reasonably satisfactory to the Administrative Agent that all insurance required to be maintained pursuant to the Loan Documents has been obtained and is in effect;

(xv) copies of (A) if the Closing Date is on or after the date that is forty-five (45) days after the effectiveness date of the Form 10, any unaudited combined financial

statements of the Company and its Subsidiaries for each fiscal quarter ending after June 30, 2021 and at least forty-five (45) days prior to the Closing Date, including balance sheets and statements of income or operations, shareholders' equity and cash flows and (B) annual projections for the Company and its Subsidiaries for the four (4) full fiscal years ending after the Closing Date;

(xvi) a certificate signed by a person that would (if ADS were a Loan Party) be a Responsible Officer of ADS certifying that attached thereto is a true and correct copy of the resolutions of ADS approved and entered into with respect to the approval of the Spinoff, and stating that such resolutions have not been amended, altered or otherwise modified since the date thereof (or attaching any such amendment, alternation or other modification);

(xvii) evidence that any action required to comply with the Works Councils Act of the Netherlands (*Wet op de ondernemingsraden*) has been taken;

(xviii) the Form 10 and the Form 10 Transaction Documents, along with any amendments or additions thereto, or modifications thereof, in each case effectuated prior to the Closing Date, which shall include the Audited Financial Statements and the Interim Financial Statements, as well as any financial statements required by Section 4.01(a)(xv)(A) above or any other financial statements required to be provided by the SEC in connection with declaring the Form 10 effective; and

(xix) as to each Luxembourg Obligor:

(A) a true complete and up-to-date copy of its constitutional documents;

(B) a copy of the resolutions of the board of managers of such Luxembourg Obligor (i) approving the Loan Documents to which it is a party and (ii) authorizing a specified person or persons, on its behalf, to sign and/or dispatch all documents and notices to be signed and/or dispatched by it in connection with the Loan Documents to which it is a party;

(C) specimen signatures for the person(s) authorized in the resolutions referred to above;

(D) a true, complete and up-to-date copy of an excerpt (*extrait*) and a negative certificate (*certificat de non-inscription d'une décision judiciaire*) each issued by the Luxembourg Trade and Companies Register pertaining to such Luxembourg Obligor and dated as of the date of this Agreement; and

(E) a certificate from such Luxembourg Obligor, signed by an authorized signatory, (i) attaching each copy document specified in (A) to (D) above, (ii) certifying that such documents are correct, complete and in full force and effect and have not been amended or superseded at a date no earlier than the date of such certificate, (iii) confirming that, borrowing, securing or guaranteeing (as appropriate) pursuant to the Loan Document to which it is a party would not cause any borrowing, security, guarantee or other similar limit binding on it to be exceeded; (iv) confirming that the relevant entity is in compliance with the amended Luxembourg Act dated 31 May 1999 on the domiciliation of companies,

as amended (and the relevant regulations); (v) confirming that the relevant entity is not subject to bankruptcy (*faillite*), voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de la faillite*), suspension of payments (*sursis de paiement*), controlled management (*gestion contrôlée*), general settlement with creditors, reorganisation or similar legal provisions affecting the rights of creditors generally in Luxembourg or abroad, or any analogous procedure in any jurisdiction, nor subject to any proceedings under the European Insolvency Regulation; (vi) confirming that the managers of the relevant entity, have not made, and no other person entitled has taken any corporate action, legal proceedings or other procedure or step in connection with, nor have been notified of, bankrupty (*faillite*) voluntary or judicial liquidation (*liquidation volontaire ou judiciaire*), composition with creditors (*concordat préventif de la faillite*), suspension of payments (*sursis de paiement*), controlled management (*gestion contrôlée*), fraudulent conveyance (actio pauliana), general settlement with creditors, reorganisation or similar legal provisions affecting the rights of creditors generally in Luxembourg or abroad, or any analogous procedure in any jurisdiction, nor subject to any proceedings under the European Insolvency Regulation, and (vii) confirming that no application has been made by the relevant entity for a voluntary or judicial winding-up or liquidation.

(b) Substantially concurrently herewith, all obligations under the Existing Credit Agreement shall have been repaid in full (other than contingent indemnification obligations for which no claim or demand has yet been made), all commitments thereunder shall have been terminated and all Liens securing the same shall have been released (or arrangements satisfactory to the Administrative Agent for such release shall have been made).

(c) The Administrative Agent and the Lenders shall have received satisfactory evidence that as of the Closing Date the Company is a wholly-owned subsidiary of ADS (unless the Spinoff has occurred or is occurring substantially simultaneously therewith).

(d) There shall not exist any action, suit, investigation or proceeding pending or, to the knowledge of the Company or any other Loan Party, threatened in writing in any court or before any arbitrator or governmental authority that would reasonably be expected to have a Material Adverse Effect.

(e) The Administrative Agent and the Lenders shall have completed due diligence of the Loan Parties and their respective Subsidiaries in scope, and with results, reasonably satisfactory to the Administrative Agent and the Lenders, including OFAC, FCPA and Corruption of Foreign Public Officials Act (Canada).

(f) At least three (3) Business Days prior to the Closing Date, the Administrative Agent and the Lenders shall have received all documentation and other information with respect to each Loan Party requested in writing at least seven (7) Business Days prior to the Closing Date by the Administrative Agent that any Lender determines is required by regulatory authorities under applicable Law, including without limitation the PATRIOT Act, the Canadian AML Acts and applicable U.S. and Canadian law regarding anti-money laundering, anti-terrorist financing, and “know your customer” matters.

(g) At least three (3) Business Days prior to the Closing Date, any Borrower that qualifies as a “legal entity customer” under the Beneficial Ownership Regulation shall have

delivered to each Lender that so requests in writing at least seven (7) Business Days prior to the Closing Date a Beneficial Ownership Certification in relation to such Borrower.

(h) The Spinoff shall have been initiated prior to, or substantially simultaneously with, the Closing Date.

(i) Prior to, or substantially simultaneously with, the Closing Date, the Spin Payment shall have been made, and the Company shall (directly or indirectly through its Subsidiaries) own substantially all assets and operations of the "LoyaltyOne" business of ADS, other than assets having a fair market value less than $5,000,000 in the aggregate to be conveyed to the Company post-closing as contemplated by the Separation and Distribution Agreements described in clause (a) of the definition of Form 10 Transaction Documents.

(j) On the Closing Date, after giving effect to the Spinoff and all related Form 10 Transactions (whether or not fully consummated on such date) and the borrowing of the Term A Loan and the Term B Loan, the Company and its Subsidiaries will have not less than $50,000,000 of unrestricted cash on the balance sheet.

(k) Unless waived by the Administrative Agent (other than with respect to fees owing to the Lenders), the Company shall have paid (i) all fees and expenses required to be paid on the Closing Date pursuant to the Fee Letters or other writing between or among the Company and any lender(s) and/or the Administrative Agent or BofA Securities and (ii) all fees, charges and disbursements of counsel to the Administrative Agent (directly to such counsel if requested by the Administrative Agent) to the extent invoiced at least three (3) Business Days prior to the Closing Date, plus such additional amounts of such fees, charges and disbursements as shall constitute its reasonable estimate of such fees, charges and disbursements incurred or to be incurred by it through the closing proceedings and as shall be identified in the invoice provided at least three (3) Business Days prior to the Closing Date (provided that such estimate shall not thereafter preclude a final settling of accounts between the Company and the Administrative Agent).

(l) On the Closing Date, after giving effect to all Credit Extensions made on the Closing Date, the aggregate Outstanding Amount under the Revolving Facility shall not exceed $0.

Without limiting the generality of the provisions of the last paragraph of Section 9.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

4.02 Conditions to all Credit Extensions. The obligation of each Lender to honor any Request for Credit Extension (including a Request for Credit Extension relating to an advance under an Incremental Facility but excluding a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Eurocurrency Rate Loans or Alternative Currency Term Rate Loans) is subject to the satisfaction (or waiver in accordance with Section 10.01) of the following conditions precedent:

(a) The representations and warranties of (i) the Borrowers contained in Article V and (ii) each Loan Party contained in each other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) on and as of the date of such Credit Extension, except to the extent that such

representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in clauses (a) and (b) of Section 5.05 shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01.

(b) No Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) The Administrative Agent and, if applicable, the applicable L/C Issuer(s) or the Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) If the applicable Borrower is a Designated Borrower, then the conditions of Section 2.15 to the designation of such Borrower as a Designated Borrower shall have been met to the satisfaction of the Administrative Agent.

(e) In the case of a Credit Extension to be denominated in an Alternative Currency, such currency remains an Eligible Currency.

(f) There shall be no restriction, limitation, prohibition or material impediment imposed under Law or by any Governmental Authority as to the proposed Credit Extension or the repayment thereof or as to rights created under any Loan Document or as to application of the proceeds of the realization of any such rights.

Notwithstanding anything to the contrary contained in this Agreement, the conditions set forth in clauses (a) and (b) of this Section 4.02 shall be subject to the provisions of Section 1.10 in the case of any Incremental Term Facility used to finance a Limited Condition Acquisition.

Each Request for Credit Extension (other than a Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Eurocurrency Rate Loans or Alternative Currency Term Rate Loans) submitted by any Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES

Each Loan Party jointly and severally represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power. Each Loan Party and each Subsidiary (a) is (i) duly incorporated, organized or formed, (ii) validly existing and (iii) in good standing (to the extent applicable) under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party, and (c) is duly qualified and is licensed and (to the extent applicable) in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in each case referred to in clause

(b)(i) or (c), to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is party, (a) have been duly authorized by all necessary corporate or other organizational action, and (b) do not and will not (i) contravene the terms of any of such Person's Organization Documents; (ii) conflict with or result in any breach or contravention of, or the creation of any Lien (other than Liens under the Loan Documents) under, or require any payment to be made under (A) any Material Contract to which such Person is a party or affecting such Person or the properties of such Person or any Subsidiary or (B) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (iii) violate any material Law.

5.03 Governmental Authorization; Other Consents. No material approval, consent, exemption, authorization, or other material action by, or material notice to, or material filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document other than (a) those that have already been obtained and are in full force and effect, (b) filings to perfect the Liens created by the Collateral Documents and (c) any filing required to release Liens securing the Existing Credit Agreement.

5.04 Binding Effect. This Agreement has been, and each other Loan Document, when delivered hereunder, will have been, duly executed and delivered by each Loan Party that is party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable Debtor Relief Laws or by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; (ii) fairly present in all material respects the financial condition of the Company and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein; and (iii) show all material indebtedness and other liabilities, direct or contingent, of a type required to be shown on the Audited Financial Statements prepared in accordance with GAAP of the Company and its Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Indebtedness.

(b) The Interim Financial Statements (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present in all material respects the financial condition of the Company and its Subsidiaries as of the date thereof and their results of operations for the period covered thereby, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments and (iii) show all material indebtedness and other liabilities, direct or contingent, of the Company and its consolidated Subsidiaries as of the date of such financial statements, including liabilities for taxes, material commitments and Indebtedness.

(c) Since December 31, 2020, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect.

5.06 Litigation. There are not any actions, suits or proceedings at law or in equity or by or before any Governmental Authority now pending or, to the knowledge of the Company, threatened (and reasonably likely to be commenced) in writing against the Company or any of its Subsidiaries or any property or rights of the Company or any of its Subsidiaries as to which there is a reasonable likelihood of an adverse determination and which, if adversely determined, would individually or in the aggregate result in a Material Adverse Effect.

5.07 No Default. Neither any Loan Party nor any Subsidiary thereof is in default under or with respect to any Contractual Obligation that could, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

5.08 Ownership of Property; Liens. Each Loan Party and each Subsidiary has good record and marketable title in fee simple (or similar concept under the Law of any applicable jurisdiction) to, or valid leasehold interests (or similar concept under the Law of any applicable jurisdiction) in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The property of the Loan Parties and the Subsidiaries is subject to no Liens, other than Permitted Liens. As of the Closing Date, the value of all tangible personal property of LoyaltyOne, Co. located in the Province of Quebec does not exceed $275,000.

5.09 Environmental Compliance. Each Loan Party and each Subsidiary is in compliance in all material respects with the requirements of all applicable Environmental Laws and Environmental Permits, except in such instances in which (a) such requirement is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

5.10 Insurance. The properties of the Company and the Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Company, in such amounts, with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the applicable Loan Party operates.

5.11 Taxes. The Company and the Subsidiaries have filed all federal, state, provincial and territorial income tax returns (including non-U.S. tax returns) and other tax returns and reports required to be filed, except where such failure to file would not reasonably be likely to have a Material Adverse Effect, and have paid all federal, state, provincial and territorial income and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or in respect of which such failure to pay would not reasonably be likely to have a Material Adverse Effect. To the knowledge of the Company and its Subsidiaries, there is no proposed Tax assessment against the Company or any Subsidiary that would, if made, have a Material Adverse Effect. Neither the Company nor any Subsidiary is party to any tax sharing agreement other than the "Tax Matters Agreement" as part of the Form 10 Transaction Documents.

5.12 ERISA and Canadian Pension Plan Compliance.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state laws. Each Plan that is intended to be a qualified plan under Section 401(a) of the Code (i) has received a favorable determination letter from the IRS to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the IRS or (ii) is substantially similar to an "employee benefit plan" as defined in Section 3(3) of ERISA that is, or was, sponsored, maintained, or contributed to by a former ERISA Affiliate that received such a favorable determination letter from the IRS prior to the Spinoff. To the best knowledge of the Company, nothing has occurred that would prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the best knowledge of the Company, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that would reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or would reasonably be expected to result in a Material Adverse Effect.

(c) (i) Other than as would not reasonably be expected, whether individually or taken in the aggregate, to result in a Material Adverse Effect, (i) no ERISA Event has occurred, and neither the Company nor, to the knowledge of the Borrowers, any ERISA Affiliate is aware of any fact, event or circumstance that would reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan or Multiemployer Plan; (ii) the Company and, to the knowledge of the Borrowers, each ERISA Affiliate has met all applicable requirements under the Pension Funding Rules in respect of each Pension Plan or Multiemployer Plan, and no waiver of the minimum funding standards under the Pension Funding Rules has been applied for or obtained; (iii) as of the most recent valuation date for any Pension Plan, the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) is sixty percent (60%) or higher and neither the Company nor, to the knowledge of the Borrowers, any ERISA Affiliate knows of any facts or circumstances that would reasonably be expected to cause the funding target attainment percentage for any such plan to drop below sixty percent (60%) as of the most recent valuation date; (iv) neither the Company nor, to the knowledge of the Borrowers any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid; (v) neither the Company nor, to the knowledge of the Borrowers, any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA; and (vi) no Pension Plan has been terminated by the plan administrator thereof nor by the PBGC, and no event or circumstance has occurred or exists that would reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan.

(d) As of the Closing Date none of the Borrowers is or will be using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments.

(e) (i) Each Canadian Pension Plan is in compliance in all material respects with the applicable provisions of all applicable Laws and (ii) each Canadian Pension Plan has received a confirmation of registration from the Canada Revenue Agency and, to the best knowledge of the Company, nothing has occurred which would prevent, or cause the loss of, such registration. Other than as would not reasonably be expected to have a Material Adverse Effect, each Loan Party and each Subsidiary has made all required contributions to each Canadian Pension Plan.

(f) There are no pending or, to the best knowledge of the Company, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Canadian Pension Plan that could reasonably be expected to have a Material Adverse Effect. There has been no violation of fiduciary duty with respect to any Canadian Pension Plan that has resulted or would reasonably be expected to result in a Material Adverse Effect.

(g) No Loan Party or Subsidiary maintains, contributes to, or has any liability or contingent liability with respect to, a Canadian Defined Benefit Pension Plan.

5.13 Subsidiaries; Equity Interests. Set forth on Schedule 5.13 is a complete and accurate list as of the Closing Date of each Subsidiary, together with (a) such Subsidiary's jurisdiction of organization or incorporation (as the case may be), (b) the number of shares of each class of Equity Interests of such Subsidiary outstanding, (c) the number and percentage of each class of outstanding shares of such Subsidiary owned (directly or indirectly) by the Company or any Subsidiary, and (d) an indication as to whether such Subsidiary is a Loan Party or an Excluded Subsidiary (and, if so, the type (e.g., an Immaterial Subsidiary) of such Excluded Subsidiary). The outstanding Equity Interests of each Subsidiary are validly issued, fully paid and non-assessable (to the extent applicable) and are owned by a Loan Party in the amounts specified on Schedule 5.13 free and clear of all Liens other than the Liens created pursuant to the applicable Collateral Documents and inchoate and other non-consensual Permitted Liens.

5.14 Margin Regulations; Investment Company Act.

(a) No Loan Party is engaged or will engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock and the Credit Extensions hereunder will not be used to purchase or carry margin stock in violation of Regulation U or to extend credit to others for the purpose of purchasing or carrying margin stock or for any purpose that would violate the provisions of Regulation X issued by the FRB, as in effect from time to time.

(b) None of the Company, any Person Controlling the Company, or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

5.15 Disclosure. No report, financial statement, certificate or other written information (including, without limitation, the Perfection Certificate, but other than projected financial information and information of a general economic or industry-specific nature) furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished), when taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein not materially misleading in light of the circumstances under which they were made. With respect to projected financial information, such projected financial information was prepared in good faith based upon assumptions believed to be reasonable at the time and estimates as of the date of preparation (it being understood and agreed that such projections are as to future events and are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the control of the Company and its Subsidiaries, that no assurance can be given that any particular projection will be realized, that actual results during the period or periods covered by any such projected financial information may differ significantly from the projected results and such differences may be material, and that such projected financial information are not a representation by the Company or any of its Subsidiaries that such

projections will be achieved. As of the Closing Date, to the knowledge of the Company the information included in the Beneficial Ownership Certification, if applicable, is true and correct in all respects.

5.16 Compliance with Laws. Each Loan Party and each Subsidiary is in compliance in all material respects with the requirements of all applicable Laws and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

5.17 Taxpayer Identification Number; Other Identifying Information. The true and correct U.S. taxpayer identification number of the Company and each Borrower that is a U.S. Subsidiary and a party hereto on the Closing Date is set forth on Schedule 10.02. The true and correct unique corporate or other identification number of each Borrower that is a Non-U.S. Subsidiary and a party hereto on the Closing Date that has been issued by its jurisdiction of organization and the name of such jurisdiction are set forth on Schedule 5.17.

5.18 Casualty, Etc. As of the Closing Date, neither the businesses nor the properties of any Loan Party or any of its Subsidiaries are affected by any fire, explosion, accident, strike, lockout or other labor dispute, drought, storm, hail, earthquake, embargo, act of God or of the public enemy or other casualty (whether or not covered by insurance) that, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

5.19 Solvency. The Company and its Subsidiaries, on a consolidated basis, are Solvent.

5.20 Intellectual Property; Licenses, Etc. The Company and its Subsidiaries own, or possess the right to use, all of the trademarks, service marks, trade names, copyrights, patents, patent rights, franchises, licenses and other intellectual property rights (collectively, "IP Rights") that are reasonably necessary for the operation of their respective businesses except where and to the extent any lack of ownership or possession would not reasonably be expected to have a Material Adverse Effect, without conflict with the rights of any other Person except where and to the extent any such conflict would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by the Company or any Loan Party infringes upon any rights held by any other Person that would reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrowers, threatened in writing (and reasonably likely to be commenced), which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

5.21 Labor Matters. Except as set forth on Schedule 5.21, there are no collective bargaining agreements or Multiemployer Plans covering the employees of the Company or any Subsidiary as of the Closing Date and neither the Company nor any Subsidiary has suffered any material strikes, walkouts, work stoppages or other labor difficulty in the three (3) years preceding the Closing Date.

5.22 OFAC. Neither the Company, nor any of its Subsidiaries, nor, to the knowledge of the Company and its Subsidiaries, any director, officer, or employee thereof, is an individual or entity that is (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals and Blocked Persons, the Canadian Sanctions List, HMT's Consolidated List of Financial Sanctions Targets and the Investment Ban List, or any similar list enforced by any other relevant Sanctions authority, (iii) located, organized or resident in a Designated Jurisdiction or (iv) owned or controlled by any individual or entity described under clause(s) (i)-(iii) such that such owned or controlled entity is itself

subject to the same prohibitions or restrictions as the individual or entity described under clause(s) (i)-(iii). The Loan Parties have instituted and maintained policies and procedures designed to promote and achieve compliance with Sanctions.

5.23 Anti-Corruption Laws.

To the extent applicable, the Company and its Subsidiaries have conducted their businesses in compliance in all material respects with the United States Foreign Corrupt Practices Act of 1977, the Corruption of Foreign Public Officials Act (Canada), the UK Bribery Act 2010, and, to the extent applicable, other similar anti-corruption legislation in other jurisdictions and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

5.24 Collateral Documents.

The Collateral Documents create valid security interests in, and Liens on, the Collateral purported to be covered thereby, which security interests and Liens are currently (or, upon delivery of Collateral to the Administrative Agent and/or when the appropriate filings or other actions required by the applicable Collateral Document or by applicable law have been filed or taken, will be) perfected security interests and Liens (to the extent such security interests and Liens are required to be perfected under the terms of the Collateral Documents) to the extent such security interests and Liens can be perfected by such delivery, filings and actions, prior to all other Liens other than Permitted Liens.

5.25 Representations as to Non-U.S. Obligors.

Each of the Company and each Non-U.S. Obligor represents and warrants to the Administrative Agent and the Lenders that:

(a) Such Non-U.S. Obligor is subject to civil and commercial Laws with respect to its obligations under this Agreement and the other Loan Documents to which it is a party (collectively as to such Non-U.S. Obligor, the "Applicable Non-U.S. Obligor Documents"), and the execution, delivery and performance by such Non-U.S. Obligor of the Applicable Non-U.S. Obligor Documents constitute and will constitute private and commercial acts and not public or governmental acts. Neither such Non-U.S. Obligor nor any of its property has any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of the jurisdiction in which such Non-U.S. Obligor is organized or incorporated (as the case may be) and existing in respect of its obligations under the Applicable Non-U.S. Obligor Documents.

(b) The Applicable Non-U.S. Obligor Documents are in proper legal form under the Laws of the jurisdiction in which such Non-U.S. Obligor is organized or incorporated (as the case may be) and existing for the enforcement thereof against such Non-U.S. Obligor under the Laws of such jurisdiction, and to ensure the legality, validity, enforceability, priority or admissibility in evidence of the Applicable Non-U.S. Obligor Documents. It is not necessary to ensure the legality, validity, enforceability, priority or admissibility in evidence of the Applicable Non-U.S. Obligor Documents that the Applicable Non-U.S. Obligor Documents be filed, registered or recorded with, or executed or notarized before, any court or other authority in the jurisdiction in which such Non-U.S. Obligor is organized or incorporated (as the case may be) and existing or that any registration charge or stamp or similar tax be paid on or in respect of the Applicable Non-U.S. Obligor Documents or any other document, except for (i) any such filing, registration, recording, execution or notarization as has been or will promptly be made or is not required to be made until the

Applicable Non-U.S. Obligor Document or any other document is sought to be enforced and (ii) any charge or tax as has been or will be timely paid.

(c) There is no tax, levy, impost, duty, fee, assessment or other governmental charge, or any deduction or withholding, imposed by any Governmental Authority in or of the jurisdiction in which such Non-U.S. Obligor is organized or incorporated (as the case may be) and existing either (i) on or by virtue of the execution or delivery of the Applicable Non-U.S. Obligor Documents or (ii) on any payment to be made by such Non-U.S. Obligor pursuant to the Applicable Non-U.S. Obligor Documents, except as has been disclosed to the Administrative Agent and except for the registration of the Applicable Non-U.S. Obligor Documents with the Administration de l'Enregistrement, des Domaines et de la TVA in Luxembourg that may be required if such Applicable Non-U.S. Obligor Documents are either (i) attached as an annex to an act (annexés à un acte) that itself is subject to mandatory registration or (ii) deposited in the minutes of a notary (déposés au rang des minutes d'un notaire). In such cases, as well as in case of a voluntary registration, the Applicable Non-U.S. Obligor Documents will be subject to registration duties payable by the party registering, or being ordered to register, the Applicable Non-U.S. Obligor Documents which may be, depending on the nature of the Applicable Non-U.S. Obligor Documents, at a fixed rate of €12 or an ad valorem rate.

(d) The execution, delivery and performance of the Applicable Non-U.S. Obligor Documents executed by such Non-U.S. Obligor are, under applicable foreign exchange control regulations of the jurisdiction in which such Non-U.S. Obligor is organized or incorporated (as the case may be) and existing, not subject to any notification or authorization except (i) such as have been made or obtained or (ii) such as cannot be made or obtained until a later date (provided that any notification or authorization described in clause (ii) shall be made or obtained as soon as is reasonably practicable).

5.26 Affected Financial Institutions; Covered Entities. No Loan Party is an Affected Financial Institution. No Loan Party is a Covered Entity.

5.27 Luxembourg Specific Representations.

(a) The centre of main interests (as that term is used in Article 3(1) of the European Insolvency Regulation) of each Luxembourg Obligor is situated in Luxembourg and such Luxembourg Obligor has no "establishment" (as that term is used in Article 2(10) of the European Insolvency Regulation) in any other jurisdiction and each Luxembourg Obligor keeps its shareholder register (*registre des associés*) at its registered office in Luxembourg.

(b) Each Luxembourg Obligor is in full compliance with the Luxembourg Act dated 31 May 1999 on the domiciliation of companies, as amended (and the relevant regulations).

5.28 DAC6. No transaction contemplated by the Loan Documents nor any transaction to be carried out in connection with any transaction contemplated by the Loan Documents meets any hallmark set out in Annex IV of the Council Directive of 25 May 2018 (2018/822/EU) amending Directive 2011/16/EU ("DAC6").

5.29 Centre of Main Interest and Establishment. For the purpose of the European Insolvency Regulation the centre of main interest (as that term is used in Article 3(1) of the European Insolvency Regulation) for each Dutch Loan Party is in the Netherlands and it has no establishment (as that term is used in Article 2 (10) of the European Insolvency Regulation) in any other jurisdiction.

ARTICLE VI.

AFFIRMATIVE COVENANTS

Each Loan Party hereby covenants and agrees that such Loan Party shall, and shall cause each of its Subsidiaries to:

6.01 Financial Statements. Deliver to the Administrative Agent (who will promptly make such documents available to each Lender), in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) as soon as available, but in any event within ninety (90) days after the end of each fiscal year of the Company (commencing with the fiscal year ending December 31, 2021) a consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of operations, comprehensive income, changes in shareholders' equity, and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of an independent certified public accountant of nationally recognized standing reasonably acceptable to the Required Lenders, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception (other than any qualification or exception due solely to the impending maturity of the Loans and Commitments hereunder or any potential inability to satisfy a financial covenant on a future date or in a future period) or any qualification or exception as to the scope of such audit;

(b) as soon as available, but in any event within forty-five (45) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Company (or within forty-five (45) days following the effective date of the Form 10 for the fiscal quarter ended September 30, 2021, unless such financial statements are otherwise included in the Form 10), a consolidated balance sheet of the Company and its Subsidiaries as at the end of such fiscal quarter, the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for such fiscal quarter and for the portion of the Company's fiscal year then ended, in each case setting forth in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail, certified by a Responsible Officer of the Company as fairly presenting the financial condition, results of operations, shareholders' equity and cash flows of the Company and its Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes; and

(c) as soon as available, but in any event not more than forty-five (45) days after the end of each fiscal year of the Company (or sixty (60) days for the fiscal year ending December 31, 2021), an annual business plan and budget of the Company and its Subsidiaries on a consolidated basis, including forecasts prepared by management of the Company, in form satisfactory to the Administrative Agent and the Required Lenders, of consolidated balance sheets and statements of income or operations and cash flows of the Company and its Subsidiaries on a monthly basis for the then-current fiscal year (including the fiscal year in which the Maturity Date for the Term B Loan occurs).

As to any information contained in materials furnished pursuant to Section 6.02(b), the Company shall not be separately required to furnish such information under subsection (a) or (b) above, but the foregoing shall not be in derogation of the obligation of the Company to

furnish the information and materials described in subsections (a) and (b) above at the times specified therein.

6.02 Certificates; Other Information. Deliver to the Administrative Agent (who will promptly make such documents available to each Lender), in form and detail reasonably satisfactory to the Administrative Agent and the Required Lenders:

(a) concurrently with the delivery of the financial statements referred to in Sections 6.01(a) and (b), (i) a duly completed Compliance Certificate signed by the chief executive officer, chief financial officer, treasurer or controller of the Company (which delivery may, unless the Administrative Agent or a Lender requests executed originals, be by electronic communication including fax or email and shall be deemed to be an original authentic counterpart thereof for all purposes), which Compliance Certificate shall set forth (A) all Subsidiaries that are (or are required to be, in accordance with the definition) Material Subsidiaries as of the last day of the period covered by such Compliance Certificate (or indicating that there has been no change to such report since the prior Compliance Certificate that provided such information) and (B) with respect to any Compliance Certificate delivered in connection with the financial statements referred to in Section 6.01(a), a schedule of any IP Rights of a Loan Party having an individual value of $250,000 or greater for which a perfected Lien thereon is effected either by filing of a UCC or a PPSA financing statement, an RPMRR (Quebec) registration or by appropriate evidence of such Lien being filed in the United States Copyright Office, the United States Patent and Trademark Office, the Canadian Intellectual Property Office or a comparable filing office in the Netherlands or Luxembourg (which, with respect to the Netherlands and Luxembourg, may include relevant supra-national intellectual property registers such as the European Union Intellectual Property Office, the European Patent Office and the World Intellectual Property Organization) that have not been previously disclosed to the Administrative Agent or with respect to which the Lien has not yet been effected by filing with the appropriate register, and (ii) a report signed by a Responsible Officer of the Company that supplements Schedule 5.13 such that, as supplemented, such Schedule would be accurate and complete in all material respects as of the last day of the period covered by the Compliance Certificate described in the foregoing clause (i) (provided that if no supplement is required to cause such Schedule to be accurate and complete in all material respects as of such date, then the Company shall not be required to deliver such a report);

(b) promptly after the same are available, copies of each annual report, proxy or financial statement or other report sent to the stockholders of the Company generally, and copies of all annual, regular, periodic and special reports and registration statements which the Company may file or be required to file with the SEC under Section 13 or 15(d) of the Securities Exchange Act of 1934, or under any other applicable securities Laws, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) promptly after any request by the Administrative Agent, copies of any detailed audit reports, management letters submitted to the board of directors (or the audit committee of the board of directors) of the Company by independent accountants in connection with the accounts or books of the Company or any Subsidiary, or any audit of any of them;

(d) promptly following any request therefor, provide information and documentation reasonably requested by the Administrative Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the PATRIOT Act, the Beneficial Ownership Regulation and the Canadian AML Acts; and

(e) promptly, such additional information regarding the business, financial or corporate affairs of the Company or any Subsidiary, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a) or (b) or Section 6.02(b) (to the extent any such documents are included in materials otherwise filed with the SEC or otherwise available pursuant to the succeeding subclauses (i) and (ii)) shall be deemed to have been delivered, and the requirements of Section 6.01(a) or (b) or Section 6.02(b), as applicable, shall be satisfied, on the date (i) on which the Company posts such documents, or provides a link thereto on the Company's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents (A) are available on the website of the SEC at http://www.sec.gov or (B) are posted on the Company's behalf on another Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that (x) in the case of documents that are not available on http://www.sec.gov, the Company shall deliver paper copies (which may include .pdf files) of such documents to the Administrative Agent or any Lender upon its request to the Company to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent or such Lender and (y) the Company shall notify (which may be by facsimile or electronic mail) the Administrative Agent (by facsimile or electronic mail) of the posting of any such documents. The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Company with any such request by a Lender for delivery, and each Lender shall be solely responsible for requesting delivery to it or maintaining its copies of such documents.

Each Loan Party hereby acknowledges that (a) the Administrative Agent and/or each Arranger may, but shall not be obligated to, make available to the Lenders and any L/C Issuer materials and/or information provided by or on behalf of any Loan Party hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks, Syndtrak, ClearPar, or a substantially similar electronic transmission system (the "Platform") and (b) certain of the Lenders (each, a "Public Lender") may have personnel who do not wish to receive material non-public information with respect to the Company or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities. Each Loan Party hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," the Company and each Loan Party shall be deemed to have authorized the Administrative Agent, the Arranger, the L/C Issuers and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to the Company or its securities for purposes of United States federal and state securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 10.07); (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and the Arrangers shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." Notwithstanding the foregoing, no Loan Party shall be under any obligation to mark any Borrower Materials "PUBLIC."

6.03 **Notices**. Promptly notify the Administrative Agent (who will promptly make such notice available to each Lender):

(a) of the occurrence of any Default;

(b) of any matter that has resulted or would reasonably be expected to result in a Material Adverse Effect;

(c) of the occurrence of any ERISA Event or any material failure by any Loan Party or any Subsidiary to perform its obligations under a Canadian Pension Plan or Dutch pension plan;

(d) of the acquisition, as a result of the consummation of a Permitted Acquisition, of any Canadian Defined Benefit Pension Plan and copies of all documentation relating thereto and, thereafter, promptly after any request by the Administrative Agent or any Lender, copies of all actuarial valuation reports in respect thereof;

(e) of any material change in accounting policies or financial reporting practices by the Company or any Subsidiary; and

(f) of any amendments, additions or modifications to the Form 10 effectuated on or after the Closing Date, or of any material notices from the SEC with respect thereto, including, without limitation, notice of the effectiveness of the Spinoff.

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Company setting forth details of the occurrence referred to therein and stating what action the Company has taken and proposes to take with respect thereto. Each notice pursuant to Section 6.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

6.04 Payment of Obligations. Pay and discharge as the same shall become due and payable, all its material obligations and liabilities, including (a) all Tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Company or such Subsidiary or in respect of which such failure to pay would not reasonably be likely to have a Material Adverse Effect; and (b) all lawful claims which, if unpaid, would by law become a Lien upon its property (other than Permitted Liens).

6.05 Preservation of Existence, Etc.

(a) Preserve, renew and maintain in full force and effect its legal existence and good standing (to the extent applicable) under the Laws of the jurisdiction of its organization except in a transaction permitted by Sections 7.04 or 7.05;

(b) take all reasonable action to maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect; and

(c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which would reasonably be expected to have a Material Adverse Effect.

6.06 Maintenance of Properties.

(a) Maintain, preserve and protect all of its material properties and equipment necessary in the normal operation of its business in good working order and condition, ordinary wear and tear and damage by casualty or condemnation excepted; and

(b) make all necessary repairs thereto and renewals and replacements thereof, except to the extent that (i) any of such properties or equipment are obsolete or are being replaced in the ordinary course of business, (ii) the Company or any of its Subsidiaries reasonably determine that the continued maintenance, repaid, renewal or replacement of any of its properties or equipment is no longer commercially practicable and is not in the best interests of the Company or any of its Subsidiaries, or (iii) where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

6.07 Maintenance and Evidence of Insurance.

(a) Maintenance of Insurance. Maintain with financially sound and reputable insurance companies not Affiliates of the Company or any Subsidiary, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons, including, without limitation, liability, casualty and property insurance.

(b) Evidence of Insurance. Cause the Administrative Agent to be named as lenders' loss payable or loss payee (other than with respect to business interruption insurance), as its interest may appear, and/or additional insured with respect of any such insurance providing liability coverage or coverage in respect of any Collateral, and cause, unless otherwise agreed to by the Administrative Agent and, to the extent available and customarily agreed to by the relevant insurance provider, each provider of any such insurance to agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to the Administrative Agent that it will give the Administrative Agent thirty (30) days' prior written notice before any such policy or policies shall be altered or cancelled (or ten (10) days' prior notice in the case of cancellation due to the nonpayment of premiums or, with respect to insurance premiums issued by non-U.S. insurance companies, to the extent available, as substantially similar notice as is practicable). Annually, upon expiration of current insurance coverage, the Loan Parties shall provide, or cause to be provided, to the Administrative Agent, such evidence of insurance as required by the Administrative Agent, including, but not limited to: (i) evidence of such insurance policies, (ii) declaration pages for each insurance policy and (iii) to the extent available from the relevant insurance provider, lender's loss payable endorsement (or other evidence that the Administrative Agent has substantially the same or similar standing under any insurance policies issued by non-U.S. insurance companies). As requested by the Administrative Agent, the Loan Parties agree to deliver to the Administrative Agent an Authorization to Share Insurance Information.

6.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect.

6.09 Books and Records. (a) Maintain proper books of record and account, in which full, materially true and correct entries in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of the Company or such Subsidiary, as the case may be, and (b) maintain such books of record and account in material conformity

with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Company or such Subsidiary, as the case may be.

6.10 Inspection Rights. Upon the request of the Administrative Agent on behalf of any Lender, permit representatives and independent contractors of the Administrative Agent (which may include representatives of Lenders) to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (provided, that one or more representatives of the Company shall be invited (with reasonable advance notice) to attend any such meetings with such independent public accountants (provided that the failure of any such representatives of the Company to attend any such meeting shall not preclude such meeting from occurring), all at the expense of the Lenders when no Event of Default exists, and at such reasonable times during normal business hours, upon reasonable advance notice to the Company and no more than once per year; provided, however, that when an Event of Default exists, the Administrative Agent or any Lender (or any of their respective representatives or independent contractors) may do any of the foregoing at the expense of the Company at any time during normal business hours and without advance notice; provided, further that notwithstanding anything to the contrary herein, neither the Company nor any of its Subsidiaries shall be required to disclose, permit the inspection, examination or making of copies of or taking abstracts from, or discuss any document, information, or other matter (a) that constitutes non-financial trade secrets or non-financial proprietary information of the Company and its Subsidiaries and/or any of its customers and/or suppliers, (b) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives or agents) is prohibited by applicable Law, (c) that is subject to attorney-client or similar privilege or constitutes attorney work product or (d) in respect of which the Company or any Subsidiary owes confidentiality obligations to any third party (it being understood that the Company or any of its Subsidiaries shall inform the Administrative Agent of the existence and nature of the confidential records, documents or other information not being provided and, following a reasonable request from the Administrative Agent, use commercially reasonable efforts to request consent from an applicable contractual counterparty to disclose such information (but shall not be required to incur any cost or expense or pay any consideration of any type to such party in order to obtain such consent)).

6.11 Use of Proceeds. Use the proceeds of the Credit Extensions (a) consisting of the Term A Loan and the Term B Loan to refinance Indebtedness outstanding under the Existing Credit Agreement, to pay professional fees and other expenses associated therewith and to finance a portion of the Spin Payment and the other Form 10 Transactions and (b) under the Revolving Facility and any Incremental Facility for general corporate purposes of the Company and its Subsidiaries (including for capital expenditures, Permitted Acquisitions, working capital needs, the payment of transaction fees and expenses, Investments, Restricted Payments and any other purpose not prohibited by the terms of the Loan Documents) not in contravention of any Law or of any Loan Document.

6.12 Compliance with Environmental Laws. Comply, except in any case, where the failure to do so, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, with all applicable Environmental Laws and Environmental Permits and obtain and renew all Environmental Permits necessary for its operations and properties; provided, however, that neither the Company nor any of its Subsidiaries shall be required to undertake any action under any Environmental Laws and Environmental Permits to the extent that its obligation to do so is being contested in good faith and by proper proceedings and appropriate reserves are being maintained with respect to such circumstances in accordance with GAAP.

6.13 Maintenance of Ratings. Use commercially reasonable efforts (it being understood and agreed that "commercially reasonable efforts" shall in any event include the payment by the Company of customary rating agency fees and cooperation with information and data requests by Moody's and S&P in

connection with their ratings process) to obtain and maintain (a) a public corporate family rating of the Company and a rating of the credit facilities provided under this Agreement, in each case from Moody's, (b) a public corporate credit rating of the Company and a rating of the credit facilities provided under this Agreement, in each case from S&P and (c) a current, non-credit-enhanced, senior secured long-term debt rating with respect to the Term B Loan from each of S&P and Moody's; provided, that in no event shall the Company be required to maintain a specific rating with any such agency.

6.14 Covenant to Guarantee Obligations.

(a) Within forty-five (45) days (or such later date as the Administrative Agent may agree in its sole discretion) after (x) the acquisition or formation of any Material Subsidiary, (y) the date on which any Excluded Subsidiary ceases to be an Excluded Subsidiary and is or becomes a Material Subsidiary or (z) the date of delivery of a Compliance Certificate that demonstrates Material Subsidiaries that are not at such time Loan Parties, cause each such Material Subsidiary to (i) become a Guarantor, as applicable, by executing and delivering to the Administrative Agent a Joinder Agreement or such other documents as the Administrative Agent shall deem appropriate for such purpose and (ii) upon the request of the Administrative Agent in its reasonable discretion, deliver to the Administrative Agent such Organization Documents, resolutions and favorable opinions of counsel, all in form, content and scope reasonably satisfactory to the Administrative Agent.

(b) If any Subsidiary (including, to the extent permitted by applicable Law, any Excluded Subsidiary other than any Special Purpose Subsidiary or any other Subsidiary with respect to which the Administrative Agent and the Company reasonably agree that the burden or cost of such Person providing the Guaranty shall outweigh the benefits to be obtained by the Lenders therefrom) that is not a Guarantor provides a Guarantee in respect of any Additional Indebtedness issued by a Loan Party, cause such Subsidiary to, concurrently with providing such Guarantee in respect of such Additional Indebtedness (or at such later date that the Administrative Agent may agree in its sole discretion), (i) become a Guarantor, by executing and delivering to the Administrative Agent a Joinder Agreement or such other documents as the Administrative Agent shall deem reasonably appropriate for such purpose, (ii) upon the request of the Administrative Agent in its reasonable discretion, deliver to the Administrative Agent such Organization Documents, resolutions and favorable opinions of counsel, all in form, content and scope reasonably satisfactory to the Administrative Agent and (iii) upon the written request of any Lender or the Administrative Agent provide all documentation and other information with respect to such Subsidiary that the Administrative Agent or such Lender determines is required by regulatory authorities under applicable Law, including without limitation the PATRIOT Act, the Canadian AML Acts and applicable U.S. and Canadian law regarding anti-money laundering, anti-terrorist financing and "know your customer" matters.

Notwithstanding anything to the contrary contained herein, the Company may from time to time, upon notice to the Administrative Agent, elect to cause any Subsidiary that would otherwise be an Excluded Subsidiary to become a Guarantor.

6.15 Covenant to Give Security. Except with respect to Excluded Property:

(a) Cause each Loan Party (in each case, whether now or hereafter existing) to grant or cause to be granted a first priority perfected (or similar concept under any applicable non-U.S. Laws) security interest (subject to Permitted Liens) in the following (to the extent not constituting Excluded Property), in each case to secure the Obligations pursuant to the Security Agreements, in

each case on the Closing Date or, if acquired thereafter, within forty-five (45) days (or such later date as the Administrative Agent may agree in its sole discretion) of the acquisition thereof:

(i) one hundred percent (100%) of the issued and outstanding Equity Interests of any Subsidiary of such Loan Party;

(ii) all personal property of such Loan Party; and

(iii) all other property of such Loan Party that is included in the applicable Security Agreements provided by Loan Parties formed or incorporated (as the case may be) in the jurisdiction of such Security Agreement.

(b) At any time upon reasonable request of the Administrative Agent (but, for the avoidance of doubt, subject to any applicable time periods set forth in this Section 6.15), promptly execute and deliver any and all further instruments and documents and take all such other action (including promptly completing any registration or stamping of documents as may be applicable) as the Administrative Agent reasonably may deem necessary or desirable to maintain in favor of the Administrative Agent, for the benefit of the Secured Parties (or in its own name as creditor of Parallel Debt, as applicable), Liens and insurance rights on the Collateral that are duly perfected in accordance with the requirements of, or the obligations of the Loan Parties under, the Loan Documents and all applicable Laws.

6.16 Anti-Corruption Laws. Conduct its business in material compliance with the United States Foreign Corrupt Practices Act of 1977, the Corruption of Foreign Public Officials Act (Canada), the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions applicable to the Company and its Subsidiaries and maintain procedures designed to promote and achieve compliance with such laws and Sanctions; provided that no Non-U.S. Subsidiary shall be required to comply with anti-corruption legislation of any jurisdiction other than the Laws applicable in its jurisdiction of organization if such compliance would cause such Person to violate the laws of its jurisdiction of organization.

6.17 Further Assurances. Promptly upon request by the Administrative Agent, or any Lender through the Administrative Agent, (a) correct any material defect or error that may be discovered in any Loan Document or in the execution, acknowledgment, filing or recordation thereof, and (b) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments (including promptly completing any registration or stamping of documents as may be applicable) as the Administrative Agent, or any Lender through the Administrative Agent, may reasonably require from time to time in order to (i) carry out more effectively the purposes of the Loan Documents, (ii) to the fullest extent permitted by applicable Law, subject any Loan Party's or any of its Subsidiaries' properties, assets, rights or interests (other than, in each case, Excluded Property) to the Liens now or hereafter intended to be covered by any of the Collateral Documents, (iii) perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and any of the Liens intended to be created thereunder and (iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Loan Document or under any other instrument executed in connection with any Loan Document to which any Loan Party or any of its Subsidiaries is or is to be a party, and cause each of its Subsidiaries to do so. Notwithstanding anything to the contrary herein, a deed of hypothec between any Loan Party and the Administrative Agent, for the benefit of the Secured Parties, shall not be required until such time as such Loan Party owns tangible personal property located in Quebec with an aggregate fair market value of $750,000 or greater. In the event that a Loan Party determines (acting reasonably) that the fair market value of tangible personal property that it owns located in Quebec has an aggregate fair market value of $750,000 or greater, then,

within thirty (30) Business Days after such determination, such Loan Party shall (i) execute a deed of hypothec as required by the Administrative Agent, on the same terms as the then existing Canadian Security Agreements, (ii) cause all necessary registrations, recordings and filings of or with respect to such deed of hypothec, which in the opinion of counsel to the Administrative Agent are necessary to render effective and perfected, or to give notice of, the security intended to be created thereby, to be made, (iii) deliver documentation substantially similar to that contemplated by Section 4.01(a)(viii) in respect of such deed of hypothec, and (iv) cause the issuance of customary legal opinions reasonably acceptable to the Administrative Agent in respect of such deed of hypothec.

6.18 Pari Passu Ranking. Ensure that the payment obligations of the Loan Parties under the Loan Documents rank and continue to rank at least *pari passu* with the claims of all of the Loan Parties' other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by Law.

6.19 Post-Closing Obligations. Undertake all actions listed on Schedule 6.19, in each case as promptly as practicable and in any event within the time periods set forth on such Schedule (or such longer periods of time as may be agreed to by the Administrative Agent in its sole discretion).

6.20 Release of Guarantors. If as of the last day of any fiscal quarter, as demonstrated in the relevant Compliance Certificate, the amount of the aggregate Gross Assets, net of intercompany amounts, of the Loan Parties is greater than 80% of the amount of the consolidated Gross Assets of the Company and its Subsidiaries, at the request of the Company the Administrative Agent shall (and each of the Lenders agrees thereto) release such Subsidiaries (other than any Guarantor that is a Borrower, that is individually a Material Subsidiary without giving effect to the 80% aggregation test in the definition thereof or is a part of a "Dutch Fiscal Unity" with any Borrower or non-released Guarantor) from the Guaranty if, after giving effect to such release, the amount of the aggregate Gross Assets, net of intercompany amounts, of the Loan Parties is equal to or greater than 80% of the amount of the consolidated Gross Assets of the Company and its Subsidiaries; provided that the Company shall have delivered to the Administrative Agent a certificate of a Responsible Officer of the Company containing reasonably detailed calculations of the foregoing determination. Notwithstanding anything to the contrary in this Agreement or in any other Loan Document, if any Loan Party ceases to be wholly-owned, directly or indirectly, by the Company, such Subsidiary shall not be released from its Guarantee and no Liens created by the Loan Documents in the Collateral owned by such Loan Party shall be released unless either (x) such Loan Party is no longer a direct or indirect Subsidiary of the Company or (y) more than a *de minimis* portion of the Equity Interests of such Loan Party is disposed in a transaction not prohibited under this Agreement and the other Loan Documents to a Person that is not an Affiliate of a Loan Party for a bona fide business purpose (and not to evade the collateral and guarantee requirements under this Agreement or the other Loan Documents).

6.21 Material Contracts. Perform and observe all the terms and provisions of each Material Contract to be performed or observed by it, maintain each such Material Contract in full force and effect, enforce each such Material Contract in accordance with its terms, take all such action to such end as may be from time to time requested by the Administrative Agent and, upon request of the Administrative Agent, make to each other party to each such Material Contract such demands and requests for information and reports or for action as any Loan Party or any of its Subsidiaries is entitled to make under such Material Contract, and cause each of its Subsidiaries to do so, except, in any case, where the failure to do so, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

6.22 Approvals and Authorizations. Maintain all authorizations, consents, approvals and licenses from, exemptions of, and filings and registrations with, each Governmental Authority of the jurisdiction in which each Non-U.S. Obligor is organized and existing, and all approvals and consents of each other Person in such jurisdiction, in each case that are required in connection with the Loan Documents

except, in any case, where the failure to do so, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

6.23 Dutch Fiscal Unity. If, at any time, a Dutch Loan Party is part of a Dutch Fiscal Unity and such Dutch Fiscal Unity is, in respect of such Dutch Loan Party, terminated (*verbroken*) or disrupted (*beëindigd*) as a result of or in connection with the Administrative Agent or the collateral agent enforcing its rights under any Collateral Document, such Dutch Loan Party shall, at the request of the Administrative Agent or the collateral agent, together with the parent (*moedermaatschappij*) or deemed parent (*aangewezen moeder-maatschappij*) of the Dutch Fiscal Unity, for no consideration and as soon as reasonably practicable, lodge a request with the relevant Governmental Authority to allocate and surrender any tax losses as referred to in Article 20 of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*) and any interest expenses available for carry forward as referred to in Article 15b(5) to the Dutch Loan Party leaving the Dutch Fiscal Unity, in each case to the extent such tax losses or interests are attributable (*toerekenbaar*) to the Dutch Loan Party leaving the Dutch Fiscal Unity.

6.24 Centre of Main Interest, Establishment. Each Dutch Loan Party shall maintain its centre of main interests in the Netherlands for the purposes of the European Insolvency Regulation.

ARTICLE VII.

NEGATIVE COVENANTS

Each Loan Party hereby covenants that no Loan Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly:

7.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its property or assets, whether now owned or hereafter acquired, other than the following:

(a) Liens pursuant to any Loan Document;

(b) Liens existing on the Closing Date and listed on Schedule 7.01 and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed, (ii) the amount secured or benefited thereby is not increased except as contemplated by Section 7.03(b), (iii) the direct or any contingent obligor with respect thereto is not changed, and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 7.03(b);

(c) Liens for Taxes that are (i) not yet delinquent for more than thirty (30) days or (ii) being contested in good faith and by appropriate proceedings diligently conducted and for which adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(d) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business (i) which are not overdue for a period of more than thirty (30) days or (ii) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;

(e) Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA or in respect of a Canadian Pension Plan;

(f) deposits, pledges and other Liens (i) to secure the performance of bids, trade contracts and leases (other than Indebtedness), tenders, statutory obligations, surety bonds (other than bonds related to judgments or litigation), leases, performance bonds, government contracts and other obligations of a like nature incurred in the ordinary course of business, (ii) to cover anticipated costs of future redemptions of awards under loyalty marketing programs but solely to the extent of deposits, pledges and other Liens made for the benefit of collectors in such loyalty marketing programs (it being understood that no assets shall be subject to a deposit, pledge or other Lien to cover such anticipated costs except (A) to the extent so required under such loyalty marketing programs (together with all investments thereof and all interest, dividends and other amounts earned or derived therefrom) and (B) deposits, pledges and other Liens not permitted under subclause (f)(ii)(A) on assets having a fair market value not to exceed $5,000,000 (which amount under this subclause (f)(ii)(B) shall count against the amount permitted under clause (gg) below), and (iii) required or requested by a Governmental Authority;

(g) easements, rights-of-way, restrictions and other similar encumbrances affecting real property which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Person;

(h) Liens securing judgments for the payment of money (or appeal or other surety bonds relating to such judgments) not constituting an Event of Default under Section 8.01(h);

(i) Liens securing Indebtedness permitted under Section 7.03(e); provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (ii) the Indebtedness secured thereby does not exceed the cost or fair market value, whichever is lower, of the property being acquired on the date of acquisition; and

(j) licenses (including licenses of intellectual property), sublicenses, leases or subleases granted to third parties in the ordinary course of business not interfering with the business of the Company or any Subsidiary in any material respect;

(k) Liens in favor of customs and revenue authorities arising as a matter of law which secure payment of customs duties in connection with the importation of goods;

(l) any interest of title of a lessor under, and Liens arising from UCC financing statements (or equivalent filings, registrations or agreements in foreign jurisdictions) relating to, leases permitted by this Agreement;

(m) normal and customary rights of setoff or bankers' liens upon deposits of cash in favor of banks or other depository institutions (unless waived under the terms of the relevant Security Agreements);

(n) Liens securing Acquired Indebtedness, provided that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and (ii) such Liens existed prior to the applicable Permitted Acquisition and were not incurred in connection with, or in anticipation or contemplation of, the applicable Permitted Acquisition;

(o) Liens securing Subordinated Indebtedness and Pari Passu Indebtedness, in each case, to the extent permitted under Section 7.03(h);

(p) Liens on Securitized Assets and Equity Interests in Special Purpose Subsidiaries created or deemed to exist in connection with any Permitted Securitization Transaction;

(q) Liens pursuant to any Loan Document securing (x) Secured Cash Management Agreements and (y) Secured Swap Contracts;

(r) purported Liens evidenced by the filing of UCC financing statements or similar notifications in respect of consignment of goods;

(s) with respect to any real property occupied, owned or leased by any Borrower or any of their Subsidiaries, leases, subleases, tenancies, options, concession agreements, rental agreements occupancy agreements, franchise agreements, access agreements and any other agreements, whether or not of record and whether now in existence or hereafter entered into, of the real properties of any Loan Party or any Subsidiary granted by such Person to third parties, in each case entered into in the ordinary course of such Person's business and so long as, to the extent such real properties are subject to Liens, such Liens do not materially interfere with the ordinary conduct of business of the Loan Parties or their Subsidiaries, taken as a whole, and do not materially impair the use of such property for its intended purposes;

(t) Liens arising by operation of law under Article 4 of the Uniform Commercial Code in connection with collection of items provided for therein or under Article 2 of the Uniform Commercial Code in favor of a reclaiming seller of goods or buyer of goods, and, in each case, under corresponding laws in other jurisdictions;

(u) Liens attaching solely to (i) cash earnest money deposits in connection with any letter of intent or purchase agreement and (ii) proceeds of an asset disposition permitted hereunder that are held in escrow to secure obligations under the sale documentation relating to such disposition;

(v) any laws, regulations or ordinances now or hereafter in effect (including, but not limited to, zoning, building and environmental protection) as to the use, occupancy, subdivision or improvement of real property occupied, owned or leased by the Company or any of its Subsidiaries adopted or imposed by any Governmental Authority;

(w) Liens of landlords under leases where the Company or any of its Subsidiaries is the tenant, securing performance by the tenant under the lease arising by statute or under any lease or related contractual obligation entered into in the ordinary course of business;

(x) (i) Liens that are customary contractual rights of setoff or netting relating to (A) the establishment of depositary relations with banks not granted in connection with the issuance of Indebtedness, (B) pooled deposit or sweep accounts of the Company or any Subsidiary to permit satisfaction of overdraft or similar obligations or to secure negative cash balances in local accounts of Non-U.S. Subsidiaries incurred in the ordinary course of business of the Company or any Subsidiary, (C) purchase orders and other agreements entered into with customers and suppliers of the Company or any Subsidiary in the ordinary course of business and (D) commodity trading or other brokerage accounts incurred in the ordinary course of business, (ii) Liens encumbering reasonable customary initial deposits and margin deposits, (iii) Liens on the proceeds of any Indebtedness incurred in connection with any transaction permitted hereunder, which proceeds have been deposited into an escrow account on customary terms to secure such Indebtedness pending the application of proceeds to finance such transaction, (iv) Liens securing Indebtedness permitted under Section 7.03(l); provided, in the case of this clause (iv), that such Liens do not at

any time encumber any property other than the property described in such agreement and (v) Liens securing Indebtedness permitted under Section 7.03(u)(iii); provided, in the case of this clause (v), that such Liens do not at any time encumber any property other than such customer advances and deposits;

(y) Liens securing insurance premium financing arrangements; provided, that such Liens only encumber the insurance premiums, policies or dividends with respect to the policies that were financed with the funds advanced under such arrangements;

(z) Liens on cash or cash equivalents arising in connection with the defeasance, discharge or redemption of Indebtedness;

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

(bb) Liens (i) on cash advances or escrow deposits in favor of the seller of any property to be acquired by the Company or any Subsidiary to be applied against the purchase price therefor or otherwise in connection with any escrow arrangements with respect thereto or any disposition permitted under Section 7.05 and (ii) consisting of an agreement to dispose of any property in a disposition permitted under Section 7.05 solely to the extent such disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(cc) Liens on securities which are the subject of repurchase agreements referred to in the definition of "Cash Equivalents" granted under such repurchase agreements in favor of the counterparties thereto;

(dd) undetermined or inchoate Liens and charges arising or potentially arising under statutory provisions incidental to current operations which have not at the time been filed or registered in accordance with applicable Law or of which written notice has not been duly given in accordance with applicable Law, or which although filed or registered, relate to obligations not delinquent;

(ee) Liens securing Indebtedness of non-Loan Party Subsidiaries permitted under Section 7.03(z), so long as no such Lien attaches to or otherwise covers any asset of any Loan Party;

(ff) Liens in favor of trustees, agents and representatives arising under instruments governing Indebtedness permitted under this Agreement, provided that (w) such Liens are customarily included in such instruments, (x) such Liens are solely for the benefit of the trustees, agents and representatives in their capacities as such and not for the benefit of the holders of such Indebtedness, (y) such Liens secure only indemnities, fees and other obligations customarily owing to trustees, agents and representatives under such instruments, and not the Indebtedness incurred thereunder and (z) such Liens extend only to cash held by such trustees, agents and representatives under such instruments; and

(gg) Liens not otherwise permitted by this Section 7.01 securing (i) obligations at any one time outstanding in an aggregate principal amount not to exceed the greater of (A) $60,000,000 and (B) 35% of Consolidated EBITDA of the Company and its Subsidiaries for the four (4) fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 6.01 as of the later of the date such Lien is granted and the date the last such obligation is incurred

and (ii) any refinancings, refundings, replacements, renewals or extensions of obligations under this subsection (gg); provided that, in the case of this clause (ii), the principal amount of such obligation is not increased at the time of such refinancing, refunding, replacements, renewal or extension except by an amount equal to accrued and unpaid interest owed in connection with such obligation, a reasonable premium or other reasonable amount paid and fees and expenses reasonably incurred, in connection with such event, and by an amount equal to any existing commitments unutilized thereunder, it being understood that any amount under this clause (ii) shall constitute utilization of the limits set forth in clause (i), but if at the time of such incurrence under clause (ii) the threshold in clause (i) shall be exceeded, such incurrence shall be permitted (and the threshold in clause (i) shall be fully utilized at such time).

In each case set forth above in this Section 7.01, notwithstanding any stated limitation on the assets or property that may be subject to such Lien, a Permitted Lien on a specified asset or property or group or type of assets or property may include Liens on all improvements, additions and accessions thereto, assets and property affixed or appurtenant thereto, and all products and proceeds thereof, including dividends, distributions, interest and increases in respect thereof.

7.02 Investments. Make any Investments, except:

(a) Investments held by the Company or such Subsidiary in the form of Cash Equivalents;

(b) advances to officers, directors and employees of the Company and Subsidiaries in an aggregate amount not to exceed $2,000,000 at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes;

(c) Investments in the Company or any Loan Party; provided that in the case of any such Investment by a Subsidiary that is not a Loan Party in a Loan Party, (i) if such Investment constitutes Indebtedness, such Investment shall be subordinated in right of payment to the Obligations in a manner and to an extent reasonably acceptable to the Administrative Agent and (ii) except in the case of ordinary course of business cash management obligations customarily settled not less than monthly, such Investment shall not be repaid unless no Event of Default exists;

(d) Investments of any Subsidiary that is not a Loan Party in any other Subsidiary that is not a Loan Party;

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

(f) (i) Guarantees permitted by Section 7.03 and (ii) to the extent constituting Investments, Guarantees in respect of underlying obligations not constituting Indebtedness if such Guarantees are made in the ordinary course of business and such underlying obligations constitute either (A) ordinary course of business obligations of the Company or any Subsidiary, including real property leases, or (B) obligations of suppliers, customers or licensees of the Company or any Subsidiary;

(g) Permitted Acquisitions, provided that the aggregate amount of consideration paid for all Permitted Acquisitions of (i) Persons that are (or will become) Excluded Subsidiaries and (ii) assets that are to be acquired by Excluded Subsidiaries shall not exceed $25,000,000;

(h) Investments of any Person in existence at the time such Person becomes a Subsidiary pursuant to a Permitted Acquisition; provided such Investment was not made in connection with or anticipation of such Person becoming a Subsidiary;

(i) to the extent constituting Investments, deposit accounts maintained in the ordinary course of business and cash pooling arrangements in the ordinary course of business;

(j) Investments of the Company or any Subsidiary in any Special Purpose Subsidiary in connection with any Permitted Securitization Transaction, provided that such Investments are customary in Securitization Transactions;

(k) to the extent constituting Investments, Restricted Payments permitted under Section 7.06;

(l) Investments existing on, or contractually committed to as of, the Closing Date and described in Schedule 7.02 or consisting of intercompany Investments between or among the Company and its Subsidiaries outstanding on the Closing Date and, in each case, any modification, replacement, renewal, refinancing, refunding or extension thereof so long as such modification, replacement, renewal, refinancing, refunding or extension thereof does not increase the amount of such Investment except, in each case, as otherwise permitted by another provision of this Section 7.02 or, in the case of any such Investment described on Schedule 7.02, by the terms thereof as in effect on the date hereof and described on Schedule 7.02;

(m) Swap Contracts permitted under Section 7.03(d);

(n) Investments (including debt obligations and Equity Interests) (i) received by the Company or any of its Subsidiaries as a creditor pursuant to a bankruptcy, insolvency, receivership or plan of reorganization under any Debtor Relief Law of any Person or a composition or readjustment of the debts of such Person, (ii) in settlement of a dispute or delinquent account, (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment or (iv) as a result of the settlement, compromise, resolution of litigation, arbitration or other disputes;

(o) Investments consisting of (i) deposits or prepaid expenses or (ii) endorsements for collection or deposit and customary trade arrangements, in each case made or incurred in the ordinary course of business;

(p) any Investment received as non-cash consideration from any Disposition permitted by Section 7.05;

(q) Investments comprised of notes payable, or Equity Interests issued by account debtors to the Company or any Subsidiary pursuant to negotiated agreements with respect to settlement of such account debtor's account in the ordinary course of business;

(r) Investments by a Loan Party or any Subsidiary that is not a Loan Party in any Subsidiary which is not a Loan Party consisting of the contribution or Disposition of the Equity Interests of any Subsidiary which is not a Loan Party;

(s) Investments consisting of Indebtedness to the extent permitted under Section 7.03, Permitted Liens, transactions to the extent permitted by Section 7.04, and Restricted Payments and Junior Payments to the extent permitted by Section 7.06;

(t) Investments in any Subsidiary in connection with reorganizations and activities related to tax planning; provided that after giving effect to any such reorganization and related activities, the security interest of the Administrative Agent in the Collateral, taken as a whole, is not materially impaired and after giving effect to such Investment, the Company and its Subsidiaries shall otherwise be in compliance with Section 7.02; and

(u) other Investments in an aggregate amount not to exceed at any time outstanding the sum of (i) the greater of (x) $40,000,000 and (y) 20% of Consolidated EBITDA of the Company and its Subsidiaries for the four (4) fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 6.01 immediately prior to the date such Investment is made or committed to be made plus (ii) an unlimited amount so long as after giving effect to such Investment on a Pro Forma Basis, the Consolidated Total Leverage Ratio shall be less than 3.50:1.00 (for purposes of clarity, the amount of any Investment made in reliance on the immediately preceding clause (ii) and permitted thereunder at such time shall not be included in any calculation of the amount available in the immediately preceding clause (i)).

For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment, but in each case, net of any return in respect thereof, including dividends, interest, distributions, returns of principal, profits on sale, repayments, income and similar amounts.

7.03 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under the Loan Documents;

(b) Indebtedness outstanding on the Closing Date and listed on Schedule 7.03 and any refinancings, refundings, replacements, renewals or extensions thereof; provided that the amount of such Indebtedness is not increased at the time of such refinancing, refunding, replacements, renewal or extension except by an amount equal to accrued and unpaid interest owed in connection with such Indebtedness, a reasonable premium or other reasonable amount paid and fees and expenses reasonably incurred, in connection with such event, and by an amount equal to any existing commitments unutilized thereunder;

(c) Guarantees of the Company or any Loan Party in respect of Indebtedness otherwise permitted hereunder of the Company or any Loan Party; provided that if such Indebtedness is subordinated to the Obligations, such Guarantee shall be subordinated to the Obligations on terms at least as favorable to the Lenders as those contained in the subordination of such Indebtedness;

(d) obligations (contingent or otherwise) of the Company or any Loan Party existing or arising under any Swap Contract (including any Secured Swap Contract), provided that such obligations are (or were) entered into by such Person in the ordinary course of business for the purpose of directly mitigating risks associated with revenues, expenses, liabilities, commitments, investments, assets, or property held or reasonably anticipated by such Person, or changes in the value of securities issued by such Person, and not for purposes of speculation or taking a “market view”;

(e) (1) Indebtedness in respect of finance leases, capital leases, Synthetic Lease Obligations and purchase money obligations for fixed or capital assets within the limitations set forth in Section 7.01(i) and any refinancings, refundings, replacements, renewals or extensions of Indebtedness incurred in compliance with this subsection (e); provided, however, that the aggregate amount of all such Indebtedness at any one time outstanding shall not exceed $50,000,000;

(f) Indebtedness in respect of workers' compensation claims, self-insurance obligations, performance bonds, surety, appeal, customs or similar bonds and completion guarantees provided by the Company and its Subsidiaries in the ordinary course of business;

(g) intercompany Indebtedness permitted under Section 7.02 (other than Section 7.02(s)); provided that in the case of Indebtedness owing by a Loan Party to any Subsidiary that is not a Loan Party, such Indebtedness shall be unsecured and subordinated in right of payment to the Obligations on a basis, and pursuant to an agreement, reasonably acceptable to the Administrative Agent;

(h) (1) Pari Passu Indebtedness, Subordinated Indebtedness and unsecured Indebtedness (any such Indebtedness, "Additional Indebtedness"); provided in each case of the incurrence of such Additional Indebtedness in reliance on this subsection (h), that (i) after giving effect to the incurrence of such Indebtedness and the application of the proceeds thereof on a Pro Forma Basis, (A) the Loan Parties would be in Pro Forma Compliance and (B) solely with respect to Pari Passu Indebtedness and secured Subordinated Indebtedness, the Consolidated Secured Leverage Ratio would be less than 4.00 to 1.00, (ii) with respect to the incurrence of (A) any such unsecured Subordinated Indebtedness or unsecured Indebtedness, in each case, in excess of $30,000,000 or (B) any such secured Subordinated Indebtedness or Pari Passu Indebtedness, the Company shall have delivered to the Administrative Agent a Pro Forma Compliance Certificate demonstrating compliance with the immediately preceding sub-clauses (A) and (B) of the immediately preceding clause (i), as applicable; (iii) no Default or Event of Default shall exist at the time of, or would result from, the incurrence of, such Indebtedness; (iv) the maturity date of such Indebtedness shall be at least ninety-one (91) days after the latest Maturity Date of the Loans then in effect; (v) the Weighted Average Life of any such Indebtedness shall not be shorter than the then remaining Weighted Average Life of any Term Loan; (vi) such Additional Indebtedness shall be subject to intercreditor or subordination agreements, as applicable, reasonably acceptable to the Administrative Agent; and (vii) the terms and conditions including such financial maintenance covenants (if any) applicable to such Additional Indebtedness shall either (A) not be, when taken as a whole, materially more restrictive (as determined by the Administrative Agent acting reasonably) than those contained in the Loan Documents or (B) be reasonably acceptable to the Administrative Agent, and (2) any refinancings, refundings, replacements, renewals or extensions of Indebtedness incurred in compliance with this subsection (h) if (A) such Indebtedness would comply with clauses (iii), (iv), (v), (vi) and (vii) of the immediately preceding clause (1) and (B) the amount of such Indebtedness is not increased at the time of such refinancing, refunding, replacements, renewal or extension except by an amount equal to accrued and unpaid interest owed in connection with such Indebtedness, a reasonable premium or other reasonable amount paid and fees and expenses reasonably incurred, in connection with such event, and by an amount equal to any existing commitments unutilized thereunder;

(i) (1) Indebtedness of any Borrower or any Subsidiary assumed or acquired in connection with any Permitted Acquisition (any such Indebtedness, "Acquired Indebtedness"), provided that (i) such Indebtedness shall exist prior to the applicable Permitted Acquisition and was not incurred in connection with, in anticipation or contemplation of, the applicable Permitted Acquisition and (ii) the aggregate principal amount of all such Indebtedness shall not exceed $25,000,000 at any one time outstanding and (2) any refinancings, refundings, replacements, renewals or extensions of Indebtedness incurred in compliance with this subsection (i) if the amount of such Indebtedness is not increased at the time of such refinancing, refunding, replacements, renewal or extension except by an amount equal to accrued and unpaid interest owed in connection with such Indebtedness, a reasonable premium or other reasonable amount paid and fees and expenses reasonably incurred, in connection with such event, and by an amount equal to any

existing commitments unutilized thereunder, it being understood that any amount under this clause (2) shall constitute utilization of the $25,000,000 limit set forth in clause (1), but if at the time of such incurrence under clause (2) the $25,000,000 limit in clause (1) shall be exceeded, such incurrence shall be permitted (and the $25,000,000 limit in clause (1) shall be fully utilized at such time);

(j) (i) Attributable Indebtedness under any Securitization Transaction and (ii) to the extent constituting Indebtedness, the obligations of the Company or any Subsidiary pursuant to any Permitted Receivables Transaction; provided that (A) the aggregate amount of all Indebtedness and all outstanding sales of receivables permitted pursuant to this clause (j) shall not exceed at any time outstanding $20,000,000, (B) no Default or Event of Default shall exist immediately prior to or immediately after giving effect to such Securitization Transaction or Permitted Receivables Transaction, and (C) such Securitization Transaction or Permitted Receivables Transaction shall be non-recourse to the Company and its Subsidiaries other than with respect to purchase or repurchase obligations for breaches of representations and warranties, performance guaranties, indemnity obligations, pledges of the Equity Interests of the applicable Special Purpose Subsidiary, and other similar undertakings in each case that are customary for similar standard market accounts receivable securitizations or receivables factoring arrangements;

(k) accrued expenses (including salaries, accrued vacation and other compensation), current trade or other accounts payable and other current liabilities arising in the ordinary course of business and not past due more than 90 days except to the extent being contested in good faith and by appropriate proceedings;

(l) Indebtedness arising from agreements providing for indemnification, adjustment of purchase price or similar obligations (including contingent earn-out obligations) incurred in connection with any disposition permitted hereunder, any acquisition or other purchase of assets or Equity Interests permitted hereunder, and Indebtedness arising from surety bonds, performance bonds or similar instruments securing the performance of the Company or any Subsidiary pursuant to such agreement;

(m) Indebtedness arising in connection with endorsement of instruments for deposit in the ordinary course of business;

(n) Indebtedness in respect of premium financing arrangements; provided that the aggregate principal amount of such Indebtedness shall not exceed the annual premium amount and shall be secured only by the Liens described in Section 7.01(y);

(o) Indebtedness consisting of unsecured guarantees by the Company or any of its Subsidiaries of operating leases of the Company or any Subsidiary;

(p) Indebtedness in respect of Cash Management Agreements to the extent incurred in the ordinary course of business;

(q) Indebtedness representing deferred compensation to employees of the Company and its Subsidiaries;

(r) (i) to the extent constituting Indebtedness, Indebtedness in respect of Guarantees of the obligations of suppliers, customers and licensees arising in the ordinary course of business and (ii) Indebtedness incurred in the ordinary course of business in respect of obligations of the

Company or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services;

(s) unfunded pension fund and other employee benefit plan obligations and liabilities incurred in the ordinary course of business to the extent that the unfunded amounts would not otherwise cause an Event of Default;

(t) Indebtedness consisting of obligations owing under any dealer, customer or supplier under incentive, supply, license or similar agreements entered into in the ordinary course of business;

(u) Indebtedness consisting of (i) take-or-pay obligations contained in supply arrangements, (ii) obligations to reacquire assets or inventory in connection with customer financing arrangements, and (iii) obligations to repay unearned customer advances or deposits, in each case, in the ordinary course of business;

(v) Indebtedness issued to former, current or future directors, officers, members of management, employees or consultants of the Company or any of its Subsidiaries or their respective estates, heirs, family members, spouses, former spouses or beneficiaries under their estates to finance the purchase or redemption of Equity Interests of the Company or any Subsidiary permitted by this Agreement, in an aggregate amount at any time outstanding not to exceed $5,000,000;

(w) to the extent constituting Indebtedness, customer deposits and advance payments received in the ordinary course of business from customers for goods and services purchased in the ordinary course of business;

(x) any Indebtedness (i) pursuant to a Dutch Fiscal Unity or (ii) pursuant to a declaration of joint and several liability as referred to in Section 2:403 of the Dutch Civil Code ((and any residual liability under such declaration, as referred to in Section 2:404 (2) of the Dutch Civil Code) in relation to one or more Loan Parties;

(y) Indebtedness ("Permitted Credit Agreement Refinancing Indebtedness") issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, replace, repurchase, retire or refinance, in whole or part, any class of existing Term Loans or any existing Revolving Loans (or unused Revolving Commitments), or any then-existing Permitted Credit Agreement Refinancing Indebtedness, and constituting any of the following: (A) secured Indebtedness ("Permitted First Priority Refinancing Indebtedness") in the form of one or more series of senior secured notes or secured loans that is secured by the Collateral on a *pari passu* basis to the Liens securing the Obligations, including any Registered Equivalent Notes issued in exchange for any such senior secured notes; (B) secured Indebtedness in the form of one or more series of secured notes or secured loans that is secured by the Collateral on a junior priority basis to the Liens securing the Obligations and the obligations in respect of any Permitted First Priority Refinancing Indebtedness, including any Registered Equivalent Notes issued in exchange therefor; (C) unsecured Indebtedness in the form of one or more series of senior unsecured notes or loans, including any Registered Equivalent Notes issued in exchange therefor; and (D) Permitted Refinancing Commitments and Permitted Refinancing Loans incurred pursuant to a Permitted Refinancing Amendment; provided:

(i) such Indebtedness shall not have a greater principal amount than the principal amount (or accreted value, if applicable) of the Indebtedness being refinanced thereby plus accrued interest, fees, premiums (if any) and penalties thereon and reasonable

fees and expenses and original issue discount associated with the refinancing, plus an amount equal to any existing commitments unutilized thereunder;

(ii) the Indebtedness being refinanced thereby (other than contingent indemnification obligations for which no claim or demand has been made) shall be repaid, repurchased, redeemed, retired, defeased or satisfied and discharged, and all accrued interest, fees, premiums (if any) and penalties in connection therewith shall be paid, defeased or satisfied or discharged substantially concurrently with the date such Indebtedness is issued, incurred or obtained;

(iii) such Indebtedness shall not at any time be incurred or guaranteed by any Person other than a Loan Party;

(iv) if secured, such Indebtedness shall not be secured by property other than the Collateral, and, if applicable, any after-acquired property that is affixed or incorporated into such assets and the proceeds and products thereof (provided, that in the case of such Indebtedness that is funded into escrow, such debt may be secured by the applicable funds and related assets held in escrow (and the proceeds thereof) until such funds are released from escrow), and a representative acting on behalf of the lenders or holders of such Indebtedness shall have entered into a customary intercreditor agreement reasonably satisfactory to the Administrative Agent, and any security documentation related to such Indebtedness shall not be, when taken as a whole, materially more restrictive to the Loan Parties than the Loan Documents;

(v) such Indebtedness (A) shall have a final scheduled maturity date no earlier than the latest scheduled maturity date of the Indebtedness being refinanced thereby and (B) shall have a weighted average life to maturity that is equal to or greater than the weighted average life to maturity of the Indebtedness being refinanced thereby; provided, if such Indebtedness is junior in right of Collateral or payment to the Obligations, it will not mature (and no scheduled payment, redemption or sinking fund or similar payments or obligations will be permitted) prior to 91 days after the latest Maturity Date existing at the time of such incurrence; provided further that, at the option of the Company, this clause (v) shall not apply to any Permitted Bridge Indebtedness;

(vi) except as otherwise expressly set forth herein, (x) the pricing (including interest, fees and premiums), call protection, optional prepayment and redemption terms with respect such Indebtedness shall be determined by the Company and the lenders or investors providing such Indebtedness, and (y) the other terms and conditions including such financial maintenance covenants (if any) applicable to such Indebtedness shall either (A) not be, when taken as a whole, materially more restrictive (as determined by the Administrative Agent acting reasonably) than those contained in the Loan Documents or (B) be reasonably acceptable to the Administrative Agent; and

(vii) with respect to any such Indebtedness that takes the form of Revolving Loans, there shall be only two revolving credit facilities in effect during the term of this Agreement and in each instance, shall be a revolving credit facility under this Agreement;

(z) Indebtedness of Subsidiaries that are not, and are not required to be, Guarantors in an aggregate principal amount not to exceed $25,000,000 at any time outstanding; and

(aa) (i) other Indebtedness at any time outstanding in an aggregate principal amount not to exceed the greater of (A) $60,000,000 and (B) 35% of Consolidated EBITDA of the Company and its Subsidiaries for the four (4) fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 6.01 at the time of the most recent incurrence of Indebtedness under this subsection (aa) and (ii) any refinancings, refundings, replacements, renewals or extensions of Indebtedness under this subsection (aa); provided that, in the case of this clause (ii), the amount of such Indebtedness is not increased at the time of such refinancing, refunding, replacements, renewal or extension except by an amount equal to accrued and unpaid interest owed in connection with such Indebtedness, a reasonable premium or other reasonable amount paid and fees and expenses reasonably incurred, in connection with such event, and by an amount equal to any existing commitments unutilized thereunder, it being understood that any amount under this clause (ii) shall constitute utilization of the limit set forth in clause (i), but if at the time of such incurrence under clause (ii) the limit in clause (i) shall be exceeded, such incurrence shall be permitted (and the limit in clause (i) shall be fully utilized at such time).

Notwithstanding anything to the contrary in this Section 7.03 or otherwise, no Special Purpose Subsidiary shall contract, create, incur, assume or permit to exist any Indebtedness other than Indebtedness existing from time to time under any Permitted Securitization Transaction.

For purposes of determining the amount of Indebtedness permitted in connection with any U.S. dollar-denominated restriction on the incurrence of Indebtedness or any other covenant, limitation or ratio in this Agreement, the U.S. dollar-equivalent principal amount of Indebtedness denominated in a foreign currency shall be utilized, calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred. Notwithstanding any other provision of this Agreement, the maximum amount of Indebtedness that the Company or any Subsidiary may incur pursuant to this Section 7.03 shall not be deemed to be exceeded, nor shall any other covenant, limitation or ratio in this Agreement be deemed to be breached or exceeded, solely as a result of fluctuations in market value, exchange rates or currency values.

Indebtedness will not be considered subordinate in right of payment to any other Indebtedness solely by virtue of being unsecured, secured with a subset of the collateral securing such other Indebtedness or with different collateral, secured to a greater or lesser extent or secured with greater or lower priority, by virtue of structural subordination, by virtue of maturity date, order of payment or order of application of funds, or by virtue of not being guaranteed by all guarantors of such other Indebtedness, and any subordination in right of payment must be pursuant to a written agreement or instrument.

7.04 Fundamental Changes. Merge, amalgamate, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Event of Default exists or would result therefrom:

(a) (i) the Company may merge, amalgamate or consolidate with any of its Subsidiaries; provided that the Company is the resulting, continuing or surviving Person, and (ii) any Subsidiary may merge, amalgamate or consolidate with (or engage in any similar transaction, including to be acquired by or wound up into) any of the Company or one or more other Subsidiaries; provided that (x) if a Guarantor is a party thereto, the resulting, continuing or surviving Person is a Borrower or a Guarantor and (y) if any Borrower is a party thereto, a Borrower is the resulting, continuing or surviving Person;

(b) the Company or any Subsidiary may merge or amalgamate with any other Person in connection with a Permitted Acquisition, provided that (i) if the Company is a party thereto, the Company is the resulting, continuing or surviving Person, (ii) if a Borrower is a party thereto, a Borrower is the resulting, continuing or surviving Person and (iii) if a Guarantor is a party thereto, such resulting or surviving Person shall be a Borrower or a Guarantor;

(c) any Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Company or to another Subsidiary; provided that (i) if the transferor in such a transaction is a Loan Party, then the transferee must be a Loan Party and (ii) if the transferor in such a transaction is a Borrower, the transferee must be a Borrower; and

(d) any Subsidiary that is an Immaterial Subsidiary (and has not been designated as a Material Subsidiary) may be dissolved, liquidated, or merged, amalgamated or consolidated with or into another Person, provided that (x) if a Borrower is a party thereto, a Borrower is the resulting, continuing or surviving Person and (y) if a Guarantor is a party thereto, such resulting or surviving Person shall be a Borrower or a Guarantor; and

(e) any Disposition to the extent permitted by Section 7.05 (other than, for the avoidance of doubt, pursuant to clause (e) of such Section) shall be permitted under this Section 7.04.

7.05 Dispositions. Make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of used, obsolete, damaged, worn-out or surplus equipment, or property no longer useful in the conduct of the business or otherwise economically impracticable to maintain, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Disposition of inventory, goods held for sale and other assets and licenses of intellectual property (including on an intercompany basis), in each case in the ordinary course of business;

(c) Dispositions of equipment or real property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such Disposition are reasonably promptly applied to the purchase price of such replacement property;

(d) Dispositions of property (including, for the avoidance of doubt, owned Equity Interests) to the Company or to another Subsidiary; provided that if the transferor of such property is a Loan Party, the transferee thereof must be a Loan Party;

(e) Dispositions permitted by Section 7.04 or Section 7.06;

(f) non-exclusive licenses of IP Rights in the ordinary course of business and substantially consistent with past practice for terms not exceeding five (5) years;

(g) Dispositions of accounts receivable in connection with the collection or compromise thereof;

(h) licenses, sublicenses, leases or subleases granted to others not interfering in any material respect with the business of the Company and its Subsidiaries;

(i) Dispositions of Cash Equivalents in the ordinary course of business;

(j) to the extent constituting Dispositions, Recovery Events;

(k) Dispositions of Securitized Assets by any Special Purpose Subsidiary in connection with any Permitted Securitization Transaction;

(l) the Disposition of non-core or non-strategic assets acquired in connection with a Permitted Acquisition or similar Investment; *provided* that (x) to the extent required by Section 2.06(b)(ii), such Net Cash Proceeds from any such sale are reinvested or applied in prepayment of the Loans in accordance with the provisions of Section 2.06(b)(v), (y) immediately after giving effect thereto, no Event of Default would exist and (z) the fair market value of such non-core or non-strategic assets (determined as of the date of acquisition thereof by the applicable Loan Party or Subsidiary, as the case may be) so Disposed shall not exceed twenty-five percent (25%) of the purchase price paid for all such assets acquired in such Permitted Acquisition;

(m) the termination of a lease due to the default of the landlord thereunder or pursuant to any right of termination of the tenant under the lease;

(n) the lease or sub-lease of any real or personal property in the ordinary course of business and the termination or non-renewal of any real property lease not used or not necessary to the operations of the Company or any Subsidiary;

(o) Dispositions in the ordinary course of business consisting of the abandonment of intellectual property rights which, in the reasonable good faith determination of the Company, are not material to the conduct of the business of the Company and its Subsidiaries, taken as a whole;

(p) Dispositions of Investments in joint ventures or any Subsidiaries that are not wholly-owned Subsidiaries to the extent required by, or made pursuant to, buy/sell arrangements between joint venture or similar parties set forth in the relevant joint venture arrangements and/or similar binding arrangements;

(q) Dispositions or consignments of equipment, inventory or other assets (including leasehold interests in real property) with respect to facilities that are temporarily not in use, held for sale or closed;

(r) Dispositions in connection with the termination or unwinding of Swap Contracts;

(s) exchanges or swaps, including transactions covered by Section 1031 of the Code (or any comparable provision of any foreign jurisdiction), of property or assets so long as the exchange or swap is made for fair value (as reasonably determined by the Company) for like property or assets; provided that (i) within ninety (90) days of any such exchange or swap, in the case of any Loan Party and to the extent such property does not constitute Excluded Property, the Administrative Agent has a perfected Lien having the same priority as any Lien held on the property so exchanged or swapped and (ii) any Net Cash Proceeds received as a "cash boot" in connection with any such transaction shall be applied and/or reinvested as (and to the extent) required by Section 2.06(b)(ii);

(t) any merger, consolidation, Disposition or conveyance, the sole purpose and effect of which is to reincorporate or reorganize (i) any U.S. Subsidiary in another jurisdiction in the U.S. or (ii) any Non-U.S. Subsidiary in the U.S. or any other jurisdiction; provided, that any Loan Party

involved in such transaction does not become an Excluded Subsidiary (except to the extent that it is or becomes an Immaterial Subsidiary so long as it remains a Loan Party hereunder) as a result of such transaction; and

(u) Dispositions of accounts receivable due from any customer of the Company or any Subsidiary in connection with such customer's supplier financing program pursuant to a customary receivables sale agreement entered into in the ordinary course of business of the Company or such Subsidiary (each such Disposition, a "Permitted Receivables Transaction"); provided that (i) any such sale is made on a nonrecourse basis to the Company and its Subsidiaries other than with respect to the representations given by the Company or the applicable Subsidiary, as the case may be, in connection with such receivables, (ii) if the Company or such Subsidiary, as the case may be, receives an updated pricing schedule that provides for a total "discount rate" resulting in more than a five percent (5%) discount on the total amount of each account receivable sold pursuant to such receivables sale agreement (i.e., discounting any such receivable so that the receivables would be sold for less than "95 cents on the dollar"), the Company or such Subsidiary, as the case may be, does not permit any such receivables to be sold at such discount rate for more than five (5) Business Days after its receipt of such updated pricing schedule and (iii) any lien release and UCC-3 financing statement amendment to be filed in connection with such lien release shall be reasonably satisfactory (including with respect to the terms and conditions thereof in the case of any such lien release) to the Administrative Agent and such UCC-3 financing statement amendment shall be promptly filed by the Administrative Agent after entering into such lien release;

(v) the Form 10 Transactions by and among the Company and its Subsidiaries and ADS and its Subsidiaries reasonably necessary to effectuate the Spinoff; and

(w) Dispositions not otherwise permitted under this Section 7.05, so long as (i) no Default or Event of Default has occurred and is continuing, (ii) at least seventy-five percent (75%) of the consideration paid in connection therewith shall be cash or Cash Equivalents paid contemporaneously with consummation of the transaction, (iii) the consideration paid in connection therewith shall be in an amount not less than the fair market value of the property disposed of (as reasonably determined by the Company), (iv) such transaction does not involve the Disposition of a minority Equity Interest in any Loan Party, (v) such Disposition does not involve a Disposition of receivables other than receivables owned by or attributable to other property concurrently being disposed of in a Disposition otherwise permitted under this Section 7.05, and (vi) the aggregate net book value of all of the assets subject to Dispositions made in reliance on this clause (w) shall not exceed $30,000,000 in any fiscal year.

7.06 Restricted Payments and Junior Payments. Declare or make, directly or indirectly, any Restricted Payment or any Junior Payment, or incur any obligation (contingent or otherwise) to do so, except:

(a) each Subsidiary may make Restricted Payments to the Company, the Guarantors and any other Person that owns an Equity Interest in such Subsidiary, ratably according to their respective holdings of the type of Equity Interest in respect of which such Restricted Payment is being made;

(b) the Company and each Subsidiary may declare and make dividend payments or other distributions payable solely in the common stock or other common Equity Interests of such Person;

(c) the Company and each Subsidiary may purchase, redeem or otherwise acquire Equity Interests issued by it with the proceeds received from the substantially concurrent issue of new shares of its common stock or other common Equity Interests;

(d) to the extent constituting Restricted Payments, transactions contemplated by or required under any other employment, compensation or separation agreement or arrangement entered into by the Company or any Subsidiary in the ordinary course of business;

(e) the Company may make Restricted Payments and Junior Payments (including, without limitation, normal-course issuer bids) in an aggregate amount during the term of this Agreement not to exceed the sum of (i) $30,000,000 plus (ii) an unlimited amount so long as both before and after giving effect to such Restricted Payment or Junior Payment, as applicable, on a Pro Forma Basis, the Consolidated Total Leverage Ratio shall be less than 3.25:1.00 (for purposes of clarity, the amount of any Restricted Payment made in reliance on the immediately preceding clause (ii) and permitted thereunder at such time shall not be included in any calculation of the amount available in the immediately preceding clause (i)); provided that no Default or Event of Default then exists or would arise therefrom; and

(f) to the extent constituting a Restricted Payment, the Spin Payment.

7.07 Change in Nature of Business. Engage in any material line of business other than those lines of business conducted by the Company and its Subsidiaries on the Closing Date and/or any business similar, complementary, ancillary, adjacent, reasonably related or incidental thereto.

7.08 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate (other than the Company or a Subsidiary) of the Company, whether or not in the ordinary course of business, other than (a) reasonable and customary compensation and reimbursement expenses of officers and directors, (b) stock option plans for officers, management and other employees, (c) transactions solely between or among the Company and/or one or more Subsidiaries or any Person that becomes a Subsidiary as a result of such transaction, (d) any dividends or distributions on account of shares of any Equity Interests issued by Subsidiaries of the Company ratably to the holders thereof, (e) transactions between or among the Company and/or one or more Subsidiaries and their Affiliates that are required under applicable Law or by any Governmental Authority, (f) transactions entered into on or prior to the Closing Date and described on Schedule 7.08, (g) the Form 10 Transactions by and among the Company and its Subsidiaries and ADS and its Subsidiaries reasonably necessary to effectuate the Spinoff, (h) any transaction or series of related transactions involving aggregate payment or consideration of less than $2,000,000 and (i) other transactions on terms not materially less favorable to the Company or such Subsidiary as would be obtainable by the Company or such Subsidiary at the time in a comparable arm's length transaction with a Person other than an Affiliate.

7.09 Burdensome Agreements. Enter into any Contractual Obligation (other than this Agreement or any other Loan Document) that (a) limits the ability (i) of any Subsidiary to make Restricted Payments to the Company or any Loan Party or to otherwise transfer property to the Company or any Loan Party, (ii) of any Subsidiary to Guarantee the Indebtedness of the Borrowers or (iii) of the Company or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person; provided, however, that this clause (iii) shall not prohibit any negative pledge (x) incurred or provided in favor of any holder of Indebtedness permitted under Section 7.03(e) solely to the extent any such negative pledge relates to the property financed by or the subject of such Indebtedness, (y) contained in any document or instrument governing any Permitted Securitization Transaction, any Permitted Receivables Transaction or any Permitted Credit Agreement Refinancing Indebtedness, provided that any such restriction relates only to the applicable Securitized Assets or, in the case of any Permitted Receivables Transaction, accounts

receivable actually sold, conveyed, pledged, encumbered or otherwise contributed pursuant to such Permitted Securitization Transaction or to such Permitted Receivables Transaction, as applicable or (z) contained in any document or instrument governing any Permitted Credit Agreement Refinancing Indebtedness so long as any such restriction is not more restrictive than the provisions of the Loan Documents and does not limit the ability of any Loan Party to grant a Lien under the Loan Documents; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person, in the case of each of clauses (a) and (b), other than Contractual Obligations:

(a) set forth in any agreement evidencing (i) Indebtedness of a Subsidiary that is not a Loan Party permitted by Section 7.03, (ii) Indebtedness permitted by Section 7.03 that is secured by a Permitted Lien if the relevant restriction applies only to the Person obligated under such Indebtedness and its Subsidiaries or the property or assets intended to secure such Indebtedness and (iii) Indebtedness permitted pursuant to clauses (e), (j) and/or (w) of Section 7.03 (including any refinancings or replacements of any of the foregoing);

(b) that are or were created by virtue of any Lien granted upon, Disposition of, transfer of, agreement to transfer or grant of, any option or right with respect to any property, assets or Equity Interests not otherwise prohibited under this Agreement; provided that such Lien is only on or with respect to the property, assets or Equity Interests subject to such Disposition, transfer, agreement to transfer or option or right;

(c) arising under or as a result of applicable Law or the requirements of any Governmental Authority or the terms of any license, authorization, concession or permit obtained in the ordinary course of business;

(d) arising under customary non-assignment provisions with respect to assignments, leases, subletting or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses, joint venture agreements and other agreements, in each case entered into in the ordinary course of business;

(e) imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements but solely with respect to the Equity Interests of such partnership, limited liability company or joint venture;

(f) that are assumed in connection with any acquisition of property or the Equity Interests of any Person, so long as the relevant encumbrance or restriction relates solely to the Person and its subsidiaries (including the Equity Interests of the relevant Person or Persons) and/or property so acquired and was not created in connection with or in anticipation of such acquisition;

(g) set forth in any agreement for any Disposition of any Subsidiary (or all or substantially all of the property and/or assets thereof) that restricts the payment of dividends or other distributions or the making of cash loans or advances by such Subsidiary pending such Disposition;

(h) set forth in agreements or instruments which prohibit the payment of dividends or the making of other distributions with respect to any class of Equity Interests of a Person other than on a pro rata basis;

(i) set forth in documents which exist on the Closing Date and were not created in contemplation thereof and which are set forth on Schedule 7.09;

(j) on cash, other deposits or net worth or similar restrictions imposed by Persons under contracts entered into in the ordinary course of business or for whose benefit such cash, other deposits or net worth or similar restrictions exist;

(k) arising in any Swap Contract and/or any agreement relating to any Swap Obligation or obligations of the type referred to in Section 7.03(d);

(l) arising pursuant to an agreement or instrument relating to any Indebtedness permitted to be incurred hereunder if the relevant restrictions, taken as a whole, are not materially less favorable to the Lenders than the restrictions contained in this Agreement, taken as a whole (as determined in good faith by the Company);

(m) relating to any asset (or all of the assets) of and/or the Equity Interests of any Subsidiary which are imposed pursuant to an agreement entered into in connection with any Disposition of such asset (or assets) and/or all or a portion of the Equity Interests of the relevant Person that is permitted or not restricted by this Agreement;

(n) set forth in any agreement relating to any Permitted Lien that limits the right of the Company or any Subsidiary to Dispose of or encumber the assets subject thereto; and

(o) imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (n) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancing are, in the reasonable judgment of the Company, not materially more restrictive with respect to such encumbrances and other restrictions, taken as a whole, than those in effect prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

7.10 Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

7.11 Financial Covenant. Consolidated Total Leverage Ratio. Except with the consent of the Required Pro Rata Facilities Lenders, permit the Consolidated Total Leverage Ratio at any time during any period of four (4) fiscal quarters of the Company set forth below to be greater than the ratio set forth below opposite such period:

Four Fiscal Quarters Ending	Maximum Consolidated Total Leverage Ratio
December 31, 2021 through September 30, 2022	5.00:1.00
December 31, 2022 through September 30, 2023	4.50:1.00
December 31, 2023 and each fiscal quarter thereafter	4.25:1.00

In the event any Pro Forma Compliance or other compliance with the Consolidated Total Leverage Ratio is required to be measured or satisfied prior to the delivery of financial statements for the fiscal year ending December 31, 2021, the required Consolidated Total Leverage Ratio level at such time shall be deemed to be 5.00:1.00.

7.12 Organization Documents; Fiscal Year; Legal Name, Jurisdiction of Formation and Form of Entity.

(a) Amend, modify or change its Organization Documents in a manner materially adverse to the Lenders;

(b) Change the Company's fiscal year;

(c) Without providing written notice to the Administrative Agent within ten (10) days (or such longer periods as the Administrative Agent may agree) after such change, written notice to the Administrative Agent, change its name, jurisdiction of formation or form of organization; or

(d) Make any change in accounting policies or reporting practices, except as required by GAAP.

7.13 Form 10. Amend, make additions to or otherwise modify the Form 10 on or after the Closing Date in a manner that could reasonably be expected to be adverse to any material interest of the Administrative Agent or the Lenders (unless approved by the Required Lenders, notwithstanding the provisions of Section 10.01 to the contrary, such approval not to be unreasonably conditioned, withheld or delayed).

7.14 Amendments to and Prepayments of Additional Indebtedness.

(a) Amend or modify any of the terms of any Additional Indebtedness if after giving effect to such amendment or modification the terms of such Additional Indebtedness would not satisfy the requirements of clauses (iv) through (vii) of Section 7.03(h);

(b) Make (or give any notice with respect thereto) any voluntary prepayment or redemption or acquisition for value of (including without limitation, by way of depositing money or securities with the trustee with respect thereto before due for the purpose of paying when due), or refund, refinance or exchange, any Additional Indebtedness except for (i) Junior Payments permitted by Section 7.06 and (ii) in the case of the giving of notice with respect to any such voluntary prepayment, redemption, acquisition for value, refund, refinance or exchange, any such notice given in connection with the repayment in full of all Obligations and the termination of the Aggregate Commitments;

(c) Amend or modify any of the subordination provisions applicable to any Subordinated Indebtedness without the prior written consent of the Administrative Agent; or

(d) Make any payments in respect of any Subordinated Indebtedness in violation of the subordination provisions applicable to such Subordinated Indebtedness

7.15 Canadian Pension Matters. Maintain, contribute to, or incur any liability or contingent liability in respect of a Canadian Defined Benefit Pension Plan, except as a result of the consummation of a Permitted Acquisition, or with the prior written consent of the Administrative Agent.

7.16 Sanctions. Directly or knowingly indirectly, use any Credit Extension or the proceeds of any Credit Extension, or lend, contribute or otherwise make available such Credit Extension or the proceeds of any Credit Extension to any Person, to fund any activities of or business with any Person, or in any Designated Jurisdiction, that, at the time of such funding, is the subject of Sanctions, in each case, in violation of Sanctions, or in any other manner that will result in a violation by any Person (including any

Person participating in the transaction, whether as Lender, Arranger, Administrative Agent, L/C Issuer, Swing Line Lender, or otherwise) of Sanctions.

7.17 Anti-Corruption Laws. Directly or knowingly indirectly use any Credit Extension or the proceeds of any Credit Extension for any purpose which would breach the United States Foreign Corrupt Practices Act of 1977, the Corruption of Foreign Public Officials Act (Canada), the UK Bribery Act 2010, and other similar anti-corruption legislation in other jurisdictions in which a Borrower or any of its Subsidiaries conducts business or owns property.

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. Any Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein, and in the currency required hereunder, any amount of principal of any Loan or any L/C Obligation, or (ii) within five (5) Business Days after the same becomes due, any interest on any Loan or on any L/C Obligation, or any fee due hereunder, or (iii) within five (5) Business Days after the same becomes due, any other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Section 6.01, 6.02, 6.03(a), 6.05(a) (solely with respect to such Loan Party's failure to preserve, renew or maintain in full force and effect its legal existence) or 6.10 or Article VII; provided that any such failure to observe or perform the covenant set forth in Section 7.11 shall not constitute an Event of Default for purposes of the Term B Loan or any Incremental Tranche B Term Facility unless and until the Administrative Agent or the Required Pro Rata Facilities Lenders first exercise any remedy in accordance with this Article VIII in respect of such breach (and until such time, the failure to comply with Section 7.11 shall only constitute an Event of Default with respect to the Aggregate Revolving Commitments, the Term A Loan and any Incremental Tranche A Term Facilities); provided, further, that any Event of Default under the covenant set forth in Section 7.11 may be amended, waived or otherwise modified from time to time by the Required Pro Rata Facilities Lenders pursuant to Section 10.01; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in clauses (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after the earlier of (i) a Responsible Officer of a Loan Party having actual knowledge of such failure, or (ii) receipt by a Responsible Officer of the Company of notice from the Administrative Agent or any Lender of such failure; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Company or any other Loan Party herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any respect (or in any material respect if such representation or warranty is not by its terms already qualified as to materiality or Material Adverse Effect) when made or deemed made; or

(e) Cross-Default. (i) The Company or any Subsidiary (A) fails to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or

otherwise) in respect of any Indebtedness or Guarantee (other than Indebtedness hereunder and Indebtedness under Swap Contracts) having an aggregate principal amount (including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than the Threshold Amount and the continuation of such failure beyond any applicable grace or cure period, or (B) after giving effect to any applicable grace or cure period, fails to observe or perform any other agreement or condition relating to any such Indebtedness or Guarantee or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such Guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such Guarantee to become payable or cash collateral in respect thereof to be demanded (provided that any breach of any covenant or agreement contained in Section 7.11 that may give rise to an event described in clause (B) above shall not, by itself, constitute an Event of Default for purposes of the Term B Loan unless and until the Administrative Agent or Required Pro Rata Facilities Lenders shall first exercise any remedy in accordance with this Article VIII as a result of such breach); or (ii) there occurs under any Swap Contract an Early Termination Date (as defined in such Swap Contract) resulting from (A) any event of default under such Swap Contract as to which the Company or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (B) any Termination Event (as so defined) under such Swap Contract as to which the Company or any Subsidiary is an Affected Party (as so defined) and, in either event, the Swap Termination Value owed by the Company or such Subsidiary as a result thereof is greater than the Threshold Amount and, in the case of any Termination Event not arising out of a default by the Company or any Subsidiary, such Swap Termination Value has not been paid by the Company or such Subsidiary when due; or

(f) Insolvency Proceedings, Etc. Any Loan Party or any Material Subsidiary institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; makes a proposal to its creditors or files notice of its intention to do so, institutes any other proceeding under applicable Law seeking to adjudicate it a bankrupt or an insolvent, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors, composition of it or its debts or any other similar relief; or applies for or consents to the appointment of any receiver, receiver-manager, trustee, custodian, conservator, liquidator, rehabilitator or similar officer for it or for all or any material part of its property; or any receiver, receiver-manager, trustee, custodian, conservator, liquidator, rehabilitator or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) consecutive calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) Any Loan Party or any Material Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of any such Person and is not released, vacated or fully bonded within thirty (30) days after its issue or levy; or

(h) Judgments. There is entered against the Company or any Subsidiary (i) one or more final judgments or orders for the payment of money in an aggregate unpaid amount (as to all

such judgments or orders) exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of thirty (30) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(i) ERISA and Canadian Pension Plan Events. The occurrence of any of the following which, either individually or taken in the aggregate, has resulted or would reasonably be expected to result in liability of the Company and its Subsidiaries in an aggregate amount in excess of the Threshold Amount: (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan, (ii) the Company or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan or (iii) any failure by any Loan Party or any Subsidiary to perform its obligations under, or the incurrence by any Loan Party or any Subsidiary of any liability or contingent liability in respect of, a Canadian Pension Plan; or

(j) Invalidity of Loan Documents. Any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or satisfaction in full of all the Obligations (other than contingent indemnification obligations for which no claim or demand has yet been made), ceases to be in full force and effect; or any Loan Party or any Subsidiary contests in any manner the validity or enforceability of any Loan Document for any reason other than satisfaction in full of all the Obligations (other than contingent indemnification obligations for which no claim or demand has yet been made); or any Loan Party denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any provision of any Loan Document (other than upon satisfaction in full of the Obligations (other than contingent indemnification obligations for which no claim or demand has yet been made) or upon release from such Loan Document pursuant to the terms of this Agreement); or

(k) Change of Control. There occurs any Change of Control; or

(l) Subordinated Indebtedness. The subordination provisions applicable to any Subordinated Indebtedness in an aggregate principal in excess of $10,000,000 in the aggregate shall, in each case, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of such Subordinated Indebtedness; or

(m) Form 10 Transactions. The Form 10 Transactions shall not have been consummated, and the Company shall not be an independent, publicly traded company, by 5:00 p.m. on the day that is two Business Days after the Closing Date.

8.02 Remedies Upon Event of Default. If any Event of Default occurs and is continuing:

(a) if such Event of Default is an Event of Default specified in Section 8.01(b) above as a result of any Loan Party's failure to perform or observe Section 7.11, the Administrative Agent shall, at the request of, or may, with the consent of, the Required Pro Rata Facilities Lenders, take any or all of the following actions:

(i) declare the commitment of each Revolving Lender to make Revolving Loans, the commitment of each Lender in respect of any unfunded Term A Loan, the

commitment of each Lender in respect of any unfunded Incremental Tranche A Term Loan, any obligation of the Swing Line Lender to make Swing Line Loans and any obligation of the L/C Issuers to make L/C Credit Extensions to be terminated, whereupon such commitments and obligations shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Revolving Loans, Swing Line Loans, Term A Loan, Incremental Tranche A Term Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document in respect of the Revolving Commitments, the Term A Loan and Incremental Tranche A Term Loans to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by each Borrower; and

(iii) require that the Borrowers Cash Collateralize the L/C Obligations (in an amount equal to the Minimum Collateral Amount with respect thereto); or

(b) if such Event of Default is any Event of Default other than an Event of Default specified in Section 8.01(b) above as a result of any Loan Party's failure to perform or observe Section 7.11 (or, if (x) such Event of Default is an Event of Default specified in Section 8.01(b) above as a result of any Loan Party's failure to perform or observe Section 7.11 and (y) the Administrative Agent has taken any of the actions described in the immediately preceding clause (a)), the Administrative Agent shall, at the request of, or may, with the consent of, the Required Lenders, take any or all of the following actions:

(i) declare the commitment of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document (including any Prepayment Premium) to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by each Borrower;

(iii) require that the Borrowers Cash Collateralize the L/C Obligations (in an amount equal to the Minimum Collateral Amount with respect thereto); and

(iv) exercise on behalf of itself, the Lenders and the L/C Issuers all rights and remedies available to it and the Lenders and the L/C Issuers under the Loan Documents or applicable law or equity;

provided, however, that upon the occurrence of an actual or deemed entry of an order for relief with respect to any Borrower under the Bankruptcy Code (or any similar occurrence in any other Debtor Relief Laws, and in any event including any Event of Default under Section 8.01(f)), the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrowers to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 8.02), any amounts received on account of the Obligations shall, subject to the provisions of Sections 2.17 and 2.18, be applied by the Administrative Agent in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Administrative Agent and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Lenders and the L/C Issuer (including fees, charges and disbursements of counsel to the respective Lenders and applicable L/C Issuers payable in accordance with the terms of this Agreement and any of the other Loan Documents and amounts payable under Article III), ratably among them in proportion to the respective amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans, L/C Borrowings and other Obligations arising under the Loan Documents, ratably among the Lenders and the L/C Issuers in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, L/C Borrowings and Obligations then owing under Secured Swap Contracts and Secured Cash Management Agreements, ratably among the Lenders, the L/C Issuers, the Hedge Banks and the Cash Management Banks in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the Administrative Agent for the account of each L/C Issuer, to Cash Collateralize that portion of L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit issued by it to the extent not otherwise Cash Collateralized by the Company pursuant to Sections 2.03 and 2.17; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full (other than contingent indemnification obligations for which no claim or demand has been made), to the applicable Loan Party or Loan Parties or as otherwise required by Law.

Subject to Sections 2.03(c) and 2.17, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above. Excluded Swap Obligations with respect to any Loan Party shall not be paid with amounts received from such Loan Party or such Loan Party's assets, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Obligations otherwise set forth above in this Section.

Notwithstanding the foregoing, Obligations arising under Secured Cash Management Agreements and Secured Swap Contracts shall be excluded from the application described above if the Administrative Agent has not received a Secured Party Designation Notice, together with such supporting documentation as the Administrative Agent may request, from the applicable Lender or Affiliate thereof, as the case may be (unless such Lender or Affiliate is the Administrative Agent or an Affiliate thereof, in which case no Secured Party Designation Notice is required). Each Affiliate of a Lender that is not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be

deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article IX for itself and its Affiliates as if a "Lender" party hereto. Excluded Swap Obligations with respect to any Loan Party shall not be paid with amounts received from such Loan Party or such Loan Party's assets, but appropriate adjustments shall be made with respect to payments from other Loan Parties to preserve the allocation to Obligations otherwise set forth above in this Section.

ARTICLE IX.

ADMINISTRATIVE AGENT

9.01 Appointment and Authority. Each of the Lenders and each of the L/C Issuers hereby irrevocably appoints Bank of America to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuers, and neither the Company nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions (other than Section 9.10 to the extent provided therein). It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (in its capacities as a Lender, Swing Line Lender (if applicable), party to any Secured Swap Contract and party to any Secured Cash Management Agreement) and each of the L/C Issuers hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of such Lender and such L/C Issuer for purposes of acquiring, holding and enforcing any and all Liens on Collateral, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent" and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent, shall be entitled to the benefits of all provisions of this Article IX and Article X (including Section 10.04(c)), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents as if set forth in full herein with respect thereto.

Without limiting the powers of the collateral agent pursuant to the terms hereof or of the other Loan Documents, for the purposes of holding any Liens granted by any of the Loan Parties under the laws of the Province of Quebec pursuant to the Collateral Documents, each of the Lenders and each of the L/C Issuers hereby acknowledges that the collateral agent shall be and act as the hypothecary representative of all present and future Lenders (in its capacities as a Lender, Swing Line Lender (if applicable), party to any Secured Swap Contract and party to any Secured Cash Management Agreement) and L/C Issuers for all purposes of Article 2692 of the Civil Code of Quebec (the "Hypothecary Representative"). Each of the Secured Parties therefore appoints, to the extent necessary, the collateral agent as its Hypothecary Representative to hold the Liens created pursuant to such Collateral Documents in order to secure the Obligations. The collateral agent accepts to act as Hypothecary Representative of all present and future Secured Parties for all purposes of Article 2692 of the Civil Code of Quebec.

9.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as

though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of banking, trust, financial, advisory, underwriting or other business with any Loan Party or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders or to provide notice or consent of the Lenders with respect thereto

9.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent, each Arranger and each of their respective Related Parties:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty or responsibility to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) 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 the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 10.01 and 8.02) or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given in writing to the Administrative Agent by the Company, a Lender or an L/C Issuer.

The Administrative Agent shall not be responsible for or have any duty or obligation to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent. The Administrative Agent shall not be responsible or have any

liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions of this Agreement relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Institution or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Institution.

9.04 Reliance by Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or an L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or such L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or such L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Company), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

9.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

9.06 Resignation of Administrative Agent.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuers and the Company. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Company, and, at all times other than during the existence of an Event of Default, with the Company's consent (such consent not to be unreasonably withheld), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "Resignation Effective Date"), then the retiring Administrative Agent may (but shall not be obligated to) on behalf of the Lenders and the L/C Issuers, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that in no event shall any such successor Administrative

Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable Law, by notice in writing to the Company and such Person remove such Person as Administrative Agent and, in consultation with the Company and, at all times other than during the existence of an Event of Default, with the Company's consent (such consent not to be unreasonably withheld), appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuers under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (ii) except for any indemnity payments or other amounts then owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and each L/C Issuer directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or removed) Administrative Agent (other than as provided in Section 3.01(g) and other than any rights to indemnity payments or other amounts owed to the retiring or removed Administrative Agent as of the Resignation Effective Date or the Removal Effective Date, as applicable), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section 9.06). The fees payable by the Company to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Company and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 10.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them (A) while the retiring or removed Administrative Agent was acting as Administrative Agent and (B) after such resignation or removal for as long as any of them continues to act in any capacity hereunder or under the other Loan Documents, including (1) acting as collateral agent or otherwise holding any collateral security on behalf of any of the Lenders and (2) in respect of any actions taken in connection with transferring the agency to any successor Administrative Agent.

(d) Any resignation by or removal of Bank of America as Administrative Agent pursuant to this Section shall also constitute its resignation as an L/C Issuer and Swing Line Lender. If Bank of America resigns as an L/C Issuer, it shall retain all the rights, powers, privileges and duties of an L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as an L/C Issuer and all L/C Obligations with respect thereto, including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c). If Bank of America resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line

Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.05(c). Upon the appointment by the Company of a successor L/C Issuer or Swing Line Lender hereunder (which successor shall in all cases be a Lender, other than a Defaulting Lender, who has consented to such appointment), (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as applicable, (b) the retiring L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Bank of America to effectively assume the obligations of Bank of America with respect to such Letters of Credit.

9.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and each L/C Issuer expressly acknowledges that none of the Administrative Agent nor any Arranger has made any representation or warranty to it, and that no act by the Administrative Agent or any Arranger hereafter taken, including any consent to, and acceptance of any assignment or review of the affairs of any Loan Party of any Affiliate thereof, shall be deemed to constitute any representation or warranty by the Administrative Agent or any Arranger to any Lender or each L/C Issuer as to any matter, including whether the Administrative Agent or the Arrangers have disclosed material information in their (or their Related Parties') possession. Each Lender and each L/C Issuer represents to the Administrative Agent and the Arrangers that it has, independently and without reliance upon the Administrative Agent, any Arranger, any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis of, appraisal of, and investigation into, the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrowers hereunder. Each Lender and each L/C Issuer also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Arranger, any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties. Each Lender and each L/C Issuer represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility and (ii) it is engaged in making, acquiring or holding commercial loans in the ordinary course and is entering into this Agreement as a Lender or L/C Issuer for the purpose of making, acquiring or holding commercial loans and providing other facilities set forth herein as may be applicable to such Lender or L/C Issuer, and not for the purpose of purchasing, acquiring or holding any other type of financial instrument, and each Lender and each L/C Issuer agrees not to assert a claim in contravention of the foregoing. Each Lender and each L/C Issuer represents and warrants that it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such L/C Issuer, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities.

9.08 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Bookrunners or Arrangers listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an L/C Issuer hereunder.

9.09 Administrative Agent May File Proofs of Claim; Credit Bidding. In case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise.

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuers and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuers and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuers and the Administrative Agent under Sections 2.03(h) and (i), 2.09 and 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and each L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuers, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 10.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any L/C Issuer to authorize the Administrative Agent to vote in respect of the claim of any Lender or any L/C Issuer in any such proceeding.

The holders of the Obligations hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar Debtor Relief Laws in any other jurisdictions to which a Loan Party is subject, (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable Law. In connection with any such credit bid and purchase, the Obligations owed to the holders thereof shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such

acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in clauses (a)(i) through (a)(ix) of Section 10.01 of this Agreement), and (iii) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders *pro rata* and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Lender or any acquisition vehicle to take any further action.

9.10 Collateral and Guaranty Matters. Without limiting the provisions of Section 9.09, each Lender (including in its capacities as a party to any Secured Cash Management Agreement and a party to any Secured Swap Contract) and each of the L/C Issuers irrevocably authorize the Administrative Agent, and the Administrative Agent shall:

(a) release or authorize the release of any Lien on any property granted to or held by the Administrative Agent under any Loan Document (i) upon termination of the Aggregate Commitments and payment in full of all Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Swap Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the applicable L/C Issuer shall have been made), (ii) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other disposition not prohibited hereunder or under any other Loan Document, (iii) subject to Section 10.01, if approved, authorized or ratified in writing by the Required Lenders or (iv) with respect to any such property of a Guarantor, upon the release of such Guarantor in accordance with clause (c) below;

(b) subordinate or release, as applicable, any Lien on any property granted to or held by the Administrative Agent under any Loan Document on property that is subject to a Lien permitted by Section 7.01(f), (i), (n) (p), (u), (x)(ii), (xiii), (z), (aa), (bb)(i) or (cc);

(c) release any Guarantor from its obligations under any Guaranty if (i) such Person ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents, (ii) the provisions of Section 6.20 apply to such Guarantor or (iii) subject to Section 10.01, if approved, authorized or ratified in writing by the Required Lenders;

(d) at any time any Permitted Securitization Transaction is outstanding, release any Lien granted to or held by the Administrative Agent under any Loan Document on (i) any Securitized Asset that is subject thereto and (ii) the Equity Interests of any Special Purpose Subsidiary for such Permitted Securitization Transaction; and

(e) enter into and perform each intercreditor agreement or subordination agreement contemplated hereby.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor (other than, for the avoidance of doubt, any Borrower) from its

obligations under the Guaranty pursuant to this Section 9.10, and the Administrative Agent shall be entitled to such confirmation before being required to take any action provided in this Section 9.10.

The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon, or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral. In connection with any release or subordination to be undertaken pursuant to this Section 9.10, the Administrative Agent shall reasonably promptly take such action and execute such documents as may be reasonably requested by the Company or any other Loan Party, at the Company's and the Loan Parties sole (and joint and several) expense, in connection with such release or subordination; provided that (i) nothing contained in this Section 9.10 shall be construed to permit or require the Borrower or the Administrative Agent to take any action that requires the consent of either (x) all Lenders pursuant to Section 10.01(a)(vii) or (y) all directly and adversely affected Lenders pursuant to Section 10.01(a)(xv) and (ii) upon reasonable request by the Administrative Agent, the Borrower shall deliver to the Administrative Agent a certificate of a Responsible Officer certifying that the transactions giving rise to such request were permitted under this Agreement and the other Loan Documents.

9.11 Secured Cash Management Agreements and Secured Swap Contracts. No Lender or Affiliate thereof party to a Secured Swap Contract or Secured Cash Management Agreement that obtains the benefit of Section 8.03, any Guaranty or any Collateral by virtue of the provisions hereof or any Collateral Document shall have any right to notice of any action or omission or to consent to, direct or object to any action or omission hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) or to notice of or to consent to any amendment, waiver or modification of the provisions hereof or of any Guaranty or any Collateral Document (including any release or impairment with respect to any Guarantor) other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article IX to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements and Secured Swap Contracts except to the extent expressly provided herein and unless the Administrative Agent has received a Secured Party Designation Notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Lender or Affiliate thereof, as the case may be. The Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Cash Management Agreements and Secured Swap Contracts in the case that (a) all Commitments have terminated, (b) all Obligations arising under the Loan Documents have been paid in full (other than contingent indemnification obligations for which no claim or demand has yet been made), and (c) all Letters of Credit have terminated or expired (other than Letters of Credit that have been Cash Collateralized).

9.12 ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such

Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) clause (i) in the immediately preceding subsection (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with clause (iv) in the immediately preceding subsection (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Company or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

9.13 Recovery of Erroneous Payments. Without limitation of any other provision in this Agreement, if at any time the Administrative Agent makes a payment hereunder in error to any Credit Party, whether or not in respect of an Obligation due and owing by the Borrowers at such time, where such payment is a Rescindable Amount, then in any such event, each Credit Party receiving a Rescindable Amount severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount received by such Credit Party in immediately available funds in the currency so received, with interest thereon, for each day from and including the date such Rescindable Amount is received by it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. Each Credit Party irrevocably waives any and all defenses, including any "discharge for

value" (under which a creditor might otherwise claim a right to retain funds mistakenly paid by a third party in respect of a debt owed by another) or similar defense to its obligation to return any Rescindable Amount. The Administrative Agent shall inform each Credit Party promptly upon determining that any payment made to such Credit Party comprised, in whole or in part, a Rescindable Amount.

ARTICLE X.

MISCELLANEOUS

10.01 Amendments, Etc.

(a) Subject to Sections 2.16, 2.21and 3.03, and except as otherwise provided in this Section 10.01, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Company or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Company or the applicable Loan Party, as the case may be, and acknowledged by the Administrative Agent, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(i) extend or increase the Commitment of any Lender (or reinstate any Commitment terminated pursuant to Section 8.02) without the written consent of such Lender whose Commitment is being extended, increased or reinstated (it being understood and agreed that a waiver of any condition precedent set forth in Section 4.02 or of any Default or of a mandatory reduction in Commitments is not considered an extension, increase or reinstatement in Commitments of any Lender);

(ii) postpone any date fixed by this Agreement or any other Loan Document for any payment (excluding mandatory prepayments) of principal, interest, fees or other amounts due to the Lenders (or any of them) or any scheduled or mandatory reduction of the Aggregate Commitments hereunder or under any other Loan Document without the written consent of each Lender directly affected thereby;

(iii) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (b) of this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender entitled to receive such amount (it being understood that neither of the following constitutes a reduction in the rate of interest on any Loan or L/C Borrowing or any fees or other amounts: (A) any amendment to the definition of "Default Rate" or waiver of any obligation of the Borrowers to pay interest or Letter of Credit Fees at the Default Rate or (B) any amendment to or waiver of any financial covenant hereunder (or any defined term or component defined term used therein) even if the effect of such amendment or waiver would be to reduce the rate of interest on any Loan or L/C Borrowing or to reduce any fee payable hereunder);

(iv) change Section 2.14 or Section 8.03 in a manner that would alter the *pro rata* sharing of payments required thereby without the written consent of each Lender directly affected thereby;

(v) change any provision of this Section 10.01 or the definition of "Required Lenders", "Required Pro Rata Facilities Lenders", "Required Revolving Lenders" or any other provision hereof specifying the number or percentage of Lenders required to amend,

waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(vi) release any Borrower without the consent of each Lender, or, except in connection with a transaction permitted under Section 7.04 or Section 7.05, release all or substantially all of the value of the Guaranty without the written consent of each Lender;

(vii) release or subordinate, or authorize the release or subordination, of all or substantially all of the Collateral under the Collateral Documents without the written consent of each Lender;

(viii) subject to Section 10.01(b)(ix) below, amend Section 1.06 or the definition of "Alternative Currencies" without the written consent of each Lender and L/C Issuer obligated to make Credit Extensions in Alternative Currencies; or

(ix) change Section 2.15 in a manner that would alter the requirement that each of the Lenders obligated to make Credit Extensions to an Applicant Borrower approve the addition thereof as a Designated Borrower, without the written consent of each such Lender;

(x) prior to the termination of the Aggregate Revolving Commitments, unless also signed by the Required Revolving Lenders, no such amendment, waiver or consent shall (A) waive any Default or Event of Default for purposes of Section 4.02(b), (B) amend, change, waive, discharge or terminate Sections- 4.02 or 8.01 in a manner adverse to the Revolving Lenders or (C) amend, change, waive, discharge or terminate this clause (x);

(xi) unless also signed by Lenders (other than Defaulting Lenders) holding in the aggregate at least a majority of the aggregate Outstanding Amount of the Term Loans entitled to receive prepayments pursuant to Section 2.06(b), no such amendment, waiver or consent shall (A) amend, change, waive, discharge or terminate Section 2.06(b)(v) so as to alter the manner of application of proceeds of any mandatory prepayment required by Section 2.06(b)(ii), (iii) or (iv) (other than to allow the proceeds of such mandatory prepayments to be applied ratably with other Term Loans under this Agreement) or (B) amend, change, waive, discharge or terminate this clause (xi) (other than to provide Lenders of other Term Loans with proportional rights under this clause (xi));

(xii) unless in writing and signed by each L/C Issuer in addition to the Lenders required above, no amendment, waiver or consent shall affect the rights or duties of the L/C Issuers under this Agreement or any Issuer Document relating to any Letter of Credit issued or to be issued by it;

(xiii) unless in writing and signed by the Swing Line Lender in addition to the Lenders required above, no amendment, waiver or consent shall affect the rights or duties of the Swing Line Lender under this Agreement;

(xiv) unless in writing and signed by the Administrative Agent in addition to the Lenders required above, no amendment, waiver or consent shall affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document;

(xv) without the prior written consent of each Lender directly and adversely affected thereby, subordinate, or have the effect of subordinating, the Obligations hereunder to any other Indebtedness or other obligation; and

(xvi) without the prior written consent of each Lender, release any Borrower as a Guarantor of the Obligations of the other Borrowers.

(b) Notwithstanding anything to the contrary in this Section 10.01:

(i) any amendment, waiver or consent with respect to (A) Section 7.11 (or any defined term or component defined term used therein) or any Default or Event of Default or exercise of remedies by the Required Pro Rata Facilities Lenders in respect or as a result thereof, (B) the second proviso in Section 8.01(b), (C) clause (a) of Section 8.02 or (D) the parenthetical provisions referencing Section 7.11 in Section 10.03 will not require the consent of the Required Lenders but shall be effective if, and only if, signed by the Required Pro Rata Facilities Lenders and the Loan Parties and acknowledged by the Administrative Agent;

(ii) each Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto.

(iii) any amendment, waiver or consent with respect to the definitions of "Letter of Credit Sublimit", "Swing Line Sublimit", "Euro Swing Line Sublimit" (except pursuant to Section 2.05(g)) and "U.S. Dollar Swing Line Sublimit" (except pursuant to Section 2.05(g)), Section 1.06, Section 2.03, Section 2.05 and Section 2.15 will not require the consent of the Required Lenders but shall be effective if, and only if, signed by the Required Revolving Lenders, the Loan Parties and any party whose consent is required pursuant to clauses (a)(viii), (a)(ix), (a)(xii), (a)(xiii) or (a)(xiv) above and acknowledged by the Administrative Agent;

(iv) only the written consent of the Administrative Agent and the Loan Parties shall be required to amend this Agreement solely to implement requirements reasonably deemed necessary by the Administrative Agent to add a Designated Borrower hereunder or to obtain pledges of Equity Interests in Non-U.S. Obligors in accordance with this Agreement (including pursuant to additional Collateral Documents);

(v) an Incremental Facility Amendment shall be effective if signed only by Company (and any other applicable Borrower), the Administrative Agent and each Person that agrees to provide a portion of the applicable Incremental Facility;

(vi) no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that (A) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (B) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender;

(vii) each Lender is entitled to vote as such Lender sees fit on any bankruptcy reorganization plan that affects the Loans, and each Lender acknowledges that the provisions of Section 1126(c) of the Bankruptcy Code supersedes the unanimous consent provisions set forth herein;

(viii) the Required Lenders shall determine whether or not to allow a Loan Party to use cash collateral in the context of a bankruptcy or insolvency proceeding and such determination shall be binding on all of the Lenders;

(ix) this Agreement may be amended with the written consent of only the Company, the Administrative Agent, the L/C Issuers and the Lenders obligated to make Credit Extensions in Alternative Currencies to amend the definition of "Alternative Currency", "Alternative Currency Daily Rate" or "Alternative Currency Term Rate" solely to add additional currency options and the applicable interest rate with respect thereto, in each case solely to the extent permitted pursuant to Section 1.06;

(x) [reserved];

(xi) this Agreement may be amended and restated in accordance with this Section 10.01 but without the consent of a specific Lender if, upon giving effect to such amendment and restatement, such Lender shall no longer be a party to this Agreement (as so amended and restated), the Commitments of such Lender shall have terminated, such Lender shall have no other commitment or other obligation hereunder and shall have been paid in full all principal, interest and other amounts then owing to it or then accrued for its account under this Agreement; and

(xii) only the written consent of the Administrative Agent and the Company shall be required to amend, modify or supplement this Agreement or any other Loan Document to cure or correct administrative errors or omissions, any ambiguity, omission, defect or inconsistency or to effect administrative changes or to extend an existing Lien over additional property, and such amendment shall become effective without any further consent of any other party to such Loan Document so long as (A) such amendment, modification or supplement does not adversely affect the rights of any Lender or other holder of Obligations in any material respect and (B) the Lenders shall have received at least five (5) Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five (5) Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment.

(c) In addition, notwithstanding anything to the contrary in this Section 10.01, the Company may, by written notice to the Administrative Agent from time to time, make one or more offers (each, a "Loan Modification Offer") to all the Lenders holdings Commitments and/or Loans of a particular class or tranche to make one or more amendments or modifications to (i) allow the maturity of such Commitments or Loans of the accepting Lenders to be extended, (ii) modify the Applicable Rate and/or fees payable with respect to such Loans and Commitments of the accepting Lenders, (iii) modify any covenants or other provisions or add new covenants or provisions that are agreed between the Company, the Administrative Agent and the Accepting Lenders; provided that such modified or new covenants and provisions are applicable only during periods after the latest Maturity Date that is in effect on the effective date of such amendment, and (iv) any other amendment to a Loan Document required to give effect to the amendments described in clauses (i), (ii) and (iii) of this paragraph ("Permitted Amendments", and any amendment to this Agreement to

implement Permitted Amendments, a "Loan Modification Agreement") pursuant to procedures reasonably specified by the Administrative Agent and reasonably acceptable to the Company. Such notice shall set forth (x) the terms and conditions of the requested Permitted Amendments and (y) the date on which such Permitted Amendments are requested to become effective. Permitted Amendments shall become effective only with respect to the applicable class or tranche of Commitments and/or Loans of the Lenders that accept the applicable Loan Modification Offer (such Lenders, the "Accepting Lenders") and, in the case of any Accepting Lender, only with respect to such Lender's Commitments and/or Loans as to which such Lender's acceptance has been made. The Company, each other Borrower and each Accepting Lender shall execute and deliver to the Administrative Agent a Loan Modification Agreement and such other documentation as the Administrative Agent shall reasonably specify to evidence the acceptance of the Permitted Amendments and the terms and conditions thereof, and the Loan Parties shall also deliver such resolutions, opinions and other documents as reasonably requested by the Administrative Agent. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Loan Modification Agreement. Each of the parties hereto hereby agrees that (1) upon the effectiveness of any Loan Modification Agreement, this Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the existence and terms of the Permitted Amendments evidenced thereby and only with respect to the applicable class or tranche of Commitments and Loans of the Accepting Lenders as to which such Lenders' acceptance has been made, (2) any applicable Lender who is not an Accepting Lender may be replaced by the Company in accordance with Section 10.13, and (3) to the extent relating to Revolving Commitments and Revolving Loans, the Administrative Agent and the Company shall be permitted to make any amendments or modifications to any Loan Documents necessary to allow any borrowings, prepayments, participations in Letters of Credit and Swing Line Loans and commitment reductions to be ratable across each class of Revolving Commitments the mechanics for which may be implemented through the applicable Loan Modification Agreement and may include technical changes related to the borrowing and repayment procedures of the Lenders; provided that with the consent of the Accepting Lenders such prepayments and commitment reductions and reductions in participations in Letters of Credit and Swing Line Loans may be applied on a non-ratable basis to the class of non-Accepting Lenders.

(d) In addition, notwithstanding anything to the contrary in this Section 10.01, this Agreement and any other Loan Document may be amended with only the consent of the Company and the Administrative Agent solely to the extent necessary to incorporate jurisdiction-specific provisions deemed reasonably necessary or appropriate by the Company, the Administrative Agent and their respective legal counsel in connection with the joinder of any Subsidiary as a Guarantor in accordance with the terms of Section 6.14 and the granting of security interests by such Subsidiary in accordance with the terms of Section 6.15.

10.02 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in clause (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 or electronic mail as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Company or any other Loan Party, the Administrative Agent, an L/C Issuer or the Swing Line Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire (including, as appropriate, notices delivered solely to the Person designated by a Lender on its Administrative Questionnaire then in effect for the delivery of notices that may contain material non-public information relating to the Company).

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in clause (b) below, shall be effective as provided in such clause (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuers hereunder may be delivered or furnished by electronic communication (including e-mail, FpML messaging, and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or any L/C Issuer pursuant to Article II if such Lender or such L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, the Swing Line Lender, any L/C Issuer or the Company may each, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii), if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice, email or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "Agent Parties") have any liability to any Borrower, any Lender, any L/C Issuer or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Company's, any Loan Party's or the Administrative Agent's transmission of Borrower Materials or notices through the platform, any other electronic platform or electronic messaging service, or through the Internet, except to the extent such losses, claims, damages, liabilities or expenses are determined by a court of competent

jurisdiction by final and nonappealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Agent Party; provided that in no event shall any Agent Party have any liability to any Borrower or any Subsidiary, any Lender, any L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrowers, the Administrative Agent, each L/C Issuer and the Swing Line Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Company, the Administrative Agent, the L/C Issuers and the Swing Line Lender. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Company or its securities for purposes of United States federal or state securities laws.

(e) Reliance by Administrative Agent, L/C Issuer and Lenders. The Administrative Agent, the L/C Issuers and the Lenders shall be entitled to rely and act upon any notices (including telephonic notices, Loan Notices, Letter of Credit Applications and Swing Line Loan Notices) purportedly given by or on behalf of any Loan Party even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Company shall indemnify the Administrative Agent, each L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of any Loan Party, except to the extent that such losses, costs, expenses or liabilities are determined by a court of competent jurisdiction in a final and non-appealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of, or material breach of this Agreement or any other Loan Document by, the Administrative Agent, such L/C Issuer or such Lender, or, in each case, any of its Related Parties, or, such Related Party, as applicable. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

10.03 No Waiver; Cumulative Remedies; Enforcement. No failure by any Lender, any L/C Issuer or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan

Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 8.02 for the benefit of all the Lenders and all the L/C Issuers (or in its own name as creditor of Parallel Debt, as applicable); provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) any L/C Issuer or the Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as L/C Issuer or Swing Line Lender, as the case may be) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 10.08 (subject to the terms of Section 2.14), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 (or, in the case of any Event of Default arising from a breach of Section 7.11, the Required Pro Rata Facilities Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 8.02 with respect to the Aggregate Revolving Commitments, the Term A Loan, the Incremental Tranche A Term Loans and the Obligations in respect thereof) and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.14, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders (or, in the case of any Event of Default arising from a breach of Section 7.11, any Lender with a Revolving Commitment, Revolving Credit Exposure, a Term A Loan or an Incremental Tranche A Term Loan may, with the consent of the Required Pro Rata Facilities Lenders, enforce any rights and remedies available to it with respect to the Aggregate Revolving Commitments, the Term A Loan, the Incremental Tranche A Term Loans and the Obligations in respect thereof and as authorized by the Required Pro Rata Facilities Lenders).

10.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Company shall pay (i) all reasonable and documented out-of-pocket fees and expenses incurred by the Administrative Agent, Bank of America in its capacity as an Arranger, Bank of America in its capacity as L/C Issuer and their respective Affiliates (but limited, in the case of legal fees and expenses, to the reasonable and documented and invoiced fees and expenses of one firm of counsel to the Administrative Agent, Bank of America in its capacity as an Arranger, Bank of America in its capacity as L/C Issuer and their respective Affiliates, taken as a whole, in each of the United States, Canada, the Netherlands and Luxembourg and, if necessary, one firm of regulatory counsel and one firm of local counsel in each other applicable material jurisdiction (which may be a single firm for multiple jurisdictions) to all such Persons, taken as a whole (and except allocated costs of in-house counsel) (and, in the case of an actual or perceived conflict of interest between or among such Persons, of another firm of primary counsel, another firm of regulatory counsel and another firm of local counsel in each applicable material jurisdiction for all such affected Persons taken as a whole, repeated until no such actual or perceived conflict exists among such Persons taken as a whole)), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by each L/C Issuer in connection with the issuance, amendment, renewal, reinstatement or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Lender or any L/C Issuer (but limited, in the case of legal fees and expenses, to the reasonable and documented and invoiced fees and expenses of one firm of counsel to the Administrative Agent, the Arrangers, the Lenders, the

L/C Issuers and their respective Affiliates, taken as a whole, in each of the United States, Canada, the Netherlands and Luxembourg and, if necessary, one firm of regulatory counsel and one firm of local counsel in each other applicable jurisdiction (which may be a single firm for multiple jurisdictions) to all such Persons, taken as a whole (and except allocated costs of in-house counsel) (and, in the case of an actual or perceived conflict of interest between or among such Persons, of another firm of primary counsel, another firm of regulatory counsel and another firm of local counsel in each applicable jurisdiction for all such affected Persons taken as a whole, repeated until no such actual or perceived conflict exists among such Persons taken as a whole)) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Company. The Company and each other Loan Party shall indemnify the Administrative Agent (and any sub-agent thereof or delegate, administrator or receiver appointed by the Administrative Agent pursuant to the terms of the Loan Documents), each Arranger, each Lender and each L/C Issuer, 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, liabilities and related reasonable, documented and invoiced out-of-pocket expenses (limited, in the case of legal fees and expenses, to one firm of counsel for all Indemnitees taken as a whole in each of the United States, Canada, the Netherlands and Luxembourg and, if necessary, one firm of regulatory counsel and one firm of local counsel in each other applicable material jurisdiction (which may be a single firm for multiple material jurisdictions) for all Indemnitees taken a as a whole (and, in the case of an actual or perceived conflict of interest, of another firm of primary counsel, another firm of regulatory counsel and another firm of local counsel in each applicable material jurisdiction for all such affected Indemnitees taken as a whole, repeated until no such actual or perceived conflict exists among such Persons taken as a whole) (in each case, excluding allocated costs of in-house counsel)), incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Company or any other Loan Party) arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby (including, without limitation, the Indemnitees' reliance on any Communication executed using an Electronic Signature, or in the form of an Electronic Record), the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents (including in respect of any matters addressed in Section 3.01), (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by an L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by a Loan Party or any of its Subsidiaries, or any Environmental Liability related in any way to a Loan Party 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, whether brought by a third party or by the Company or any other Loan Party, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related reasonable, documented and invoiced out-of-pocket expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from (a) the gross negligence, bad faith or willful misconduct of such Indemnitee or any of its Related Indemnified Parties or (b) a material breach of such Indemnitee's obligations (or any

of its Related Indemnified Parties' obligations) hereunder or under any other Loan Document, (y) arise solely out of, or result from, a claim, litigation, investigation or proceeding brought by one Indemnitee against another Indemnitee except to the extent such claim (1) involves any action or inaction by the Company or any Subsidiary or (2) relates to any action or inaction of such Indemnitee in its capacity as Administrative Agent (or any sub-agent thereof), Arranger or similar title (including, without limitation, arranger, bookrunner, syndication agent, documentation) or (z) relates to any settlement entered into by such Indemnitee without the Company's written consent (such consent not to be unreasonably withheld or delayed); provided that if such settlement is reached with the Company's written consent, or if there is a final and non-appealable judgment by a court of competent jurisdiction in any related proceeding, the Company and each other Loan Party agrees to indemnify and hold harmless each Related Indemnified Party in the manner and to the extent set forth above; provided, further that the Company shall be deemed to have consented to any such settlement unless the Company shall object thereto by written notice to the applicable Related Indemnified Party within ten (10) Business Days after having received notice thereof. Without limiting the provisions of Section 3.01(c), this Section 10.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Company and the other Loan Parties for any reason fail to indefeasibly pay any amount required under clauses (a) or (b) of this Section 10.04 to be paid by it to the Administrative Agent (or any sub-agent thereof), any L/C Issuer, the Swing Line Lender or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such L/C Issuer, the Swing Line Lender or such Related Party, 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 based on each Lender's share of the Total Credit Exposure at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender), such payment to be made severally among them based on such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought), provided further that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), or such L/C Issuer or the Swing Line Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), such L/C Issuer or the Swing Line Lender in connection with such capacity. The obligations of the Lenders under this clause (c) are subject to the provisions of Section 2.13(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, no party hereto shall assert, and each party hereto hereby waives, and acknowledges that no other Person shall have, any claim against any party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof; provided that nothing contained in this clause (d) shall limit the Company's or any other Loan Party's indemnification obligations set forth above to the extent such special, indirect, consequential or punitive damages are included in any third party claim in connection with which such Indemnitee is entitled to indemnification hereunder. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting

from the gross negligence, bad faith or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(e) Payments. All amounts due under this Section shall be payable not later than ten (10) Business Days after demand therefor.

(f) Survival. The agreements in this Section and the indemnity provisions of Section 10.02(e) shall survive the resignation of the Administrative Agent, an L/C Issuer and the Swing Line Lender, the replacement of any Lender, the termination of the Aggregate Commitments, and the repayment, satisfaction or discharge of all the other Obligations.

10.05 Payments Set Aside. To the extent that any payment by or on behalf of any Loan Party is made to the Administrative Agent, any L/C Issuer or any Lender, or the Administrative Agent, any L/C Issuer or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender and each L/C Issuer severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the applicable Overnight Rate from time to time in effect, in the applicable currency of such recovery or payment. The obligations of the Lenders and the L/C Issuers under clause (b) of the preceding sentence shall survive the payment in full of the Obligations and the termination of this Agreement.

10.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither the Company nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder (other than to the extent expressly permitted under Section 2.15(c) or, in the case of the Company or any other Loan Party, Section 7.04) except (i) to an assignee in accordance with the provisions of clause (b) of this Section 10.06, (ii) by way of participation in accordance with the provisions of clause (d) of this Section 10.06, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of clause (f) of this Section 10.06 (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in clause (d) of this Section 10.06 and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuers and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans (including for purposes of this clause (b), participations in L/C Obligations and in Swing Line Loans) at the time owing to it); provided that (in each case

with respect to any credit facility hereunder) any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it (in each case with respect to any credit facility provided hereunder) or contemporaneous assignments to related Approved Funds (determined after giving effect to such Assignments) that equal at least the amount specified in clause (b)(i)(B) of this Section 10.06 in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in clause (b)(i)(A) of this Section 10.06, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than $5,000,000 in the case of any assignment in respect of the Revolving Facility, or $1,000,000, in the case of any assignment in respect of the Term Facility unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Company otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Commitment assigned, except that this clause (ii) shall not (A) apply to the Swing Line Lender's rights and obligations in respect of Swing Line Loans or (B) prohibit any Lender from assigning all or a portion of its rights and obligations among the revolving credit facility or term loan facilities provided hereunder on a non-*pro rata* basis;

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by clause (b)(i)(B) of this Section 10.06 and, in addition:

(A) the consent of the Company (such consent not to be unreasonably withheld or delayed) shall be required unless (1) an Event of Default has occurred and is continuing at the time of such assignment or (2) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Company shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received written notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments in respect of (1) any unfunded commitment to a term loan facility provided hereunder or any Revolving Commitment if such assignment is to a Person that is not a Lender with a Commitment in respect of the applicable credit facility subject to such

assignment, an Affiliate of such Lender or an Approved Fund with respect to such Lender or (2) any Term Facility to a Person that is not a Lender, an Affiliate of a Lender or an Approved Fund;

(C) the consent of each L/C Issuer (such consent not to be unreasonably withheld or delayed) shall be required for any assignment that increases the obligation of the assignee to participate in exposure under one or more Letters of Credit (whether or not then outstanding); and

(D) the consent of the Swing Line Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment in respect of Revolving Loans and Revolving Commitments.

(iv) Assignment and Assumption. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made (A) to the Company or any of the Company's Affiliates or Subsidiaries, (B) to any Defaulting Lender or any of its Subsidiaries or to any Disqualified Institution, or to any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (B), or (C) to a natural Person (or to a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person).

(vi) No Assignment Resulting in Additional Indemnified Taxes, etc. Without the written consent of the Company, no such assignment shall be made to any Person that, on the effective date of such assignment, through its Lending Offices, (A) is not capable of lending to the Borrowers without the imposition of any additional Taxes or Mandatory Costs that would require indemnification payments by any of the Borrowers under this Agreement or (B) is not capable of lending in the Alternative Currencies or at the applicable interest rates.

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Company and the Administrative Agent, the applicable *pro rata* share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, any L/C Issuer or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full *pro rata* share of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its Applicable Percentage. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall

become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to clause (c) of this Section 10.06, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3.01, 3.04, 3.05, and 10.04 with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender. Upon request, each Borrower (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with clause (d) of this Section 10.06.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of the Borrowers (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office a copy of each Assignment and Assumption delivered to it (or the equivalent thereof in electronic form) and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. 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.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, any Borrower, the Administrative Agent or any L/C Issuer, sell participations to any Person (other than a natural Person, or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural Person, a Defaulting Lender or the Company or any of the Company's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line Loans) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Administrative Agent, the Lenders and the L/C Issuers shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 10.04(c) without regard to the existence of any participation.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such

agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Sections 10.01(a)(i) through Section 10.01(a)(ix) that directly affects such Participant. Subject to clause (e) of this Section 10.06, each Borrower agrees that each Participant shall be entitled to the benefits of Sections 3.01, 3.04 and 3.05 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to clause (b) of this Section 10.06 (it being understood that the documentation required under Section 3.01(e) shall be delivered to the Lender who sells the participation); provided that such Participant (A) agrees to be subject to the provisions of Sections 3.06 and 10.13 as if it were an assignee under clause (b) of this Section 10.06 and (B) shall not be entitled to receive any greater payment under Sections 3.01 or 3.04, with respect to any participation, than the Lender from whom it acquired the applicable participation would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Company's request and expense, to use reasonable efforts to cooperate with the Company to effectuate the provisions of Section 3.06 with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.14 as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Company, 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, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Limitation on Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Company's request and expense, to use reasonable efforts to cooperate with the Company to effectuate the provisions of Section 3.06(b) with respect to any Participant. A Participant that would be a Non-U.S. Lender if it were a Lender shall not be entitled to the benefits of Section 3.01 unless the Company is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers, to comply with Section 3.01(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Resignation as L/C Issuer or Swing Line Lender after Assignment. Notwithstanding anything to the contrary contained herein, if at any time any Lender acting as an L/C Issuer or Swing Line Lender assigns all of its Revolving Commitment and Revolving Loans pursuant to clause (b) above, such L/C Issuer or Swing Line Lender may, (i) upon thirty (30) days' prior written notice to the Administrative Agent, the Company and the Lenders, resign as an L/C Issuer and/or (ii) upon thirty (30) days' prior written notice to the Company, resign as Swing Line Lender. In the event of any such resignation as L/C Issuer or Swing Line Lender, the Company shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender hereunder; provided, however, that no failure by the Company to appoint any such successor shall affect the resignation of such lender as L/C Issuer or Swing Line Lender, as the case may be. If any Lender resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of an L/C Issuer hereunder with respect to all Letters of Credit issued by it and outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Base Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c)). If any Lender resigns as Swing Line Lender, it shall retain all the rights of the Swing Line Lender provided for hereunder with respect to Swing Line Loans made by it and outstanding as of the effective date of such resignation, including the right to require the Lenders to make Base Rate Loans or fund risk participations in outstanding Swing Line Loans pursuant to Section 2.05(c). Upon the appointment of a successor L/C Issuer and/or Swing Line Lender (with the consent of such Lender), (1) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer or Swing Line Lender, as the case may be, and (2) the successor L/C Issuer shall issue letters of credit in substitution for the applicable Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to such resigning L/C Issuer to effectively assume the obligations of such resigning L/C Issuer with respect to such Letters of Credit.

(h) Disqualified Institutions.

(i) Notwithstanding anything to the contrary set forth in this Section 10.06, no assignment or, to the extent the DQ List has been posted on the Platform for all Lenders, participation shall be made to any Person that was a Disqualified Institution as of the date (the "Trade Date") on which the applicable Lender entered into a binding agreement to sell and assign or participate all or a portion of its rights and obligations under this Agreement to such Person (unless the Company has consented to such assignment as otherwise contemplated by this Section 10.06, in which case such Person will not be considered a Disqualified Institution for the purpose of such assignment or participation). For the avoidance of doubt, with respect to any assignee or participant that becomes a Disqualified Institution after the applicable Trade Date (including as a result of the delivery of a notice pursuant to, and/or the expiration of the notice period referred to in, the definition of "Disqualified Institution"), such assignee shall not retroactively be considered a Disqualified Institution. Any assignment in violation of this clause (h)(i) shall not be void, but the other provisions of this clause (h) shall apply.

(ii) If any assignment or participation is made to any Disqualified Institution without the Company's prior consent in violation of clause (i) above, the Company may, at its sole expense and effort, upon notice to the applicable Disqualified Institution and the Administrative Agent, (A) terminate any Revolving Commitment of such Disqualified Institution and repay (or cause the other Borrowers to repay) all obligations of the Borrowers owing to such Disqualified Institution in connection with such Revolving Commitment, (B) in the case of outstanding Term Loans held by Disqualified Institutions, prepay such Term Loan by paying the lesser of (x) the principal amount thereof and (y) the

amount that such Disqualified Institution paid to acquire such Term Loans, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder and under the other Loan Documents and/or (C) require such Disqualified Institution to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in this Section 10.06), all of its interest, rights and obligations under this Agreement and related Loan Documents to an Eligible Assignee that shall assume such obligations at the lesser of (x) the principal amount thereof and (y) the amount that such Disqualified Institution paid to acquire such interests, rights and obligations, in each case plus accrued interest, accrued fees and all other amounts (other than principal amounts) payable to it hereunder and other the other Loan Documents; provided that (i) the Company or the assigning Disqualified Institution shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 10.06(b), (ii) such assignment does not conflict with applicable Laws and (iii) in the case of clause (B), the Borrowers shall not use the proceeds from any Loans to prepay Term Loans held by Disqualified Institutions.

(iii) Notwithstanding anything to the contrary contained in this Agreement, Disqualified Institutions (A) will not (x) have the right to receive information, reports or other materials provided to Lenders by the Company, the Administrative Agent or any other Lender, (y) attend or participate in meetings attended by the Lenders and the Administrative Agent, or (z) access any electronic site established for the Lenders or confidential communications from counsel to or financial advisors of the Administrative Agent or the Lenders and (B) (x) for purposes of any consent to any amendment, waiver or modification of, or any action under, and for the purpose of any direction to the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) under this Agreement or any other Loan Document, each Disqualified Institution will be deemed to have consented in the same proportion as the Lenders that are not Disqualified Institutions consented to such matter, and (y) for purposes of voting on any plan of reorganization or plan of liquidation pursuant to any Debtor Relief Laws ("Plan of Reorganization"), each Disqualified Institution party hereto hereby agrees (1) not to vote on such Plan of Reorganization, (2) if such Disqualified Institution does vote on such Plan of Reorganization notwithstanding the restriction in the foregoing clause (1), such vote will be deemed not to be in good faith and shall be "designated" pursuant to Section 1126(e) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws), and such vote shall not be counted in determining whether the applicable class has accepted or rejected such Plan of Reorganization in accordance with Section 1126(c) of the Bankruptcy Code (or any similar provision in any other Debtor Relief Laws) and (3) not to contest any request by any party for a determination by any applicable court of competent jurisdiction effectuating the foregoing clause (2).

(iv) The Administrative Agent shall have the right, and the Company hereby expressly authorizes the Administrative Agent, to (A) post the list of Disqualified Institutions provided by the Company and any updates thereto from time to time (collectively, the "DQ List") on the Platform, including that portion of the Platform that is designated for "public side" Lenders or (B) provide the DQ List to each Lender requesting the same.

(i) Preservation of Lien. In the event of a transfer, assignment, novation or amendment of the rights and/or the obligations under this Agreement and any other Loan Documents all Liens created under or in connection with the Security Agreements shall automatically and without any formality be preserved for the benefit of the Administrative Agent,

any successor Administrative Agent and the other Secured Parties for the purpose of the provisions of articles 1278 to 1281 of the Luxembourg Civil Code or any other purposes (and, to the extent applicable, any similar provisions of foreign law). The Administrative Agent, the other Secured Parties and each of the Company and the Subsidiaries hereby expressly confirm the preservation of the Collateral and of the Security Agreement in case of assignment, novation, amendment or any other transfer or change of the obligations expressed to be secured by the Collateral (including an extension of the term or an increase of the amount of such obligations the granting of additional credit) or of any change of any of the parties (including pursuant to this section) to this Agreement or any other Loan Document.

10.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuers agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates, its auditors and its and its Affiliates' respective Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), in which case the Administrative Agent, such Lender or such L/C Issuer shall (i) except with respect to any audit or examination conducted by accountants or any governmental, regulatory, or self-regulatory authority exercising examination or regulatory authority, to the extent practicable and permitted by Law, notify the Company promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such Information disclosed is accorded confidential treatment, (c) to the extent required by applicable Laws, by any compulsory legal process or pursuant to the order of any court or administrative agency in any pending legal, judicial or administrative proceeding, in which case the Administrative Agent, such Lender or such L/C Issuer shall (i) notify the Company of the proposed disclosure in advance to the extent not prohibited by Law, compulsory legal process or the applicable administrative agency, provided if the Administrative Agent, such Lender or such L/C Issuer is prohibited from notifying the Company in advance of such disclosure, such notice shall be delivered promptly thereafter to the extent practicable and permitted by Law and (ii) use commercially reasonable efforts to ensure that any such Information disclosed is accorded confidential treatment, (d) to any other party hereto, provided that no material non-public information with respect to the Company or its Affiliates, or the respective securities of any of the foregoing, may be disclosed to any Public Lender, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section (it being understood and agreed that any "click through" confidentiality agreement used on SyndTrak is acceptable to the parties hereto for purposes of satisfying the requirements of the exception contemplated in this clause (f)), to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement or any Eligible Assignee invited to be a Lender pursuant to Section 2.16 or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to any of the Borrowers and their obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the Company or its Subsidiaries or the credit facilities provided hereunder or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers or other market identifiers with respect to the credit facilities provided hereunder, (h) with the prior written consent of the Company, or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, any L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than the Company; provided that in no event shall any disclosure of Information be made to any Disqualified Institution. In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service

providers to the Administrative Agent and the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Commitments.

For purposes of this Section, "Information" means all information received from the Company or any Subsidiary relating to the Company or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or any L/C Issuer on a nonconfidential basis prior to disclosure by the Company or any Subsidiary. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Each of the Administrative Agent, the Lenders and the L/C Issuers acknowledges that (a) the Information may include material non-public information concerning the Company or a Subsidiary, as the case may be, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States federal and state securities Laws.

10.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, each L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, such L/C Issuer or any such Affiliate to or for the credit or the account of the Company or any other Loan Party against any and all of the obligations of the Company or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or such L/C Issuer or their respective Affiliates, irrespective of whether or not such Lender, L/C Issuer or Affiliate shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Company or such Loan Party may be contingent or unmatured or are owed to a branch, office or Affiliate of such Lender or such L/C Issuer different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness; provided, that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.18 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the L/C Issuers and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, each L/C Issuer and their respective Affiliates under this Section 10.08 are in addition to other rights and remedies (including other rights of setoff) that such Lender, such L/C Issuer or their respective Affiliates may have. Each Lender and each L/C Issuer agrees to notify the Company and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.09 Interest Rate Limitation. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (including, without limitation, the Criminal Code (Canada)) (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Company. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the

effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

10.10 Integration; Effectiveness. This Agreement, the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent or any L/C Issuer, 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 Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto.

10.11 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder (other than contingent indemnification obligations for which no claim or demand has been made) shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

10.12 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 10.12, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the applicable L/C Issuer or the Swing Line Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

10.13 Replacement of Lenders. If the Company is entitled to replace a Lender pursuant to the provisions of Section 3.06, or if any Lender is a Defaulting Lender or a Non-Consenting Lender, then the Company may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10.06), all of its interests, rights (other than its existing rights to payments pursuant to Sections 3.01 and 3.04) and obligations under this Agreement and the related Loan Documents to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(a) the Company shall have paid (or caused a Borrower to pay) to the Administrative Agent the assignment fee (if any) specified in Section 10.06(b);

(b) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 3.05) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Company or applicable Borrower (in the case of all other amounts);

(c) in the case of any such assignment resulting from a claim for compensation under Section 3.04 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments thereafter;

(d) such assignment does not conflict with applicable Laws; and

(e) in the case of an assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Company to require such assignment and delegation cease to apply.

Each party hereto agrees that (a) an assignment required pursuant to this Section 10.13 may be effected pursuant to an Assignment and Assumption executed by the Company, the Administrative Agent and the assignee and (b) the Lender required to make such assignment need not be a party thereto in order for such assignment to be effective and shall be deemed to have consented to and be bound by the terms thereof; provided that, following the effectiveness of any such assignment, the other parties to such assignment agree to execute and deliver such documents necessary to evidence such assignment as reasonably requested by the applicable Lender; provided, further that any such documents shall be without recourse to or warranty by the parties thereto.

Notwithstanding anything in this Section 10.13 to the contrary, (i) any Lender that acts as an L/C Issuer may not be replaced hereunder at any time it has any Letter of Credit outstanding hereunder unless arrangements satisfactory to such Lender (including the furnishing of a backstop standby letter of credit in form and substance, and issued by an issuer, reasonably satisfactory to such L/C Issuer or the depositing of Cash Collateral into a Cash Collateral account in amounts and pursuant to arrangements reasonably satisfactory to such L/C Issuer) have been made with respect to such outstanding Letter of Credit and (ii) the Lender that acts as the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 9.06.

10.14 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT (EXCEPT, AS TO ANY OTHER LOAN DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) ATTORNEY. EACH PARTY ACKNOWLEDGES AND ACCEPTS THAT, IF A PARTY IS REPRESENTED BY AN ATTORNEY IN CONNECTION WITH THE SIGNING AND/OR EXECUTION OF THIS AGREEMENT OR ANY OTHER AGREEMENT, DEED OR DOCUMENT REFERRED TO IN THIS AGREEMENT OR MADE PURSUANT TO THIS AGREEMENT, AND THE POWER OF ATTORNEY IS GOVERNED BY DUTCH LAW, THAT THE EXISTENCE AND EXTENT OF THE ATTORNEY'S AUTHORITY AND THE EFFECTS

OF THE ATTORNEY'S EXERCISE OR PURPORTED EXERCISE OF ITS AUTHORITY SHALL BE GOVERNED BY DUTCH LAW.

(c) SUBMISSION TO JURISDICTION. THE COMPANY AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST THE ADMINISTRATIVE AGENT, ANY LENDER, ANY L/C ISSUER, OR ANY RELATED PARTY OF THE FOREGOING IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE COMPANY OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(d) WAIVER OF VENUE. THE COMPANY AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(e) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

10.15 Service of Process on the Borrowers. Each Borrower hereby irrevocably designates, appoints and empowers the Company, and successors as the designee, appointee and agent of such Borrower to receive, accept and acknowledge, for and on behalf of such Borrower and its properties, service of any and all legal process, summons, notices and documents which may be served in such action, suit or proceeding relating to this Agreement or the Loan Documents in the case of the courts of the Southern District of New York or of the courts of the State of New York sitting in the city of New York, which

service may be made on any such designee, appointee and agent in accordance with legal procedures prescribed for such courts. Each Borrower agrees to take any and all action necessary to continue such designation in full force and effect and should such designee, appointee and agent become unavailable for this purpose for any reason, such Borrower will forthwith irrevocably designate a new designee, appointee and agent, which shall irrevocably agree to act as such, with the powers and for purposes specified in this Section 10.15. Each Borrower further irrevocably consents and agrees to service of any and all legal process, summons, notices and documents out of any of the aforesaid courts in any such action, suit or proceeding relating to this Agreement or the other Loan Documents delivered to such Borrower in accordance with this Section 10.15 or to its then designee, appointee or agent for service. If service is made upon such designee, appointee and agent, a copy of such process, summons, notice or document shall also be provided to the applicable Borrower at the address specified in Section 10.02 by registered or certified mail, or overnight express air courier; provided that failure of such holder to provide such copy to such Borrower shall not impair or affect in any way the validity of such service or any judgment rendered in such action or proceedings. Each Borrower agrees that service upon such Borrower or any such designee, appointee and agent as provided for herein shall constitute valid and effective personal service upon such Borrower with respect to matters contemplated in this Section 10.15 and that the failure of any such designee, appointee and agent to give any notice of such service to such Borrower shall not impair or affect in any way the validity of such service or any judgment rendered in any action or proceeding based thereon. Nothing herein shall, or shall be construed so as to, limit the right of the Administrative Agent or the Lenders to bring actions, suits or proceedings with respect to the obligations and liabilities of each Borrower under, or any other matter arising out of or in connection with, this Agreement, or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, in the courts of whatever jurisdiction in which the respective offices of the Administrative Agent or the Lenders may be located or assets of such Borrower may be found or as otherwise shall to the Administrative Agent or the Lenders seem appropriate, or to affect the right to service of process in any jurisdiction in any other manner permitted by law.

10.16 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.17 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Company and each other Loan Party acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent**,** the Arrangers and the Lenders are arm's-length commercial transactions between the Company, each other Loan Party and their respective Affiliates, on the one hand, and the Administrative Agent, the Arrangers and the Lenders, on the other hand, (B) each of the Company and the other Loan Parties has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Company and each other Loan Party is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, the

Arrangers and the Lenders each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Company, any other Loan Party or any of their respective Affiliates, or any other Person and (B) neither the Administrative Agent, any of the Arrangers nor any Lender has any obligation to the Company, any other Loan Party or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, the Arrangers, the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, the other Loan Parties and their respective Affiliates, and neither the Administrative Agent, any of the Arrangers nor any Lender has any obligation to disclose any of such interests to the Company, any other Loan Party or any of their respective Affiliates. To the fullest extent permitted by law, each of the Company and each other Loan Party hereby waives and releases any claims that it may have against the Administrative Agent, the Arrangers or any Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

10.18 Electronic Execution; Electronic Records; Counterparts. This Agreement, any Loan Document and any other Communication, including Communications required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the Loan Parties and each of the Administrative Agent and each Credit Party agrees that any Electronic Signature on or associated with any Communication shall be valid and binding on such Person to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of such Person enforceable against such Person in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance of a manually signed paper Communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed Communication converted into another format, for transmission, delivery and/or retention. The Administrative Agent and each of the Credit Parties may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record ("Electronic Copy"), which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, neither the Administrative Agent, any L/C Issuer nor Swing Line Lender is under any obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by such Person pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Administrative Agent, any L/C Issuer and/or Swing Line Lender has agreed to accept such Electronic Signature, the Administrative Agent and each of the Credit Parties shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of any Loan Party and/or any Credit Party without further verification and (b) upon the request of the Administrative Agent or any Credit Party, any Electronic Signature shall be promptly followed by such manually executed counterpart.

Neither the Administrative Agent, any L/C Issuer nor the Swing Line Lender shall be responsible for or have any duty to ascertain or inquire into the sufficiency, validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document (including, for the avoidance of doubt, in connection with the Administrative Agent's, any L/C Issuer's or Swing Line Lender's reliance on any Electronic Signature transmitted by telecopy, emailed .pdf or any other electronic means). The Administrative Agent, each L/C Issuer and Swing Line Lender shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any Communication (which writing may be a fax, any electronic message, Internet or intranet website

posting or other distribution or signed using an Electronic Signature) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

Each of the Loan Parties and each Credit Party hereby waives (i) any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement and any other Loan Document based solely on the lack of paper original copies of this Agreement and/or such other Loan Document, and (ii) waives any claim against the Administrative Agent, each Credit Party and each Related Party for any liabilities arising solely from the Administrative Agent's and/or any Credit Party's reliance on or use of Electronic Signatures, including any liabilities arising as a result of the failure of the Loan Parties to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

10.19 USA PATRIOT Act and Canadian AML Acts. Each Lender that is subject to the PATRIOT Act (as hereinafter defined) or any Canadian AML Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the other Loan Parties that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "PATRIOT Act") and the Canadian AML Acts, it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party, information concerning its direct and indirect holders of Equity Interests and other Persons exercising Control over it, and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the PATRIOT Act and the Canadian AML Acts. Each Loan Party shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act and the Canadian AML Acts.

10.20 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Loan Party in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from any Loan Party in the Agreement Currency, such Loan Party agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any Lender in such currency, the Administrative Agent or such Lender, as the case may be, agrees to return the amount of any excess to such Loan Party (or to any other Person who may be entitled thereto under applicable law).

10.21 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender or L/C Issuer that is an Affected Financial Institution arising under any Loan Document, to the extent such

liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender or L/C Issuer that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

10.22 Appointment of Company as Agent. Each Loan Party hereby appoints the Company to act as its agent for all purposes of this Agreement, the other Loan Documents and all other documents and electronic platforms entered into in connection herewith and agrees that (a) the Company may execute such documents and provide such authorizations on behalf of such Loan Party as the Company deems appropriate in its sole discretion and each Loan Party shall be obligated by all of the terms of any such document and/or authorization executed on its behalf, (b) any notice or communication delivered by the Administrative Agent, an L/C Issuer or a Lender to the Company shall be deemed delivered to each Loan Party and (c) the Administrative Agent, the L/C Issuers or the Lenders may accept, and be permitted to rely on, any document, authorization, instrument or agreement executed by the Company on behalf of each of the Loan Party.

10.23 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Swap Contract or any other agreement or instrument that is a QFC (such support, "QFC Credit Support", and each such QFC, a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regime") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under

a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 10.23, the following terms have the following meanings:

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

"Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

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

10.24 Parallel Debt.

(a) Each Loan Party, by way of an independent payment obligation (such payment obligation of such Loan Party to the Administrative Agent, its "Parallel Debt"), hereby irrevocably and unconditionally undertakes to pay to the Administrative Agent, as creditor in its own right and not as agent or representative of any other Secured Party or any other Person, an amount equal to and in the currency of each amount payable by such Loan Party to the Secured Parties under this Agreement and each of the other Loan Documents (such Loan Party's "Corresponding Debt") as and when each such amount becomes due and payable under such Loan Document (or would have fallen due but for any discharge resulting from the failure of any Secured Party to take appropriate steps in any proceeding under any Debtor Relief Law affecting such Loan Party to preserve its right or entitlement to be paid such amount).

(b) Any Lien granted by any Loan Party to the Administrative Agent under any Collateral Document or any other Loan Document to secure its Parallel Debt is granted to the Administrative Agent in its capacity as creditor of the Parallel Debt of such Loan Party and shall not be held in trust for any other Secured Party or any other Person.

(c) The Administrative Agent acts in its own name and on its own behalf and not as agent, representative or trustee of any of the other Secured Parties with respect to the amounts payable by each Loan Party under this Section. Accordingly, the Administrative Agent shall have its own independent right to demand payment of all amounts payable by each Loan Party under

this Section and to seek enforcement of any Collateral securing such amounts, irrespective of any discharge of such Loan Party's obligation to pay the Corresponding Debt to the other Secured Parties resulting from any failure of such Secured Parties to take appropriate steps in any proceeding under any Debtor Relief Law affecting such Loan Party to preserve their right or entitlement to be paid such amounts.

(d) Notwithstanding anything to the contrary in this Agreement:

(i) the amount of Parallel Debt of each Loan Party shall be decreased to the extent that the Corresponding Debt of such Loan Party has been irrevocably paid or discharged and (ii) the amount of Corresponding Debt of each Loan Party shall be decreased to the extent that the Parallel Debt of such Loan Party has been irrevocably paid or discharged.

(ii) All amounts received or recovered by the Administrative Agent pursuant to this Section, and all amounts received or recovered by the Administrative Agent from or by the enforcement of any security granted to secure the Parallel Debt, shall be applied in accordance with Section 8.03.

(iii) Without limiting or affecting the Administrative Agent's rights or obligations with respect to the Loan Parties (whether under this Section or under any other provision of this Agreement or any other Loan Document), each Loan Party acknowledges that (i) nothing in this Section shall impose any obligation on the Administrative Agent to advance any sum to any Loan Party or otherwise under this Agreement or any other Loan Document, except in its capacity as a Lender, an L/C Issuer and/or the Swing Line Lender, as applicable and (ii) for the purpose of any vote taken under this Agreement or any other Loan Document, the Administrative Agent shall not be regarded as having any participation or commitment other than those which it has in its capacity as a Lender, an L/C Issuer and/or the Swing Line Lender, as applicable.

(iv) For the avoidance of doubt, this Section shall not operate and may not be construed as operating to disapply, suspend or circumvent any guarantee and/or indemnity limitations in relation to any claim of a Secured Party set out in this Agreement or any other Loan Document.

(e) For purposes of the Dutch Security Agreements any resignation by the Administrative Agent is not effective with respect to its rights under the Parallel Debts until all rights and obligations under the Parallel Debts have been assigned and assumed to the successor agent.

(f) The Administrative Agent will reasonably cooperate in assigning its rights and obligations under the Parallel Debt to a successor administrative agent in accordance with Section 9.06 of this Agreement. Each Loan Party and any other party to this Agreement hereby, in advance, irrevocably grant its cooperation (*medewerking*) to the transfer of such rights and obligations by the Administrative Agent to a successor administrative agent in accordance with Section 9.06 of this Agreement

ARTICLE XI.

GUARANTY

11.01 Guaranty.

(a) Each Guarantor hereby jointly and severally guarantees to each Secured Party and each other holder of Obligations as hereinafter provided, as primary obligor and not as surety, the prompt payment of the Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, as a mandatory cash collateralization or otherwise) strictly in accordance with the terms thereof. Each Guarantor hereby further agrees that if any of the Obligations are not paid in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration, as a mandatory cash collateralization or otherwise), such Guarantors will, jointly and severally, promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration, as a mandatory cash collateralization or otherwise) in accordance with the terms of such extension or renewal.

(b) Notwithstanding any provision to the contrary contained herein or in any other of the Loan Documents or the other documents relating to the Obligations, the obligations of each Guarantor (in its capacity as such) under this Agreement and the other Loan Documents shall not exceed an aggregate amount equal to the largest amount that would not render such obligations subject to avoidance under applicable Debtor Relief Laws.

11.02 Obligations Unconditional.

(a) The obligations of the Guarantors under Section 11.01(a) are joint and several, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of any of the Loan Documents or other documents relating to the Obligations, or any substitution, release, impairment or exchange of any other guarantee of or security for any of the Obligations, and, to the fullest extent permitted by applicable Law, irrespective of any other circumstance whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor (other than payment in full of the Obligations (other than contingent indemnification obligations for which no claim or demand has been made)), it being the intent of this Section 11.02 that the obligations of the Guarantors hereunder shall be absolute and unconditional under any and all circumstances. Each Guarantor agrees that such Guarantor's right of subrogation, indemnity, reimbursement or contribution against any Borrower or any other Loan Party for amounts paid under this Article XI shall be unconditionally postponed until such time as the Obligations have been paid in full (other than contingent indemnification obligations for which no claim or demand has been made) and the Commitments have expired or terminated.

(b) Without limiting the generality of the foregoing subsection (a), it is agreed that, to the fullest extent permitted by Law, the occurrence of any one or more of the following shall not alter or impair the liability of any Guarantor hereunder, which shall remain absolute and unconditional as described above:

(i) at any time or from time to time, without notice to any Guarantor, the time for any performance of or compliance with any of the Obligations shall be extended, or such performance or compliance shall be waived;

(ii) any of the acts mentioned in any of the provisions of any of the Loan Documents or other documents relating to the Obligations or any other agreement or instrument referred to therein shall be done or omitted;

(iii) the maturity of any of the Obligations shall be accelerated, or any of the Obligations shall be modified, supplemented or amended in any respect, or any right under any of the Loan Documents or other documents relating to the Obligations or any other agreement or instrument referred to therein shall be waived or any other guarantee of any of the Obligations or any security therefor shall be released, impaired or exchanged in whole or in part or otherwise dealt with;

(iv) any Lien granted to, or in favor of, the Administrative Agent or any other holder of the Obligations as security for any of the Obligations shall fail to attach or be perfected; or

(v) any of the Obligations shall be determined to be void or voidable (including for the benefit of any creditor of any Guarantor) or shall be subordinated to the claims of any Person (including any creditor of any Guarantor).

(c) With respect to its obligations hereunder, each Guarantor hereby expressly waives diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that the Administrative Agent or any other holder of the Obligations exhaust any right, power or remedy or proceed against any Person under any of the Loan Documents or any other document relating to the Obligations or any other agreement or instrument referred to therein, or against any other Person under any other guarantee of, or security for, any of the Obligations.

11.03 Reinstatement. Neither the Guarantors' obligations hereunder nor any remedy for the enforcement thereof shall be impaired, modified or released in any manner whatsoever by an impairment, modification, change, release or limitation of the liability of the Borrowers, by reason of any Borrower's bankruptcy or insolvency or by reason of the invalidity or unenforceability of all or any portion of the Obligations. In addition, the obligations of each Guarantor under this Article XI shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of any Person in respect of the Obligations is rescinded or must be otherwise restored by any holder of any of the Obligations, whether as a result of any Debtor Relief Law or otherwise, and each such Guarantor agrees that it will indemnify the Administrative Agent and each other holder of the Obligations on demand for all reasonable costs and expenses (including the fees, charges and disbursements of counsel) incurred by the Administrative Agent or such holder of the Obligations in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any Debtor Relief Law.

11.04 Certain Additional Waivers. Each Guarantor acknowledges and agrees that (a) the guaranty given hereby may be enforced without the necessity of resorting to or otherwise exhausting remedies in respect of any other security or collateral interests, and without the necessity at any time of having to take recourse against the Borrowers hereunder or against any collateral securing the Obligations or otherwise, and (b) it will not assert any right to require the action first be taken against the Borrowers or any other Person (including any co-guarantor) or pursuit of any other remedy or enforcement any other right, and (c) nothing contained herein shall prevent or limit action being taken against the Borrowers hereunder, under the other Loan Documents or the other documents and agreements relating to the Obligations or from foreclosing on any security or collateral interests relating hereto or thereto, or from exercising any other rights or remedies available in respect thereof, if neither the Borrowers nor the Guarantors shall timely perform their obligations, and the exercise of any such rights and completion of any such foreclosure proceedings shall not constitute a discharge of the Guarantors' obligations hereunder unless as a result thereof, the Obligations shall have been paid in full (other than contingent indemnification obligations for which no claim or demand has been made) and the commitments relating thereto shall have expired or terminated, it being the purpose and intent that the Guarantors' obligations hereunder be absolute,

irrevocable, independent and unconditional under all circumstances. Each Guarantor further agrees that such Guarantor shall have no right of recourse to security for the Obligations, except through the exercise of rights of subrogation pursuant to Section 11.02 and through the exercise of rights of contribution pursuant to Section 11.06.

11.05 Remedies. The Guarantors agree that, to the fullest extent permitted by Law, as between such Guarantors, on the one hand, and the Administrative Agent and the other holders of the Obligations, on the other hand, the Obligations may be declared to be forthwith due and payable as specified in Section 8.02 (and shall be deemed to have become automatically due and payable in the circumstances specified in Section 8.02) for purposes of Section 11.01(a) notwithstanding any stay, injunction or other prohibition preventing such declaration (or preventing the Obligations from becoming automatically due and payable) as against any other Person and that, in the event of such declaration (or the Obligations being deemed to have become automatically due and payable), the Obligations (whether or not due and payable by any other Person) shall forthwith become due and payable by the Guarantors for purposes of Section 11.01(a). The Guarantors acknowledge and agree that their obligations hereunder are secured in accordance with the terms of the Collateral Documents to which they are parties and that the holders of the Obligations may exercise their remedies thereunder in accordance with the terms thereof.

11.06 Rights of Contribution. The Guarantors hereby agree as among themselves that, in connection with payments made hereunder, each Guarantor shall have a right of contribution from each other Guarantor in accordance with applicable Law. Such contribution rights shall be subordinate and subject in right of payment to the Obligations until such time as the Obligations have been irrevocably paid in full (other than contingent indemnification obligations for which no claim or demand has been made) and the commitments relating thereto shall have expired or been terminated, and none of the Guarantors shall exercise any such contribution rights until the Obligations have been irrevocably paid in full (other than contingent indemnification obligations for which no claim or demand has been made) and the commitments relating thereto shall have expired or been terminated.

11.07 Guarantee of Payment; Continuing Guarantee. The guarantee given by the Guarantors in this Article XI is a guaranty of payment and not of collection, is a continuing guarantee, and shall apply to all Obligations whenever arising.

11.08 Keepwell.

(a) Each Loan Party that is a Qualified ECP Guarantor at the time the Guaranty in this Article XI by any Specified Loan Party or the grant of a security interest under the Loan Documents by any such Specified Loan Party, in either case, becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Loan Party with respect to such Swap Obligation as may be needed by such Specified Loan Party from time to time to honor all of its obligations under the Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under this Article XI voidable under applicable Debtor Relief Laws, and not for any greater amount).

(b) The obligations and undertakings of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations. Each Loan Party intends this Section to constitute, and this Section shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of, each Specified Loan Party for all purposes of the Commodity Exchange Act.

11.09 Luxembourg Guaranty Limitation. Notwithstanding any other provision of this Agreement or any other Loan Document, in case a Guarantor is a Luxembourg Obligor (the "Luxembourg Guarantor"), the aggregate obligations and exposure of such Luxembourg Guarantor in respect of the obligations of any Loan Party which is not a direct or indirect subsidiary of such Luxembourg Guarantor shall be limited at any time to an aggregate amount not exceeding 95% (ninety-five percent) of the greater of:

(a) an amount equal to the sum of the Luxembourg Guarantor's Net Assets (as defined below) and its subordinated debt (*dettes subordonnées*), as reflected in the financial information of the Luxembourg Guarantor available to the Administrative Agent as at the date of this Agreement, including, without limitation, its most recently and duly approved financial statements (*comptes annuels*) and any (*unaudited*) interim financial statements signed by its board of managers (*conseil de gérance*); and

(b) an amount equal to the sum of the Luxembourg Guarantor's Net Assets and its subordinated debt (*dettes subordonnées*), as reflected in the financial information of the Luxembourg Guarantor available to the Administrative Agent as at the date the guaranty is called, including, without limitation, its most recently and duly approved financial statements (*comptes annuels*) and any (unaudited) interim financial statements signed by its board of managers (*conseil de gérance*).

For purposes of this Section 11.09, "Net Assets" shall mean all the assets (*actifs*) of the Luxembourg Guarantor minus its liabilities (*provisions et dettes*) as valued either (i) at the fair market value determined by an independent third party appointed by the Administrative Agent, or (ii) if no such market value has been determined, in accordance with the Luxembourg GAAP or the International Financial Reporting Standards (IFRS), as applicable, and the relevant provisions of the Luxembourg Act of 19 December 2002 on the Register of Commerce and Companies, on accounting and on annual accounts of the companies, as amended.

The limitation set forth in this Section 11.09 shall not apply to any amounts borrowed under this Agreement and made available, in any form whatsoever, to such Luxembourg Guarantor or any of its direct or indirect subsidiaries.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BORROWERS:

LOYALTY VENTURES INC.

By: /s/ J. Jeffrey Chesnut
Name: J. Jeffrey Chesnut
Title: Executive Vice President, Chief Financial Officer

BRAND LOYALTY GROUP B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY HOLDING B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY INTERNATIONAL B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

GUARANTORS:

LOYALTYONE, CO.

By: /s/ Charles L. Horn
Name: Charles L. Horn
Title: Treasurer

LVI LUX HOLDINGS S.À R.L.

By: /s/ Cynthia Hageman
Name: Cynthia Hageman
Title: Class A Manager and Authorised Signatory

LVI LUX FINANCING S.À R.L.

By: /s/ Cynthia L. Hageman
Name: Cynthia L. Hageman
Title: Class A Manager and Authorised Signatory

APOLLO HOLDINGS B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY AMERICAS B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorized Signatory

BRAND LOYALTY EUROPE B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY ASIA B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY SOURCING B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

WORLD LICENSES B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

ICEMOBILE AGENCY B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY DEVELOPMENT B.V.
By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY RUSSIA B.V.

By: /s/ Cornelia Maria Pieternella Mennen-Vermeule
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

ADMINISTRATIVE AGENT:

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

By: /s/ Taelitha Bonds-Harris
Name: Taelitha Bonds-Harris
Title: Assistant Vice President

LENDERS:

BANK OF AMERICA, N.A., as a Lender, an L/C Issuer and Swing Line Lender

By: /s/ Molly Daniello
Name: Molly Daniello
Title: Director

CITIZENS BANK, N.A., as a Lender

By: /s/ Doug Kennedy
Name: Doug Kennedy
Title: Senior Vice President

CITY NATIONAL BANK, as a Lender

By: /s/ Brian Myers
Name: Brian Myers
Title: Senior Vice President

DEUTSCH BANK AG, AMSTERDAM BRANCH, as a Lender

By: /s/ Matijs van Middelaar
Name: Matijs van Middelaar
Title: VP

By: /s/ J.P.F. Nouws
Name: J.P.F. Nouws
Title: VP

FIFTH THIRD BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Kelly Shield
Name: Kelly Shield
Title: Managing Director

JPMORGAN CHASE BANK, N.A., as a Lender

By: /s/ Caitlin Stewart
Name: Caitlin Stewart
Title: Executive Director

MIZUHO BANK, LTD., as a Lender

By: /s/ Donna DeMagistris
Name: Donna DeMagistris
Title: Executive Director

MORGAN STANLEY BANK N.A., as a Lender

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

MUFG BANK, LTD., as a Lender

By: /s/ Matthew Antioco
Name: Matthew Antioco
Title: Director

REGIONS BANK, as a Lender

By: /s/ Jason Douglas
Name: Jason Douglas
Title: Director

TEXAS CAPITAL BANK, as a Lender

By: /s/ Julie Woidneck
Name: Julie Woidneck
Title: Senior Vice President

TRUIST BANK, as a Lender

By: /s/ Jim C. Wright
Name: Jim C. Wright
Title: Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Lender

By: /s/ Sid Khanolkar
Name: Sid Khanolkar
Title: Director

AMENDMENT NO. 1 TO CREDIT AGREEMENT (FINANCIAL COVENANT)

This AMENDMENT NO. 1 TO CREDIT AGREEMENT (FINANCIAL COVENANT) (this "Amendment"), dated as of July 29, 2022, is entered into by and among LOYALTY VENTURES INC., a Delaware corporation (the "Company"), BRAND LOYALTY GROUP B.V., BRAND LOYALTY HOLDING B.V. and BRAND LOYALTY INTERNATIONAL B.V., each a Netherlands private limited company (together with the Company, the "Borrowers"), each Guarantor (as defined in the Existing Credit Agreement (as defined below)) party hereto, each Lender (as defined in the Existing Credit Agreement) party hereto, and BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

RECITALS

WHEREAS, the Borrowers, the Guarantors, the Administrative Agent and the Lenders are parties to that certain Credit Agreement, dated as of November 3, 2021 (as amended hereby and as further amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement" and the Credit Agreement prior to giving effect to this Amendment being referred to as the "Existing Credit Agreement"), pursuant to which the Lenders have extended certain revolving and term facilities to the Borrowers;

WHEREAS, the Company has requested that the Required Pro Rata Facilities Lenders agree to amend Section 7.11 of the Existing Credit Agreement (and certain defined terms and component defined terms used therein), as more particularly set forth below, and the Administrative Agent acknowledge such amendments, and the Required Pro Rata Facilities Lenders party to this Amendment and the Administrative Agent are each willing to effect such amendments and acknowledgements, as provided in, and on the terms and conditions contained in, this Amendment;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings, if any, assigned to such terms in the Existing Credit Agreement, as amended by this Amendment.

2. Amendment to Credit Agreement. Subject to the terms and conditions hereof, and with effect from and after the Amendment No. 1 Effective Date (defined below), the Existing Credit Agreement is hereby amended (a) to delete red or green stricken text (indicated textually in the same manner as the following examples: ~~stricken text~~ and ~~stricken text~~) and (b) to add the blue or green double-underlined text (indicated textually in the same manner as the following examples: double-underlined text and double-underlined text), in each case, as set forth in the changed pages to the amended Credit Agreement attached hereto as Annex A hereto.

3. Representations and Warranties. By its execution hereof, each Borrower and each Guarantor (together, the "Loan Parties") hereby represents and warrants to the Administrative Agent and the Lenders as follows:

(a) the execution, delivery and performance by each Loan Party of this Amendment have been duly authorized by all necessary corporate or other organizational action and do not and will not (i) contravene the terms of any of such Loan Party's Organization Documents; (ii) conflict with or result in any breach or contravention of, or the creation of any Lien (other than Liens under the Loan Documents)

under, or require any payment to be made under (A) any Material Contract to which such Loan Party is a party or affecting such Loan Party or the properties of such Loan Party or any Subsidiary or (B) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or its property is subject; or (iii) violate any material Law;

(b) this Amendment (i) has been duly executed and delivered by each Loan Party that is party thereto, and (ii) constitutes a legal, valid and binding obligation of such Loan Party (and the Existing Credit Agreement as amended hereby constitutes the legal, valid and binding obligation of each Loan Party), in each case enforceable against each Loan Party that is party thereto in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable Debtor Relief Laws or by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law);

(c) after giving effect to transactions contemplated to occur on or prior to the Amendment No. 1 Effective Date, the representations and warranties of each Loan Party contained in this Amendment and in each other Loan Document (including in Article V of the Credit Agreement), are true and correct in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) on and as of the Amendment No. 1 Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (or, if qualified by materiality or reference to Material Adverse Effect, in all respects) as of such earlier date, and except that for purposes of this clause (c), the representations and warranties contained in clauses (a) and (b) of Section 5.05 of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 6.01 of the Credit Agreement;

(d) no material approval, consent, exemption, authorization, or other material action by, or material notice to, or material filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Amendment (or the performance by, or enforcement against, any Loan Party of the Existing Credit Agreement as amended hereby) other than those that have already been obtained and are in full force and effect;

(e) no Default exists either before or immediately after the effectiveness of this Amendment on the Amendment No. 1 Effective Date.

The execution of this Amendment by each Loan Party shall constitute its affirmation as to the accuracy of the above representations and warranties as of the Amendment No. 1 Effective Date.

4. Amendment No. 1 Effective Date.

(a) This Amendment will become effective on the first date (the "Amendment No. 1 Effective Date") on which the following conditions precedent are satisfied:

(i) the Administrative Agent and the Lenders party hereto shall have received, in form and substance reasonably satisfactory to them, counterparts of this Amendment duly executed by each Loan Party and the Required Pro Rata Facilities Lenders, and acknowledged by the Administrative Agent;

(ii) the fact that immediately prior to and after giving effect to this Amendment, no Default has occurred and is continuing;

(iii) the accuracy of the representations and warranties of the Loan Parties contained in Section 3 above (as and to the extent set forth therein);

(iv) payment by the Company to the Administrative Agent for the account of each Revolving Lender and each Lender with outstanding Term A Loans, in each case, that executes and returns a signature page to this Amendment not later than 5:00 pm Eastern Time on Tuesday, July 26, 2022 of fees previously agreed to between the Company and the Administrative Agent and/or Bank of America Securities, Inc.;

(v) payment of all fees to the Administrative Agent and/or Bank of America Securities, Inc. required to be paid in connection with this Amendment pursuant to any separate agreement between the Company and the Administrative Agent and/or Bank of America Securities, Inc.;

(vi) all reasonable and documented out-of-pocket fees and expenses incurred by the Administrative Agent and/or its Affiliates (including the reasonable and documented out-of-pocket fees and expenses of counsel (subject to the limitations set forth in Section 10.04(a) of the Existing Credit Agreement)) shall have been paid to the extent invoiced at least three (3) Business Days prior to Amendment No. 1 Effective Date (without prejudice to any post-closing settlement of such fees and expenses to the extent not so invoiced).

(b) For purposes of determining compliance with the conditions specified in this Section 4, each Lender that has executed this Amendment and delivered it to the Administrative Agent shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required under this Section 4 to be consented to or approved by or acceptable or satisfactory to such Lender unless the Administrative Agent shall have received notice from such Lender prior to this Amendment being deemed effective by the Administrative Agent on the Amendment No. 1 Effective Date specifying its objection thereto.

(c) From and after the Amendment No. 1 Effective Date, the Existing Credit Agreement is amended as set forth herein.

(d) Except as expressly amended pursuant hereto, the Existing Credit Agreement and each other Loan Document shall remain unchanged and in full force and effect and each is hereby ratified and confirmed in all respects, and any waiver contained herein shall be limited to the express purpose set forth herein and shall not constitute a waiver of any other condition or circumstance under or with respect to the Credit Agreement or any of the other Loan Documents.

(e) The Administrative Agent will notify the Company and the relevant Lenders of the occurrence of the Amendment No. 1 Effective Date.

5. No Novation; Reaffirmation. Neither the execution and delivery of this Amendment nor the consummation of any other transaction contemplated hereunder is intended to constitute a novation of the Existing Credit Agreement, the Credit Agreement or of any of the other Loan Documents or any obligations thereunder. Each Loan Party (a) acknowledges and consents to all of the terms and conditions of this Amendment, (b) confirms and affirms all of its obligations under the Loan Documents, as amended by this Amendment, (c) confirms and affirms that each of the Liens granted in or pursuant to the Loan Documents are valid and subsisting as security for the payment and performance of the Obligations outstanding on the Amendment No. 1 Effective Date immediately prior to the effectiveness of the amendments provided by this Agreement and any Obligations outstanding at any time under the Credit Agreement, and (d) agrees that this Amendment and all documents executed in connection herewith (i) do not operate to reduce (other than to

the extent of the amendments set forth in this Amendment) or discharge any Loan Party's obligations under the Loan Documents and (ii) in no manner impair or otherwise adversely affect any of the Liens granted in or pursuant to the Loan Documents.

6. Miscellaneous.

(a) Except as herein expressly amended, all terms, covenants and provisions of the Existing Credit Agreement and each other Loan Document are and shall remain in full force and effect. All references in any Loan Document to the "Credit Agreement" or "this Agreement" (or similar terms intended to reference the Credit Agreement) shall henceforth refer to the Existing Credit Agreement as amended by this Amendment. This Amendment shall be deemed incorporated into, and a part of, the Credit Agreement.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto, each other Lender, and their respective successors and assigns.

(c) THIS AMENDMENT IS SUBJECT TO THE PROVISIONS OF SECTIONS 10.14 , 10.15 AND 10.16 OF THE CREDIT AGREEMENT RELATING TO GOVERNING LAW, JURISDICTION, SERVICE OF PROCESS, VENUE AND WAIVER OF RIGHT TO TRIAL BY JURY, THE PROVISIONS OF WHICH ARE BY THIS REFERENCE INCORPORATED HEREIN IN FULL.

(d) This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment, the Credit Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4, this Amendment shall become effective when it shall have been acknowledged by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties required to be a party hereto. This Amendment may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Amendment may not be amended except in accordance with the provisions of Section 10.01 of the Credit Agreement.

(e) If any provision of this Amendment, the Credit Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (i) the legality, validity and enforceability of the remaining provisions of this Amendment, the Credit Agreement and the other Loan Documents shall not be affected or impaired thereby and (ii) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(f) The Borrower agrees to pay in accordance with Section 10.04 of the Credit Agreement all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates in connection with the preparation, execution, delivery and administration of this Amendment and the other instruments and documents to be delivered hereunder, including, without limitation, the reasonable and documented fees, charges and disbursements of counsel to the Administrative Agent with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities hereunder and thereunder.

(g) For good and valuable consideration, the sufficiency of which is hereby acknowledged, as of the Amendment No. 1 Effective Date, each Loan Party hereby voluntarily

and knowingly releases and forever discharges (in each case, whether or not a party hereto) the Administrative Agent (and any sub-agent thereof), the Swing Line Lender, each Arranger, each Lender and each L/C Issuer, and each Related Party of any of the foregoing Persons (each, a "Lender Party Released Person"), from all possible claims, demands, actions, causes of action, damages, costs, expenses and liabilities whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent or conditional, at law or in equity, originating and pertaining to facts, events or circumstances existing, at any time on or before the Amendment No. 1 Effective Date, that arise from this Amendment or any acts or omissions of any such Lender Party Released Person hereunder, which such Loan Party may have against any Lender Party Released Person and irrespective of whether or not any such claims arise out of contract, tort, violation of law or regulations, or otherwise, including the negotiation, execution or implementation of this Amendment. This release and agreement shall survive the termination of this Amendment, the Credit Agreement and the other Loan Documents.

(h) This Amendment shall constitute a "Loan Document" under and as defined in the Credit Agreement.

[*Signature Pages Follow.*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

BORROWERS: **LOYALTY VENTURES INC.**

By: /s/ J. JEFFREY CHESNUT
Name: J. Jeffrey Chesnut
Title: Executive Vice President, Chief Financial Officer

BRAND LOYALTY GROUP B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY HOLDING B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY INTERNATIONAL B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

GUARANTORS: **LOYALTYONE, CO.**

By: /s/ J. JEFFREY CHESNUT
Name: J. Jeffrey Chesnut
Title: Treasurer

LVI LUX HOLDINGS S.À.R.L.

By: /s/ Cynthia L. Hageman
Name: Cynthia L. Hageman
Title: Class A Manager and Authorised Signatory

LVI LUX FINANCING S.À.R.L.

By: /s/ Cynthia L. Hageman
Name: Cynthia L. Hageman
Title: Class A Manager and Authorised Signatory

APOLLO HOLDINGS B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY AMERICAS B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY EUROPE B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY ASIA B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY SOURCING B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

WORLD LICENSES B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

ICEMOBILE AGENCY B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY DEVELOPMENT B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

BRAND LOYALTY RUSSIA B.V.

By: /s/ CORNELIA MARIA PIETERNELLA MENNEN-VERMEULE
Name: Cornelia Maria Pieternella Mennen-Vermeule
Title: Authorised Signatory

ADMINISTRATIVE AGENT: **BANK OF AMERICA, N.A.**, as Administrative Agent

By: /s/ Spencer Hunter
Name: Spencer Hunter
Title: Vice President

PRO RATA LENDERS: **BANK OF AMERICA, N.A.**, as a pro rata Lender

By: /s/ Spencer Hunter
Name: Spencer Hunter
Title: Vice President

CITIZENS BANK, N.A., as a pro rata Lender

By: /s/ Doug Kennedy
Name: Doug Kennedy
Title: SVP

TEXAS CAPITAL BANK, as a pro rata Lender

By: /s/ Austin Tabor
Name: Austin Tabor
Title: Vice President

TRUIST BANK, as a pro rata Lender

By: /s/ Jim C. Wright
Name: Jim C. Wright
Title: Vice President

MORGAN STANLEY BANK N.A., as a pro rata Lender

By: /s/ Jack Kuhns
Name: Jack Kuhns
Title: Authorized Signatory

CITY NATIONAL BANK., as a pro rata Lender

By: /s/ Brian Myers
Name: Brian Myers
Title: Senior Vice President

JPMorgan Chase, N.A., as a pro rata Lender

By: /s/ David Tepper
Name: David Tepper
Title: Vice President

WELLS FARGO BANK, N.A., as a pro rata Lender

By: /s/ Sid Khanolkar
Name: Sid Khanolkar
Title: Managing Director

MIZUHO BANK, LTD., as a pro rata Lender

By: /s/ Donna DeMagistris
Name: Donna DeMagistris
Title: Executive Director

MUFG BANK, LTD., as a pro rata Lender

By: /s/ Matthew Antioco
Name: Matthew Antioco
Title: Director

REGIONS BANK, as a pro rata Lender

By: /s/ Jason Douglas
Name: Jason Douglas
Title: Director

FIFTH THIRD BANK, NATIONAL ASSOCIATION, as a pro rata Lender

By: /s/ Zach Femal
Name: Zach Femal
Title: Principal

Annex A
(Changed pages to Credit Agreement to be attached)

Execution Version

DEAL CUSIP: 54912FAA8
REVOLVER CUSIP: 54912FAB6
TERM A CUSIP: 54912FAC4
TERM B CUSIP: 54912FAD2

CREDIT AGREEMENT

Dated as of November 3, 2021
(as amended through Amendment No. 1 to Credit Agreement (Financial Covenant) dated as of July 29, 2022)

among

LOYALTY VENTURES INC., BRAND LOYALTY GROUP B.V., BRAND LOYALTY HOLDING B.V., BRAND LOYALTY INTERNATIONAL B.V. and CERTAIN SUBSIDIARIES OF LOYALTY VENTURES INC. IDENTIFIED HEREIN,
as the Borrowers,

LOYALTY VENTURES INC. and CERTAIN SUBSIDIARIES OF LOYALTY VENTURES INC. IDENTIFIED HEREIN,
as the Guarantors,

BANK OF AMERICA, N.A.,

as Administrative Agent, Swing Line Lender and an L/C Issuer,

and

THE OTHER LENDERS PARTY HERETO

BANK OF AMERICA, N.A., DEUTSCHE BANK SECURITIES, MUFG BANK, LTD., RBC CAPITAL MARKETS, LLC, MORGAN STANLEY SENIOR FUNDING, INC., REGIONS CAPITAL MARKETS, A DIVISION OF REGIONS BANK, CITIZENS BANK, NATIONAL ASSOCIATION, FIFTH THIRD BANK, NATIONAL ASSOCIATION, TRUIST SECURITIES, INC., WELLS FARGO SECURITIES, LLC, MIZUHO BANK, LTD., JPMORGAN CHASE BANK, N.A.,
and
TEXAS CAPITAL BANK,
as Joint Lead Arrangers and Joint Bookrunners

"Alternative Currency Daily Rate Loan" means a Loan that bears interest at a rate based on the definition of "Alternative Currency Daily Rate." All Alternative Currency Daily Rate Loans must be denominated in an Alternative Currency.

"Alternative Currency Equivalent" means, at any time, with respect to any amount denominated in Dollars, the equivalent amount thereof in the applicable Alternative Currency as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, by reference to Bloomberg (or such other publicly available service for displaying exchange rates), to be the exchange rate for the purchase of such Alternative Currency with Dollars at approximately 11:00 a.m. on the date two (2) Business Days prior to the date as of which the foreign exchange computation is made; provided, however, that if no such rate is available, the "Alternative Currency Equivalent" shall be determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, using any reasonable method of determination its deems appropriate in its sole discretion (and such determination shall be conclusive absent manifest error).

"Alternative Currency Loan" means an Alternative Currency Daily Rate Loan or an Alternative Currency Term Rate Loan, as applicable.

"Alternative Currency Scheduled Unavailability Date" has the meaning specified in Section 3.03(e).

"Alternative Currency Successor Rate" has the meaning specified in Section 3.03(e).

"Alternative Currency Term Rate" means, for any Interest Period, with respect to any Credit Extension:

(a) denominated in Euros, the rate per annum equal to the Euro Interbank Offered Rate ("EURIBOR"), as published on the applicable Reuters screen page (or such other commercially available source providing such quotations as may be designated by the Administrative Agent from time to time) on the day that is two TARGET Days preceding the first day of such Interest Period with a term equivalent to such Interest Period;

(b) denominated in any other Alternative Currency (to the extent such Loans denominated in such currency will bear interest at a term rate), the term rate per annum as designated with respect to such Alternative Currency at the time such Alternative Currency is approved by the Administrative Agent and the relevant Lenders pursuant to Section 1.06(a) plus the adjustment (if any) determined by the Administrative Agent and the relevant Lenders pursuant to Section 1.06(a);

provided, that, if any Alternative Currency Term Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Alternative Currency Term Rate Loan" means a Loan that bears interest at a rate based on the definition of "Alternative Currency Term Rate." All Alternative Currency Term Rate Loans must be denominated in an Alternative Currency.

"Amendment No. 1" means that certain Amendment No. 1 to Credit Agreement (Financial Covenant) dated as of July 29, 2022.

"Applicable Authority" means with respect to any Alternative Currency, the applicable administrator for the Relevant Rate for such Alternative Currency or any Governmental Authority having jurisdiction over the Administrative Agent or such administrator.

(i) U.S. federal, state, local and non-U.S. Tax recoveries of the Company and its Subsidiaries for such period, (ii) non-cash items (excluding (A) any non-cash recovery that is expected to be received in cash in any future period and (B) any reversal of a write-down of current assets) increasing Consolidated Net Income for such period and (iii) unusual or non-recurring gains for such period incurred outside the ordinary course of business; provided that in the event of the acquisition by the Company or a Subsidiary of a newly acquired Subsidiary or operation (as such term is used in the definition of "Pro Forma Basis"), Consolidated EBITDA will include the Target EBITDA of the newly acquired Subsidiary or operation on a Pro Forma Basis in accordance with the terms of the definition of "Pro Forma Basis".

Notwithstanding the foregoing, for purposes of computing the Consolidated Total Leverage Ratio for purposes of testing quarterly compliance with the covenant levels set forth in Section 7.11, for determining Pro Forma Compliance with the Pro Forma Compliance Table in Section 7.11 and for determining the Consolidated Total Leverage Ratio in Section 7.11(b)(i) and Section 7.11(b)(ii)(C) (and for no other purposes, including any other calculation of the Consolidated Total Leverage Ratio for any other purpose hereunder or the use of Consolidated EBITDA in any other provision hereof), the proviso to clause (a)(vii) of this definition of Consolidated EBITDA shall be computed utilizing "the greater of (A) $25,000,000 and (B) 15% of Consolidated EBITDA" in lieu of "the greater of (A) $10,000,000 and (B) 5% of Consolidated EBITDA" contained therein, and any document (including any Compliance Certificate) delivered in connection with any Loan Document that demonstrates the calculation of Consolidated EBITDA shall clearly identify whether such calculation is being made pursuant to this paragraph or pursuant to the calculation methodology set forth in the preceding paragraph without giving effect to this paragraph.

"Consolidated Excess Cash Flow" means, for any period for the Company and its Subsidiaries on a consolidated basis, an amount (if positive) equal to Consolidated Net Income for such period plus (a) the following without duplication: (i) an amount equal to any net decrease in Consolidated Working Capital from the first day to the last day of such period, (ii) to the extent not included in Consolidated Net Income, any cash gains and income (actually received in cash) during such period and (iii) the amount of all non-cash losses, charges and expenses deducted in calculating Consolidated Net Income including for depreciation and amortization for such period, minus (b) the following without duplication:
(i) Consolidated Interest Charges actually paid in cash for such period, (ii) cash Taxes paid by the Company and its Subsidiaries during such period, (iii) the amount of (A) all scheduled payments of principal on Consolidated Funded Indebtedness (including the Term Loans) actually paid in such period and (B) all optional prepayments of principal on Consolidated Funded Indebtedness (other than Revolving Loans and the Term Loans) actually paid in cash in such period (in the case of revolving credit facilities, solely to the extent the commitments with respect thereto are permanently reduced), (iv) an amount equal to any net increase in Consolidated Working Capital from the first day to the last day of such period, (v) the amount of (A) any non-cash gains and income included in calculating Consolidated Net Income for such period and (B) all cash expenses, charges and losses excluded in arriving at such Consolidated Net Income, in each case, to the extent not financed with the proceeds of long-term, non-revolving Indebtedness, (vi) any required up-front cash payments in respect of Swap Contracts to the extent not financed with the proceeds of long-term, non-revolving Indebtedness and not deducted in arriving at such Consolidated Net Income, (vii) any cash payments actually made during such period that represent a non-cash charge from a previous period and deducted in calculating Consolidated Excess Cash Flow in a previous period, (viii) the aggregate amount of expenditures actually made by the Company or any of its Subsidiaries in cash during such period for the payment of financing fees, rent and pension and other retirement benefits to the extent that such expenditures are not from such period, (ix) capital expenditures actually paid in cash by the Company or any Subsidiary, (x) the aggregate amount actually paid in cash by the Company and its Subsidiaries on account of Permitted Investments, (xi) to the extent not deducted in the calculation of Consolidated Net Income for such period, the amount of Restricted Payments pursuant to Section 7.06(d) and (e) (or otherwise consented to by the Required

(n) set forth in any agreement relating to any Permitted Lien that limits the right of the Company or any Subsidiary to Dispose of or encumber the assets subject thereto; and

(o) imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (a) through (n) above; *provided* that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancing are, in the reasonable judgment of the Company, not materially more restrictive with respect to such encumbrances and other restrictions, taken as a whole, than those in effect prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

7.10 Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

7.11 Financial Covenant. Consolidated Total Leverage Ratio.

(a) Except with the consent of the Required Pro Rata Facilities Lenders, permit the Consolidated Total Leverage Ratio at any time during any period of four (4) fiscal quarters of the Company set forth below to be greater than the ratio set forth below opposite such period:

Four Fiscal Quarters Ending	Maximum Consolidated Total Leverage Ratio
December 31, 2021 through ~~September~~June 30, 2022	5.00:1.00
~~December 31~~September 30, 2022 through September 30, 2023 December 31, 2023	~~4.50:1.00~~ 5.75:1.00 5.50:1.00
March 31, 2024 through September 30, 2024	5.25:1.00
December 31, 2024 through March 31, 2025	5.00:1.00
~~December 31~~June 30, ~~2023~~2025 and each fiscal quarter thereafter	~~4.25:1.00~~4.75:1.00

~~In the event~~; provided that notwithstanding the foregoing, for purposes of any calculation of Pro Forma Compliance, the delivery of any Pro Forma Compliance Certificate or any other compliance with the Consolidated Total Leverage Ratio ~~is~~ required to be measured or satisfied ~~prior to the delivery of financial statements for~~under this Agreement other than (i) the quarterly maintenance compliance expressly required by this Section 7.11(a) and (ii) compliance required to be measured under Section 7.11(b)(i) and Section 7.11(b)(ii)(C), the required Consolidated Total Leverage Ratio level at such time shall be deemed to be the following (the "Pro Forma Compliance Table):

Four Fiscal Quarters Ending	Maximum Consolidated Total Leverage Ratio
December 31, 2021 through September 30, 2022	5.00:1.00
December 31, 2022 through September 30, 2023	4.50:1.00

December 31, 2023 and each fiscal quarter thereafter	4.25:1.00

(b) In addition, in consideration of and in connection with the amendments to clause (a) of this Section 7.11 provided in Amendment No. 1:

(i) the Company and each other Borrower agree that simultaneously with each delivery of the Compliance Certificate pursuant to Section 6.02(a) for a fiscal quarter or fiscal year (or on the day that such Compliance Certificate is required to be delivered, if not so delivered on or prior to such date), beginning with the fiscal ~~year~~quarter ending ~~December 31~~September 30, ~~2021~~2022, the ~~required~~Aggregate Revolving Commitments shall be permanently reduced (such reduction to be applied ratably to the Revolving Commitment of each Revolving Lender) by $2,812,500, provided that if the Consolidated Total Leverage Ratio ~~level at such time shall be deemed to be 5.00:1.00~~as of the last day of the fiscal quarter or fiscal year for which such Compliance Certificate is delivered in a timely manner is less than or equal to 4.75:1.00, the reduction provided in this clause (b)(i) shall not be effectuated for such fiscal quarter or fiscal year; and

(ii) each Loan Party hereby covenants that no Loan Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, do any of the following (notwithstanding any provision of any Loan Document otherwise permitting or not prohibiting such action), and acknowledges that doing any of the following shall constitute a violation of this Section 7.11 (and solely of this Section 7.11):

(A) create, incur, assume or suffer to exist any Indebtedness under an Incremental Facility pursuant to Section 2.16 unless (in addition to the relevant requirements and limitations contained in Section 2.16), after giving effect thereto and the application of the proceeds thereof on a Pro Forma Basis, the Consolidated Total Leverage Ratio shall be in compliance with the level at such time set forth in the Pro Forma Compliance Table;

(B) create, incur, assume or suffer to exist any Indebtedness pursuant to Section 7.03(z) unless (in addition to the relevant requirements and limitations contained in Section 7.03(z)), after giving effect thereto and the application of the proceeds thereof on a Pro Forma Basis, the Consolidated Total Leverage Ratio shall be in compliance with the level at such time set forth in the Pro Forma Compliance Table;

(C) create, incur, assume or suffer to exist any Indebtedness pursuant to Section 7.03(aa) to the extent such Indebtedness is to be secured on a senior or pari passu basis with the Obligations unless (in addition to the relevant requirements and limitations contained in Section 7.03(aa)), after giving effect thereto and the application of the proceeds thereof on a Pro Forma Basis, the Consolidated Total Leverage Ratio shall not be greater than 4.75:1.00; or

(D) make any Restricted Payment or Junior Payment that would otherwise be permitted at such time pursuant to Section 7.06(e)(i) unless both before and after giving effect to such Restricted Payment or Junior Payment, as applicable, and the application of the proceeds thereof on a Pro Forma Basis, the Consolidated Total Leverage Ratio shall be in compliance with the level at such time set forth in the Pro Form15a Compliance Table.

EXHIBIT 10.3

CONSENT

This CONSENT (this "Consent"), dated as of March 1, 2023, is entered into by and among LOYALTY VENTURES INC., a Delaware corporation (the "Company"), BRAND LOYALTY GROUP B.V., BRAND LOYALTY HOLDING B.V. and BRAND LOYALTY INTERNATIONAL B.V., each a Netherlands private limited company (each, a "Netherlands Borrower" and together with the Company, the "Borrowers"), each Guarantor (as defined in the Credit Agreement (as defined below)) party hereto, Lenders (as defined in the Credit Agreement) constituting Required Lenders under the Credit Agreement, and BANK OF AMERICA, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

RECITALS

WHEREAS, the Borrowers, the Guarantors, the Administrative Agent and the Lenders are parties to that certain Credit Agreement, dated as of November 3, 2021 (as amended by that certain Amendment No. 1 to Credit Agreement (Financial Covenant), dated as of July 29, 2022, as supplemented, amended and waived by this Consent, and as such may be amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have extended certain revolving and term facilities to the Borrowers;

WHEREAS, the Company, through one of more of its Subsidiaries, desires to sell pursuant to the terms and subject to the conditions of that certain Sale and Purchase Agreement, by and between LVI Lux Financing S.a r.l (the "Seller") and Opportunity Partners B.V. (such entity or the Purchaser Nominee (as defined therein), the "BL Buyer") attached hereto as Exhibit A (including all schedules, exhibits and annexes thereto, collectively, the "Purchase Agreement" and, together with (i) the notary letter agreement confirming the terms and conditions upon which the civil-law notary will hold the funds relating to the BL Sale (as defined below) in its notary account and will execute the notarial deed of transfer of shares, entered into by and between the acting civil-law notary, the Seller, the BL Buyer and any other parties required to be a party thereto, the "Dutch Notarial Letter Agreement" and (ii) the notarial deed of transfer by way of which the shares in Apollo (as defined below) will be transferred to the BL Buyer, the "Dutch Notarial Deed of Transfer", the "BL Sale Documents" and such sale, the "BL Sale") all or substantially all of the assets and operations of the "BrandLoyalty" business segment (the "BL Business"), which is conducted by Apollo Holdings B.V. ("Apollo") and its Subsidiaries listed on Schedule I attached hereto (including Apollo, the "BL Entities");

WHEREAS, in order to provide funds to continue the operation of the BL Business until the date of closing of the BL Sale, the Company desires to cause Brand Loyalty International B.V. and Brand Loyalty Sourcing B.V. (together, the "BL Bridge Borrowers") to borrow from the BL Buyer (in such capacity, together with any permitted assignee, the "BL Bridge Lender"), pursuant to that certain Bridge Loan Agreement, by and among the BL Bridge Lender and the BL Bridge Borrowers attached hereto as Exhibit B (including all schedules, exhibits and annexes thereto, collectively, the "BL Bridge Loan Agreement"), Indebtedness in the aggregate principal amount at any one time outstanding of up to €25,000,000, which may be borrowed, repaid and reborrowed on a revolving basis (the "BL Bridge Loans"), and to secure the BL Bridge Loans with liens (the "BL Bridge Liens") on the "Collateral" as defined in that certain Intercreditor Agreement Including Inventory Pledge, by and among Brand Loyalty Sourcing B.V. as Pledgor (as defined therein, the "BL Bridge Pledgor"), the BL Bridge Lender, as Inventory Pledgee (as defined therein), and the Administrative Agent, as Existing Pledgee (as defined therein) attached hereto as Exhibit C (such collateral, the "BL Bridge Collateral" and such agreement, including all schedules, exhibits and annexes thereto, collectively, the "BL Bridge Loan Intercreditor Agreement" and together with the BL Bridge Loan Agreement and any other agreements, documents, instruments or writings

entered into, delivered, filed or recorded in connection with the BL Bridge Loan Agreement, the "BL Bridge Loan Documents"); and

WHEREAS, the Company has requested that the Required Lenders agree, in accordance with the terms, and subject to the conditions, set forth in this Consent, to certain consents, amendments and waivers as provided in this Consent, including that they: (i) subject to the terms and conditions of the BL Bridge Loan Documents, consent to the BL Bridge Loans and the BL Bridge Liens, (ii) subject to the terms and conditions of the BL Bridge Loan Intercreditor Agreement, consent to the subordination of the Liens granted to and/or held by the Administrative Agent in the BL Bridge Collateral pursuant to the terms of certain Collateral Documents to the BL Bridge Liens granted to and/or held by the BL Buyer in the BL Bridge Collateral pursuant to the BL Bridge Loan Intercreditor Agreement securing the BL Bridge Loans, (iii) subject to the terms and conditions of the BL Sale Documents, consent to the BL Sale and the Related Transactions (as defined below), (iv) agree to amend the Credit Agreement as set forth herein, (v) agree to a limited forbearance, as described below, from exercising remedies under the Loan Documents, (vi) consent to the release of their (a) Liens on solely the assets constituting the BL Business and the Equity Interests in the BL Entities, and (b) claims against the BL Entities in connection with the BL Sale and the Related Transactions, and (vii) consent to the release of Apollo and the other Guarantors that are BL Entities and Loan Parties under the Loan Documents in connection with the BL Sale.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings, if any, assigned to such terms in the Credit Agreement.

2. Consent.

(a) Subject to the terms and conditions hereof, and with effect from and after the BL Bridge Loan Consent Effective Date (as defined below), and notwithstanding any contrary provision in any Loan Document, the Administrative Agent and Lenders constituting Required Lenders hereby:

(i) consent to:

(x) the incurrence from time to time by the BL Bridge Borrowers of the BL Bridge Loans pursuant to the BL Bridge Loan Agreement;

(y) the grant by the BL Bridge Pledgor of Liens on the BL Bridge Collateral in order to secure the BL Bridge Loans; and

(z) the Seller entering into the Purchase Agreement;

(ii) consent to the subordination of the Liens on the BL Bridge Collateral granted to and/or held by the Administrative Agent pursuant to the terms of certain Collateral Documents to the BL Bridge Liens granted to and/or held by the BL Buyer in the BL Bridge Collateral pursuant to the BL Bridge Loan Intercreditor Agreement securing the BL Bridge Loans, on the terms and subject to the conditions set forth in the BL Bridge Loan Intercreditor Agreement, and authorize and direct the Administrative Agent to execute and deliver the BL Bridge Loan Intercreditor Agreement attached hereto and all other necessary BL Bridge Loan Documents in connection therewith (all of which other documentation shall be reasonably satisfactory to the Administrative Agent and, to the extent set forth in Section 3(b)(vi), the Required Lenders);

(iii) if Required Lenders but less than all Lenders have executed this Consent, solely with respect to the BL Sale to be consummated pursuant to the Purchase Agreement, amend Section 7.04 and Section 7.05 of the Credit Agreement to permit the following transactions (the "Related Transactions"): (A) the transfer of any assets forming part of the BL Business from a Netherlands Borrower to a BL Entity that is a Guarantor and (B) the merger, de-merger, amalgamation, dissolution, liquidation or consolidation of one or more of the Netherlands Borrowers with or into one or more Guarantors that are BL Entities (with the Guarantor being the surviving entity); provided that, prior to the BL Sale Release Effective Time (as defined below), in no event shall any assets or other property forming part of the BL Business be transferred outside of the BL Entities (other than transfers of assets or other property in the ordinary course of the BL Business that are expressly permitted by the Credit Agreement or the BL Bridge Loan Intercreditor Agreement); provided, further, that, from and after the date hereof, except with respect to Dispositions permitted pursuant to this clause (iii), neither the Company nor any of its Subsidiaries that is not a BL Entity shall sell, transfer, convey or otherwise dispose of any assets or other property of the Company or such Subsidiary to any BL Entity (including with respect to any such sale, transfer, conveyance or disposition that is permitted under the Credit Agreement); and

(iv) from the BL Bridge Loan Consent Effective Date until the earliest to occur of (A) the BL Sale Release Effective Time, (B) a Termination Event (as defined in the BL Bridge Loan Intercreditor Agreement) or (C) a bankruptcy or other insolvency event relating to the BL Bridge Pledgor, agree that the Administrative Agent shall not, and direct the Administrative Agent to not, and the Administrative Agent hereby agrees to not, exercise any remedies under the Loan Documents with respect to the BL Entities or the BL Bridge Loan Collateral, regardless of whether an Event of Default has occurred and is continuing.

(b) Subject to the terms and conditions hereof, and with effect from and after the BL Sale Release Effective Time, and notwithstanding any contrary provision in any Loan Document, the Administrative Agent and Lenders constituting Required Lenders hereby:

(i) consent to the consummation of the BL Sale in accordance with the terms of the BL Sale Documents;

(ii) release and terminate all Liens on (A) the assets of the BL Entities and (B) the Equity Interests in the BL Entities, in each case securing the Obligations that form any part of the BL Business which are sold or otherwise disposed of to the BL Buyer in connection with the BL Sale (it being agreed that for purposes of this Consent, the assets of the BL Entities (including Equity Interests owned in other BL Entities) shall be deemed "sold" to the BL Buyer upon the sale of the Equity Interests in Apollo by the Seller to the BL Buyer), and the Required Lenders authorize and direct (x) the Administrative Agent and, to the extent expressly provided for in such customary release and termination documentation, the BL Buyer to execute and deliver such releases and termination documentation (the "BL Sale Release Documents") all of which releases and termination documentation shall be reasonably satisfactory to the Administrative Agent and, to the extent such releases and termination documentation contain materially different releases, consents, agreements or forbearances than contemplated by this Consent, such documentation shall be satisfactory to the Administrative Agent and the Required Lenders)) as shall be reasonably requested by the Company or the BL Buyer in connection with the closing of the BL Sale, and (y) the Administrative Agent to take such actions as shall be necessary to effectuate the foregoing;

(iii) release all Guarantors that are BL Entities from all of their obligations under the Loan Documents;

(iv) if all Lenders have executed this Consent, release the Netherlands Borrowers from all of their obligations under the Loan Documents; and

(v) if Required Lenders but less than all Lenders have executed this Consent, (A) agree to permanently forbear, and hereby irrevocably direct the Administrative Agent to (and the Administrative Agent hereby agrees to) permanently forbear, from enforcing or exercising any rights or remedies under the Loan Documents against the BL Entities, including the Netherlands Borrowers, or any of the assets of the BL Entities that form any part of the BL Business which are sold or otherwise disposed of to the BL Buyer in connection with the BL Sale, and (B) agree that, from and after the BL Sale Release Effective Time, (1) none of the BL Entities, including the Netherlands Borrowers, and their direct and indirect assets are subject to the covenants set forth in the Loan Documents, (2) no representations or warranties are made with respect to the BL Entities, including the Netherlands Borrowers, or their direct or indirect assets, and (3) no action or omission by, and no fact or circumstance with respect to, the BL Entities, including the Netherlands Borrowers, or their direct or indirect assets shall give rise to a Default or Event of Default.

(c) The Borrowers and Guarantors represent and warrant that (i) the BL Bridge Collateral does not constitute substantially all of the Collateral, (ii) the BL Sale will not constitute a Disposition of substantially all of the assets of the Loan Parties, (iii) except as set forth on Schedule II attached hereto, there are no contracts or agreements between the BL Entities, on the one hand, and the Company and any of its affiliates (other than the BL Entities) on the other hand (collectively, "Intercompany Arrangements") and (iv) there are no payables, receivables, liabilities and other obligations between the BL Entities, on the one hand, and the Company and its Affiliates (other than the BL Entities) on the other that will not be released and discharged on or prior to the BL Sale Release Effective Time, (v) except as set forth on Schedule II attached hereto, none of the assets or other property owned or leased by any BL Entity are being used in whole or material part in connection with a business of the Company or any Subsidiary that is not a BL Entity. The Company covenants and agrees that it shall not permit any Intercompany Arrangements to arise or be entered into from the date hereof until the consummation of the BL Sale. The Borrowers and the Guarantors hereby agree and acknowledge that, effective upon the BL Bridge Loan Consent Effective Date, the Netherlands Borrowers shall not, and will no longer be authorized to, submit any Loan Notices requesting a Borrowing.

(d) The Company covenants and agrees that it shall cause the Seller to (i) comply with its obligations under the Purchase Agreement and the other BL Sale Documents and (ii) enforce its rights under the Purchase Agreement and the other BL Sale Documents, including seeking specific performance under Section 6 of the Purchase Agreement to cause the Completion (as defined in the Purchase Agreement) to occur in the event that all of the Conditions Precedent (as defined in the Purchase Agreement) have been met (other than any conditions that, by their nature, are to be completed or performed as of the Completion). In addition, the Company covenants and agrees that it shall cause all assets and other property (including the assets and other property set forth on Schedule II attached hereto) that are owned or leased by any BL Entity that are being used in whole or material part in connection with a business of the Company or any Subsidiary that is not a BL Entity and are not material to the BL Business to be turned over to the Company or such Subsidiary that is not a BL Entity on or prior to the BL Sale Release Effective Time. The Administrative Agent and the Required Lenders shall be entitled to specifically enforce the provisions of this Section 2(d).

(e) The Administrative Agent and the Lenders party to this Consent acknowledge and agree that the consents, waivers and amendments set forth in this Section 2 are intended to be effective as waivers or amendments of any contrary provisions of the Loan Documents, and that no Default or Event of Default shall arise from actions, omissions, events or circumstances to which the Administrative Agent and Lenders party to this Consent have consented in this Section 2.

(f) Other than with respect to actions, omissions, events and circumstances contemplated by this Consent, each Loan Party shall continue to comply with all limitations, restrictions and prohibitions that would otherwise be effective or applicable under the Credit Agreement or any other Loan Document. The consents and amendments set forth in this Section 2 are limited in nature and the execution and delivery of this Consent shall not: (i) constitute an extension, amendment, modification, or waiver of any aspect of any of the Loan Documents, except as expressly set forth herein; (ii) extend the maturity of the Obligations or the due date of any payment or performance of any Obligations or other obligations under the Loan Documents or payable in connection with the Loan Documents; or (iii) (A) give rise to any obligation on the part of the Lenders to extend, modify or waive any term or condition of the Loan Documents other than as expressly contemplated by this Consent; (B) establish any course of dealing with respect to the Loan Documents; or (C) give rise to any defenses or counterclaims to the right of the Lenders to compel payment of the Obligations or otherwise enforce their rights and remedies set forth in the Loan Documents (as amended, waived and otherwise modified by this Consent and subject in all respects to the BL Bridge Loan Intercreditor Agreement).

3. Consent and Release Effective Dates.

(a) Section 2(a) of this Consent will become effective on the first date (the "BL Bridge Loan Consent Effective Date") on which all of the following conditions precedent shall have been satisfied:

(i) the Administrative Agent and the Lenders party hereto shall have received, in form and substance reasonably satisfactory to them, counterparts of this Consent duly executed by each Loan Party and Lenders that constitute Required Lenders, and acknowledged by the Administrative Agent;

(ii) the Borrowers shall have provided the Administrative Agent and the Lenders party hereto with a copy of the executed Purchase Agreement attached hereto as Exhibit A, which is deemed satisfactory to the Administrative Agent and the Required Lenders and copies of all other BL Sale Documents agreed upon between the Seller and the BL Buyer on the date of the execution of the Purchase Agreement, all of which other BL Sale Documents shall be deemed satisfactory to the Administrative Agent and the Required Lenders;

(iii) (A) the Borrowers shall have provided the Administrative Agent and the Lenders party hereto with a copy of the executed BL Bridge Loan Agreement attached hereto as Exhibit B, which is deemed satisfactory to the Administrative Agent and the Required Lenders and (B) the closing and funding of the initial borrowing of the BL Bridge Loans in accordance with the BL Bridge Loan Agreement and the other BL Bridge Loan Documents shall have occurred substantially concurrently with the BL Bridge Loan Consent Effective Date;

(iv) the BL Buyer and the Administrative Agent shall have entered into the BL Bridge Loan Intercreditor Agreement attached hereto as Exhibit C, which is deemed satisfactory to the Administrative Agent and the Required Lenders; and

(v) the Loan Parties shall have paid all accrued out-of-pocket fees, costs and expenses incurred by the Administrative Agent and its Affiliates and the ad hoc group of certain holders of the Term B Loans represented by Gibson, Dunn & Crutcher LLP as counsel (the "Term B Group"), including without limitation, the documented fees, charges and disbursements of U.S. and non-U.S. counsel and financial advisors (including, without limitation, Piper Sandler) to the Administrative Agent and the Term B Group with respect to the BL Bridge Loan Documents, the Purchase Agreement, the other BL Sale Documents, the Credit Agreement, this Consent, or any

other Loan Documents or rights hereunder and thereunder, in each case that have been invoiced to the Company not less than one Business Day prior to the BL Bridge Loan Consent Effective Date.

(b) Section 2(b) of this Consent will become effective as of the moment immediately prior to the transfer in respect of the BL Sale becoming effective pursuant to the execution of the Dutch Notarial Deed of Transfer (the "BL Sale Release Effective Time"), subject to the following conditions precedent having been satisfied:

(i) the BL Bridge Loan Consent Effective Date shall have occurred;

(ii) (x) all of the Intercompany Arrangements set forth on Schedule II, shall have been fully unwound or terminated, as applicable, (y) no other Intercompany Arrangements exist that will survive the BL Sale Release Effective Time, and (z) no payables, receivables, liabilities and other obligations between the BL Entities, on the one hand, and the Company and its Affiliates (other than the BL Entities) on the other exist that will survive the BL Sale Release Effective Time;

(iii) the Borrowers shall have provided the Administrative Agent and the Lenders party hereto with a copy of the executed Dutch Notarial Letter Agreement and the form of the Dutch Notarial Deed of Transfer as such deed of transfer will be executed by the civil-law notary to consummate the BL Sale, each of which documents shall be in form and substance satisfactory to the Administrative Agent and the Required Lenders;

(iv) the BL Bridge Loan Intercreditor Agreement, the BL Bridge Loan Documents, and the BL Sale Documents shall be in full force and effect immediately prior to and concurrently with the BL Sale Release Effective Time;

(v) following the BL Bridge Loan Consent Effective Date, (i) there have been no amendments, supplements, variations, increases, extensions, additions, waivers or consents to the BL Bridge Loan Agreement, the BL Bridge Loan Intercreditor Agreement, the Purchase Agreement, the Dutch Notarial Letter Agreement, the Dutch Notarial Deed of Transfer, any other principal BL Bridge Loan Document or any other principal BL Sale Documents, as applicable, without the prior written approval of the Administrative Agent and the Required Lenders and (ii) no party to any of the documents listed in (i) hereof shall have entered into any new agreements, letters, documents or other writings or have taken any actions with respect to the BL Business and the BL Entities that alter, amend, waive, or supplement the transactions contemplated in this Consent, the BL Sale Documents or the BL Loan Documents in a manner adverse to the Administrative Agent or the Lenders (as determined by counsel for the Term B Group and the Administrative Agent, as applicable, in their reasonable discretion), without the prior written approval of the Administrative Agent and the Required Lenders;

(vi) following the BL Bridge Loan Consent Effective Date, there have been no amendments, supplements, variations, increases, extensions, additions, waivers or consents to any non-principal BL Bridge Loan Document or any non-principal BL Sale Document, as applicable, that could change the terms thereof in a manner adverse to the Lenders and/or the Administrative Agent (as determined by counsel for the Term B Group and the Administrative Agent, as applicable, in their reasonable discretion) without the prior written approval of the Administrative Agent and the Required Lenders (such approval of the Administrative Agent and the Required Lenders, as applicable, not to be unreasonably withheld or delayed);

(vii) there are no other agreements, documents or written understandings between or among (1) the BL Bridge Borrowers, the BL Bridge Pledgor and/or the BL Bridge Lender that would expand, modify or otherwise affect the terms of the BL Bridge Loan Agreement, the BL Bridge Loan Intercreditor Agreement, the Dutch Notarial Letter Agreement, the Dutch Notarial Deed of Transfer or any other principal BL Bridge Loan Document or the respective rights or obligations of the parties thereunder or (2) the BL Buyer and the Seller that would expand, modify or otherwise affect the terms of the BL Sale Documents or the respective rights or obligations of the parties thereunder, in the case of each of clauses (1) and (2), in a manner adverse to any of the Lenders and/or the Administrative Agent (as determined by counsel for the Term B Group and the Administrative Agent, as applicable, in their reasonable discretion), except as approved in writing by the Administrative Agent and the Required Lenders;

(viii) there are no outstanding or continuing material breaches, violations or defaults on the part of the BL Bridge Lender under the BL Bridge Loan Documents;

(ix) the Loan Parties shall have paid all accrued out-of-pocket fees, costs and expenses incurred by the Administrative Agent and its Affiliates and the Term B Group, including without limitation, the documented fees, charges and disbursements of U.S. and non-U.S. counsel and financial advisors (including, without limitation, Piper Sandler), which U.S. and non-U.S. counsel and financial advisors are set forth on Schedule III, to the Administrative Agent and the Term B Group with respect to the BL Bridge Loan Documents, the Purchase Agreement, the other BL Sale Documents, the Credit Agreement, this Consent, or any other Loan Documents or rights hereunder and thereunder, in each case that have been invoiced to the Company not less than three Business Days prior to the BL Sale Release Effective Time; and

(x) the Administrative Agent shall have received evidence of (A) the cancellation, surrender or return for cancellation of each of Letter of Credit No. 68178083 in the amount of $200,000 and Letter of Credit No. 68180626 in the amount of 7,500,000 euros, each issued by Bank of America, N.A. as L/C Issuer under the Credit Agreement, without any unreimbursed drawing having been made under either of them following the BL Bridge Loan Consent Effective Date or (B) other arrangements acceptable to the Administrative Agent with respect to such Letters of Credit.

(c) For purposes of determining compliance with the conditions specified in (i) Section 3(a), each Lender that has executed this Consent and delivered it to the Administrative Agent shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required under Section 3(a) to be consented to or approved by or acceptable or satisfactory to such Lender unless the Administrative Agent shall have received notice from such Lender prior to the occurrence of the BL Bridge Loan Consent Effective Date specifying its objection thereto, and (ii) Section 3(b), each Lender (and any transferee of any Commitments, Loans, or participations in L/C Obligations held by such Lender) that has executed this Consent and delivered it to the Administrative Agent shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required under Section 3(b) to be consented to or approved by or acceptable or satisfactory to such Lender unless the Administrative Agent shall have received notice from such Lender prior to the occurrence of the BL Sale Release Effective Time specifying its objection thereto (in the case of any document, after the Administrative Agent has delivered a copy of such document to such Lender or posted a copy of such document to the Platform).

(d) Except as expressly contemplated by this Consent, the BL Bridge Loan Intercreditor Agreement or the BL Sale Release Documents (collectively, the "BL Sale Consent Documents"), the Credit Agreement and each other Loan Document shall remain unchanged and in full force and effect and each is hereby ratified and confirmed in all respects, and each consent, waiver and amendment contained herein shall be limited to the express purpose set forth herein and shall not constitute

a consent or waiver of any other condition or circumstance under or with respect to the Credit Agreement or any of the other Loan Documents.

(e) The Administrative Agent will notify the Company and the relevant Lenders of the occurrence of the BL Bridge Loan Consent Effective Date and the BL Sale Release Effective Time, respectively.

4. No Novation; Reaffirmation. Neither the execution and delivery of this Consent nor the consummation of any other transaction contemplated hereunder is intended to constitute a novation of the Credit Agreement or of any of the other Loan Documents or any obligations thereunder. Each Loan Party acknowledges and consents to all of the terms and conditions of this Consent, and each Loan Party, subject to the terms of the BL Sale Consent Documents, confirms and affirms (i) all of its obligations under the Loan Documents and (ii) that each of the Liens granted in or pursuant to the Loan Documents are valid and subsisting as security for the payment and performance of the Obligations outstanding on the BL Bridge Loan Consent Effective Date and the BL Sale Release Effective Time, respectively, immediately prior to the effectiveness of the consents, waivers and agreements provided by this Consent and the BL Bridge Loan Intercreditor Agreement, and (c) agrees that the BL Sale Consent Documents, except to the extent set forth therein, (i) do not operate to reduce or discharge any Loan Party's obligations under the Loan Documents and (ii) in no manner impair or otherwise adversely affect any of the Liens granted in or pursuant to the Loan Documents.

5. Miscellaneous.

(a) Except as herein expressly contemplated by BL Sale Consent Documents, all terms, covenants and provisions of the Credit Agreement and each other Loan Document are and shall remain in full force and effect. All references in any Loan Document to the "Credit Agreement" or "this Agreement" (or similar terms intended to reference the Credit Agreement) shall henceforth refer to the Credit Agreement as consented to, waived and modified by this Consent. This Consent shall be deemed incorporated into, and a part of, the Credit Agreement.

(b) This Consent shall be binding upon and inure to the benefit of the parties hereto, each Lender (including any Lender that is not a party hereto), and their respective successors and assigns. The BL Buyer shall be provided with a copy of this Consent as fully executed and shall be entitled to rely upon it.

(c) THIS CONSENT IS SUBJECT TO THE PROVISIONS OF SECTIONS 10.14 , 10.15 AND 10.16 OF THE CREDIT AGREEMENT RELATING TO GOVERNING LAW, JURISDICTION, SERVICE OF PROCESS, VENUE AND WAIVER OF RIGHT TO TRIAL BY JURY, THE PROVISIONS OF WHICH ARE BY THIS REFERENCE INCORPORATED HEREIN IN FULL.

(d) This Consent may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The BL Sale Consent Documents, the Credit Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 3, this Consent shall become effective when it shall have been acknowledged by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of the Required Lenders and each of the other parties required to be a party hereto. This Consent may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Consent may not be amended except in accordance with the provisions of Section 10.01 of the Credit Agreement and any such amendment that would be adverse to the interests of the BL Buyer shall be

subject to the review and approval of the BL Buyer, such approval not to be unreasonably withheld, conditioned or delayed.

(e) If any provision of this Consent, the Credit Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (i) the legality, validity and enforceability of the remaining provisions of this Consent, the Credit Agreement and the other Loan Documents shall not be affected or impaired thereby and (ii) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(f) The Company agrees to pay in accordance with Section 10.04 of the Credit Agreement all out-of-pocket fees, costs and expenses incurred by the Administrative Agent and its Affiliates and the Term B Group in connection with the preparation, execution, delivery and administration of this Consent and the other instruments and documents to be delivered hereunder, including, without limitation, the documented fees, charges and disbursements of U.S. and non-U.S. counsel and financial advisors (including, without limitation, all such counsel and financial advisors set forth on Schedule II) to the Administrative Agent and the Term B Group with respect thereto and with respect to advising the Administrative Agent and the Term B Group as to its rights and responsibilities hereunder and thereunder.

(g) For good and valuable consideration, the sufficiency of which is hereby acknowledged, effective on each of the BL Bridge Loan Consent Effective Date and the BL Sale Release Effective Time, each Loan Party hereby voluntarily and knowingly releases and forever discharges (in each case, whether or not a party hereto) the Administrative Agent (and any sub-agent thereof), the Swing Line Lender, each Arranger, each Lender and each L/C Issuer, and each Related Party of any of the foregoing Persons (each, a "Lender Party Released Person"), from all possible claims, demands, actions, causes of action, damages, costs, expenses and liabilities whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, fixed, contingent or conditional, at law or in equity, originating and pertaining to facts, events or circumstances existing, at any time on or before the BL Bridge Loan Consent Effective Date or the BL Sale Release Effective Time, as applicable, in each case that arise from this Consent or any acts or omissions of any such Lender Party Released Person under this Consent, including the negotiation, execution or implementation of this Consent, which such Loan Party may have against any Lender Party Released Person, in each case irrespective of whether such claims arise out of contract, tort, violation of law or regulations, or other legal theory. This release and agreement shall survive the termination of this Consent, the Credit Agreement and the other Loan Documents.

(h) This Consent shall constitute a "Loan Document" under and as defined in the Credit Agreement.

(i) This Consent represents the final agreement between the parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten agreements between the parties. Each Loan Party acknowledges that none of the Administrative Agent, any Lender party hereto, or any of their respective officers, directors, agents, employees, assigns or representatives have made any statement, representation or promise to induce any Loan Party to enter into this Consent except as expressly set forth herein. Each Loan Party further acknowledges that it is not relying upon any statements, representations, or promises of the Administrative Agent, any Lender party hereto, or any of their respective officers, directors, agents, employees, assigns or representatives in entering into this Consent, except as expressly set forth herein. Each party relies exclusively upon its own judgment in entering into this Consent.

[*Signature Pages Follow.*]

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be duly executed as of the date first above written.

BORROWERS:

LOYALTY VENTURES INC.

/s/ Charles L. Horn
By: Charles L. Horn
Title: President & Chief Executive Officer

BRAND LOYALTY GROUP B.V.

/s/ F.M.P. Bekkers
By: F.M.P. Bekkers
Title: Authorized pursuant to a power of attorney

BRAND LOYALTY HOLDING B.V.

/s/ F.M.P. Bekekrs
By: **Brand Loyalty Group B.V.**
Title: Director
By: F.M.P. Bekkers
Title: Authorized pursuant to a power of attorney

BRAND LOYALTY INTERNATIONAL B.V.

/s/ F.M.P. Bekkers
By: F.M.P. Bekkers
Title: Director

GUARANTORS:

LOYALTYONE, CO.

/s/ Jeffrey L. Fair
By: Jeffrey L. Fair
Title: Vice President, Tax

LVI LUX HOLDINGS S.À R.L.

/s/ J.L. Fair
By: J.L. Fair
Title: Class A Manager

LVI LUX FINANCING S.À R.L.

/s/ J.L. Fair
By: J.L. Fair
Title: Class A Manager

APOLLO HOLDINGS B.V.

/s/ J.L. Fair
By: J.L. Fair
Title: Director A

LVI LUX HOLDINGS S.À R.L.

/s/ S. Hepineuze
By: S. Hepineuze
Title: Class B Manager

LVI LUX FINANCING S.À R.L.

/s/ S. Hepineuze
By: S. Hepineuze
Title: Class B Manager

APOLLO HOLDINGS B.V.

/s/ F.M.P. Bekkers
By: F.M.P. Bekkers
Title: Director B

BRAND LOYALTY AMERICAS B.V.

/s/ F.M.P Bekkers
By: **Brand Loyalty International B.V.**
Title: Director
By: F.M.P. Bekkers
Title: Director

BRAND LOYALTY EUROPE B.V.

/s/ F.M.P. Bekkers
By: **Brand Loyalty International B.V.**
Title: Director
By: F.M.P. Bekkers
Title: Director

BRAND LOYALTY ASIA B.V.

/s/ F.M.P Bekkers
By: **Brand Loyalty International B.V.**
Title: Director
By: F.M.P. Bekkers
Title: Director

BRAND LOYALTY SOURCING B.V.

/s/ F.M.P Bekkers
By: **Brand Loyalty International B.V.**
Title: Director
By: F.M.P. Bekkers
Title: Director

BRAND LOYALTY B.V.

/s/ F.M.P Bekkers
By: **Brand Loyalty International B.V.**
Title: Director
By: F.M.P. Bekkers
Title: Director

WORLD LICENSES B.V.

/s/ F.M.P Bekkers

By: **Brand Loyalty Sourcing B.V.**

Title: Director

By: **Brand Loyalty International B.V.**

Title: Director

By: F.M.P. Bekkers

Title: Director

ICEMOBILE AGENCY B.V.

/s/ F.M.P Bekkers

By: **Brand Loyalty International B.V.**

Title: Director

By: F.M.P. Bekkers

Title: Director

BRAND LOYALTY DEVELOPMENT B.V.

/s/ F.M.P Bekkers

By: F.M.P. Bekkers

Title: Director

BRAND LOYALTY RUSSIA B.V.

/s/ F.M.P Bekkers

By: **Brand Loyalty Europe B.V.**

Title: Director

By: **Brand Loyalty International B.V.**

Title: Director

By: F.M.P. Bekkers

Title: Director

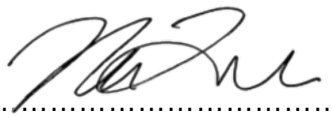
ADMINISTRATIVE AGENT: **BANK OF AMERICA, N.A.**, as Administrative Agent

/s/ Taelitha Bonds-Harris

By: Taelitha Bonds-Harris

Title: Assistant Vice President

This is **Exhibit "K"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario



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A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

SEARCH SUMMARY

1. PERSONAL PROPERTY SECURITY ACT (or equivalent)

A. Searches conducted on the current name of the Applicant:

ONTARIO

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
LOYALTYONE, CO.	Ontario	Business Debtor	March 7, 2023	March 6, 2023	3

Registration Number: 20211027 1316 1590 1370	Date of Registration: October 27, 2021	Reg. Period: 10 years	Contains: 1 registration(s)
File Number: 777686328	Registration Expiry: October 27, 2031	Rem.: 7 Years	Family 1 of 3
	(Expiry Date includes subsequent Renewals)		

Registration Number: 20211027 1316 1590 1370

Type of Registration: PPSA FINANCING STATEMENT

BLOCK	DEBTOR(S) NAME	DEBTOR(S) ADDRESS
	LOYALTYONE, CO.	351 KING STREET EAST, SUITE 200, TORONTO, ON, M5A 0L6
BLOCK	**SECURED PARTY NAME**	**SECURED PARTY ADDRESS**
	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	GATEWAY VILLAGE, 900 BUILDING, 900 W TRADE ST., CHARLOTTE, NC, 28255

GENERAL COLLATERAL
INVENTORY, EQUIPMENT, ACCOUNTS, OTHER, MOTOR VEHICLE INCLUDED (NO VIN PROVIDED). ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR EXCEPT REDEMPTION SETTLEMENT ASSETS OF THE DEBTOR THAT ARE REQUIRED TO BE RESERVED FOR COLLECTORS IN THE AIR MILES REWARD PROGRAM.

Registration Number: 20170512 1448 5064 1874	Date of Registration: May 12, 2017	Reg. Period: 6 years	Contains: 1 registration(s)
File Number: 727595721	Registration Expiry: May 12, 2023 (Expiry Date includes subsequent Renewals)	Rem.: < 1 Year	Family 2 of 3

Registration Number: 20170512 1448 5064 1874

Type of Registration: PPSA FINANCING STATEMENT

BLOCK	DEBTOR(S) NAME	DEBTOR(S) ADDRESS
	LOYALTYONE, CO.	438 UNIVERSITY AVE, TORONTO, ON, M5G 2L1
BLOCK	**SECURED PARTY NAME**	**SECURED PARTY ADDRESS**
	WELLS FARGO EQUIPMENT FINANCE COMPANY	2300 MEADOWVALE BLVD, MISSISSAUGA, ON, L5N 5P9
GENERAL COLLATERAL		

EQUIPMENT.

ALL GOODS WHICH ARE PHOTOCOPIERS, MULTIFUNCTION DEVICES, PRINTERS, PRODUCTION PRINTERS, FAX MACHINES, PROJECTORS, VIDEO CONFERENCING, INTERACTIVE WHITEBOARDS, SERVERS, AND SOFTWARE MANUFACTURED, DISTRIBUTED, OR SOLD BY RICOH CANADA INC. THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 9920032-001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)

Registration Number: 19921210 1344 0043 1256	Date of Registration: December 10, 1992	Reg. Period: 99	Contains: 10 registration(s)
File Number: 433952442	Registration Expiry: October 29, 2120	Rem.: 97 Years	Family 3 of 3
	(Expiry Date includes subsequent Renewals)		

Registration Number: 20211029 1452 1590 2018

Type of Registration: PPSA FINANCING STATEMENT

BLOCK	DEBTOR(S) NAME	DEBTOR(S) ADDRESS
	LOYALTYONE, CO.	SUITE 600, 438 UNIVERSITY AVENUE, TORONTO, ON, M5G 2L1

BLOCK	SECURED PARTY NAME	SECURED PARTY ADDRESS
	RBC INVESTOR SERVICES TRUST AS TRUSTEE OF THE RESERVE FUND	RBC CENTRE, 155 WELLINGTON ST WEST, 3RD FLOOR, TORONTO, ON, M5V 3L3

GENERAL COLLATERAL

EQUIPMENT, ACCOUNTS, OTHER.

ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN THE FOLLOWING PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY, (A) ALL INVESTMENTS WHICH ARE AT ANY TIME OR FROM TIME TO TIME DEPOSITED WITH OR SPECIFICALLY ASSIGNED TO THE SECURED PARTY OR ITS AGENTS BY THE DEBTOR FOR THE PURPOSES OF THE AMENDED AND RESTATED REDEMPTION RESERVE AGREEMENT DATED AS OF DECEMBER 31, 2001 BETWEEN THE DEBTOR AND RBC INVESTOR SERVICES TRUST (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "REDEMPTION RESERVE AGREEMENT") AND ALL INVESTMENTS DERIVED FROM THE INVESTMENT OF ANY MONIES OR OTHER INVESTMENTS WHICH, IN EACH CASE, ARE NOW OR MAY HEREAFTER BE PART OF THE RESERVE FUND (AS DEFINED IN THE REDEMPTION RESERVE AGREEMENT), (B) WITHOUT LIMITING ITEM (A) ABOVE, THE RIGHT OF THE DEBTOR TO BE PAID OR RECEIVE ANY AND ALL REDEMPTION FEES (AS DEFINED IN SECTION 2.01(B) OF THE AMENDED AND RESTATED SECURITY AGREEMENT DATED AS OF DECEMBER 31, 2001 BETWEEN THE DEBTOR AND THE SECURED PARTY) PAYABLE AT ANY TIME OR FROM TIME TO TIME THEREUNDER, (C) ALL SUBSTITUTIONS, ACCRETIONS AND ADDITIONS TO ANY OF THE MONIES OR INVESTMENTS DESCRIBED ABOVE, INCLUDING, WITHOUT LIMITATION, ALL INTEREST, DIVIDENDS OR OTHER AMOUNTS EARNED OR DERIVED THEREFROM, (D) ALL CERTIFICATES AND INSTRUMENTS EVIDENCING THE FOREGOING, (E) ALL PROCEEDS OF ANY OF THE FOREGOING OF ANY NATURE AND KIND INCLUDING, WITHOUT LIMITATION, GOODS, INTANGIBLES, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, OR OTHER PERSONAL PROPERTY AND (F) GOODS, INTANGIBLES, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, OR OTHER PERSONAL PROPERTY AND ANY OTHER ASSETS OR PROPERTY FROM TIME TO TIME FORMING PART OF THE RESERVE FUND (AS DEFINED IN THE REDEMPTION RESERVE AGREEMENT) FOR THE PURPOSES OF THE REDEMPTION RESERVE AGREEMENT. IN THIS GENERAL COLLATERAL DESCRIPTION "INVESTMENTS" MEANS, AT ANY TIME, ANY INTANGIBLES, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, OR OTHER ASSETS OR PROPERTY OF THE DEBTOR, WITHOUT LIMITATION, THE FOLLOWING (A) NEGOTIABLE OR TRANSFERABLE MONEY MARKET INSTRUMENTS, IN BEARER FORM, OR IN REGISTERED FORM AND REGISTERED IN THE NAME OF THE SECURED PARTY, (B) INSTRUMENTS IN REGISTERED FORM REGISTERED IN THE NAME OF THE SECURED PARTY AND REPRESENTING DEPOSIT OBLIGATIONS (INCLUDING, WITHOUT LIMITATION, CERTIFICATES OF DEPOSIT, GUARANTEED INVESTMENT CERTIFICATES, DEPOSIT RECEIPTS OR EVIDENCES OF DEMAND DEPOSITS), (C) LETTERS OF CREDIT, GUARANTEES OR SIMILAR OBLIGATIONS OF ANY BANK, TRUST COMPANY, LOAN COMPANY OR OTHER FINANCIAL INSTITUTION AND (D) THE BENEFIT OF ANY SECURITY INTEREST IN FAVOUR OF DEBTOR IN ANY MONIES AND/OR IN ANY INVESTMENTS.

NOVA SCOTIA

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
LOYALTYONE, CO.	Nova Scotia	Debtors (Enterprise)	March 7, 2023	N/A	1

Registration Number: 25508482	Date of Registration: February 2, 2016	Reg. Period: Infinity	Contains: 2 registration(s)
	Registration Expiry: N/A	Rem.: N/A	

(Expiry Date includes subsequent Renewals)

Registration Number: 35356690

Type of Registration: PPSA Financing Statement

BLOCK	DEBTOR(S) NAME	DEBTOR(S) ADDRESS
	LoyaltyOne, Co.	Suite 600, 438 University Avenue, Toronto, ON, M5G 2L1, Canada

BLOCK	SECURED PARTY NAME	SECURED PARTY ADDRESS
	RBC Investor Services Trust as trustee of the Reserve Fund	RBC Centre, 155 Wellington ST West, 3rd Floor, Toronto, ON, M5V 3L3, Canada

GENERAL COLLATERAL

All of the Debtor's right, title and interest in the following present and after acquired personal property: (a) all Investments which are at any time or from time to time deposited with or specifically assigned to the Secured Party or its agents by the Debtor for the purposes of the Amended and Restated Redemption Reserve Agreement dated as of December 31, 2001 between the Debtor and RBC INVESTOR SERVICES TRUST (as amended, restated, supplemented or otherwise modified from time to time, the "Redemption Reserve Agreement") and all Investments derived from the investment of any monies or other Investments which, in each case, are now or may hereafter be part of the Reserve Fund (as defined in the Redemption Reserve Agreement); (b) without limiting item (a) above, the right of the Debtor to be paid or receive any and all Redemption Fees (as defined in Section 2.01(b) of the Amended and Restated Security Agreement dated as of December 31, 2001 between the Debtor and the Secured Party) payable at any time or from time to time thereunder; (c) all substitutions, accretions and additions to any of the monies or Investments described above, including, without limitation, all interest, dividends or other amounts earned or derived therefrom; (d) all certificates and instruments evidencing the foregoing; (e) all proceeds of any of the foregoing of any nature and kind including, without limitation, goods, intangibles, documents of title, instruments, investment property, or other personal property; and (f) goods, intangibles, documents of title, instruments, investment property, or other personal property and any other assets or property from time to time forming part of the Reserve Fund (as defined in the Redemption Reserve Agreement) for the purposes of the Redemption Reserve Agreement. In this General Collateral Description "Investments" means, at any time, any intangibles, documents of title, instruments, investment property, or other assets or property of the Debtor, without limitation, the following: (a) negotiable or transferable money market instruments, in bearer form, or in registered form and registered in the name of the Secured Party; (b) instruments in registered form registered in the name of the Secured Party and representing deposit obligations (including, without limitation, certificates of deposit, guaranteed investment certificates, deposit receipts or evidences of demand deposits); (c) letters of credit, guarantees or similar obligations of any bank, trust company, loan company or other financial institution; and (d) the benefit of any security interest in favour of Debtor in any monies and/or in any Investments.

Registration Number: 35343458 | Date of Registration: October 27, 2021 | Reg. Period: 10 Years | Contains: 1 registration(s)

	Registration Expiry: October 27, 2031 Rem.: 7 Years (Expiry Date includes subsequent Renewals)	
Registration Number: 35343458 Type of Registration: PPSA Financing Statement		
BLOCK	**DEBTOR(S) NAME**	**DEBTOR(S) ADDRESS**
	LOYALTYONE, CO.	351 KING STREET EAST, SUITE 200, TORONTO, ON, M5A 0L6, CANADA
BLOCK	**SECURED PARTY NAME**	**SECURED PARTY ADDRESS**
	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	GATEWAY VILLAGE - 900 BUILDING, 900 WEST TRADE ST., CHARLOTTE, NC, 28255, USA
GENERAL COLLATERAL		
A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY EXCEPT REDEMPTION SETTLEMENT ASSETS OF THE DEBTOR THAT ARE REQUIRED TO BE RESERVED FOR COLLECTORS IN THE AIR MILES® REWARD PROGRAM.		

ALBERTA

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
LOYALTYONE, CO.	Alberta	Business Debtor	March 7, 2023	N/A	1

Registration Number: 21102717456	Date of Registration: October 27, 2021 Registration Expiry: October 27, 2031 (Expiry Date includes subsequent Renewals)	Reg. Period: 10 Years Rem.: 7 Years	Contains: 1 registration(s)

Registration Number: 21102717456

Type of Registration: Security Agreement

BLOCK	DEBTOR(S) NAME	DEBTOR(S) ADDRESS
	LOYALTYONE, CO.	351 KING STREET EAST, SUITE 200, TORONTO, ON, M5A 0L6
BLOCK	**SECURED PARTY NAME**	**SECURED PARTY ADDRESS**
	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT	GATEWAY VILLAGE – 900 BUILDING, 900 W TRADE ST., CHARLOTTE NC 28255

GENERAL COLLATERAL

ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR EXCEPT REDEMPTION SETTLEMENT ASSETS OF THE DEBTOR THAT ARE REQUIRED TO BE RESERVED FOR COLLECTORS IN THE AIR MILES REWARD PROGRAM

BRITISH COLUMBIA

Our search of the Personal Property Security Registration System disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
LOYALTYONE, CO.	British Columbia	Business Debtor	March 7, 2023	N/A	NO RESULTS FOUND

QUEBEC

Our search of the Registre des Droits Personnels et Réels Mobiliers disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
LOYALTYONE, CO.	Quebec	Business Debtor	March 7, 2023	N/A	NO RESULTS FOUND

B. Searches conducted on the prior names of the Applicant:

Our search of the Personal Property Security Registration System and Registre des Droits Personnels et Réels Mobiliers, as applicable, in the jurisdictions referenced below disclosed the following:

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
CLICKGREENER INC.	Ontario	Business Debtor	January 6, 2023	January 5, 2023	NO RESULTS FOUND
CLICKGREENER INC.	Nova Scotia	Debtors (Enterprise)	January 6, 2023	N/A	NO RESULTS FOUND
CLICKGREENER INC.	Alberta	Business Debtor	January 6, 2023	N/A	NO RESULTS FOUND
CLICKGREENER INC.	British Columbia	Business Debtor	January 6, 2023	N/A	NO RESULTS FOUND
CLICKGREENER INC.	Quebec	Business Debtor	January 6, 2023	N/A	NO RESULTS FOUND
LOYALTYONE SPB, ULC	Ontario	Business Debtor	January 9, 2023	January 8, 2023	NO RESULTS FOUND
LOYALTYONE SPB, ULC	Nova Scotia	Debtors (Enterprise)	January 9, 2023	N/A	NO RESULTS FOUND
LOYALTYONE SPB, ULC	Alberta	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
LOYALTYONE SPB, ULC	British Columbia	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
LOYALTYONE SPB, ULC	Quebec	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
GREEN REWARDS INC.	Ontario	Business Debtor	January 9, 2023	January 8, 2023	NO RESULTS FOUND
GREEN REWARDS INC.	Nova Scotia	Debtors (Enterprise)	January 9, 2023	N/A	NO RESULTS FOUND
GREEN REWARDS INC.	Alberta	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
GREEN REWARDS INC.	British Columbia	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
GREEN REWARDS INC.	Quebec	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
1679549 ONTARIO INC.	Ontario	Business Debtor	January 9, 2023	January 8, 2023	NO RESULTS FOUND
1679549 ONTARIO INC.	Nova Scotia	Debtors (Enterprise)	January 9, 2023	N/A	NO RESULTS FOUND
1679549 ONTARIO INC.	Alberta	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
1679549 ONTARIO INC.	British Columbia	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
1679549 ONTARIO INC.	Quebec	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
MYGREENPOINTS INC.	Ontario	Business Debtor	January 9, 2023	January 8, 2023	NO RESULTS FOUND
MYGREENPOINTS INC.	Nova Scotia	Debtors (Enterprise)	January 9, 2023	N/A	NO RESULTS FOUND
MYGREENPOINTS INC.	Alberta	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
MYGREENPOINTS INC.	British Columbia	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
MYGREENPOINTS INC.	Quebec	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
LOYALTYONE, INC.	Ontario	Business Debtor	January 6, 2023	January 5, 2023	**RESULTS FOUND.** **[See ONTARIO summary for LoyaltyOne, Co., Reference File Number 433952442 (Family 3 of 3) for registration particulars.]**
LOYALTYONE, INC.	Nova Scotia	Debtors (Enterprise)	January 6, 2023	N/A	NO RESULTS FOUND
LOYALTYONE, INC.	Alberta	Business Debtor	January 6, 2023	N/A	NO RESULTS FOUND
LOYALTYONE, INC.	British Columbia	Business Debtor	January 6, 2023	N/A	NO RESULTS FOUND
LOYALTYONE, INC.	Quebec	Business Debtor	January 6, 2023	N/A	NO RESULTS FOUND
1302598 ONTARIO INC.	Ontario	Business Debtor	January 9, 2023	January 8, 2023	NO RESULTS FOUND
1302598 ONTARIO INC.	Nova Scotia	Debtors (Enterprise)	January 9, 2023	N/A	NO RESULTS FOUND
1302598 ONTARIO INC.	Alberta	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
1302598 ONTARIO INC.	British Columbia	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
1302598 ONTARIO INC.	Quebec	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
LOYALTY MANAGEMENT GROUP CANADA INC.	Ontario	Business Debtor	January 6, 2023	January 5, 2023	**RESULTS FOUND.** **[See ONTARIO summary for LoyaltyOne, Co., Reference File Number 433952442 (Family 3 of 3) for registration particulars.]**

Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
LOYALTY MANAGEMENT GROUP CANADA INC.	Nova Scotia	Debtors (Enterprise)	January 6, 2023	N/A	NO RESULTS FOUND
LOYALTY MANAGEMENT GROUP CANADA INC.	Alberta	Business Debtor	January 6, 2023	N/A	NO RESULTS FOUND
LOYALTY MANAGEMENT GROUP CANADA INC.	British Columbia	Business Debtor	January 6, 2023	N/A	NO RESULTS FOUND
LOYALTY MANAGEMENT GROUP CANADA INC.	Quebec	Business Debtor	January 6, 2023	N/A	NO RESULTS FOUND
1135687 ONTARIO INC.	Ontario	Business Debtor	January 9, 2023	January 8, 2023	NO RESULTS FOUND
1135687 ONTARIO INC.	Nova Scotia	Debtors (Enterprise)	January 9, 2023	N/A	NO RESULTS FOUND
1135687 ONTARIO INC.	Alberta	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
1135687 ONTARIO INC.	British Columbia	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
1135687 ONTARIO INC.	Quebec	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
897684 ONTARIO INC.	Ontario	Business Debtor	January 9, 2023	January 8, 2023	NO RESULTS FOUND
897684 ONTARIO INC.	Nova Scotia	Debtors (Enterprise)	January 9, 2023	N/A	NO RESULTS FOUND
897684 ONTARIO INC.	Alberta	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
897684 ONTARIO INC.	British Columbia	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
897684 ONTARIO INC.	Quebec	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND

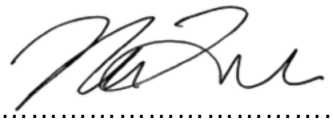
Search Criteria	Jurisdiction	Search Type	Date of Search	File Currency Date	Results
LOYALTY MANAGEMENT (CANADA) INC.	Ontario	Business Debtor	January 9, 2023	January 8, 2023	NO RESULTS FOUND
LOYALTY MANAGEMENT (CANADA) INC.	Nova Scotia	Debtors (Enterprise)	January 9, 2023	N/A	NO RESULTS FOUND
LOYALTY MANAGEMENT (CANADA) INC.	Alberta	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
LOYALTY MANAGEMENT (CANADA) INC.	British Columbia	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND
LOYALTY MANAGEMENT (CANADA) INC.	Quebec	Business Debtor	January 9, 2023	N/A	NO RESULTS FOUND

2. BANK ACT

Our search under Section 427 of the *Bank Act* disclosed the following:

Name Searched	Jurisdiction	Date & Time of Confirmation Letter(s)	Results
LOYALTYONE, CO.	Ontario	2023-03-07 11:09:11 AM PST	NO RESULTS FOUND
LOYALTYONE, CO.	Nova Scotia	2023-03-07 11:08:26 AM PST	NO RESULTS FOUND
LOYALTYONE, CO.	Alberta	2023-03-07 11:09:36 AM PST	NO RESULTS FOUND
LOYALTYONE, CO.	British Columbia	2023-03-07 11:08:49 AM PST	NO RESULTS FOUND
LOYALTYONE, CO.	Quebec	2023-03-07 11:10:07 AM PST	NO RESULTS FOUND

This is **Exhibit "L"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario



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A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

LoyaltyOne Co.

Income Statement
For the period ended December 31

(CAD in thousands)	**2022**	**2021**	**2020**
Revenue			
Redemption Revenue, Gross	489,238	350,811	311,987
Cost of Redemptions	(466,053)	(320,068)	(280,197)
Redemption Revenue, Net	**23,184**	**30,743**	**31,790**
Transaction Revenue	281,549	293,547	304,310
Marketing Revenue	13,509	10,920	10,434
Investment Income	17,409	16,994	17,094
MiscellaneousRevenue	6,364	3,911	4,103
Total Revenue	**342,015**	**356,114**	**367,731**
Operating Expenses			
Payroll & Benefits	101,080	94,623	94,119
Cost of Redemptions Expense	11,754	6,829	7,347
Data Processing/Equipment Exp	27,856	27,236	27,489
Marketing Expense	23,358	23,273	24,695
All Other Expenses	40,303	21,733	26,686
Total Cost of Operations	**204,350**	**173,695**	**180,336**
Depreciation and Amortization	31,524	30,143	24,788
Total Operating Expenses	**235,875**	**203,838**	**205,124**
Operating Income	**106,140**	**152,276**	**162,607**
Other Expense (Income)	(1,895)	(863)	(1,003)
Earnings Before Income Tax	**108,035**	**153,139**	**163,610**
Income Tax	30,552	40,814	42,803
Net Income	**77,483**	**112,325**	**120,807**

LoyaltyOne Co.

Balance Sheet
As at December 31

(CAD in thousands)	**2022**	**2021**	**2020**
Assets			
Cash and Cash Equivalents	56,992	103,059	184,132
Account Receivables, Net	182,679	205,539	213,790
Inventory	2,329	-	522
Other Current Assets	7,880	8,006	7,712
Redemption Settlement Assets, Restricted	804,798	928,911	883,019
Total Current Assets	**1,054,678**	**1,245,515**	**1,289,175**
Property, Plant & Equipment, Net	68,668	78,162	93,424
Right of Use Asset - Operating	39,829	43,273	45,704
Deferred Tax Asset, Net	1,830	4,497	6,160
Other Non-Current Assets	1,768	2,901	3,431
Intangible Assets, Net	-	-	659
Goodwill, Net	246,108	246,108	246,108
Investment in Subsidiaries	930	930	2,417
Total Assets	**1,413,811**	**1,621,386**	**1,687,078**
Liabilities			
Accounts Payable	15,284	17,219	23,891
Accrued Expenses	31,824	27,029	30,167
Intercompany	2,749	210	(942)
Deferred Revenue	1,041,956	1,168,564	1,144,073
Other Current Liabilities	16,823	41,035	4,781
Current Operating Lease Liability	3,113	3,080	2,923
Total Current Liabilities	**1,111,749**	**1,257,136**	**1,204,894**
Other Liabilities	16,862	17,279	18,209
Deferred Revenue	122,142	122,780	134,394
Long Term Operating Lease Liability	53,272	57,534	61,219
Total Liabilities	**1,304,025**	**1,454,729**	**1,418,716**
Equity			
Common Stock	143,166	143,166	143,166
Additional Paid-In-Capital	4,042	4,042	4,042
Retained Earnings	16,609	30,232	111,382
Total Other Comprehensive Income	(54,031)	(10,783)	9,771
Total Equity	**109,787**	**166,658**	**268,362**
Total Liabilities and Equity	**1,413,811**	**1,621,386**	**1,687,078**

This is **Exhibit "M"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario

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A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

INTERCOMPANY SERVICES AGREEMENT

This Intercompany Services Agreement (this "Agreement"), is made and entered into effective as of November 5, 2021 (the "Effective Date") by and between Loyalty Ventures Inc., a company organized under the Laws of the Delaware in the United States having its registered office at 8235 Douglas Avenue, Suite 1200, Dallas, Texas 75225 ("Loyalty Ventures") and LoyaltyOne, Co., a company organized under the laws of Nova Scotia in Canada ("LoyaltyOne") having its registered office at 351 King Street East, Suite 200, Toronto, Ontario M5A 0L6. "Party" shall mean Loyalty Ventures or LoyaltyOne as appropriate, and "Parties" shall mean, collectively, Loyalty Ventures and LoyaltyOne.

RECITALS

WHEREAS Loyalty Ventures or LoyaltyOne has and will have the need from time-to-time for certain services as further described in Exhibit A;

WHEREAS Loyalty Ventures or LoyaltyOne is able and willing to provide all or part of the services as further described in Exhibit A and perform such other obligations set forth in this Agreement to Loyalty Ventures or LoyaltyOne (as applicable), and Loyalty Ventures or LoyaltyOne (as applicable) desires to engage the other Party (as applicable) to provide the same in accordance with the terms set forth in this Agreement; and

WHEREAS from time-to-time, Loyalty Ventures or LoyaltyOne may incur an expense or supply a miscellaneous service on behalf of another Party;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, the Parties hereby agree as follows:

ARTICLE 1: RETENTION FOR SERVICES

1.1 Retention to Provide the Services.

a) A Party (the "Requesting Party") hereby engages and retains another Party (the "Performing Party") to perform all or part of the applicable services, functions and responsibilities described in Exhibit A (the "Services"), as agreed to between the affected Parties, during the Term (as defined in Section 4.1) and each Performing Party hereby accepts and agrees to provide the Services to the Requesting Party upon the terms and conditions set forth in this Agreement.

b) The Performing Party, in its sole discretion, shall determine the corporate facilities and equipment (including hardware and software tools) to be used in performing the Services and the personnel who will render the Services.

c) The Parties agree that this Agreement does not give any Requesting Party any exclusive rights with respect to the provision of any products or services. Nothing in this Agreement shall be deemed to prohibit or restrict a Requesting Party or its directors,

officers or employees from engaging in any business, or from contracting with any other party (including, without limitation, other subsidiaries of a Party) for the same, similar or different services as the Services at any time. Similarly, nothing in this Agreement shall be deemed to prohibit or restrict a Performing Party or its directors, officers or employees from engaging in any business, or from contracting with any other party for provision of the same, similar or different services as the Services at any time.

1.2 Disclaimer; Limited Liability.

a) A Performing Party makes no express or implied representations, warranties or guarantees in connection with the Services or the quality or results of the Services to be performed under this Agreement.

b) A Performing Party will use commercially reasonable efforts to provide the Services with substantially the same degree of care as it employs in performing similar activities for its own operations or to other customers: provided, however, such Performing Party shall not be liable to the Requesting Party or any other person for any loss, damage or expense which may result under this Agreement or from any change in the manner in which the Performing Party renders the Services so long as the Performing Party considers such change reasonably necessary or desirable in the conduct of its own operations or to other customers.

c) A Performing Party shall not be liable to the Requesting Party for the consequences of any failure or delay in performing any of the Performing Party's obligations under this Agreement, other than for damages arising from the Performing Party's gross negligence, unlawful conduct or willful or reckless misconduct: provided, however, the Performing Party shall, based solely on its own actual knowledge, provide reasonably prompt notice to the Receiving Party of all such liabilities.

d) EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW THE PERFORMING PARTY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT. NO PARTY SHALL BE LIABLE TO ANOTHER PARTY WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL. INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOSS OF BUSINESS, OR LOST OPPORTUNITY WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT.

ARTICLE 2: SERVICES

2.1 Provision of Services.

a) During the Term (as defined in Section 4.1), a Performing Party may provide any

Requesting Party all or any portion of the Services described in Exhibit A as mutually agreed upon by the relevant Parties from time-to-time.

b) In connection with the provision of Services, a Performing Party may, from time-to-time, incur an expense on behalf of another Performing Party or perform a miscellaneous service on behalf of another Performing Party, as mutually agreed upon by the Requesting Party and all such Performing Parties.

c) The Parties may periodically update Exhibit A by mutual agreement in writing and as necessary to address any new or changed Services. A Performing Party and a Requesting Party may from time-to-time, by mutual agreement, amend Exhibit A as necessary, to address any new or changed Services that shall only apply to such Performing Party and such Requesting Party.

e) A Requesting Party shall cooperate with and provide all reasonable assistance to the applicable Performing Party personnel in order to enable such Performing Party personnel to provide the Services.

f) A Performing Party may, as appropriate, from time-to-time, provide updates and reports to the Requesting Party (or its delegate) in connection with the Services.

ARTICLE 3: COMPENSATION

3.1 Compensation for Services.

a) Subject to this Section 3.1, in consideration of the Services performed on the Requesting Party's behalf by a Performing Party during the Term (as defined in Section 4.1), the Requesting Party shall pay such Performing Party the applicable fees for the Services described in Exhibit B (the "Service Fees"). The Service Fees shall be invoiced and payable in a currency to be agreed upon by the Requesting Party and such Performing Party. The Service Fees shall be invoiced by the Performing Party no less frequently than quarterly in arrears (the "Payment Period") and shall be payable by the Requesting Party within thirty (30) days following receipt by the Requesting Party of the applicable invoice for such Payment Period from such Performing Party.

b) The Service Fees charged by a Performing Party shall be exclusive of all taxes and assessments, including national and local sales, use or value added taxes, custom duties, withholding taxes or any such similar charges (the "Taxes") imposed by any governmental entity in connection with the Services performed. The Requesting Party shall pay or reimburse the Performing Party for the Taxes, without reduction for the Service Fees charged by the Performing Party.

c) The Performing Party shall have the right to account for and provide to the Requesting Party a consolidated invoice incorporating any expenses or miscellaneous services incurred as part of the Services by the invoicing Performing Party on behalf of another Performing Party; provided, however, such arrangement shall be mutually agreed upon in writing by the affected Parties and the invoicing Performing Party remains solely liable for repaying or compensating the non-invoicing Performing Party for such expenses or miscellaneous services incurred by such non-invoicing Performing Party in connection with the Services included in the consolidated invoice. Under no circumstances will a

Requesting Party be required to pay twice for or be double-invoiced for the same Services provided by one or more Performing Party.

d) Any direct and indirect costs comprising the Service Fees as set forth in Exhibit B shall be determined in accordance with U.S. generally accepted accounting principles as applied by the Performing Party for financial reporting purposes provided, however, the applicable Parties reserve the right to adjust the applicability of such accounting principles at a future date by mutual written consent. Costs of activities that provide direct benefits to affected Parties shall be allocated or apportioned to the Services using such methods as are mutually agreed to be consistent, reasonable and in keeping with sound accounting practices.

e) Within thirty (30) days of completion by the Performing Party of its audited year-end financial statements if the Performing Party determines that the aggregate estimated Service Fees paid by a Requesting Party either overstates or understates the proper amount as determined by such year- end audit, the Performing Party shall invoice or credit, as the case may be, the Requesting Party for the amount of such variance. Such Requesting Party shall pay any invoice received pursuant to this Section 3.1(e) within thirty (30) days of receipt.

f) A Requesting Party may withhold the payment of any amounts that it disputes in good faith, pending the resolution of the dispute. The Performing Party acknowledges and agrees that the Service Fees represent reasonable compensation for performance of the Services and that the Service Fees shall be treated by the Performing Party, for accounting and tax purposes as adequate compensation for the Services pursuant to this Agreement.

3.2 Records

Each Performing Party shall keep and maintain such accounts, books and records with respect to its operations and the costs and expenses incurred in connection with performing the Services, and a Requesting Party shall be permitted to inspect such accounts, books and records with respect to such costs and expenses at any time during the Performing Party's normal business hours upon prior written request for the purposes of verifying the invoices submitted and payable under this Agreement.

ARTICLE 4: TERM AND TERMINATION

4.1 Term

The term of this Agreement commences on the Effective Date and shall continue for one (l) year (the "Initial Term"), unless earlier terminated or extended in accordance with the terms hereunder (the "Term"). The Initial Term shall be automatically renewed on the same terms and conditions then in existence for successive one (1) year terms (each, a "'Renewal Term"), unless a Party gives thirty (30) days written notice to the other Party (or Parties as applicable) prior to the end of the Initial Term or Renewal Term of its intent not to renew and terminate this Agreement as it relates to itself and the specific Parties.

4.2 Mutual Termination

This Agreement may be terminated in whole or in part at any time by mutual written

agreement between the relevant and affected Parties.

4.3 Termination for Failure to Perform.

In the event a Party (the "Breaching Party") shall commit any material breach or default of any of its obligations under this Agreement the other Party (the "Non-Breaching Party") may give the Breaching Party written notice of such breach or default and request that such breach or default be cured promptly, and in any event, within thirty (30) days of the notice. In the event the Breaching Party fails to cure such breach or default within such thirty (30) days after the date of the Non-Breaching Party written notice hereunder, the Non-Breaching Party may terminate this Agreement with the Breaching Party only, effective immediately upon providing written notice of termination to the Breaching Party. Termination of this Agreement in accordance with this Section 4.3 shall not affect or impair the Non-Breaching Party's right to pursue any legal remedy, including the right to recover damages for all harm suffered or incurred as a result of the Breaching Party's breach or default hereunder.

4.4 Early Termination.

a) A Party may terminate this Agreement as it relates to itself and specific Parties, in whole or in part, by giving thirty (30) days written notice to the other Party.

4.5 Effect of Termination.

a) Upon termination of this Agreement as to all Parties or to an affected Party, all amounts due to an affected Party (or Parties as applicable) shall be paid according to the payment terms in this Agreement within ten (10) days of the effective date of termination.

ARTICLE 5: MISCELLANEOUS

5.1 Confidential Information.

a) "Confidential Information" shall mean and include such information not in the public domain, that relates to: (i) the exploitation of a Party's intellectual property or (ii) the business, plans, products, services, finances, technology, or affairs of either of the Parties. AH information disclosed or revealed by either of the Parties hereunder orally electronically, in writing or in other tangible form shall be deemed to be Confidential Information if: (x) it has been marked "confidential"; (y) the recipient of such information has been placed on notice, orally or in writing, of its confidential nature; or (z) due to its character or nature, a reasonable person under similar circumstances would treat such information as confidential.

b) No Party shall use any of the Confidential Information furnished to it by the other Party under this Agreement, or disclose, reveal or otherwise make any such Confidential information available to any other person, firm, corporation or other entity, except in furtherance of the objectives of this Agreement, or as specifically authorized in writing by the Party initially furnishing such Confidential Information: provided, however. a Party may disclose the Confidential Information of the other Party on a 'need to know' basis to those of its employees and consultants that require access to such Confidential Information in order to permit that Party to exercise its rights and perform its obligations hereunder.

c) Each Party shall implement reasonable security measures, and shall take all actions, including, but not limited to, the initiation and prosecution of legal or administrative actions, to prevent the unauthorized use, appropriation or disclosure of any of the other Party's Confidential Information by any employees, suppliers or subcontractors.

d) A Party's obligations under this Section 5.1 with respect to the other Party's Confidential Information shalt not apply to the extent that such Confidential information: (i) passes into the public domain through no fault of the recipient of such Confidential Information; (ii) is disclosed to the recipient by a third party that is under no duty of nondisclosure to the other Party; (iii) is required to be disclosed, in the reasonable opinion of the recipient thereof, tor the effective marketing, distribution, sale and licensing of products in the recipient's territory; or (iv) is required to be disclosed under any applicable law. regulation or governmental order; provided, however, that the Party proposing to disclose Confidential Information pursuant to this Section 5.1(d)(iv) shall give prior written notice to the other Party of such legal disclosure requirement so that the other Party can take appropriate action to protect the confidentiality, and prevent the unauthorized use or appropriation of such of Party’s Confidential Information and provided further that such disclosure is limited to the minimum disclosure required under any applicable law, regulation or governmental body.

e) Each Party severally represents and warrants to the other Party that it has in place a comprehensive information security program that is reasonably designed to protect the security, confidentiality, and integrity of any data of another Party received by it in the course of performance of Services and it regularly performs risk assessments to prevent any breach of the security of such other Party's data in its possession or control. A Party's Confidential Information may include information that can be used to identify a specific individual and/or is subject to applicable privacy and data protection laws (collectively, “Personally Identifiable Information"), and each Party agrees to comply with all such applicable laws as it relates to such Party ("Privacy Laws and Regulations”). A Party, who uses, discloses or transfers, stores, or otherwise handles Personal Identifiable Information of another Party shall ensure it complies with its respective obligations under applicable Privacy Laws and Regulations.

f) The obligations of the Parties under this Section 5.1 shall survive the termination of this Agreement for any reason whatsoever.

5.2 Representation and Warranties.

Each Party represents, warrants and covenants to the other Party that: (a) this Agreement is valid, binding and enforceable against such Party in accordance with its terms; (b) such Party has the entity power and authority to execute, deliver, and perform its obligations arising under this Agreement; (c) such Party has taken all corporate, partnership, limited liability company or equivalent entity actions required for the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated herein; and (d) such Party's compliance with or fulfillment of the terms and conditions of this Agreement will not conflict with, or result in a material breach of, the terms, conditions or provisions of, or constitute a material default under, any contract to which such Party is a party or by which such Party is otherwise bound.

5.3 Indemnity.

A Party (an "lndemnitor") shall indemnify and hold harmless each other Party and its directors, officers, shareholders, employees and agents (an “Indemnitee") from and against any claim, (including reasonable attorneys’ fees and expenses) or liability reasonably incurred from any proceedings against such lndemnitee where such loss or liability was caused by (a) a breach by Indemnitor of its obligations under this Agreement or (b) any gross negligent act or omission, or unlawful act or omission or willful misconduct of Indemnitor in connection with the performance of the Services. In addition, Loyalty Ventures shall indemnify and hold harmless LoyaltyOne and their directors, officers, shareholders, employees and agents (such a "Full Indemnitee") from and against any claim, loss (including reasonable attorneys' fees and expenses) for liability reasonably incurred from any proceedings against such Full Indemnitee by a third party in connection with the performance of Services to Loyalty Ventures.

5.4 Force Majeure.

a) No Party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused directly or indirectly, by armed conflict or economic dislocation resulting thereof, embargoes, shortages of labor, raw materials, production facilities or transportation, labor difficulties, civil disorders of any kind, action of any civil or military authorities (including priorities and allocations), fires, floods, accidents, or any other cause beyond the reasonable control of such Party ("Force Majeure Event"); provided, however, the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other such means. In such event, the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Performing Party so delayed in its performance shall immediately notify the Requesting Party to whom performance is due by telephone (to be confirmed in writing within two (2) business days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

b) If a Force Majeure Event substantially prevents, hinders or delays performance of the Services for more than thirty (30) consecutive days, then either affected Parties may, at its sole option, terminate this Agreement, as it relates to itself and the other affected Party (or Parties, as applicable), as of a date specified by such Party in a written notice of termination to the other affected Party.

5.5 Compliance with Applicable Laws.

In the exercise of their respective rights, and the performance of their respective obligations under this Agreement, each Party shall comply with all applicable laws, regulations, and governmental orders. Without limiting the generality of this Section 5.5, each Party shall obtain, and shall maintain in full force and effect throughout the Term, all licenses, permits, authorizations, approvals and government firings and registrations necessary or appropriate for the exercise of its rights and the performance of its obligations hereunder.

5.6 Further Assurances.

The Parties agree: (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement.

5.7 Independent Contractors.

In the exercise of their respective rights, and the performance of their respective obligations under this Agreement, the Parties are, and shall remain, independent contractors. Nothing in this Agreement shall be construed to: (i) constitute the Parties as principal and agent, partners, a joint venture, or otherwise as participants in a joint undertaking; or (ii) authorize any Party to enter into any contract or other binding obligation on the part of another Party, and no Party shall represent to any other person, firm, corporation or other entity that it is authorized to enter into any such contract or other obligation on behalf of the another Party.

5.8 Assignment.

No Party hereto shall have the right or power to assign, delegate or otherwise transfer any or an of its rights or obligations arising under this Agreement without the prior written authorization of the other Parties (such written authorization by a Party not to be unreasonably withheld); provided, however, that the prior written authorization of the Parties shall not be required for a Party to assign this Agreement, or to assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement, to any legal entity owned or controlled, directly or indirectly, by a Party.

5 . 9 Notices.

All notices, reports and other communications between the Parties shall be sent by either by registered air mail, postage prepaid and return receipt requested, by electronic mai1, or by facsimile addressed to an authorized representative. For notices, reports and other communications sent by mail, the postal address for Loyalty Ventures will be its address set forth in the Recitals, and for a LoyaltyOne, it will also be the address set forth in the Recitals. For notices, reports and other communications sent by electronic mail or by facsimile, the applicable electronic mail address and facsimile number will be as notified by a Party's authorized representative to the other Party from time-to-time. A Party may inform the other Party of any changes to a postal address, electronic mail address, facsimile number or authorized representative at any time by written notice to the other Parties (and electronic mail will be sufficient for such written notice). All notices reports and other communications given in accordance with this Section 5.9 shalt be deemed received: (i) if sent by registered air mail or international courier, five (5) business days after the date of mailing; (ii) if sent by electronic mail the earlier of: (x) the date of confirmation of receipt of such electronic mail, or (y) twenty- four (24) hours after the time and date of transmission to the Party's designated representatives correct electronic mail address and provided such sending Party has not received an electronic mail communication message indicating such electronic mail was not received; and (iii) if sent by facsimile, the business day following confirmation of receipt of transmission.

5.10 Governing Law and Dispute Resolution.

This Agreement and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Texas in the United States. The Parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the state and/or federal courts located in the State of Texas over any suit, action or proceeding arising out of or relating to this Agreement. The Parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

5.11 Headings.

The subject headings of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any provision of this Agreement.

5.12 Counterparts.

This Agreement may be executed in several duplicates. each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.13 Waivers.

The failure by a Party to assert any of its rights hereunder, including, but not limited to, the right to terminate this Agreement due to a breach or default by the other Party, shall not be deemed to constitute a waiver by that Party of its right thereafter to enforce each and every provision of this Agreement in accordance with its terms.

5.14 Entire Agreement; Amendments.

This Agreement, together with the attached Exhibits, constitute the entire agreement between the Parties, and supersede all prior agreements, understandings and communications between the Parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the Parties unless in writing and executed by the duly authorized representative of each of the Parties.

5.15 Severability.

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to the law so as to give the maximum effect to the intent of the Parties. The illegality, invalidity, or unenforceability of such provision in that Jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of this Agreement in any other jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF. the Parties have executed this Agreement as of the Effective Date by causing this Agreement to be executed by their respective duly authorized representatives.

Loyalty Ventures Inc.

Signature: DocuSigned by: 87408442DA844E3...

Name: J.Jeffrey Chesnut

Title: EVP, Chief Financial Officer

LoyaltyOne, Co.

Signature:

Name: Bruno Scalzitti

Title: VP, Financial Planning & Analysis

EXHIBIT A
SERVICES

(a) The Services that may be provided to a Requesting Party, in whole or in part, as mutually agreed to by the Performing Party (or Performing Parties, as applicable) and the Requesting Party are as follows:

(i) IT Services – including, but not limited to, general technology consulting services; strategic analysis of alternative technologies; implementation consulting services; provision of ERP system licenses; technology training services; and other consulting services as required.

(ii) Legal Services – strategic direction consulting services; litigation support services; corporate policy drafting, implementation, and review services; and other legal services as necessary;

(iii) Tax – tax consulting services including monthly tax provision and tax payment calculations; strategic tax planning services; income tax compliance services, and HST/GST/PST tax advice and consulting services;

(iv) Human Resources – human resources consulting services including HR policy and training consulting and implementation guidance; equity compensation consulting; and HR strategic planning consulting services;

(v) Accounting – accounting consulting and review services including, but not limited to, revenue recognition analysis; fair value accounting; and breakage;

(vi) Treasury – strategic cash planning and forecasting; investment management consulting regarding the redemption settlement trust; insurance planning and consulting; other strategic business and negotiation advice and expertise;

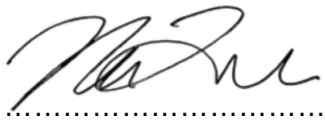
(vii) Accounts Payable – processing of payments to suppliers and vendors; and

(viii) Other Services as agreed upon.

EXHIBIT B
SERVICE FEES

Subject to Section 3.1 of the Agreement the Service Fees amount for each Payment Period shall be calculated as the combination of (A) (i) all direct and indirect costs and expenses incurred by Member in connection with the provision of the Services, including any additional service fees paid or accrued to any person or entity (whether or not an affiliate), any out –of-pocket expenses and incidental costs ("Cost Base Charges"); and (ii) six percent (6%) of the Cost Base Charges, which will be confirmed by an arm's length transaction analysis to which the parties acknowledge that the 6% referenced herein, may increase or decrease as dictated by this analysis and, (B) such other charge as agreed upon by the relevant Parties, for all other Services provided at arm's length.

This is **Exhibit "N"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario



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A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

Mandatory Notification to Collectors (over $1,000)

Dear AIR MILES® Reward Program Collector,

You are receiving this email to notify you that LoyaltyOne, Co. (the "**Company**"), which manages and operates the AIR MILES® Reward Program, has obtained an Order from the Ontario Superior Court of Justice (Commercial List) in Toronto, Ontario (the "**Court**") (**insert court file no**) granting the Company protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**").

The Order granted by the Court on [March ●, 2023] among other things, allows the Company and its affiliates to continue to operate the AIR MILES® Reward Program.

What This Means For You

You will continue to be able to earn AIR MILES® at all current partner businesses and to redeem your AIR MILES® Cash Miles online or at participating partner stores and your AIR MILES® Dream Miles through the airmiles.ca or airmilesshops.ca websites. There are existing measures in place that protect your rewards miles and their value.

AIR MILES is moving ahead with its programs to drive greater consumer engagement through investments in the AIR MILES app and enhancing the collector value proposition in-store and online.

What's Next

As part of the CCAA proceeding, the Company intends to pursue a sale of its business, including the AIR MILES® Reward Program. To facilitate that process, the Company has entered into a purchase agreement (the "**Purchase Agreement**") with **Bank of Montreal** (the "**Purchaser**"). BMO's proposed acquisition or a proposed acquisition by any other bidder will be subject to court approval.

Where to Get Information

The Initial Order also appointed KSV Restructuring Inc., as Monitor to oversee the Company's CCAA proceeding. Information about the Court proceedings and a copy of Court orders can be found on the Monitor's website at https://www.ksvadvisory.com/experience/case/loyaltyone. The Monitor may also be reached at L1@ksvadvisory.com or 844-249-2665. For questions related to your account, please reach out to AIR MILES Customer Care Centre at *416-226-5171 if you're in Toronto and at 1-888-AIR-MILES (1-888-247-6453) for the rest of Canada and the United States.*

Sincerely,

The AIR MILES® Reward Program

This is **Exhibit "O"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario

……...
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

Execution Version

ASSET PURCHASE AGREEMENT

LOYALTYONE, CO.

as Seller

- and -

BANK OF MONTREAL

as Buyer

March 9, 2023

THIS DOCUMENT SHALL BE KEPT CONFIDENTIAL PURSUANT TO THE TERMS OF THE CONFIDENTIALITY AGREEMENT DATED FEBRUARY 22, 2023, ENTERED INTO BY THE SELLER AND THE BUYER, WITH RESPECT TO THE SUBJECT MATTER HEREOF.

TABLE OF CONTENTS

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of March 9, 2023

B E T W E E N:

LOYALTYONE, CO., an unlimited company incorporated under the laws of Nova Scotia,

(the "**Seller**")

- and -

BANK OF MONTREAL, a Schedule I bank under the *Bank Act* (Canada),

(the "**Buyer**")

RECITALS:

A. The Seller: (i) operates end-to-end customer loyalty rewards programs (including the "AIR MILES®" rewards program) that help clients drive increased customer engagement and retention with their brands across Canada; and (ii) provides advertisers the ability to buy ad placements both on and off Seller's digital platforms (collectively, the "**Business**"). The term "Business" shall also be deemed in this Agreement to include all business conducted by Travel Services.

B. Subject to Court approval, the Seller will be indebted to Bank of Montreal ("**BMO**", or the "**DIP Lender**") under the DIP Term Sheet (as defined herein) in a maximum principal amount of up to $70,000,000, together with all interest, fees and costs incurred or accruing on or thereafter or relating thereto.

C. The Buyer is the DIP Lender.

D. The Seller intends to seek the Initial Order and the A&R Initial Order (both as defined below) from the Ontario Superior Court of Justice (Commercial List) (the "**Court**") to obtain protection from its creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and the "**CCAA Proceedings**").

E. The Seller will seek the SISP Order (as defined herein) in order to obtain Court approval of this Agreement as a "stalking horse bid" and the SISP (as defined herein).

F. In the event that this Agreement is selected as the Successful Bid (as defined in the SISP Order) in accordance with the terms of the SISP, the Seller shall sell and the Buyer shall purchase the Business and substantially all of the Seller's property and assets used in connection with the Business (except as specifically provided herein), and the Buyer shall assume certain liabilities in connection therewith, as set out herein.

G. The Seller has determined that it is in the best interests of the Seller and its stakeholders to enter into this Agreement and, subject to the Court approval and the terms of the SISP, to consummate the transactions contemplated herein on the terms set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement,

(a) "**A&R Initial Order**" means the amended and restated initial order of the Court substantially in the form attached hereto as Schedule E, and as may be further amended or restated from time to time, in each case in form and substance acceptable to the Buyer and the Seller;

(b) "**ABAC Laws**" has the meaning given to such term in Section 4.24(b);

(c) "**Adjustment Escrow Amount**" has the meaning given to such term in Section 3.3(a);

(d) "**Advance Ruling Certificate**" means an advance ruling certificate issued by the Commissioner pursuant to subsection 102(1) of the Competition Act in respect of the Transaction, such advance ruling certificate having not been modified or withdrawn prior to the Closing Time;

(e) "**affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and "control" and any derivation thereof means the control by one Person of another Person in accordance with the following: a Person ("**A**") controls another Person ("**B**") where A has the power to determine the management and policies of B by contract or status (for example the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and, for certainty, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose;

(f) "**Agency License**" means all Permits and Licenses required in connection with the operation of a travel agency, including in respect of the sale of travel insurance, in the jurisdictions in which Travel Services conducts business;

(g) "**Agreement**" means this Asset Purchase Agreement and all attached Schedules, and the Disclosure Letter, in each case as the same may be supplemented, amended,

restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and all attached Schedules and unless otherwise indicated, references to Articles, Sections and Schedules are to Articles, Sections and Schedules in this Agreement;

(h) "**Air Miles License Agreements**" means the Amended and Restated License To Use The Air Miles® Trade Marks In Canada dated as of July 24, 1998, between Air Miles International Holdings N.V. and Loyalty Management Group Canada Inc., and the Amended and Restated License To Use And Exploit The Air Miles® Scheme In Canada dated as of July 24, 1998, between Air Miles International Holdings N.V. and Loyalty Management Group Canada Inc., as they may be amended from time to time;

(i) "**Air Miles Program**" means the AIR MILES® Reward Program operated by the Seller in Canada;

(j) "**AMEX Contract**" means the Master Licensing, Co-Branding and Program Participation Agreement between Loyalty Management Group Canada Inc. and Amex Bank Canada dated January 1, 2006, as amended by product addendum no. 1 dated June 24, 2010, and as further amended by product addendum no. 3 dated June 24, 2010, and as further amended by a product addendum no. 4 dated June 24, 2010, and as further amended by product addendum no. 2 dated October 7, 2011, and as further amended by a letter amendment agreement dated May 31, 2012, and as further amended by a second letter amendment agreement dated September 24, 2012, and as further amended by a third letter amendment agreement dated November 26, 2012, and as further amended by an amending agreement dated January 1, 2013, and as further amended by a product addendum no. 6 dated September 24, 2013, and as further amended by a fourth letter amendment agreement dated May 29, 2019, and as further amended by a second amending agreement dated September 16, 2019, and as further amended by a fifth letter amendment agreement dated December 16, 2020, and as further amended by a sixth letter amendment agreement dated December 16, 2021, and as further amended by a seventh letter amendment agreement dated February 10, 2022, and as further amended by all other addendums and amendments thereto; the Corporate Charge Card Agreement between Loyalty Management Group Canada Inc. and Amex Bank of Canada March 8, 2004; and the Termination Letter from American Express dated December 13, 2022;

(k) "**AML Laws**" means all Applicable Law concerning or related to money laundering, corruption, bribery or financing terrorism including, but not limited to, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada);

(l) "**AMs**" means AIR MILES® Reward Miles issued to Collectors as part of and pursuant to the Air Miles Program;

(m) "**Applicable Law**" means any domestic or foreign statute, law (including the common law), directive, decree, code, ordinance, rule, regulation, restriction, by-

law (zoning or otherwise), order (whether preliminary, interlocutory or Final), or any consent, exemption, approval or License of any Governmental Authority, including all guidelines and policies of federal and provincial Governmental Authorities (whether or not having the force of law), that applies in whole or in part to the Transaction, the Seller, the Buyer, Travel Services, the Business or any of the Purchased Assets or Assumed Liabilities;

(n) "**Approval and Vesting Order**" means the approval and vesting order of the Court substantially in the form attached as Schedule C to this Agreement;

(o) "**Assumed Contracts**" has the meaning given to such term in Section 2.1(b);

(p) "**Assumed Employees**" has the meaning given to such term in Section 8.10(c);

(q) "**Assumed Liabilities**" has the meaning given to such term in Section 2.3;

(r) "**BMO**" means Bank of Montreal;

(s) "**BMO LCs**" means all letters of credit issued by BMO for the benefit of the Seller;

(t) "**BMO Sponsorship Agreement**" means that certain Amended and Restated Program Participation Agreement between LoyaltyOne and BMO dated as of November 1, 2017, as amended;

(u) "**Books and Records**" has the meaning given to such term in Section 2.1(n);

(v) "**Bread**" has the meaning given to such term in Section 2.2(b);

(w) "**Break Fee**" has the meaning given to such term in Section 9.2;

(x) "**Business**" has the meaning given to such term in Recital A;

(y) "**Business Day**" means any day, other than a Saturday or Sunday, on which the principal commercial banks in Toronto are open for commercial banking business during normal banking hours;

(z) "**Business IT Systems**" has the meaning given to such term in Section 4.20(a);

(aa) "**Buyer**" has the meaning given to such term in the preamble to this Agreement;

(bb) "**Cash Purchase Amount**" has the meaning given to such term in Section 3.1;

(cc) "**CASL**" means the Canadian Anti-Spam Legislation enacted by way of *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, S.C. 2010, c. 23, as amended;

(dd) "**CCAA**" has the meaning given to such term in Recital D;

(ee) "**CCAA Proceedings**" has the meaning given to such term in Recital D;

(ff) "**Chapter 11 Cases**" means those cases commenced under Chapter 11 of Title 11 of the United States Code by LVI and certain of its affiliates in the United States Bankruptcy Court for the Southern District of Texas;

(gg) "**Claims**" has the meaning given to such term in Section 8.13;

(hh) "**Closing**" means the completion of the Transaction at the Closing Time;

(ii) "**Closing Date**" means: (i) the date that is three (3) Business Days following the day on which the last of the conditions to Closing set out in Article 7 (other than those conditions that by their nature can only be satisfied as of the Closing Date, but assuming the satisfaction or waiver of such conditions on the Closing Date, as applicable) has been satisfied or waived by the appropriate Party; or (ii) such later date as the Parties may agree in writing, acting reasonably;

(jj) "**Closing Documents**" means all contracts, agreements and instruments required by this Agreement to be delivered at or before the Closing, including: (i) this Agreement; and (ii) an agreement setting out the Parties' allocation of the Purchase Price in accordance with Section 3.5;

(kk) "**Closing Statement**" has the meaning given to such term in Section 3.4(a);

(ll) "**Closing Time**" means 12:01 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing that the Closing Time shall take place;

(mm) "**Collecting Party**" has the meaning given to such term in Section 8.9(c);

(nn) "**Collective Agreements**" has the meaning given to such term in Section 4.18(a);

(oo) "**Collector**" means any Person participating or enrolled in the Air Miles Program for whom the Seller maintains or is under an obligation to maintain an account relating to or in respect of AMs;

(pp) "**Collector Account**" means each account established and maintained, or required to be established and maintained, by the Seller pursuant to an agreement with a Collector under the Air Miles Program;

(qq) "**Collector Data**" means the following as and to the extent applicable and relating to the Collector Accounts and maintained, possessed or controlled, whether directly or indirectly through third party service providers, by the Seller:

(i) the files and information reflected on the data processing system maintained or used by the Seller to process and service the Collector Accounts, to the extent relating to or in respect of the Collector Accounts;

(ii) the historical reflection of the files and information referred to in clause (i), in whatever medium such files and information are stored;

(iii) all correspondence between the Seller or its affiliates and any Collectors, and all customer service and collections correspondence, notes and other documentation;

(iv) to the extent authorized by Applicable Law, all correspondence with Governmental Authorities relating to any Collector complaints and compliance with Applicable Laws;

(v) all Collector applications, documentation and correspondence with past or current Collectors, personal information of past or current Collectors, Collector agreements, documentation of finance and other charges, and credit, redemption and payment history with respect to the Collector Accounts, and electronic statements of historical credit, redemption and payment activity; and

(vi) any other written records or materials of whatever form or nature (excluding, however, electronic media but including the information contained therein) arising from or relating to any of the foregoing to the extent related to a Collector Account;

(rr) "**Commissioner**" means the Commissioner of Competition appointed under the Competition Act or any Person duly authorized to exercise powers of the Commissioner of Competition;

(ss) "**Competition Act**" means the *Competition Act*, R.S.C., 1985, c. C-34, as amended, and the regulations promulgated thereunder;

(tt) "**Competition Act Approval**" means that: (i) the Commissioner shall have issued an Advance Ruling Certificate; (ii) both of: (A) the applicable waiting period under section 123 of the Competition Act shall have expired or been waived by the Commissioner, or the obligation to submit a notification shall have been waived under paragraph 113(c) of the Competition Act; and (B) the Commissioner shall have issued a No Action Letter; or (iii) at the election of the Buyer only, the waiting period, including any extension of such waiting period, under section 123 of the Competition Act shall have expired or been terminated.

(uu) "**Conditions Certificates**" has the meaning given to that term in Section 7.4;

(vv) "**Confidential Information**" means all non-public, confidential, personal or proprietary information, documents or materials (in every form and media) relating to the Business and/or the Purchased Assets;

(ww) "**Confidentiality Agreement**" means that certain confidentiality agreement dated February 22, 2023, between an affiliate of the Buyer and the Seller;

(xx) "**Consents and Approvals**" means the consents, approvals, Permits and Licenses, notifications or waivers from, and filings with, third parties (including any Governmental Authority) as may be required in connection with or to complete the Transaction, in form and substance satisfactory to the Buyer, acting reasonably, as set forth in Schedule A, which Schedule A shall be updated in accordance with Section 2.5;

(yy) "**Contracts**" means contracts, licenses, deeds, leases, agreements, commitments, entitlements or engagements to which the Seller or Travel Services is a party or by which the Seller or Travel Services is bound;

(zz) "**Court**" means the Ontario Superior Court of Justice (Commercial List);

(aaa) "**Credit Agreement**" means the credit agreement among LVI, Brand Loyalty Group B.V., Brand Loyalty Holding B.V., and Brand Loyalty International B.V. as the Borrowers, LVI and certain subsidiaries of LVI, as Guarantors., Bank of America, N.A., as Administrative Agent, Swing Line Lender and an L/C Issuer, and the other Lenders party thereto, and Bank of America., N.A., Deutsche Bank Securities, MUFG Bank, Ltd., RBC Capital Markets, LLC, Morgan Stanley Senior Funding., Inc., Regions Capital Markets, A Division of Regions Bank, Citizens Bank, National Association, Fifth Third Bank, National Association, Trust Securities, Inc., Wells Fargo Securities, LLC, Mizuho Bank, Ltd., JPMorgan Chase Bank, N.A., and Texas Capital Bank, as Joint Lead Arrangers and Joint Bookrunners, dated as of November 3, 2021, as amended by Amendment No. 1 to Credit Agreement (Financial Covenant) dated as of July 29, 2022 and by Consent dated as of March 1, 2023, as may be amended, restated, supplemented, or otherwise modified from time to time;

(bbb) "**Cure Cap**" means $10,000,000;

(ccc) "**Cure Cap Adjustment**" means: (i) if the aggregate amount of the Cure Costs exceeds the Cure Cap, the amount of that excess; or (ii) if the aggregate amount of the Cure Costs is less than or equal to the Cure Cap, nil;

(ddd) "**Cure Costs**" means the aggregate of: (i) if an Assumed Contract is assigned to the Buyer pursuant to section 11.3 of the CCAA, the amounts, if any, that are required to be paid to cure any monetary defaults of the Seller as of the Closing Time under such Assumed Contract; or (ii) if an Assumed Contract is not assigned pursuant to section 11.3 of the CCAA, the amounts, if any, payable to cure any monetary defaults in respect of such Assumed Contract;

(eee) "**Cure Costs Schedule**" has the meaning given to such term in Section 2.5(e);

(fff) "**Data Breach**" means any confirmed or reasonably suspected loss or theft of, or unauthorized or unlawful Processing of, Personal Information;

(ggg) "**Data Security Requirements**" means, collectively, all of the following to the extent relating to Processing of Personal Information and applicable to Purchased Assets or the Business: (i) the Seller's and Travel Services' own rules, policies, and procedures relating to privacy, data protection or cybersecurity; (ii) Applicable Laws and requirements of any Governmental Authority relating to privacy, data protection or cybersecurity; and (iii) Contracts to which the Seller or Travel Services is bound relating to the Processing of Personal Information under the Seller's or Travel Services' control;

(hhh) "**DIP Facility**" means the debtor-in-possession credit facility to be made available and advanced by BMO to the Seller pursuant to the DIP Term Sheet;

(iii) "**DIP Lender**" has the meaning given to such term in Recital B;

(jjj) "**DIP Term Sheet**" means the term sheet expected to be dated as of March 10, 2023 between the DIP Lender and the Seller providing for the DIP Facility;

(kkk) "**Disclosure Letter**" means the letter entitled "Disclosure Letter" delivered by the Seller to the Buyer on the date hereof;

(lll) "**Disputed Items**" has the meaning given to such term in Section 3.4(d);

(mmm) "**Draft Closing Statement**" has the meaning given to such term in Section 3.4(a);

(nnn) "**Employee Plans**" means all oral or written plans, arrangements, agreements, programs, policies, practices or undertakings, with the exception of statutory or government sponsored plans, with respect to the Assumed Employees of the Seller or the beneficiaries or dependents of any such Assumed Employees to which the Seller is a party to or bound by or to which the Seller has an obligation to contribute relating to:

(i) bonus, profit sharing or deferred profit sharing, performance compensation, deferred or incentive compensation, share compensation, share purchase or share option purchase, share appreciation rights, phantom stock, employee loans, or any other compensation or perquisites (including vehicles) in addition to salary or wages;

(ii) retirement or retirement savings, including registered or unregistered pension plans, pensions, supplemental pensions, registered retirement savings plans and retirement compensation arrangements;

(iii) insured or self-insured benefits for or relating to income continuation or other benefits during absence from work (including short-term disability, long-term disability and workers compensation), hospitalization, health, welfare, legal costs or expenses, medical or dental treatments or expenses, life insurance, accident, death or survivor's benefits, vacation or vacation pay, sick pay, supplementary employment insurance, day care, tuition or

professional commitments or expenses or similar employment benefits and post-employment benefits; or

(iv) any plans, programs, or practices similar to the foregoing,

but excluding any statutory benefit plans that the Seller is required to participate in or comply with, including the Canada and Quebec Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;

(ooo) "**Employee Plans (Travel Services)**" means all oral or written plans, arrangements, agreements, programs, policies, practices or undertakings, with the exception of statutory or government sponsored plans, with respect to the employees of Travel Services or the beneficiaries or dependents of any such employees to which Travel Services is a party to or bound by or to which Travel Services has an obligation to contribute relating to:

(i) bonus, profit sharing or deferred profit sharing, performance compensation, deferred or incentive compensation, share compensation, share purchase or share option purchase, share appreciation rights, phantom stock, employee loans, or any other compensation or perquisites (including vehicles) in addition to salary;

(ii) retirement or retirement savings, including registered or unregistered pension plans, pensions, supplemental pensions, registered retirement savings plans and retirement compensation arrangements;

(iii) insured or self-insured benefits for or relating to income continuation or other benefits during absence from work (including short-term disability, long-term disability and workers compensation), hospitalization, health, welfare, legal costs or expenses, medical or dental treatments or expenses, life insurance, accident, death or survivor's benefits, vacation or vacation pay, sick pay, supplementary employment insurance, day care, tuition or professional commitments or expenses or similar employment benefits and post-employment benefits; or

(iv) any plans, programs, or practices similar to the foregoing,

but excluding any statutory benefit plans that Travel Services is required to participate in or comply with, including the Canada and Quebec Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;

(ppp) "**Employees**" has the meaning given to that term in Section 8.10(a);

(qqq) "**Encumbrance**" means:

(i) any security interest, debenture, lien (statutory or other), deemed trust, prior claim, charge, consignment, deed of trust, hypothec, hypothecation, assignment (as security), deposit arrangement, reservation of ownership, pledge, encumbrance, mortgage, royalty interest, defect of title or adverse claim of any nature or kind;

(ii) the interest of a vendor or a lessor under any conditional sale agreement, capital or financial lease, or title retention agreement having substantially the same economic effect as any of the foregoing, relating to any property;

(iii) any purchase option, call or similar right of a third party in respect of securities; and

(iv) any other arrangement having the effect of creating a lien or security interest;

(rrr) "**Environmental Law**" means any Applicable Law concerning pollution or protection of the environment, protection of human health or safety, including all those relating to the use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or clean-up of any hazardous material;

(sss) "**Escrow Agreement**" means the escrow agreement to be entered into between the Seller, the Buyer and the Monitor on or before the Closing Date;

(ttt) "**Estimate**" has the meaning given to such term in Section 3.2;

(uuu) "**Estimated Cash Purchase Amount**" shall be: (i) $160,000,000; *less* (ii) the amount by which the Estimated Value of the Reserve Fund is less than the Estimated Required Reserve Amount; *less* (iii) the Estimated Trade Creditor Amount; *less* (iv) the Estimated Cure Cap Adjustment;

(vvv) "**Estimated Purchase Price**" shall be: (i) the Estimated Cash Purchase Amount; *plus* (ii) the amount of the Assumed Liabilities as of the Closing Time;

(www) "**Estimated Reserve Deficiency**" means the Estimated Required Reserve Amount less the Estimated Value of the Reserve Fund;

(xxx) "**Estimated Value of the Reserve Fund**" has the meaning given to such term in Section 3.2;

(yyy) "**Excluded Assets**" has the meaning given to such term in Section 2.2;

(zzz) "**Excluded Cash**" has the meaning given to such term in Section 2.2;

(aaaa) "**Excluded Claims**" has the meaning given to such term in Section 2.4(j);

(bbbb) "**Excluded Contracts**" has the meaning given to such term in Section 2.4(d);

(cccc) "**Excluded Liabilities**" has the meaning given to such term in Section 2.4;

(dddd) "**Expense Reimbursement**" has the meaning given to such term in Section 9.2;

(eeee) "**Expense Reimbursement and Break Fee Charge**" has the meaning given to such term in Section 9.2;

(ffff) "**FACFOA**" has the meaning given to such term in Section 4.24(b);

(gggg) "**Final**" with respect to any order of any court of competent jurisdiction, means that: (i) such order shall not have been stayed, appealed, varied (except with the consent of the Buyer and Seller) or vacated, and all time periods within which such order could at law be appealed shall have expired; or (ii) such order is no longer the subject of any continuing proceedings seeking to stay, appeal, vary (except with the consent of the Buyer and the Seller) or vacate such order, all such proceedings having been discontinued, denied, dismissed, and otherwise unsuccessfully concluded, and the time for appealing or further appealing the disposition of such proceedings shall have expired;

(hhhh) "**Final Closing Date Amount**" means the Cash Purchase Amount, as calculated pursuant to the Closing Statement;

(iiii) "**Final Required Reserve Amount**" means the Required Reserve Amount, as finally determined pursuant to Section 3.4(c), (d) and/or (e);

(jjjj) "**Final Reserve Deficiency**" means the value of the Reserve Deficiency, as finally determined pursuant to Section 3.4(c), (d) and/or (e);

(kkkk) "**Final Trade Creditor Amount**" means the Trade Creditor Amount, as finally determined pursuant to Section 3.4(c), (d) and/or (e);

(llll) "**Final Value of the Reserve Fund**" means the Value of the Reserve Fund, as finally determined pursuant to Section 3.4(c), (d) and/or (e);

(mmmm) "**Financial Statements**" means the internally prepared balance sheet and income statement of the Seller dated as of the Financial Statements Date attached as Schedule G to this Agreement;

(nnnn) "**Financial Statements Date**" means February 28, 2023;

(oooo) "**Fundamental Representations (Buyer)**" means the representations and warranties made by the Buyer in Sections: (i) 5.1 (*Incorporation and Status*); (ii) 5.4 (*Approvals and Consents*);

(pppp) "**Fundamental Representations (Seller)**" means the representations and warranties made by the Seller in Sections: (i) 4.1 (*Incorporation and Status*); (ii) 4.2 (*Due Authorization and Enforceability of Obligations*); (iii) 4.3 (*Right to Sell, and Title to, Purchased Assets*); (iv) 4.4 (*Validity of and Compliance with Reserve*

Agreement); (v) 4.9 (*Approvals and Consents*); (vi) 6.1 (*Incorporation and Status*); and (vii) 6.2 (*Capitalization*);

(qqqq) "**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, court, judicial body, arbitral body or other law, rule or regulation-making entity, including any Taxing Authority:

(i) having jurisdiction over the Seller, the Buyer, Travel Services, the Purchased Assets or the Assumed Liabilities on behalf of any country, province, state, locality or other geographical or political subdivision thereof; or

(ii) exercising or entitled to exercise any administrative, judicial, legislative or regulatory power;

(rrrr) "**HST**" means all goods and services tax and harmonized sales tax imposed under the HST Legislation, and any provincial, territorial or foreign legislation imposing a similar value added or multi-staged tax;

(ssss) "**HST Legislation**" means Part IX of the *Excise Tax Act*, R.S.C., 1985, c. E-15, and any corresponding provincial legislation, in each case as amended;

(tttt) "**IFRS**" means International Financial Reporting Standards;

(uuuu) "**Individual Travel Agent**" means a Person who engages in the business or occupation of selling or otherwise providing, to the public, travel services supplied by another Person on behalf of Travel Services or in connection with the Business;

(vvvv) "**Individual Travel Agent License**" means a license to engage in the business or occupation of Individual Travel Agent;

(wwww) "**Initial Order**" means the initial order of the Court substantially in the form attached hereto as Schedule D;

(xxxx) "**Insolvency Proceedings**" means any action, application, petition, suit or other proceeding under any bankruptcy, receivership arrangement, reorganization, dissolution, liquidation, insolvency, winding-up or similar law of any jurisdiction now or hereafter in effect, for the relief from or otherwise affecting creditors of the Seller, including under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (including the filing of a notice of intention to make a proposal), the CCAA (including the CCAA Proceedings), the *Winding-up and Restructuring Act*, R.S.C., 1985, c. W-11, as amended, or the United States Bankruptcy Code by, against, or in respect of the Seller;

(yyyy) "**Insurance Policies**" has the meaning given thereto in 4.16;

(zzzz) "**Intellectual Property**" has the meaning given to such term in Section 2.1(j);

(aaaaa) "**Intercompany DIP**" has the meaning given to such term in Section 2.1(r);

(bbbbb) "**Inventory**" has the meaning given to such term in Section 2.1(f);

(ccccc) "**Investment**" means any intangibles, documents of title, instruments, investment property, or other assets or property of the Seller, including, without limitation: (i) negotiable or transferable money market instruments, in bearer form, or in registered form and registered in the name of RBC Investor Services Trust; (ii) instruments in registered form registered in the name of RBC Investor Services Trust and representing deposit obligations (including, without limitation, certificates of deposit, guaranteed investment certificates, deposit receipts or evidence of demand deposits); (iii) letters of credit, guarantees or similar obligations of any bank, trust company, loan company or other financial institution; and (iv) the benefit of any security interest in favour of Seller in any monies and/or in any investments;

(ddddd) "**Investment Canada Act**" means the *Investment Canada Act*, R.S.C. 1985, C. 29 (1st Supp.), as amended and the regulations promulgated thereunder;

(eeeee) "**Key Employee Retention Agreements**" means key employee retention and bonus arrangements set out in Section 1.1(eeeee) of the Disclosure Letter;

(fffff) "**knowledge of the Seller**" or "**the Seller's knowledge**" shall mean the knowledge of Shawn Stewart, Jeff Chesnut, Jeff Fair, Jack Taffe, Dimitri Benak and Laura Santillan of the Seller after reasonable inquiry;

(ggggg) "**L/C**" has the meaning given to such term in Section 8.16;

(hhhhh) "**Leased Real Property**" means all real property used in connection with the Business in which the Seller or Travel Services has a valid leasehold interest or sub-leasehold interest pursuant to the Real Property Lease, as set out in Section 4.21 of the Disclosure Letter;

(iiiii) "**Legal Proceedings**" has the meaning given to such term in Section 4.25;

(jjjjj) "**Licensed Air Miles IP**" means the rights (including intellectual property rights) licensed to the Seller under the Air Miles License Agreements;

(kkkkk) "**LVI**" means Loyalty Ventures, Inc.;

(lllll) "**LVI Promissory Note**" has the meaning given to such term in Section 2.1(r);

(mmmmm) "**Material Adverse Change**" or "**Material Adverse Effect**" means any change, development, effect, event, circumstance, fact or occurrence that, individually or in the aggregate with such other changes, developments, effects, events, circumstances, facts or occurrences, is, or would reasonably be expected to be, material and adverse to: (A) the operations or results of operations of the Business, the Purchased Assets and the Assumed Liabilities; other than any change,

development, effect, event, circumstance, fact or occurrence arising out of, attributable to or resulting from: (i) any action expressly required by this Agreement, the CCAA Proceedings or the SISP; (ii) general political, economic or financial conditions in Canada or elsewhere in the world; (iii) any change generally affecting the industries in which the Business is conducted (including changes in prices, costs of materials, labor, or shipping, general market prices, or regulatory changes in any such industry); (iv) acts of terrorism or war (whether or not declared); (v) any changes to existing Applicable Law (including the interpretation thereof); (vi) any changes to IFRS or the adoption, implementation or proposal of any new accounting principles; (vii) hurricanes, earthquakes, storms, floods or other natural disasters, epidemics, pandemics, outbreak or escalation of hostilities, the declaration of war, acts of terrorism, or acts of God; (viii) any action consented to in writing by the Buyer; or (ix) any change in the operations or results of operations of the Business, the Purchased Assets and the Assumed Liabilities following the public announcement of the CCAA Proceedings or the Transaction, including any increase in Collector redemption cadence following such public announcement; provided that any change, development, effect, event, circumstance, fact or occurrence referred to in clauses (ii), (iii), (iv), (v), (vi) or (vii) shall be taken into account in determining whether a Material Adverse Change has occurred or would reasonably be expected to occur to the extent that such change, development, effect, event, circumstance, fact or occurrence has a disproportionate effect on the Business, the Purchased Assets, the Assumed Liabilities and/or Travel Services compared to other participants in the industries in which the Seller and/or Travel Services, as applicable, conducts the Business; or (B) the ability of the Seller to timely consummate the Transaction and the related Closing Documents or perform its obligations under the Transaction or the Closing Documents;

(nnnnn) "**Material Contracts**" means:

(i) each Contract with a Material Customer including, for certainty, that certain Program Participation Agreement dated October 1, 2022 between the Seller and Shell Canada Products and that certain Program Participation Agreement dated July 1, 2022 between the Seller and Metro Ontario Inc.;

(ii) each Contract with a Material Supplier;

(iii) each Contract relating to the sale of goods, or the provisions of any services by, the Seller or Travel Services involving aggregate consideration in excess of $350,000 and that, in each case, cannot be cancelled by the Seller or Travel Services without penalty or by giving less than 90 days' notice;

(iv) each Contract that requires the Seller or Travel Services to purchase their total requirements of any product or service from a third party or that contain "take or pay" provisions;

(v) each Contract relating to or requiring the acquisition or disposition by the Seller or Travel Services of any business, division or product line (including

any material asset of the Business) or the capital stock of any other Person, in each case pursuant to which any earn-outs or deferred, contingent purchase price or material indemnification obligations or any other obligations of the Seller or Travel Services remain outstanding;

(vi) each Contract providing for the incurrence, assumption, surety or guarantee of, or that relate to evidence of, any of outstanding indebtedness as of the date of this Agreement or the making of any outstanding loans as of the date of this Agreement;

(vii) each Contract with any Governmental Authority to which the Seller or Travel Services is a party;

(viii) each Contract: (A) containing a covenant expressly limiting in any material respect the freedom of the Seller or Travel Services (or that would limit in any material respect the freedom of the Buyer after the Closing) to engage in any business with any Person or to compete with any Person in any geographic area or during any period of time, other than Contracts containing customary non-solicitation and no-hire provisions entered into in the Ordinary Course; (B) expressly limiting in any material respect the ability of the Seller or Travel Services to incur indebtedness for borrowed money; (C) obligating the Seller or Travel Services to purchase or otherwise obtain any product or service exclusively from a single party or sell any product or service exclusively to a single party; or (D) containing any provision that grants any Person a right of first refusal, first offer or similar right to purchase any right, asset or property of the Seller or Travel Services; or any equity interest in Travel Services;

(ix) the Air Miles License Agreements, along with each other Contract pursuant to which the Seller or Travel Services have provided funds to or made any loan, capital contribution or other investment in, or assumed any liability or obligation of, any Person, including take-or-pay contracts or keepwell agreements;

(x) each Contract providing for indemnification by the Seller or Travel Services of any Person with respect to Claims relating to the Business or the Purchased Assets other than Contracts with customers and suppliers entered into in the Ordinary Course;

(xi) each Contract to sell, lease or otherwise dispose of any material asset of the Business (other than in the Ordinary Course) that have obligations that have not been satisfied or performed;

(xii) each Contract with any labor union, works council, employee association, trade union, or other similar employee representative body or employee committee;

(xiii) each Contract that obligates the Seller or Travel Services to make any capital expenditure or investment in excess of $100,000;

(xiv) each Contract that includes a sale or retention bonus or similar payment, commitment or arrangement that will be triggered by the Transaction other than the Key Employee Retention Agreements;

(xv) each Contract relating to Travel Services that requires a consent to or otherwise contain a provision relating to a "change of control," or that would prohibit or delay the consummation of the Transaction;

(xvi) each Contract reflecting a settlement of any threatened or pending Legal Proceedings or Claim that has obligations of Seller or Travel Services that have not been satisfied or performed, other than releases entered into with former employees or independent contractors of the Seller or Travel Services, on an individual (and not class or collective basis), in the Ordinary Course in connection with the routine cessation of such employee's or independent contractor's employment with the Seller or Travel Services;

(xvii) each operating lease (as lessor or lessee) of tangible personal property (other than any such lease calling for payments of less than $100,000 per year);

(xviii) each Contract that results in any Person holding a power of attorney from the Seller or Travel Services that relates to the Business or the Purchased Assets;

(xix) the Air Miles License Agreements, along with each other Contract to which the Seller or Travel Services is a named party and: (A) licenses in Intellectual Property exclusively or for consideration in excess of $100,000; or (B) licenses out exclusively or for Intellectual Property for consideration in excess of $100,000, in each case, other than ordinary course non-exclusive license agreements, non-exclusive customer agreements, non-disclosure agreements, and/or agreements for generally commercially available "off-the-shelf" software that is licensed on standard and non-negotiable commercial terms;

(xx) each Contract to which the Seller or Travel Services is a party that provide for: (A) any joint venture, partnership or similar arrangement by the Seller or Travel Services; and/or (B) mergers, asset or stock purchases or divestitures that are material to the Business; and

(xxi) each shareholder agreement, pooling agreement, voting trust or similar agreement with respect to the ownership or voting of any of the Travel Services Shares or restriction of the power of the directors of the Seller or Travel Services to manage, or supervise the management of, the business and affairs of the Seller or Travel Services;

(ooooo) "**Material Customers**" has the meaning given to such term in Section 4.15(a);

(ppppp) "**Material Permits and Licenses**" means any Permit and License that is material to the Seller, Travel Services, or the Business;

(qqqqq) "**Material Suppliers**" has the meaning given to such term in Section 4.15(b);

(rrrrr) "**Monitor**" means KSV Restructuring Inc. in its capacity as monitor in the CCAA Proceedings, as contemplated to be appointed by the Court under the Initial Order;

(sssss) "**Monitor's Certificate**" means the certificate, substantially in the form to be attached as Schedule "A" to the Approval and Vesting Order, to be delivered by the Monitor to the Seller and the Buyer in accordance with Section 7.4, and thereafter filed by the Monitor with the Court;

(ttttt) "**No Action Letter**" means written confirmation from the Commissioner that the Commissioner does not, at that time, intend to make an application under section 92 of the Competition Act in respect of the Transaction, such written confirmation having not been modified or withdrawn prior to the Closing Time;

(uuuuu) "**Notice of Arbitration**" has the meaning given to such term in Section 3.4(e);

(vvvvv) "**Notice of Objection**" has the meaning given to such term in Section 3.4(c);

(wwwww) "**OFAC**" has the meaning given to such term in Section 4.24(b);

(xxxxx) "**Ordinary Course**", when used in relation to the conduct of the Business, means any transaction that constitutes an ordinary day-to-day business activity of the Seller or Travel Services, as applicable, conducted in a manner consistent with the Seller's or Travel Services', as applicable, past practice in respect of the Business since November 3, 2021, and, with respect to transactions that occur from and after the date of the Initial Order to and including the Closing Date, shall also mean in accordance with the DIP Agreement Cash Flow Projection (as that term is defined in the DIP Term Sheet);

(yyyyy) "**Organizational Documents**" means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals);

(zzzzz) "**Outside Date**" means June 30, 2023; provided that: (i) the Parties may at any time extend the Outside Date by written agreement; and (ii) if the Closing Date has not occurred by such date solely as a result of the failure to satisfy any of the conditions set forth in Section 7.1(g), then either Party may elect by notice in writing delivered

to the other Party by no later than the date that is three Business Days before such date, to extend the Outside Date up to two times by 45 day increments for a maximum of 90 days;

(aaaaaa) "**Parties**" means the Seller and the Buyer together, and "**Party**" means either the Seller or the Buyer;

(bbbbbb) "**Permits and Licenses**" has the meaning given to such term in Section 2.1(o);

(cccccc) "**Permitted Encumbrances**" means all:

(i) Encumbrances in respect of the Reserve Agreement and the Security Agreement;

(ii) Encumbrances with respect to trust accounts required to be maintained by or for Travel Services under Applicable Law of the provincial travel and insurance regulators;

(iii) Encumbrances contained within any Assumed Contracts in favour of the counterparties to such Assumed Contracts;

(iv) To the extent not included in the Encumbrances listed in clause (ii) above of this definition of "Permitted Encumbrances", normal and customary rights of setoff or compensation upon deposits in favour of depository institutions, and liens of a collecting bank on cheques and other payments in the course of collection;

(v) Encumbrances associated with, and financing statements evidencing, the rights of equipment lessors under any of the Personal Property Leases that are registered under the PPSA;

(vi) Encumbrances in favour of the DIP Lender;

(vii) the right reserved to or vested in any municipality or government, or to any statutory or public authority, by the terms of any lease, license, franchise, grant or permit required by the Seller or any statutory provision to terminate any such lease, license, franchise, grant or permit, or to require annual or other periodic payments as a condition to the continuance thereof; and

(viii) Encumbrances listed in Section 1.1(cccccc) of the Disclosure Letter;

(dddddd) "**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

(eeeeee) "**Personal Information**" means any information: (i) about an identified or identifiable individual, including without limitation Collectors and Employees; or (ii) that constitutes "personal information" under Applicable Laws relating to privacy or data protection;

(ffffff) "**Personal Property Leases**" has the meaning given to such term in Section 2.1(i);

(gggggg) "**Post-Closing Claims**" means Claims (other than the Assigned Claims) and orders (including injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator and includes remedial orders), assessments or reassessments and judgments flowing from any past, current or future Legal Proceedings, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, or tort, arising from or in relation to any facts, circumstances, events or occurrences existing or arising from and after the Closing Date, in in respect of or relating to the Purchased Assets and the Assumed Liabilities;

(hhhhhh) "**Post-Closing Tax Period**" means a Taxation year or other fiscal period that begins at or after the Closing Time and, with respect to a Tax Straddle Period, the portion of such taxation year or period beginning at the Closing Time;

(iiiiii) "**PPSA**" means the *Personal Property Security Act*, R.S.O. 1990, c. P.10, as amended;

(jjjjjj) "**Pre-Closing Tax Period**" means a Taxation year or other fiscal period that ends on or before the Closing Time;

(kkkkkk) "**Processed**" or "**Processing**" means the collection, use, retention or disclosure, of any Personal Information or confidential information (whether in electronic or any other form or medium);

(llllll) "**Purchase Price**" has the meaning given to such term in Section 3.1;

(mmmmmm) "**Purchased Assets**" has the meaning given to such term in Section 2.1;

(nnnnnn) "**QST**" means the Québec sales tax payable under *an Act respecting Québec sales tax* (Québec);

(oooooo) "**RBC**" means RBC Investor Services Trust;

(pppppp) "**RBC Accounts**" means the bank accounts at RBC Investor & Treasury Services held in the name of the Seller and bearing account numbers: 116462003 and 116462005;

(qqqqqq) "**Real Property**" means all real or immoveable property, and all plants, buildings, structures, improvements, appurtenances and fixtures (including fixed

machinery and fixed equipment) thereon, forming part thereof or benefiting such real or immoveable property;

(rrrrrr) "**Real Property Lease**" has the meaning given to such term in Section 4.21 of the Disclosure Letter;

(ssssss) "**Released Parties**" has the meaning given to such term in Section 8.13;

(tttttt) "**Representatives**" means as to any Person, such Person's affiliates, and its and their respective directors, officers, employees, managing members, partners, general partners, agents, advisors and consultants (including legal advisors, financial advisors and accountants);

(uuuuuu) "**Required Reserve Amount**" for any month shall mean the "Required Reserve Amount" as set forth in the Trust Certificate for such month;

(vvvvvv) "**Reserve Agreement**" means that certain Amended and Restated Redemption Reserve Agreement dated as of December 31, 2001, between Loyalty Management Group Canada Inc. and Royal Trust Corporation of Canada, as amended by the Amending Agreement made with effect as of January 1, 2006, between Loyalty Management Group Canada Inc. and RBC Dexia Investor Services Trust, as successor to Royal Trust Corporation of Canada;

(wwwwww) "**Reserve Agreement Assignment and Assumption**" has the meaning given to such term in Section 8.5;

(xxxxxx) "**Reserve Deficiency**" for any month shall mean the Required Reserve Amount less the Value of the Reserve Fund;

(yyyyyy) "**Reserve Fund**" has the meaning given to such term in the Reserve Agreement and the Security Agreement;

(zzzzzz) "**Security Agreement**" means that certain Amended and Restated Security Agreement dated as of December 31, 2001, between Loyalty Management Group Canada Inc. and Royal Trust Corporation of Canada, as amended by the Amending Agreement made with effect as of January 1, 2006, between Loyalty Management Group Canada Inc. and RBC Dexia Investor Services Trust, as successor to Royal Trust Corporation of Canada;

(aaaaaaa) "**Seller**" has the meaning given to such term in the preamble to this Agreement;

(bbbbbbb) "**Seller Registered IP**" has the meaning given to such term in Section 4.19;

(ccccccc) "**SEMA**" has the meaning given to such term in Section 4.24(b);

(ddddddd) "**Settlement Date**" has the meaning given to such term in Section 3.4(g);

(eeeeeee) "**Settlement Payment**" is the amount by which the Final Cash Purchase Amount is greater than the Estimated Cash Purchase Amount, if any, up to a maximum amount equal to the Adjustment Escrow Amount;

(fffffff) "**SISP**" means those certain sale and investment solicitation procedures attached as Schedule B hereto;

(ggggggg) "**SISP Order**" means an order of the Court substantially in the form attached hereto as Schedule F;

(hhhhhhh) "**Sobeys Contract**" means the Program Participation Agreement between Seller and Sobeys Capital Incorporated dated as of May 1, 2014, including all amendments, notices and extensions thereto, and all other Program Participation Agreements between Seller and any member of the Sobeys group of companies, including all amendments, extensions, notices thereto;

(iiiiiii) "**Successful Bid**" has the meaning set out in the SISP;

(jjjjjjj) "**Tax**" and "**Taxes**" means any and all:

(i) taxes, surtaxes, duties, fees, excises, premiums, assessments, imposts, levies, dues and other charges or assessments of any kind whatsoever imposed or collected by any Governmental Authority, whether disputed or not, including those with respect to income, goods and services, harmonized sales, sales, value added, transfer, land transfer, use, real or personal property, registration fees, franchise, capital, tangible, withholding, employment, employer health, payroll, social security, social contribution, unemployment compensation, disability, excise, customs duties, consumption, gross receipts, stamp, countervail, and any instalments thereof;

(ii) all related charges, interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority on or in respect of amounts of the type described in clause (i) above or this clause (ii);

(iii) all Canada Pension Plan contributions and employment insurance premiums or similar contributions/premiums required in any jurisdictions; and

(iv) any liability for any of the foregoing as a result of any express or implied obligation to indemnify any other Person or as transferee, guarantor, successor, or by contract, operation of law or otherwise;

(kkkkkkk) "**Tax Act**" means the *Income Tax Act* (Canada) as amended, and any relevant provincial legislation imposing tax similar to the *Income Tax Act* (Canada);

(lllllll) "**Tax Attributes**" has the meaning given to such term in Section 2.2(g);

(mmmmmmm) "**Tax Dispute**" means the dispute with the Canada Revenue Agency relating to a portion of the reserve made by the Seller pursuant to paragraph 20(1)(m) of the Tax Act for the Seller's 2013 taxation year and any subsequent taxation year;

(nnnnnnn) "**Tax Returns**" means all returns (including any withholding Tax Returns and information returns), declarations, reports, elections, designations, filings, statements, schedules, notices, forms or other documents or information (whether in tangible or intangible form and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto), filed or required to be filed in respect of the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of any legal requirement relating to any Tax;

(ooooooo) "**Tax Straddle Period**" means a taxation period that begins before, and ends after, the Closing Time. For the purposes of allocating Taxes in respect of any Tax Straddle Period, the amount of Taxes allocable to the portion of the Tax Straddle Period ending immediately before the Closing Time shall be deemed to be: (i) in the case of Taxes imposed on a periodic basis (such as real or personal property Taxes), the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction, the numerator of which is the number of days in the Tax Straddle Period ending on and including the Closing Date and the denominator of which is the number of days in the entire relevant Tax Straddle Period; and (ii) in the case of Taxes not described in clause (i) above (such as franchise Taxes, withholding Taxes, Taxes that are based upon or related to income or receipts, based upon occupancy or imposed in connection with any sale or other transfer or assignment of property (real or personal, tangible or intangible)), the amount of any such Taxes shall be determined as if such taxable period ended immediately before the Closing Time. All determinations necessary to give effect to or relevant to the foregoing allocations will be made by Travel Services acting in good faith, taking into account the prior practice of Travel Services and Applicable Law;

(ppppppp) "**Taxing Authority**" means any Governmental Authority having jurisdiction over the assessment, determination, collection, or other imposition of any Tax;

(qqqqqqq) "**Trade Creditor Amount**" means the amount of trade creditor liabilities and obligations that are (i) not represented by either Assumed Contracts or Excluded Contracts, (ii) are incurred after the date hereof and on or prior to the Closing Date, (iii) and are required pursuant to their terms to be paid; and (iv) were contemplated to be paid prior to the Closing Date in accordance with the DIP Agreement Cash Flow Projection (as that term is defined in the DIP Term Sheet), in each case that were not paid and such non-payment is not in the Ordinary Course, but for the avoidance of doubt excluding all Cure Costs;

(rrrrrrr)"**Trade Obligations**" has the meaning given to such term in Section 2.3(d);

(sssssss) "**Transaction**" means, collectively, the sale and purchase of the Business and the Purchased Assets and assumption of the Assumed Liabilities pursuant to this Agreement, the Approval and Vesting Order and all other transactions contemplated by this Agreement or entered into in order to give effect to this Agreement that are to occur contemporaneously or otherwise in connection with the sale and purchase of the Business and the Purchased Assets;

(ttttttt) "**Transaction Personal Information**" means any Personal Information in the possession, custody or control of the Seller or Travel Services at or before the Closing Date that is disclosed to the Buyer or any representative or affiliate of the Buyer in connection with the Transaction;

(uuuuuuu) "**Transfer Taxes**" has the meaning given to such term in Section 8.9(c);

(vvvvvvv) "**Transition Services**" means those services to be provided to the Seller pursuant to the Transition Services Agreement;

(wwwwwww) "**Transition Services Agreement**" means the Acknowledgement Agreement between LVI and the Seller dated as of the date hereof;

(xxxxxxx) "**Travel Services**" means LoyaltyOne Travel Services Co. / Cie Des Voyages LoyaltyOne;

(yyyyyyy) "**Travel Services Approvals**" means approvals from Governmental Authorities in respect of the Material Permits and Licenses maintained by Travel Services;

(zzzzzzz) "**Travel Services Shares**" has the meaning given to such term in Section 2.1;

(aaaaaaaa) "**Trust Certificate**" the Corporate Certificate (as defined in the Reserve Agreement) that has been delivered in the Ordinary Course in compliance with the terms of the Reserve Agreement;

(bbbbbbbb) "**Ultimate Redemption Rate**" means the estimated percentage of AMs issued to Collectors that the Seller has determined, using methodologies consistent with past practice and taking into account relevant historical data, will be redeemed by such Collectors, and which calculation the Seller has provided to the Buyer prior to the date hereof together with all reasonable supporting documentation requested by the Buyer in connection therewith;

(ccccccc) "**Value of the Reserve Fund**" for any month shall mean the "Value of the Reserve Fund" as set out in the Trust Certificate for such month; and

(ddddddddd) "**WestJet Contract**" means that certain Sales Agreement entered into by and between WestJet (an Alberta Partnership) and the Seller as of November 16, 2022, as may be amended from time to time.

1.2 Schedules

The following Schedules form part of this Agreement:

Schedule A	-	Consents and Approvals
Schedule B	-	Sale and Investment Solicitation Procedures
Schedule C	-	Approval and Vesting Order
Schedule D	-	Initial Order
Schedule E	-	A&R Initial Order
Schedule F	-	SISP Order
Schedule G	-	Financial Statements
Schedule H	-	Trust Certificate

1.3 Statutes

Unless specified otherwise, reference in this Agreement to a statute refers to that statute as it may be amended, or to any restated or successor legislation of comparable effect.

1.4 Headings and Table of Contents

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.5 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.6 Interpretation

In this Agreement: (i) the words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole.

1.7 Further Rules

Unless the context otherwise requires, references herein: (i) to Articles, Sections and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof

1.8 No Presumption

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

1.9 Disclosure Letter and Exhibits

The Disclosure Letter and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

1.10 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in United States dollars.

1.11 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.12 Entire Agreement

This Agreement, the Disclosure Letter, the Approval and Vesting Order, the agreements and other documents required to be delivered pursuant to this Agreement and to effect the Transaction and, subject to Section 12.1, the Confidentiality Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

1.13 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.14 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any Claims or controversy directly or indirectly based upon or arising out of this Agreement or the

Transaction (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the courts of Ontario for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 12.5 shall be deemed effective service of process on such Party.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreement to Purchase and Sell Purchased Assets

Upon and subject to the terms and conditions of this Agreement (including the provisions of Section 2.6) and at the times specified in Section 2.7 and 2.8, the Seller shall sell and the Buyer shall purchase, free and clear of: (i) all Encumbrances other than Permitted Encumbrances; and (ii) Claims (other than the Assumed Liabilities), all of the Seller's right, title and interest in, to and under, or relating to, the assets, property, interests, undertaking and other rights of the Seller, relating to or owned or used in connection with the Business other than the Excluded Assets (collectively the "**Purchased Assets**"), including, but not limited to, the following:

(a) *Cash and Accounts Receivable* – except as set forth in Sections 2.2(d), 2.2(e), 2.2(f) and 2.2(g) all cash and all accounts receivable (including unbilled revenue and holdbacks), bills receivable, trade accounts, trade debts and book debts due or accruing, including any refunds and rebates receivable relating to the Purchased Assets and the full benefit of all security (including cash deposits), guarantees and other collateral held by the Seller, and amounts receivable (or that may become receivable) by the Seller under agreements whereby the Seller has disposed of a business, facility or other assets, or under royalty (or other) agreements or documents related thereto, and any asset-backed commercial paper or other investments, and, to the extent practicable, all bank accounts agreed upon by the Parties;

(b) *Assumed Contracts* – all Contracts relating to the Business and/or the Purchased Assets, including, without limitation, those Contracts listed in Section 2.1(b) the Disclosure Letter (collectively, the "**Assumed Contracts**") but excluding all Contracts with a person not dealing at arm's length with the Seller for purposes of the Tax Act (other than pursuant to Section 2.1(m)); provided that the Seller shall update Section 2.1(b) of the Disclosure Letter in accordance with Section 8.1;

(c) *Reserve Agreement* – all of the Seller's rights, powers and interests under and in respect of the Reserve Agreement and the Security Agreement, and all accounts (including the RBC Account), deposits, funds (including the Reserve Fund) and monies relating thereto including, for greater certainty, in respect of or related to the RBC Accounts and the Reserve Fund: (i) all Investments which are at any time or from time to time deposited with or specifically assigned to RBC or its agent by the Seller for the purposes of the Reserve Agreement and all Investments derived

from the Investment of any monies or other Investments which, in each case, are part of the Reserve Fund (as defined in the Reserve Agreement); (ii) without limiting (i), the right of the Seller to be paid or receive any and all Redemption Fees (as defined in the Reserve Agreement) payable at any time or from time to time thereunder; (iii) all substitutions, accretions and additions to any of the monies or Investments described in the foregoing, including without limitation, all interest, dividends or other amounts earned or derived therefrom; (iv) all certificates and instruments evidencing the foregoing; (v) all proceeds of any of the foregoing of any nature and kind including, without limitation, goods, intangibles, documents of title, instruments, investment property, or other personal property; and (vi) goods, intangibles, documents of title, instruments, investment property, or other personal property and any other assets or property forming part of the Reserve Fund;

(d) *Travel Services Shares* – all of the issued and outstanding shares in the capital of Travel Services (the "**Travel Services Shares**");

(e) *Prepaid Expenses* – the full benefit of all advances, prepaid assets, security and other deposits, prepayments and other current assets relating to, or used of or held for use in connection with, the Business or the Purchased Assets (but excluding all prepaid assets relating to Excluded Assets and any retainers paid to professional service advisors);

(f) *Inventory* – all items that are held by the Seller for sale, license, rental, lease or other distribution in the Ordinary Course, or are being produced for sale, or are to be consumed, directly or indirectly, in the production of goods or services to be available for sale, of every kind and nature and wheresoever situate relating to the Business including inventories of raw materials, spare parts, work-in-progress, finished goods and by-products, operating supplies and packaging materials (collectively, the "Inventory");

(g) *Fixed Assets and Equipment* – all machinery, equipment, office equipment, communications equipment, furnishings, furniture, parts, dies, molds, tooling, tools, computer hardware, information technology infrastructure, supplies, accessories and other tangible personal and moveable property (other than Inventory) owned or used or held by the Seller for use in or relating to the Business, whether located on the Seller's premises or elsewhere;

(h) *Vehicles* – all motor vehicles, including all trucks, vans, cars and forklifts owned or used or held by the Seller for use in or relating to the Business;

(i) *Personal Property Leases* – all leases of personal or moveable property that relate to the Business, including all benefits, rights and options pursuant to such leases and all leasehold improvements forming part thereof (the "**Personal Property Leases**");

(j) *Intellectual Property* – all right, title and interest of the Seller to all intellectual property held for, used in or relating to the Business, including each item listed in

Section 2.1(j) of the Disclosure Letter and the Licensed Air Miles IP, (collectively, the "**Intellectual Property**") including:

(i) all trademarks, trade names, websites and domain names, certification marks, service marks, and other source indicators, and the goodwill of any business symbolized thereby, patents, copyrights, works, computer systems, code, applications, systems, databases, data, website content, know-how, formulae, processes, inventions, technical expertise, research data, trade secrets, industrial designs and other similar property;

(ii) all registrations and applications for registration thereof;

(iii) any and all licenses, sub-licenses or any other evidence of a right to use any of the foregoing;

(iv) the right to obtain renewals, extensions, substitutions, continuations, continuations-in-part, divisions, re-issues, re-examinations or similar legal protections related thereto, subject to the terms and conditions of licenses for Licensed Air Miles IP; and

(v) the right to bring an action at law or equity for the infringement of the foregoing before the Closing Time, including the right to receive all proceeds and damages therefrom, owned, or used or held by the Seller for use in or relating to the Business, subject to the terms and conditions of licenses for Licensed Air Miles IP;

(k) *Computer Software* – all software and documentation therefor used in the Business, including, all electronic data processing systems, program specifications, source codes, object code, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals, training manuals and other related material;

(l) *Goodwill* – subject to the terms and conditions of licenses for Licensed Air Miles IP, the goodwill of the Business and relating to the Purchased Assets, and information and documents relevant thereto including lists of customers and suppliers, credit information, telephone and facsimile numbers, e-mail addresses, research materials, research and development files and Confidential Information and the exclusive right of the Buyer to represent itself as carrying on the Business in succession to the Seller;

(m) *Transition Services* – all rights, power, title and interests of the Seller in and to all Contracts in respect of or related to services that the Seller receives pursuant to the Transition Services Agreement;

(n) *Books and Records* – all books, records and files (whether written, electronic or in any other medium) of the Business, including all files and data related to Assumed Employees, advertising and promotional materials and similar items, all sales related materials, the general ledger and accounting records relating to the Business,

all customer lists and lists of suppliers, all operating manuals, plans and specifications and all of the right, interest and benefit, if any, thereunder and to and in the domain names, telephone numbers, facsimile numbers and e-mail addresses, related to, used for or held for use in connection with the Business or the Purchased Assets, and all records, files and information necessary or desirable for Buyer to conduct or pursue the rights described in Section 2.1(q) (collectively, the "**Books and Records**"), however Books and Records shall not include the Seller's Organizational Documents (other than Organizational Documents in respect of or relating to Travel Services) and any books and records solely relating to Excluded Assets and Excluded Liabilities, whether privileged or not; provided, however, that the Seller may retain copies of all books and records included in the Purchased Assets solely to the extent necessary for the administration of any Insolvency Proceedings, the filing of any Tax Return, compliance with any Applicable Law or the terms of this Agreement, to support any Excluded Assets or required to initiate, prosecute, advance or defend any Claims forming part of the Excluded Assets or consummate any wind-up of the Seller. To the extent that any Books and Records includes materials subject to the attorney work-product doctrine or attorney-client privilege, the Seller is not waiving and shall not be deemed to have waived or diminished its attorney work- product protections, attorney-client privileges or similar protections and privileges as a result of disclosing any Books and Records (including any information related to pending or threatened litigation) to Buyer, and the Parties agree that they have a commonality of interest with respect to such matters. All Books and Records that are entitled to protection under the work-product doctrine, attorney-client privilege or other applicable privilege shall remain entitled to such protection under these privileges, this Agreement and the joint-defense-doctrine;

(o) *Permits and Licenses* – all permits, licenses, approvals, authorizations, orders, certificates, consents, directives, notices, variances, registrations or other rights issued to or held or used or required by the Seller relating to the Business or any of the Purchased Assets by or from any Governmental Authority (the "**Permits and Licenses**");

(p) *Insurance* –

(i) the interests of the Seller in all Insurance Policies, to the extent such interests are assignable, but excluding any director and officer and any errors and omissions Insurance Policies;

(ii) any proceeds, net of any deductibles and retention, recovered by the Seller under all other Contracts of insurance, insurance policies (excluding for certainty proceeds paid directly by the insurer to or on behalf of directors and officers under directors' and officers' insurance policies) and insurance plans after the Closing Date; and

(iii) the full benefit of the Seller's rights to insurance Claims (excluding for certainty proceeds paid directly by the insurer to or on behalf of directors

and officers under directors' and officers' insurance policies) and amounts recoverable in respect thereof net of any deductible;

(q) *Claims* – all: (i) Claims that have been, or that may in the future be, asserted, commenced, pursued or exercised by the Seller as against any Person or property in respect of occurrences, events, accidents or losses suffered prior to the Closing Time; (ii) proceeds flowing from any Claims or Legal Proceeding in respect thereof; and (iii) in respect of the foregoing, rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, in each case held by the Seller as of the Closing Date (regardless of whether such rights are currently exercisable) (collectively, the "**Assigned Claims**"), including those Claims set out in Section 2.1(q) of the Disclosure Letter; but excluding all Claims constituting Excluded Assets under Section 2.2(b), 2.2(g) and any Claims constituting Excluded Liabilities under Section 2.4(j);

(r) *Loans* – any loans or debts in respect of or relating to the operation of the Business due prior to the Closing Date to the Seller, but excluding all amounts now or hereafter owing by LVI to the Seller under and pursuant to: (i) the promissory note dated February 26, 2023 (the "**LVI Promissory Note**") evidencing a loan made by the Seller to LVI in the amount of CAD$18,000,000.00; and (ii) the Senior Secured Superpriority Debtor in Possession Credit Facility Term Sheet to be entered into between the Seller as lender and LVI as borrower to evidence a loan to be made by the Seller to LVI (the "**Intercompany DIP**");

(s) *Warranty Rights* – all warranty rights against manufacturers, builders, contractors or suppliers relating to any of the Purchased Assets, to the extent the foregoing are transferable; and

(t) *Confidentiality Agreements, etc.* – all rights (but not any obligations) of the Seller under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with current and former employees to the extent primarily relating to the Purchased Assets, Assumed Liabilities or the Business (or any portion thereof).

2.2 Excluded Assets

Notwithstanding any provision of this Agreement to the contrary, the Purchased Assets shall not include any of the following assets of the Seller (collectively, the "**Excluded Assets**"):

(a) *Non-Canadian Assets* – assets, if any, that: (i) are located exclusively outside of Canada; and (ii) do not relate to the Business;

(b) *Bread Financial Holdings* – all Claims against Bread Financial Holdings, Inc. f/k/a Alliance Data Systems Corporation ("**Bread**") and any of its current affiliates or their respective present and former direct and indirect shareholders, officers, directors, employees, advisors (including financial advisors), legal counsel and agents, but excluding all Claims against Bread relating to Bread's provision of services to the Seller;

(c) *Excluded Contracts* – the Excluded Contracts;

(d) *DIP Proceeds* – all cash that is advanced to the Seller pursuant to the DIP Term Sheet;

(e) *Purchase Price* – all cash that is paid in satisfaction of the Purchase Price;

(f) *Excluded Cash* – cash in the amount of $2,000,000 (the "**Excluded Cash**");

(g) *Tax Attributes* – all Tax assets, Tax refunds, Tax payments, Tax credits, or other Tax attributes (including: (i) any amounts that are owed or may become owing to the Seller from any Taxing Authority and any Claims in respect thereof; and (ii) the Tax Dispute) ("**Tax Attributes**") of the Seller; excluding, however, any Tax Attributes relating to, or attributable to, Travel Services and/or the Travel Services Shares; and

(h) *LVI Intellectual Property* – all right, title and interest of the Seller to all intellectual property listed on Section 2.2(h) of the Disclosure Letter.

2.3 Assumption of Liabilities

The Buyer shall assume as of the Closing Date and shall pay, discharge and perform, as the case may be, from and after the Closing Date, the following liabilities and obligations of the Seller with respect to the Business and/or the Purchased Assets other than the Excluded Liabilities (collectively, the "**Assumed Liabilities**"), which shall, for greater certainty, not include the Excluded Liabilities:

(a) *Obligations under Contracts, etc.* – all liabilities and obligations arising under the Assumed Contracts, from and after the Closing Date, including all Cure Costs, in each case provided that such contracts are assigned to the Buyer (whether as of right, on consent, or by Court order) from and after the Closing Date;

(b) *Permits and Licenses* – all liabilities and obligations arising from and after the Closing Date pursuant to or in respect of Permits and Licenses;

(c) *Reserve Agreement* – all of the Seller's present and future liabilities and obligations under the Reserve Agreement and the Security Agreement, in both cases which are and shall be assigned to the Buyer (whether as of right, on consent, or by an order of the Court);

(d) *Trade Obligations* – all trade obligations payable or accrued (including, for certainty, customer credit balances and open purchase orders) of the Business from and after the Closing Date (collectively, the "**Trade Obligations**");

(e) *Letters of Credit* – the BMO LCs;

(f) *Obligations to Collectors* – all liabilities and obligations of the Seller to any Collector in respect of the Air Miles Program, in accordance with the terms and conditions of the Air Miles Program; and

(g) *Employee Matters* – all liabilities and obligations of the Buyer as expressly set out in Section 8.10.

2.4 Excluded Liabilities

Except as expressly assumed pursuant to Section 2.3, all debts, obligations, Contracts and liabilities of the Seller, of any kind or nature, shall remain the sole responsibility of the Seller, and the Buyer shall not assume, accept or undertake any debt, obligation, duty, contract or liability of the Seller of any kind, whatsoever, whether accrued, contingent, known or unknown or otherwise, and specifically excluding the following liabilities or obligations that shall be retained by, and that shall remain the sole responsibility of the Seller (collectively, the "**Excluded Liabilities**"):

(a) *Intercompany Obligations* – all liabilities and obligations due or accruing due prior to the Closing Date from the Seller to any of its affiliates or its affiliates' respective present and former direct and indirect shareholders, officers, directors, employees, advisors (including financial advisors), legal counsel, advisors and agents (except all liabilities and obligations expressly assumed by Buyer pursuant to Section 2.3(g)), excluding liabilities and obligations as between the Seller and Travel Services;

(b) *Credit Agreement* – all liabilities and obligations of the Seller under the Credit Agreement or as a guarantor or indemnitor of any obligation or liability thereunder;

(c) *Excluded Assets* – all liabilities and obligations relating to or otherwise arising, whether before, on or after the Closing, out of, or in connection with the Excluded Assets;

(d) *Excluded Contracts* – all liabilities and obligations in connection with the Contracts listed in Section 2.4(d) of the Disclosure Letter (such contracts, the "**Excluded Contracts**");

(e) *KEIP / KERP Obligations* – all liabilities and obligations relating to any key employee retention plan or key employee incentive plan, to the extent that the Seller enters into any such plan(s) during Insolvency Proceedings;

(f) *Non-Assumed Employees* – all liabilities and obligations of the Seller arising out of, relating to or with respect to current or former employees, contractors or consultants that are not explicitly assumed by the Buyer pursuant to Section 8.10;

(g) *Employee Plans* – all liabilities and obligations relating to or with respect to the Employee Plans;

(h) *Taxes* – all liabilities and obligations for Taxes of the Seller whether in respect of the period before, on or after the Closing;

(i) *Transaction Expenses* – all liabilities and obligations for costs and expenses (including legal and other advisory and professional fees) of the Seller or its affiliates in connection with the Transaction and the CCAA Proceedings whether in respect of the period before, on or after the Closing Date;

(j) *Claims* – Claims and orders (including injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator and includes remedial orders), assessments or reassessments and judgments flowing from any past, current or future Legal Proceedings, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, or tort, arising from or in relation to any facts, circumstances, events or occurrences existing or arising prior to, on or after the Closing Date, in all such cases: (A) against the Seller or any of its affiliates (other than Travel Services), or their respective present and former direct and indirect shareholders, officers, directors, employees, advisors (including financial advisors), legal counsel and agents, including Claims relating to any breach of law, product liability claims, and any Claims relating to the environment or occupational health and safety, including: (i) Claims arising in connection with properties owned, leased or operated by the Seller at any time prior to, on or after the Closing Date; (ii) Claims arising in connection with facilities or properties to which the Seller sent hazardous material for disposal prior to, on or after the Closing Date; (iii) Claims arising in connection with any hazardous material generated, used, emitted, released, stored, transported or disposed of prior to, on or after the Closing Date in connection with the Business or by the Seller; (iv) Claims that constitute fines, penalties or other liabilities arising from violations of or non-compliances with Environmental Law or environmental Permits and Licenses occurring prior to, on or after the Closing Date, all to the maximum extent permitted by Applicable Law; and (v) the Tax Dispute; (B) all Claims: (i) that are not Assigned Claims; or (ii) that are held by the Seller against any of the Seller's affiliates but excluding any Claims as between the Seller and Travel Services; or (C) all Claims as set forth in Section 2.4(j) of the Disclosure Letter (collectively, the "**Excluded Claims**"), provided that, for greater certainty, Excluded Claims shall not include any Post-Closing Claims; and

(k) *Unrelated Matters* – all Claims of the Seller or any of its affiliates that are unrelated to the Purchased Assets or the Assumed Liabilities.

2.5 Assignment of Assumed Contracts and Payment of Cure Costs

(a) Promptly following the date hereof and, in any event, no later than 20 calendar days following the date hereof, the Seller shall deliver to Buyer an updated Schedule A listing Consents and Approvals.

(b) Promptly following the date hereof, the Seller shall use commercially reasonable efforts to obtain all Consents and Approvals that are required from contractual counterparties to assign the Assumed Contracts to the Buyer and shall continue to

use such commercially reasonable efforts as Schedule A is updated. The Buyer shall cooperate, using commercially reasonable efforts, with and assist the Seller in obtaining all such Consents and Approvals.

(c) To the extent that any Assumed Contract is not assignable without the consent of the counterparty or any other Person, and such consent has not been obtained prior to the hearing before the Court for the Seller's motion for the Approval and Vesting Order and such Assumed Contract is one that is capable of being assigned pursuant to section 11.3 of the CCAA: (A) the Seller's rights, benefits and interests in, to and under such Assumed Contract may be assigned to the Buyer pursuant to the Approval and Vesting Order or further order made pursuant to section 11.3 of the CCAA; (B) the Seller will use commercially reasonable efforts to obtain the Approval and Vesting Order or such further order made pursuant to section 11.3 of the CCAA on such terms as are necessary to give effect to such assignment and on requisite notice to the affected contractual counterparty(ies); and (C) if such a assignment occurs, the Buyer shall accept the assignment of such Assumed Contract on the terms provided by the Approval and Vesting Order or such further order made pursuant to section 11.3 of the CCAA.

(d) Unless the Parties otherwise agree, to the extent that any Cure Cost is payable with respect to any Assumed Contract, Buyer shall: (A) where such Assumed Contract is assigned pursuant to the Approval and Vesting Order or such further order made pursuant to section 11.3 of the CCAA, pay such Cure Cost in accordance with such order; and (B) where such Assumed Contract is not assigned pursuant to the Approval and Vesting Order or such further order made pursuant to section 11.3 of the CCAA, pay such Cure Cost in the manner set out in the contract in question or the consent of the applicable counterparty, or as otherwise may be agreed to by the Buyer and such counterparty.

(e) No earlier than seven (7) Business Days before and no later than two (2) Business Days before the Closing Date (or such other date as the Parties may agree to in writing), the Seller shall use its commercially reasonable efforts to deliver to the Buyer a schedule (the "**Cure Costs Schedule**") that contains a true and complete list of each Assumed Contract, the Seller's good faith estimate of the Cure Cost payable with respect to such Assumed Contract, a brief description of such Assumed Contract, and the name of the counterparty(ies) to the Assumed Contract.

2.6 Changes to Purchased Assets and Assumed Liabilities

The Parties agree that, notwithstanding any other provision of this Agreement:

(a) the Buyer shall retain the right for a period of thirty (30) days following the execution of this Agreement to revise the scope of the Purchased Assets and the Excluded Assets: (i) in its sole and absolute discretion, so as to: (A) remove any asset from the list of Purchased Assets (including in respect of the Sobeys Contract and the AMEX Contract); (B) add any asset to the list of Excluded Assets; or (C) add or remove any Contract to or from the Assumed Contracts and Excluded

Contracts lists, respectively; and (ii) with the Seller's consent, not to be unreasonably withheld, conditioned or delayed, so as to: (A) add any asset to the list of Purchased Assets; or (B) remove any asset from the list of Excluded Assets; provided, however, that none of the foregoing actions shall result in a decrease to the Cash Purchase Amount;

(b) the Buyer shall retain the right for a period of thirty (30) days following the execution of this Agreement to add to the scope of the Excluded Liabilities and, with the Seller's consent, not to be unreasonably withheld, conditioned or delayed, to add to the scope of the Excluded Liabilities and, revise the scope of the Assumed Liabilities; provided, however, that any such further revisions shall not result in a decrease to the Cash Purchase Amount; and

(c) notwithstanding any of the foregoing, the Buyer shall not be permitted to move any Excluded Asset to the list of Purchased Assets or move any Assumed Liability to the list of Excluded Liabilities.

2.7 Purchase and Sale of Travel Services Shares

On the terms of this Agreement, the Seller agrees that it will, as of the Closing Time, sell, assign, convey and transfer, and the Buyer agrees that it will, as of the Closing Time, purchase and accept the assignment, conveyance and transfer of all right, title, and interest of the Seller in and to all Travel Services Shares, free and clear of any Encumbrances. Each of the Seller and the Buyer acknowledges and agrees that the Parties intend that the purchase and sale of the Travel Services Shares occur as of the Closing Time.

2.8 Purchase and Sale of Purchased Assets

On the terms of this Agreement, the Seller agrees that it will, as of five (5) minutes following completion of the transaction described in Section 2.7, sell, assign, convey and transfer, and the Buyer agrees that it will, as of five (5) minutes following completion of the transaction described in Section 2.7, purchase and accept the assignment, conveyance and transfer of all right, title, and interest of the Seller in and to the Purchased Assets (excluding, for greater certainty, the Travel Services Shares purchased pursuant to Section 2.7).

ARTICLE 3
PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The purchase price payable by the Buyer to the Seller for the Purchased Assets (the "**Purchase Price**") shall be:

(a) $160,000,000; *less*

(i) the amount of the Final Reserve Deficiency, if any; *less*

(ii) the Final Trade Creditor Amount; *less*

(iii) the Final Cure Cap Adjustment,

(collectively, the foregoing (i) to (iii), the "**Final Cash Purchase Amount**"); *plus*

(b) the amount of the Assumed Liabilities as of the Closing Time.

3.2 Delivery of Estimate

Each of the Parties acknowledges that it is not possible to determine the Cash Purchase Amount until the same is finally determined in accordance with Section 3.4. Accordingly, not later than two (2) Business Days prior to the Closing Date, the Seller shall deliver to the Buyer a certificate detailing the Seller's good faith estimate of (including reasonably detailed calculations of the components thereof and such information as reasonably requested by the Buyer as may be necessary to support such calculations) (the "**Estimate**"): (i) the Value of the Reserve Fund (the "**Estimated Value of the Reserve Fund**"), the Required Reserve Amount (the "**Estimated Required Reserve Amount**") and the resulting Estimated Reserve Deficiency, in each case calculated for the most recent month ended prior to the Closing Date, on the basis of the principles and methodology used by the Seller to prepare the Trust Certificate, and only to the extent, in the case of the Estimated Reserve Deficiency, that such deficiency has not been remedied by the Seller prior to the Closing Time; (ii) the Trade Creditor Amount as of the Closing Date (the "**Estimated Trade Creditor Amount**"); (iii) the Cure Cap Adjustment as of the Closing Date (the "**Estimated Cure Cap Adjustment**"); and on the basis of the foregoing estimates, (v) the Estimated Cash Purchase Amount. The Estimate shall be prepared on a basis consistent with the preparation of the most recent Financial Statements, the relevant Trust Certificate and the cash flow statement attached hereto as Schedule H, as applicable. Prior to the Closing, the Seller shall afford the Buyer the opportunity to review and comment on the Estimate, and the Seller shall consider in good faith any comments from the Buyer thereon; provided that, for greater certainty, in the event of any disagreement between the Buyer and the Seller, the Estimate delivered by the Seller shall be used for purposes of the Closing.

3.3 Payment of Purchase Price at Closing

The Buyer shall satisfy the Estimated Purchase Price at the Closing Time: (i) as to the amount of the Assumed Liabilities by assuming such Assumed Liabilities and (ii) as to the Estimated Cash Purchase Amount:

(a) by depositing $10,000,000 (the "**Adjustment Escrow Amount**") in immediately available funds into an escrow account maintained by the Monitor pursuant to the Escrow Agreement as security for any Settlement Payment; and

(b) by delivering, by way of wire transfer of immediately available funds to an account designated in writing by the Seller to the Buyer, the balance of the Estimated Cash Purchase Amount after deducting the payment of the Adjustment Escrow Amount in accordance with Section 3.3(a) above.

The Buyer shall pay any applicable Transfer Taxes in addition to the Estimated Purchase Price in accordance with Section 8.9(c).

The amounts held by the Monitor pursuant to this Section 3.3 shall be invested and distributed as provided in the Escrow Agreement and this Agreement.

3.4 Closing Statement

(a) Delivery of Draft Closing Statement. Not later than 90 calendar days after the Closing Date, the Buyer shall cause a draft statement to be prepared and delivered to the Seller, with a copy to the Monitor, which shall set forth in reasonable detail the Buyer's good faith calculation of:

(i) the Value of the Reserve Fund, the Required Reserve Amount and the resulting Reserve Deficiency, in each case calculated for the most recent month ended prior to the Closing Date, on the basis of the principles and methodology used by the Seller to prepare the Trust Certificate, and only to the extent, in the case of the Reserve Deficiency, that such deficiency has not been remedied by the Seller prior to the Closing Time;

(ii) the Trade Creditor Amount as of the Closing Date;

(iii) the Cure Cap Adjustment as of the Closing Date; and

(iv) the resulting Settlement Payment, based on such amounts

(the "**Draft Closing Statement**" and, as finally determined pursuant to the provisions of this Section 3.4 the "**Closing Statement**").

(b) Cooperation. Upon reasonable request: (i) the Seller shall cooperate fully with the Buyer to the extent required to prepare the Draft Closing Statement; and (ii) at any time after the delivery of the Draft Closing Statement, the Buyer shall provide to the Seller access to all work papers of the Buyer, its accounting and financial books and records and the appropriate personnel to verify the accuracy, presentation and other matters relating to the preparation of the Draft Closing Statement during normal business hours and provided that such access is not unduly disruptive to the Business.

(c) Objection Period. Within 30 calendar days following delivery of the Draft Closing Statement, the Seller shall notify the Buyer in writing, with a copy to the Monitor, if the Seller has any objections to the Draft Closing Statement (the "**Notice of Objection**"). The Notice of Objection must state in reasonable detail the basis of each objection and the approximate amounts in dispute. The Seller shall be deemed to have accepted the Draft Closing Statement to be the Closing Statement if the Seller does not deliver a Notice of Objection within such period of 30 calendar days and: (i) the Value of the Reserve Fund in the Draft Closing Statement shall be deemed to be the Final Value of the Reserve Fund; (ii) the Required Reserve Amount in the Draft Closing Statement shall be deemed to be the Final Required Reserve Amount; (iii) the Reserve Deficiency in the Draft Closing Statement shall be deemed to the Final Reserve Deficiency; (iv) the Trade Creditor Amount in the Draft Closing Statement shall be deemed to be the Final Trade Creditor Amount;

and (iv) the Cure Cap Adjustment in the Draft Closing Statement shall be deemed to be the Final Cure Cap Adjustment.

(d) Settlement of Dispute. If the Seller sends a Notice of Objection in accordance with Section 3.4(c), then the Buyer and the Seller shall work expeditiously and in good faith within a further period of 20 calendar days after the date of the delivery of the Notice of Objection in an attempt to resolve objections as to the computation of any item in the Draft Closing Statement that has been specifically identified in the Notice of Objection the Notice of Objection, failing which, the items that remain in dispute (the "**Disputed Items**") may be submitted in writing by the Seller or the Buyer for determination to the Monitor, and items for which there is not disagreement or dispute shall be deemed to be agreed to by the Buyer and the Seller. The Buyer and the Seller shall use commercially reasonable efforts to cause the Monitor to complete its work within 30 calendar days of the submission of the Disputed Items to the Monitor in writing and shall provide the Monitor with full cooperation and shall make reasonable efforts to be available when requested by the Monitor. While the Monitor is performing its engagement, the Parties shall not communicate with the Monitor on the Disputed Items, except by joint conference call, joint meeting or letter with copy simultaneously delivered to the other Party. The Monitor shall allow the Buyer and the Seller to present their respective positions regarding the Disputed Items, as applicable, and each of the Buyer and the Seller shall have the right to present additional documents, materials and other information, and make an oral presentation to the Monitor regarding the Disputed Items. The Monitor shall consider such additional documents, materials and other information and such oral presentations and the Monitor shall make its determination solely based on presentations by the Seller and the Buyer and not by independent review, provided that nothing in this sentence shall be construed so as to restrict the Monitor from consulting with counsel or such other advisors as it considers necessary or appropriate. Any such other documents, materials or other information must be copied to the Buyer and the Seller and each of the Buyer and the Seller shall be entitled to attend any such oral presentation, and to reply thereto. With respect to each Disputed Item, the Monitor shall adopt a position that is either equal to the Buyer's proposed position, equal to the Seller' proposed position, or between (but not necessarily the "midpoint" of) the positions proposed by the Seller and the Buyer. Unless arbitration is commenced in accordance with Section 3.4(e), the determination of the Monitor shall be final and binding upon the Parties and shall not be subject to appeal, absent manifest error. The Monitor shall be acting as an expert and not as an arbitrator.

(e) Arbitration. In the event that: (i) the Monitor's determination of the Settlement Payment rendered in accordance with Section 3.4(d) is greater than 10% (in either direction) of the Buyer's calculation of the Settlement Payment as set out in the Draft Closing Statement; and (ii) the Seller, the Buyer or both dispute the Monitor's position that was rendered in accordance with Section 3.4(d), the disputing Party shall send the other Party a written notice (the "**Notice of Arbitration**") within five (5) days of the Monitor's delivery of such position, following which the dispute shall be finally resolved in accordance with the following arbitration provisions:

(i) the arbitration tribunal shall consist of one arbitrator appointed by unanimous agreement of the parties to the arbitration who is qualified by education and training to pass upon the dispute, or in the event of failure to agree within ten (10) days, any of the Parties may apply to a Judge of the Ontario Superior Court of Justice to appoint an arbitrator;

(ii) the arbitrator shall be instructed that time is of the essence in proceeding with his or her determination of any Disputed Item and, in any event, the arbitration award must be rendered within thirty (30) days of the submissions of such dispute to arbitration;

(iii) the arbitration shall take place in Toronto, Ontario, and the law to be applied in connection with the arbitration shall be the laws of Ontario;

(iv) the arbitrator's decision on any Disputed Item shall be given in writing and shall be final and binding on the Parties, not subject to any appeal on a matter of law, a matter of fact or a matter of mixed fact and law;

(v) the arbitrator's decision shall deal with the question of costs of arbitration and all matters related thereto; and

(vi) any arbitration hereunder shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended, except as varied or excluded by the express provisions of this Section 3.4(e).

(f) Only Dispute Resolution. The Parties agree that the procedures set forth in this Section 3.4 for resolving disputes with respect to the Closing Statement shall be the sole and exclusive method for resolving any such disputes; provided that this provision shall not prohibit the Buyer or its Representatives from instituting litigation to enforce any final determination of the Cash Purchase Amount in accordance with this Section 3.4 or to compel any Party to submit any dispute arising in connection with this Section 3.4 pursuant to and in accordance with the terms and conditions of this Section 3.4, in any court or other tribunal of competent jurisdiction.

(g) Final Settlement.

(i) On the third Business Day following the later of: (x) the date on which the Seller and the Buyer agree to the Closing Statement (or are deemed to have agreed to the Closing Statement pursuant to Section 3.4(c)); (y) the date on which a determination in respect of a Notice of Objection is made by the Monitor pursuant to Section 3.4(d); and (iii) the date on which a determination in respect of a Notice of Arbitration is made by the arbitration pursuant to Section 3.4(e) (such date, the "**Settlement Date**"):

(A) if the Final Closing Date Amount is less than the Estimated Cash Purchase Amount, then the Seller shall pay to the Buyer an aggregate amount of cash equal to the Settlement Payment, which

shall be satisfied by the distribution to the Buyer (or as the Buyer may direct) of that portion of the Adjustment Escrow Amount equal to (i) such Settlement Payment, *plus* (ii) the portion of the Transfer Taxes paid by the Buyer pursuant to Section 3.3 applicable to such Settlement Payment. For greater certainty, the amount to be paid pursuant to this Section 3.4(g)(i)(A) shall not exceed the Adjustment Escrow Amount. Any portion of the Adjustment Escrow Amount remaining after payment of the Settlement Payment shall be distributed to the Seller; and

(B) if the Final Closing Date Amount is equal to the Estimated Cash Purchase Amount, the entire amount of the Adjustment Escrow Amount shall be distributed to the Seller; and

(C) if the Value of the Reserve Fund as of the Closing Date is greater than the Final Value of the Reserve Fund, the excess shall be removed from the Reserve Account and paid to the Seller or, as designated by the Seller, the administrative agent under the Credit Agreement.

(ii) On the Settlement Date, the Buyer and the Seller shall provide a joint notice and direction to the Monitor, pursuant to this Agreement and the Escrow Agreement, for the release of the Adjustment Escrow Amount in such amount(s) and to such Party(ies) (or as such Party(ies) may direct) who are entitled to receive such amount(s) in accordance with this Section 3.4(g).

3.5 Purchase Price Allocation

The Purchase Price shall be allocated among the Purchased Assets as agreed by the Parties prior to the Closing Date, acting reasonably. Such allocation shall be binding and the Buyer and the Seller shall report the purchase and sale of the Purchased Assets and file all filings that are necessary or desirable under the Tax Act to give effect to such allocations and shall not take any position or action inconsistent with such allocation. If the Purchase Price is adjusted pursuant to Section 3.4, the Purchase Price allocation pursuant to this Section 3.5 shall be adjusted on a *pro rata* basis.

3.6 As Is, Where Is

(a) The Purchased Assets shall be sold and delivered to the Buyer on an "as is, where is" basis. Other than those representations and warranties contained herein and any certificate or documentation delivered in connection with the Agreement, the Buyer acknowledges and agrees that: (i) no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, including with respect to the Purchased Assets; and (ii) the Monitor has not provided any representations and warranties in respect of any matter or thing whatsoever in connection with the Transaction contemplated

hereby, including with respect to the Purchased Assets. The disclaimer in this Section 3.6 is made notwithstanding the delivery or disclosure to the Buyer or its directors, officers, employees, agents or representatives of any documentation or other information (including financial projections or supplemental data not included in this Agreement). Without limiting the generality of the foregoing and unless and solely to the extent expressly set forth in this Agreement or in any documents required to be delivered pursuant to this Agreement, any and all conditions, warranties or representations, expressed or implied, pursuant to Applicable Law do not apply hereto and are hereby expressly waived by the Buyer.

(b) Without limiting the generality of the foregoing, except as may be expressly set out in this Agreement and any certificate or documentation delivered in connection with the Agreement, no representations or warranties have been given by any Party with respect to the liability any Party has with respect to Taxes in connection with entering into this Agreement, the issuance of the Approval and Vesting Order, the consummation of the Transaction or for any other reason. Each Party is to rely on its own investigations in respect of any liability for Taxes payable, collectible or required to be remitted by the Seller or any other Party on or after Closing and the quantum of such liability, if any.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES BY THE SELLER

The Seller represents and warrants to the Buyer, as of the date hereof and as of the Closing, and acknowledges that the Buyer is relying upon the following representations and warranties in connection with its purchase of the Purchased Assets the matters set out below:

4.1 Incorporation and Status

The Seller is an unlimited company duly incorporated, organized and validly existing under the laws of Nova Scotia, is in good standing under such laws and has the power and authority to enter into, deliver and, subject to the granting of the SISP Order and the Approval and Vesting Order, perform its obligations under this Agreement.

4.2 Due Authorization and Enforceability of Obligations

Subject to obtaining the SISP Order and the Approval and Vesting Order, the Seller has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of each of this Agreement, the Closing Documents and the consummation of the Transaction has been duly authorized by all necessary corporate action of the Seller. This Agreement is, and at the Closing Time the Closing Documents will be, duly executed and delivered by the Seller and constitutes valid and binding obligations of the Seller enforceable against it in accordance with its terms, as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

4.3 Title to Purchased Assets

The Seller is the legal owner of all of the Purchased Assets.

4.4 Validity of and Compliance with Reserve Agreement and Security Agreement

(a) Except for any Royal Bank of Canada standard form agreements relating to the operation of bank or securities accounts, Section 4.4 of the Disclosure Letter sets forth the particulars of the bank accounts (the "**Accounts**") in which deposits, funds and monies are held pursuant to the Reserve Agreement.

(b) The Reserve Agreement and the Security Agreement are the only agreements and arrangements governing or in respect of the Accounts. Section 4.4(b) of the Disclosure Letter sets forth any and all Encumbrances in respect of the Accounts.

(c) The Seller is in compliance with each of the terms and conditions of the Reserve Agreement and Security Agreement, in all respects, and there is currently no breach or default by the Seller of any of its obligations thereunder.

(d) The Seller has satisfied all of its obligations under the Reserve Agreement and the Security Agreement, all reserves and other accounts that the Seller is required to fund and/or maintain under or related to the Reserve Agreement and the Security Agreement, if applicable, and the Reserve Fund has been funded in amounts required by the terms of the Reserve Agreement and the Security Agreement, as applicable.

(e) The Seller, in preparing, estimating and considering any calculations in respect of or related to the Reserve Agreement used good faith efforts, methodologies consistent with past practice, relevant historical data and any other information that would reasonably be required to prepare a good faith calculation of any such amounts.

4.5 No Consents or Conflicts

Subject to the terms of the SISP Order and the Approval and Vesting Order, the execution, delivery and performance by the Seller of this Agreement, its obligations hereunder in respect of the Reserve Agreement and Security Agreement, and the other Closing Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Organizational Documents of the Seller or Travel Services; (b) conflict with or result in a violation or breach of any provision of any Applicable Law applicable to the Seller or Travel Services; or (c) except for the Consents and Approvals, require the consent, notice or other action by any person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Material Contract to which the Seller or Travel Services is a party or by which the Seller is bound or to which any of their respective assets are subject or any of the Permits and Licenses affecting

the Purchased Assets or the Business; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any assets of the Seller or Travel Services.

4.6 Dataroom Disclosures

The Seller has provided the Buyer with true and complete copies of the following materials and all such materials are true and correct in all respects:

(a) the calculations prepared by the Seller in respect of the Reserve Fund and Redemption Fees (each as defined in the Reserve Agreement) for the Corporation Certificate (as defined in the Reserve Agreement) dated December 2022 and January 2023, which calculations have been prepared in the Ordinary Course consistent with past practice;

(b) all Contracts between the Seller and a Material Customer or a Material Supplier that have not been terminated;

(c) the Reserve Agreement and the Security Agreement; and

(d) the Air Miles License Agreement.

4.7 Sufficiency of Assets

The Purchased Assets as defined as at the date hereof (and not adjusted pursuant to 2.6) (together with all Transition Services) are sufficient for the continued conduct of the Business after the Closing in all material respects and for performance of Seller's obligations under the Assumed Contracts in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Business as conducted currently and during the twelve (12) month period prior to the date of this Agreement. None of the Excluded Assets as defined as at the date hereof (and not adjusted pursuant to 2.6) are required for the operation of the Business.

4.8 Redemption Liabilities

The Seller has implemented internal controls in order to track Collectors' AMs in the Air Miles Program. The model used as part of the process to support the Ultimate Redemption Rate uses data that is sourced from the system used to track AMs. The output of such model used to support the Ultimate Redemption Rate is reviewed for reasonableness in comparison to actual observed data and other evidence related to the Air Miles Program to support the estimate. To the knowledge of the Seller, there have been no significant issues identified in the internal controls, processes and systems outlined in this Section 4.8, nor in the calculations used to determine the Ultimate Redemption Rate.

4.9 Approvals and Consents

Except for the SISP Order, the Approval and Vesting Order, the Competition Act Approval, the Travels Services Approvals and the Consents and Approvals, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority is required in

connection with the execution, delivery or performance of this Agreement by the Sellers and each of the Closing Documents to be executed and delivered by the Seller hereunder or the purchase of any of the Purchased Assets hereunder.

4.10 Financial Statements

The Financial Statements present fairly, in all material respects, the financial position of the Seller and Travel Services as of the dates and throughout the periods indicated, and the results of the operations and cash flows for the periods therein indicated. The Financial Statements are based on the Books and Records of the Seller and Travel Services and have been prepared in accordance with **U.S.** GAAP applied on a basis consistent with the preceding period.

4.11 Liabilities and Guarantees

Except as set out in Section 4.11 of the Disclosure Letter, the Seller does not have any outstanding liabilities, contingent or otherwise, and are not bound by any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any Person, other than, in each case, those set out in the Financial Statements and those incurred in the Ordinary Course of the Business since the Financial Statements Date.

4.12 Absence of Unusual Transactions and Events

(a) Since the Financial Statements Date, except in respect of the CCAA Proceedings, there has not been any effect, event, change, occurrence, state of facts, development or circumstance that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect or any event that would or could reasonably be expected to materially impair or delay the ability of the Seller to consummate the Transaction or otherwise perform its obligations under the Closing Documents.

(b) The Seller and Travel Services have not, since the Financial Statements Date, except in respect of the CCAA Proceedings and as otherwise set forth in Section 4.12(b) of the Disclosure Letter, conducted the Business or entered into any Contract or transaction other than in the Ordinary Course, and, without limiting the generality of the foregoing, have not since such date taken any action as set out below:

(i) sold, licensed or otherwise disposed of any of the assets of the kind comprising Purchased Assets or cancelled any Claims comprising part of the Purchased Assets except in the Ordinary Course;

(ii) imposed any Encumbrance upon any of the Purchased Assets, except for Permitted Encumbrances;

(iii) accelerated, terminated, materially amended or cancelled any Assumed Contracts or Permits and Licenses, except in the Ordinary Course;

(iv) made any material change in the manner of its billings, or the credit terms made available by them, to any of their customers;

(v) paid, declared or agreed to pay any dividends or similar distributions to any shareholders;

(vi) other than the LVI Promissory Note and the Intercompany DIP, made, or received any loans to, any affiliate, or otherwise entered into a transaction with any affiliate outside of the Ordinary Course;

(vii) taken any action following such date that would be prohibited by Section 8.2 or 8.3, as applicable, if such action were taken after the date of this Agreement;

(viii) given any promotions, made any increase in the compensation or other benefits payable or to become payable to the employees, contractors and consultants of the Seller, other than pursuant to existing written agreements, including Collective Agreements, disclosed to the Buyer to the extent required under Section 4.18, Key Employee Retention Agreements or in the Ordinary Course; or

(ix) authorized or agreed or otherwise become committed to do any of the foregoing.

4.13 Non-Arm's Length Transactions

There are no outstanding accounts receivable due to Seller from any affiliate, officer, director, employee or any other Person with whom the Seller is not dealing at arm's length (within the meaning of the Tax Act), except for the LVI Promissory Note and the Intercompany DIP.

4.14 Material Contracts

(a) Section 4.14 of the Disclosure Letter sets out a true and complete list of all Material Contracts of the Seller and Travel Services; provided that, as of the date hereof, such Section 4.14 of the Disclosure Letter may not list all such Material Contracts but the Seller shall, in accordance with Section 8.1 hereof provide the Buyer with an updated Section 4.14 of the Disclosure Letter.

(b) Each Material Contract: (i) is a valid and binding agreement of the Seller or Travel Services, as applicable, and, to the knowledge of the Seller, the other parties thereto; and (ii) is in full force and effect and is enforceable in accordance with its terms, except to the extent any Material Contract terminates in accordance with its terms after the date of this Agreement and prior to the Closing (subject to Applicable Laws relating to Insolvency Proceedings).

(c) The Seller and, to the knowledge of the Seller, each of the other parties thereto, except as a result of the CCAA Proceedings and the Chapter 11 Cases are not in breach of, default or violation under, any of such Material Contracts and no event

has occurred other than events in respect of the CCAA Proceedings and the Chapter 11 Cases that with notice or lapse of time, or both, would constitute such a breach, default or violation.

(d) Except as set out in Section 4.14 of the Disclosure Letter, the Seller has not received any written notice of any termination, default or event that with notice or lapse of time, or both, would constitute a default by the Seller under any Material Contract.

4.15 Material Customers and Suppliers

(a) Section 4.15(a) of the Disclosure Letter sets forth: (i) the Seller's top ten customers based on an aggregate consideration paid to the Seller and Travel Services for goods or services rendered in the two most recent financial years (collectively, the "**Material Customers**"); and (ii) the amount of consideration paid by each Material Customer during such periods. Other than as set out in Section 4.15(a) of the Disclosure Letter, neither the Seller nor Travel Services has received any notice, nor do they have reason to believe, that any of their Material Customers has ceased, or intends to cease after the Closing, to use their goods or services or to otherwise terminate or materially reduce its relationship with the Seller or Travel Services.

(b) Section 4.15(b) of the Disclosure Letter sets forth: (i) the Seller's top ten suppliers based on consideration paid by the Seller and Travel Services for goods or services rendered in the two most recent financial years (collectively, the "**Material Suppliers**"); and (ii) the amount of purchases from each Material Supplier during such periods. Other than as set out in Section 4.15(b) of the Disclosure Letter, neither the Seller nor Travel Services has received any notice, nor do they have reason to believe, that any of their Material Suppliers has ceased, or intends to cease, to supply goods or services to the Seller or Travel Services or to otherwise terminate or materially reduce its relationship with the Seller or Travel Services.

4.16 Insurance

Section 4.16 of the Disclosure Letter sets forth a true and complete list of all current policies, binders or Contracts of fire, liability, product liability, umbrella liability, real and personal property, workplace safety and insurance, workers' compensation, vehicle, directors' and officers' liability, fiduciary liability and other casualty and property insurance maintained by the Seller and Travel Services that relate to the Purchased Assets, Assumed Liabilities, Business, operations and employees of the Seller or Travel Services (collectively, the "**Insurance Policies**"). The Insurance Policies are in full force and effect.

4.17 Permits and Licenses

Section 4.17 of the Disclosure Letter sets out a correct and complete list of all Material Permits and Licenses. The Material Permits and Licenses include all the Permits and Licenses that the Seller holds, or are required to hold, in connection with their ownership of the Purchased Assets or the operation of the Business as presently conducted. The Material Permits and Licenses are in full force and effect; the Seller is in material compliance with all the terms and conditions relating to the Material Permits and Licenses; and there are no proceedings in progress, pending or, to the

knowledge of the Seller, threatened that may result in revocation, cancellation, suspension, rescission or any material adverse modification of any of the Material Permits and Licenses.

4.18 Employment Matters

(a) Neither the Seller nor Travel Services is a party to or bound by any collective bargaining agreements together with any related letters of understanding, letters of intent or other written agreements with any trade union, council of trade unions, employee bargaining agent or affiliated bargaining agent (collectively, the "**Collective Agreements**"). At the date hereof, the Seller has not conducted negotiations with respect to any future Collective Agreement. To the knowledge of the Seller, there are no current or threatened attempts to organize or establish any trade union or employee association with respect to the employees of the Seller.

(b) None of the Employee Plans or Employee Plans (Travel Services) provide benefits beyond retirement or other termination of service to current or former directors, officers, employees, contractors or consultants or to the beneficiaries or dependents of such directors, officers, employees, contractors or consultants.

(c) To the knowledge of the Seller, the Seller is in compliance with all Applicable Laws relating to employees, including with respect to Taxes, except where non-compliance would not reasonably be expected to be material to the Business.

(d) No Employee Plans or Employee Plans (Travel Services) contain a "defined benefit provision" as that term is defined in section 147.1(1) of the Tax Act.

(e) There is no material work stoppage or, to the knowledge of the Seller, threatened against the Seller.

(f) Except as set out in Section 4.18 of the Disclosure Letter and except for grievances or notices of potential Claims arising in the Ordinary Course of the Business and in any event that would not reasonably be expected to be material to the Business, there is no Claim or Legal Proceedings pending or, to the knowledge of the Seller, threatened involving any employee of the Seller or benefits pending or, to the knowledge of the Seller, any Employee Plan or its assets.

4.19 Intellectual Property

Section 2.1(j) of the Disclosure Letter sets forth a complete and accurate listing of all applications and registrations of Intellectual Property owned or held by the Seller and Travel Services (the "**Seller Registered IP**"). Immediately prior to the Closing, either the Seller or Travel Services shall be the owner of record for each item of Seller Registered IP. Except as set out in Section 4.19 of the Disclosure Letter:

(a) the Seller or Travel Services owns all right, title and interest in and to, or has the valid right to use all the Licensed Air Miles IP and all other Intellectual Property that is material to the conduct of the Business, as currently conducted, including for certainty all Intellectual Property relating to the Air Miles Program;

(b) no affiliate of Seller (other than Travel Services) owns or hold any: (i) Intellectual Property relating to the Air Miles Program; or (ii) other intellectual property used in the conduct of the Business, other than such items to be provided to Buyer under the Transition Services Agreement;

(c) to the knowledge of the Seller, the conduct of the Business does not infringe, misappropriate, violate or otherwise conflict with or harm the intellectual property rights of any other Person and no actions or proceedings have been instituted or are pending or threatened in respect thereof. No Claim has been received by the Seller or Travel Services alleging any such infringement, misappropriation, violation, conflict or harm of any intellectual property rights of any other Persons; and

(d) to the knowledge of the Seller, no other Person has infringed, misappropriated, violated or otherwise conflicted with or harmed the Intellectual Property.

4.20 Computer Systems and Software

(a) The computer systems and software of and used by the Seller and Travel Services or made available to the Seller or Travel Services by means of cloud computing, including servers, personal computers and special purpose systems, websites, databases, telecommunications equipment and facilities and other information technology systems are, in each case included in the Purchased Assets (together, the "**Business IT Systems**") and are operational in all material resects and are together adequate for the current needs of the Seller and Travel Services in the conduct of the Business. The Purchased Assets include, or the Assumed Contracts include the right to access at no cost at all times, all documentation required for the operation of the Business IT Systems, including the Air Miles Program's web platform and mobile software platform. The Seller has obtained and has held at all times all necessary rights, licenses and permissions from third parties to use the Business IT Systems and any other computer systems and software used by the Seller for purposes of operation of the Business.

(b) No affiliate of the Seller (other than Travel Services) owns, hold or control any Business IT Systems, other than such items to be provided to the Buyer under the Transition Services Agreement. The Business IT Systems to be provided under the Transition Services Agreement are neither required for the operation of the Air Miles Program nor (except as set out in Section 4.20 of the Disclosure Letter) material to the operation of the Business.

(c) The Collector Data on Business IT Systems represents all of the Collector Data with respect to each member of the Air Miles Program. The Collector Data accurately reflects in all respects the status of the Collector Accounts. All disputes raised by Collectors of the Air Miles Program in respect of the Collector Accounts are accurately reflected in the Collector Data, and recorded in the Seller's computer systems in the Ordinary Course of the Business.

(d) The Seller and Travel Services have implemented policies and procedures that are necessary to comply with, and have fully complied in all material respects with, the requirements of all Applicable Laws and Data Security Requirements concerning: (i) the safeguarding of Collector Data; (ii) the acquisition, operation and use of all computer systems, including concerning the outsourcing of business activities, functions and services to third parties; and (iii) the identification and reporting of technology and cybersecurity incidents. Such policies and procedures include: technical, administrative, organizational and physical safeguards, controls and measures in place to protect the computer systems against unauthorized access or use and to safeguard the security, confidentiality, and integrity of data; and incident response procedures.

(e) There are no restrictions in any Contract that would limit or restrict the Buyer's ability to use Collector Data in accordance with the Seller's or Travel Services' respective privacy policies and procedures, or otherwise to conduct the Business in substantially the same manner as conducted prior to the Closing.

(f) The Seller and Travel Services have conducted security assessments and tests of the computer systems for vulnerabilities and security threats on no less than an annual basis and to the extent that any vulnerabilities have been detected, all such vulnerabilities have been addressed.

(g) The Seller and Travel Services have implemented appropriate tools and procedures consistent with industry practice to protect the computer systems from any virus, trojan horse, worm, or other software routines or hardware components designed to permit unauthorized access, to disable, erase, distort, modify, replicate or otherwise harm software, hardware, or data.

(h) The Seller and Travel Services have implemented back-up systems and disaster recovery and business continuity plans to provide for the business continuity of the Business in material respects.

(i) Except as set out in Section 4.20 of the Disclosure Letter, neither the Seller nor Travel Services have experienced any material technology or cybersecurity incidents.

4.21 Real Property

(a) Owned Real Property:

(i) Neither the Seller nor Travel Services own any legal and/or beneficial interest in Real Property.

(ii) Neither the Seller nor Travel Services have agreed to acquire or are subject to any agreement or option to own, legally and/or beneficially, any Real Property or any interest in any Real Property, other than the Real Property Lease.

(b) Leased Real Property:

(i) The Seller or Travel Services, as applicable, has a good and valid leasehold interest in all Leased Real Property set forth on Section 4.21 of the Disclosure Letter, free and clear of all Encumbrances other than Permitted Encumbrances and enjoy peaceful and undisturbed possession of such Leased Real Property.

(ii) The Real Property Lease as set forth on Section 4.21 of the Disclosure Letter is in full force and effect, binding and enforceable on the Seller in accordance with its respective terms.

(iii) All rent that is due by the lessee under each Real Property Lease has been paid and except for any default under the Real Property Lease in connection with the CCAA Proceedings, there are no outstanding defaults or breaches under the Real Property Lease on the part of the Seller. Furthermore, except for the CCAA Proceedings, no event has occurred, or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a default or breach. Seller has not received any written notice from any lessor or sublessor of such Leased Real Property of, nor does there exist any default, event or circumstance that, with notice or lapse of time, or both, would constitute a default by the party that is the lessee or lessor of such Leased Real Property.

(iv) As of the date of this Agreement, no written notice has been received by the Seller from any Governmental Authority advising of any defects in the construction of the buildings located on the Leased Real Property or any installations therein, or related to any work order, deficiency notice or non-compliance with any building restrictions, zoning by-laws, fire codes or other regulations or agreements with governmental or quasi-governmental authorities, in each case in respect of the Leased Real Property, which has not been addressed or remedied.

(v) To the Seller's knowledge, the Leased Real Property is in working order and repair for the operation of the Business as currently conducted. To the Seller's knowledge, all buildings, structures, fixtures and other improvements, situated on the Leased Real Property are supplied with utilities and other services necessary for the operations of the Business presently conducted on such Leased Real Property.

(vi) To the Seller's knowledge, the Seller has in full force and effect all Permits and Licenses required in connection with the use of the Leased Real Property, and the use and occupancy by the Seller of the Leased Real Property is not in breach, violation or non-compliance of or with any applicable Laws in any material respect.

(vii) To the Seller's knowledge, no part of the Leased Real Property has been taken, condemned or expropriated by any Governmental Authority and the Seller has not received any written notice of the commencement of, or any intention or proposal to commence, any proceeding in respect thereof.

(viii) There are no Contracts to which the Seller is a party granting to any third party any sublease, license or other right to use, occupy, possess or otherwise encumber any portion of the Leased Real Property.

(ix) To the Seller's knowledge, there are no amounts or concentrations of any hazardous materials at, on, above, in or under any of the property subject to the Real Property Lease, other than in accordance with Environmental Law.

4.22 No Subsidiaries

Except for the Seller's ownership of the Travel Services Shares, the Seller does not have any subsidiaries, and Travel Services does not have any subsidiaries.

4.23 Compliance with Laws

(a) The Seller and Travel Services are conducting and have at all times during the past five (5) years conducted the Business in compliance in all material respects with all Applicable Laws.

(b) Travel Services is conducting and has at all times during the past five (5) years conducted the Business in compliance in all material respects with all applicable industry codes and guidelines (whether or not having the force of law) that relate to insurance or to the marketing, advertising, sale or administration of insurance policies.

(c) The Seller and Travel Services have: (i) implemented reasonable policies, security measures and training to comply with Data Security Requirements and CASL and to protect Personal Information in their possession, custody or control against Data Breaches; and (ii) have maintained records to demonstrate their compliance with Data Security Requirements and CASL.

(d) Except as set out in Section 4.23 of the Disclosure Letter, neither the Seller nor Travel Services, during the past five (5) years, has experienced any Data Breach and, to the knowledge of the Seller, no service provider to the Seller or Travel Services has reported any Data Breach involving Personal Information under the control of the Seller or Travel Services.

4.24 Anti-Money Laundering; Sanctions; Anti-Corruption

Except as set out in Section 4.24 of the Disclosure Letter, none of the Seller, Travel Services or any of their respective Representatives:

(a) has violated, and the Seller's execution and delivery of and performance of its obligations under this Agreement will not violate, any AML Laws;

(b) has, in the course of its actions for, or on behalf of, the Seller and/or Travel Services, as applicable: (i) knowingly used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) offered, provided, paid or received any bribe or otherwise unlawfully offered, provided paid or received, directly or indirectly, anything of value to or from any foreign or domestic government employee or official or any other Person; (iii) violated or taken any act that would violate any applicable provision of the *Criminal Code* (Canada), the *Corruption of Foreign Public Officials Act* (Canada), the *Foreign Corrupt Practices Act of 1977* (United States), and the *Bribery Act* (UK) or other similar laws of other jurisdictions to the extent such laws are applicable to the Seller or Travel Services (collectively, "**ABAC Laws**"); (iv) violated or taken any act that would violate the *Special Economic Measures Act* (Canada) ("**SEMA**") or other similar laws of other jurisdictions to the extent such laws are applicable to the Seller or Travel Services; or (v) violated or taken any act that would violate the *Freezing Assets of Corrupt Foreign Public Officials Act* (Canada) ("**FACFOA**") or other similar laws of other jurisdictions to the extent such laws are applicable to the Seller or Travel Services, in each case to which the Seller and/or Travel Services are subject;

(c) has been, in the course of its actions for, or on behalf of, the Seller and/or Travel Services, as applicable: (i) convicted of a violation of applicable anti-corruption, bribery or fraud laws or regulations including the ABAC Laws; or (ii) the subject of an investigation by a Governmental Authority for a violation of ABAC Laws;

(d) has, directly or indirectly, taken any action in violation of any export restrictions, anti-boycott regulations, embargo regulations or other similar Applicable Laws;

(e) is a "specially designated national" or "blocked person" under United States sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury ("**OFAC**"), a Person identified under SEMA, FACFOA, the *United Nations Act* (Canada) or otherwise a target of economic sanctions under other similar Applicable Laws; or

(f) has engaged in any business with any Person with whom, or in any country in which it is prohibited for a Person to engage under SEMA, FACFOA, the *United Nations Act* (Canada) or any other Applicable Laws.

The representations and warranties given in this Section 4.24 shall not be made by nor apply to the Seller and/or Travel Services in so far as such representation or warranty would result in a violation of or conflict with the *Foreign Extraterritorial Measures Act* (Canada) or any other Applicable Law in effect in Canada from time to time.

4.25 Litigation and Other Proceedings

Except as set out in Section 4.25 of the Disclosure Letter, there is no court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal); arbitration or other dispute settlement procedure; investigation or inquiry by any Governmental Authority; or any similar matter or proceeding (collectively, "**Legal Proceedings**") against Travel Services or against the Seller in respect of the Business, the Purchased Assets, or any Employee Plan (whether in progress, pending or, to the knowledge of the Seller, threatened) that seeks non-monetary relief or damages in excess of $25,000 and, except as set out in Section 4.25 of the Disclosure Letter, there is no material judgment, decree, injunction, rule, award or order of any Governmental Authority outstanding against Travel Services or the Seller in respect of the Purchased Assets or the Business.

4.26 Books and Records

Financial transactions of Travel Services, or the Seller relating to the Business, as applicable have been accurately recorded in such Books and Records in all material respects.

4.27 Residence of the Seller

The Seller is not a non-resident of Canada and is not a partnership for the purposes of the Tax Act.

4.28 HST and QST Registration

The Seller and Travel Services are registered for purposes of the *Excise Tax Act* (Canada) and, if applicable, *an Act respecting Québec sales tax* (Québec), and their HST and, if applicable, QST registration numbers are set out in Section 4.28 the Disclosure Letter.

4.29 Tax Matters Relating to Seller

Except, in each case, as set out in Section 4.29 of the Disclosure Letter:

(a) there are no Encumbrances for Taxes upon any of the Purchased Assets nor, to the Seller's knowledge, is any Governmental Authority in the process of imposing any Encumbrance for Taxes on any of the Purchased Assets;

(b) there are no unpaid Taxes which, to the Seller's knowledge, are capable of forming or resulting in a lien on the Purchased Assets or becoming a liability or obligation of the Buyer; and

(c) there are no inquiries, investigations, disputes, audits, actions, objections, appeals, suits or other proceedings or claims in progress, or, to the Seller's knowledge, pending or threatened by or against the Seller by any Governmental Authority with respect of any Taxes in respect of the Seller that can result in a lien on the Purchased Assets. The Seller has withheld, collected and remitted to the proper Governmental Authority all amounts required to have been withheld, collected and remitted by it in respect of Taxes, on a timely basis and in respect of such amounts withheld that

are not yet required to be remitted, has properly set aside such amounts for such purpose.

4.30 U.S. Presence

The Business does not have any operations, offices or other physical locations in the United States, and no employees of the Business reside or are located in the United States.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES BY THE BUYER

The Buyer represents and warrants to the Seller as follows, and acknowledges that the Seller is relying upon the following representations and warranties in connection with their sale of the Purchased Assets:

5.1 Incorporation and Status

The Buyer is a legal person duly incorporated, organized and validly existing under the laws of Canada, is in good standing under such laws and has the power and authority to enter into, deliver and perform its obligations under this Agreement.

5.2 Due Authorization and Enforceability of Obligations

Subject to obtaining the SISP Order and the Approval and Vesting Order, the Buyer has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of each of this Agreement, the Closing Documents and the consummation of the Transaction has been duly authorized by all necessary corporate action of the Buyer. This Agreement has been, and at the Closing Time the Closing Documents will be (subject to the Transaction being the "Successful Bid" pursuant to the SISP), duly executed and delivered by the Buyer and constitutes a valid and binding obligation of the Buyer enforceable against it in accordance with its terms, as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

5.3 No Conflicts

The execution, delivery and performance by the Buyer of this Agreement and any other Closing Document to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the Organizational Documents of Buyer; or (b) conflict with or result in a violation or breach of any provision of any Applicable Law applicable to the Buyer.

5.4 Approvals and Consents

Except for: (a) approval of the Court through the SISP Order and the Approval and Vesting Order; and (b) the Competition Act Approval, no authorization, consent or approval of, or filing with or notice to, any Governmental Authority, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer and each of the

agreements to be executed and delivered by the Buyer hereunder or the purchase of any of the Purchased Assets hereunder.

5.5 Residence of the Buyer

The Buyer is not a non-resident of Canada and is not a partnership for the purposes of the Tax Act.

5.6 HST and QST Registration

The Buyer, or its assignee(s) acquiring the Purchased Assets, is, or at the Closing Time will be, registered for purposes of the *Excise Tax Act* (Canada) and, if applicable, *an Act respecting Québec sales tax* (Québec), and will provide its registration numbers to the Seller.

5.7 Brokers

No broker, finder or investment banker is entitled to any brokerage commission, finder's fee or other similar payment in connection with the Transaction based upon arrangement made by or on behalf of the Buyer.

5.8 Sufficiency of Funds

The Buyer has, or will have at the Closing, sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the Transaction.

5.9 Investment Canada Act

The Buyer is not a "non-Canadian" within the meaning of the Investment Canada Act.

ARTICLE 6
ADDITIONAL REPRESENTATIONS AND WARRANTIES SPECIFIC TO TRAVEL SERVICES

The Seller represents and warrants to the Buyer and acknowledges that the Buyer is relying upon the following representations and warranties in connection with its purchase of the Travel Services Shares the matters set out below:

6.1 Incorporation and Status

Travel Services is an unlimited company duly organized and validly existing under the laws of Nova Scotia and in good standing under such laws.

6.2 Capitalization

(a) Section 6.2 of the Disclosure Letter contains a complete and accurate list showing, as of the date of this Agreement, Travel Services' authorized and issued and outstanding share capital, securities or other ownership interests (together with the holders thereof).

(b) As of the Closing, the Travel Services Shares: (i) represent all of the issued and outstanding share capital, securities and other ownership interests in the capital of Travel Services; (ii) are duly authorized and validly issued and are fully paid and non-assessable; (iii) are owned directly by the Seller, free and clear of all Encumbrances and Seller is the record owner of and beneficially owns the Travel Services Shares; and (iv) are not issued in violation of any pre-emptive or similar rights.

(c) The Travel Services Shares have been issued in compliance with all Applicable Laws.

(d) Travel Services does not own, or have any interest in, any shares or have securities, or another ownership interest, in any other Person.

(e) Other than as set forth in Section 6.2 the Disclosure Letter, there is no:

(i) outstanding security held by any Person that is convertible into, or exchange-able or exercisable for, shares, securities or rights in the capital of Travel Services;

(ii) subscription, option, warrant, convertible security, plan, Contract, right or commitment of any nature whatsoever (pre-emptive, contingent or other-wise), written or oral, requiring or that may require, whether or not subject to conditions, Travel Services to issue, sell, redeem, purchase or transfer any of its securities (including shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to sub-scribe for or acquire, any of its securities;

(iii) agreement, commitment or understanding of any nature whatsoever, written or oral (other than this Agreement) that grants to any Person the right to purchase or otherwise acquire or have a Claim against issued and outstanding securities (including shares) of Travel Services;

(iv) shareholders' agreement, partnership agreement, voting trust, voting agreement, pooling agreement, proxy or similar arrangement with respect to any shares, securities or other ownership interests of Travel Services; or

(v) partnership, trust, joint venture, association or similar jointly owned business undertaking of whatsoever nature involving Travel Services.

6.3 Liabilities and Guarantees

Except as set out in Section 6.3 of the Disclosure Letter, Travel Services does not have any indebtedness for borrowed money and is not bound by any guarantee or support agreement with respect to indebtedness for borrowed money of any Person other than those incurred in the Ordinary Course.

6.4 Non-Arm's Length Transactions

(a) Travel Services has not made any payment or loan to, or borrowed any monies from or is otherwise indebted to, any affiliate, officer, director, employee or any other Person with whom Travel Services is not dealing at arm's length (within the meaning of the Tax Act), except compensation paid in the Ordinary Course.

(b) Except for Contracts of employment entered into in the Ordinary Course and Key Employee Retention Agreements, Travel Services is not a party to any Contract with any affiliate, officer, director, employee or any other Person with whom Travel Services is not dealing at arm's length (within the meaning of the Tax Act).

(c) There are no outstanding notes payable to, accounts receivable from or advances by Travel Services with respect to its business relating to any affiliate, officer, director, employee or any other Person with whom Travel Services is not dealing at arm's length (within the meaning of the Tax Act).

6.5 Employment Matters

No employees are employed by Travel Services and there are no Employee Plans (Travel Services).

6.6 Authorizations and Conduct of the Business

(a) Section 6.6 of the Disclosure Letter sets forth a list of all Agency Licenses issued to Travel Services and Individual Travel Agent Licenses issued to the Individual Travel Agents, and such Agency Licenses and Individual Travel Agent Licenses are the only Permits and Licenses necessary for Travel Services to conduct its business as presently conducted. The Business is being conducted in compliance with all such Agency Licenses and Individual Travel Agent Licenses in all material respects. All such Agency Licenses and Individual Travel Agent License are valid and in full force and effect. Travel Services has not received written notice of any Claim that could reasonably be expected to result in the termination, revocation, suspension or restriction of any Agency License or Individual Travel Agent License or the imposition of any material fine, penalty or other sanctions for violation of any requirements or conditions relating to any such Agency License or Individual Travel Agent License or for contravention of Applicable Laws.

(b) Since January 1, 2018 there has not been any examination, investigation, review or inquiry, or similar, of Travel Services issued by any Governmental Authority that identified any material deficiencies or violations, or potential deficiencies or violations, that have not been resolved, in all material respects to the satisfaction of the Governmental Authority that noted such deficiencies or violations.

(c) Since January 1, 2018, there has not been any material complaint regarding Travel Services, whether reported to Travel Services by the Person affected, a Governmental Authority or by another source.

6.7 Banking Information and Power of Attorney

Section 6.7 of the Disclosure Letter sets forth the name and location (including municipal address) of each bank, trust company or other financial institution in which Travel Services has an account, money on deposit or a safety deposit box. Section 6.7 of the Disclosure Letter sets out a true and complete list of any and all outstanding power of attorney, agency and mandate granted by Travel Services to any Person, copies of which have been provided to the Buyer prior to the date hereof.

6.8 Tax Matters Relating to Travel Services

Except, in each case, as set out in Section 6.8 of the Disclosure Letter:

(a) Travel Services has filed all Tax Returns that it was required to file by all Applicable Laws and all such Tax Returns are true, correct and prepared in compliance with all Applicable Laws. The information contained in such Tax Returns is correct and complete in all material respects;

(b) Travel Services has timely paid in full all material Taxes due and owing by it (whether or not shown on any Tax Return) and has paid all assessments and reassessments it has received in respect of Taxes. Travel Services has paid all installments on account of Taxes for its current taxation year. Travel Services has made adequate provision in its Books and Records and the Financial Statements for all Taxes for the period covered thereby.

(c) Travel Services does not have any outstanding agreements, arrangements, waivers or objections extending the statutory limitations period or providing for an extension of time with respect to the assessment or reassessment of Taxes of Travel Services or the filing of any Tax Return by, or any payment of Taxes by, Travel Services, nor is there any outstanding written request for any such agreement, waiver, objection or arrangement. Travel Services has not made any elections, designations or similar filings with respect to Taxes or entered into any agreement in respect of Taxes or Tax Returns that have an effect for any period ending after the Closing Date except as delivered to the Buyer. Travel Services has not requested, received or entered into any advance Tax rulings or advance pricing agreements from or with any Governmental Authority;

(d) Travel Services has timely withheld and timely paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any Employee, independent contractor, creditor, or other person, as required under Applicable Laws;

(e) No material deficiencies or assessments or reassessments for any Taxes have been proposed, asserted or assessed in writing by any Governmental Authority against Travel Services that are still pending, and there are no matters (including any Tax Return filed by Travel Services) under discussion, examination, audit or appeal with or by any Governmental Authority, and there are no proceedings, claims,

demands, audits, investigations, or actions now pending or threatened against Travel Services in writing in each case with respect to Taxes;

(f) There are no Encumbrances for Taxes on any assets of Travel Services;

(g) Travel Services has collected from each receipt from any of its past and present customers (or other persons paying amounts to Travel Services) the amount of all Taxes required to be collected and have paid and remitted such Taxes when due, in the form required under Applicable Laws. Without limiting the generality of the foregoing, Travel Services has charged, collected and remitted on a timely basis all Taxes as required under Applicable Law on any sale, supply or delivery whatsoever, made by it;

(h) All tax credits, refunds, rebates, overpayments and similar adjustments of Taxes claimed by each of Travel Services has been validly claimed and correctly calculated as required by Applicable Laws, and Travel Services has retained all documentation prescribed by Applicable Laws to support such claims;

(i) Travel Services has complied with all registration, reporting, payment, collection and remittance requirements in respect of HST, QST and any other sales and use Taxes and Transfer Taxes;

(j) Travel Services has not acquired property from any person in circumstances where it became liable for any Taxes of such person. Travel Services has not entered into any agreement with, or provided any undertaking to, any person pursuant to which they have assumed liability for the payment of Taxes owing by such person;

(k) Travel Services has delivered, or will deliver within ten (10) days of the date hereof, to the Buyer a true copy of all material Tax Returns filed by Travel Services for 2018-2022 and all material correspondence with any Governmental Authority relating to Taxes, including all notices of assessment or reassessment;

(l) Travel Services has maintained and continues to maintain all Books and Records required to be maintained by it under the Tax Act and all other Applicable Laws in respect of Taxes;

(m) Travel Services has not been engaged in a trade or business in any country, other than Canada, by virtue of having an office, employees, or a permanent establishment in such country. To the knowledge of the Seller, no claim has ever been made by a Governmental Authority in a jurisdiction where Travel Services does not file Tax Returns that it is or may be subject to the imposition of any Tax by, or required to file Tax Returns in, that jurisdiction;

(n) Travel Services is not required to include any item of income in, or to the knowledge of the Seller, exclude any item of deduction from, taxable income for any Post-Closing Tax Period as a result of any (i) change in accounting method for any Pre-Closing Tax Period, (ii) installment sale, open transaction or other transaction made on or prior to the Closing Date, (iii) prepaid amount received on

or prior to the Closing Date, or are otherwise required to include any item of income in, or exclude any item of deduction from, taxable income for any Post-Closing Tax Period attributable to income that accrued, or that was required to be reported for financial accounting purposes, in a prior taxable or fiscal period but that was not included in taxable income for that or another prior taxable or fiscal period, or (iv) forgiveness of any debt incurred by Travel Services prior to the Closing Time. Travel Services has not claimed any reserves for purposes of the Tax Act (or any other Applicable Law) for the most recent Tax or fiscal period ended prior to the date of this Agreement or for any Tax period ending as a result of the completion of the Transaction;

(o) To the knowledge of the Seller, there are no circumstances which exist and could result in, or have existed and resulted in, the application of any of sections 17, 79, 79.1 or 80 to 80.04, inclusive, of the Tax Act (or any similar provision under any Applicable Law in respect of Taxes) to Travel Services and, for greater certainty, the cost amount to Travel Services of each debt obligation, if any, owed to it (taking into account the assumptions in paragraphs 80.01(a) and (b) and subparagraphs 80.01(c)(i) and (ii)) is equal to the principal amount of such debt obligation plus any accrued and unpaid interest;

(p) To the knowledge of the Seller, Travel Services has not incurred any deductible outlay or expense owing to a person not dealing at arm's length for purposes of the Tax Act with it the amount of which would, assuming there is no agreement filed under paragraph 78(1)(b) of the Tax Act, be included in its income for Canadian income tax purposes, as the case may be, for any taxation year or fiscal period beginning on or after the Closing Date under paragraph 78(1)(a) of the Tax Act or any analogous provision of any comparable Law of any province or territory of Canada;

(q) The terms and conditions made or imposed in respect of every material transaction (or series of transactions) between Travel Services and any person that is not dealing at arm's length with Travel Services for purposes of the Tax Act do not differ from those that would have been made between persons dealing at arm's length for purposes of the Tax Act;

(r) Travel Services has, on a timely basis, made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) to (c) of the Tax Act as may be needed to demonstrate that the terms of any such transaction entered into at any time by Travel Services is and was on comparable terms of similar transactions by arm's length persons and has delivered copies of all such records and documents to the Buyer;

(s) To the knowledge of the Seller, Travel Services has not participated in a "reportable transaction" within the meaning of the Tax Act or a "notifiable transaction" (each as modified by or defined in (respectively) the revised legislative proposals to amend the Tax Act released by the Department of Finance (Canada) on August 9,

2022) (or any similar transaction that is reportable or notifiable under any applicable analogous provisions of Applicable Laws); and

(t) Travel Services is not a party to, bound by, and does not have any obligation under, any Tax allocation or sharing agreement or similar contract or arrangement or any agreement that obligates it to make any payment computed by reference to the Taxes, taxable income or taxable losses of any other Person. Travel Services has not acquired property from any Person in circumstances where it became liable for any Taxes of such Person. Travel Services has not entered into any agreement with, or provided any undertaking to, any Person pursuant to which it has assumed liability for or provided an indemnification for the payment of Taxes owing by such Person.

6.9 Brokers

No broker, finder or investment banker is entitled to any brokerage commission, finder's fee or other similar payment in connection with the Transaction based upon arrangement made by or on behalf of Travel Services.

ARTICLE 7
CONDITIONS

7.1 Conditions for the Benefit of the Buyer and the Seller

The respective obligations of the Buyer and of the Seller to consummate the Transaction are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions:

(a) the Initial Order shall have been obtained and shall be Final;

(b) the A&R Initial Order shall have been obtained and shall be Final;

(c) the SISP Order shall have been obtained and shall be Final;

(d) this Agreement shall be the Successful Bid (as determined pursuant to the SISP);

(e) the Approval and Vesting Order, and to the extent applicable in accordance with this Agreement, such further order pursuant to section 11.3 of the CCAA, shall have been obtained and shall be Final;

(f) the Reserve Agreement Assignment and Assumption Agreement shall have been executed and delivered by each of the Seller and the Buyer;

(g) the Competition Act Approval shall have been obtained; and

(h) no provision of any Applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the purchase of the Purchased Assets pursuant to this Agreement shall be in effect.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Buyer and Seller. None of the conditions set out in this Section 7.1 may be waived by the Buyer, the Seller or both of them, save and except that the Parties may mutually waive in writing any requirement that any of the orders referred to in this Section 7.1 shall be Final.

7.2 Conditions for the Benefit of the Buyer

The obligation of the Buyer to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

(a) the SISP shall have been conducted in accordance with its terms and the terms of the SISP Order;

(b) the Approval and Vesting Order shall have been obtained by no later than May 31, 2023, or such later date as the Buyer may agree to in writing, and shall be Final;

(c) the Fundamental Representations (Seller) shall be true and correct in all but *de minimis* respects on and as of the Closing Date with the same effect as though made at and as of such date;

(d) the representations and warranties in Section 4.5 (*No Consents or Conflicts)* and Section 4.14(c) (*Material Contracts*) shall be true and correct in all material respects on and as of the Closing Date with the same effect as through made at and as of such date;

(e) except as would not have or would not reasonably be expected to have a Material Adverse Effect, either individually or in the aggregate, all representations and warranties of the Seller set out in this Agreement, including those set forth in Article 4 and Article 6, other than the Fundamental Representations (Seller) and the representations and warranties in Section 4.5 (*No Consents or Conflicts)* and Section 4.14(c) (*Material Contracts*), shall be true and correct as of the date hereof and the Closing Date with the same force and effect as if such representations or warranties were made on and as of such date; provided, however, that: (i) if a representation and warranty is qualified by a materiality or Material Adverse Effect qualification, such qualification shall be disregarded for the purposes of this Section 7.2(e); and (ii) if a representation or warranty speaks only as of a specific date it only needs to be true and correct as of that date;

(f) the covenants contained in this Agreement to be performed by the Seller at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;

(g) from the date of this Agreement, there shall not have occurred any Material Adverse Change;

(h) the Buyer shall have received a certificate confirming the satisfaction of the conditions contained in Sections 7.2(c), 7.2(e), 7.2(f) and 7.2(g) signed for and on

behalf of the Seller without personal liability by an executive officer of the Seller or other Persons reasonably acceptable to the Buyer, in each case in form and substance reasonably satisfactory to the Buyer;

(i) the Buyer shall have received Consents and Approvals in respect of Contracts with Materials Customers, Material Suppliers (including the WestJet Contract) and any Permits and Licenses from a Governmental Authority;

(j) the Buyer shall have obtained any consents that are necessary, as determined in the Buyer's sole discretion, acting reasonably, to effect the Reserve Agreement Assignment and Assumption such that the Reserve Agreement Assignment and Assumption Agreement shall have become effective, or shall become effective contemporaneously with Closing;

(k) the Seller shall have delivered the Cure Costs Schedule to the Buyer by no later than seven (7) days prior to the Closing Date, or such other date as the Buyer may agree to in writing; and

(l) the Buyer shall have received from the Seller each of the closing deliveries listed in Section 11.2(a), together with all such other instruments of assignment or conveyance, and other documents, instruments and certificate, duly executed by the Seller as shall be reasonably requested by the Buyer, in the form and substance reasonably acceptable to the Buyer, or reasonably necessary to transfer the Purchased Assets to the Buyer free and clear of all Encumbrances (other than Permitted Encumbrances) in accordance with this Agreement.

The foregoing conditions are for the exclusive benefit of the Buyer. Any condition in this Section 7.2 may be waived by the Buyer in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Buyer only if made in writing.

7.3 Conditions for the Benefit of the Seller

The obligation of the Seller to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver where applicable, by the Seller of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Seller):

(a) the Fundamental Representations (Buyer) shall be true and correct in all but *de minimis* respects on and as of the Closing Date with the same effect as though made at and as of such date;

(b) except as would not have or would not reasonably be expected to have a Material Adverse Effect, either individually or in the aggregate, all representations and warranties of the Buyer set out in this Agreement, including those set forth in Article 5, other than the Fundamental Representations (Buyer) shall be true and correct in all material respects as of the date hereof and the Closing Date with the same force and effect as if such representations or warranties were made on and as

of such date; provided, however, that: (i) if a representation and warranty is qualified by materiality, such qualification shall be disregarded for the purposes of this Section 7.3(b); and (ii) if a representation or warranty speaks only as of a specific date it only needs to be true and correct as of that date

(c) the covenants contained in this Agreement to be performed by the Buyer at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;

(d) the Approval and Vesting Order shall have been obtained by no later than May 31, 2023, or such later date as the Seller may agree to in writing, and shall be Final;

(e) the Seller shall have received a certificate confirming the satisfaction of the conditions contained in Sections 7.3(a), 7.3(b) and 7.3(c) signed for and on behalf of the Buyer without personal liability by an executive officer of the Buyer or other persons reasonably acceptable to the Seller, in each case in form and substance reasonably satisfactory to the Seller;

(f) the Seller shall have received from the Buyer each of the closing deliveries listed in Section 11.2(b) together with all such other instruments of assignment or conveyance, and other documents, instruments and certificate, duly executed by the Buyer as shall be reasonably requested by the Seller, in the form and substance reasonably acceptable to the Seller; and

(g) all amounts due and payable by BMO under the BMO Sponsorship Agreement as of the Closing Date shall have been paid in accordance with the terms of the BMO Sponsorship Agreement.

The foregoing conditions are for the exclusive benefit of the Seller. Any condition in this Section 7.3 may be waived by the Seller in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Seller only if made in writing.

7.4 Monitor's Certificate

(a) When the conditions to Closing set out in Sections 7.1, 7.2 and 7.3 have been satisfied and/or waived by the Seller and/or the Buyer, as applicable, the Seller and the Buyer or their respective counsel will each deliver to the Monitor confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived (the "Conditions Certificates"). Upon receipt of the Conditions Certificates, the Monitor shall: (a) issue forthwith its Monitor's Certificate concurrently to the Seller and the Buyer, at which time the Closing will be deemed to have occurred; and (b) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Seller and the Buyer). In the case of (a) and (b) above, the Monitor will be relying exclusively on the basis of the Conditions Certificates without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

(b) The Parties agree and acknowledge that the Monitor shall have no liability to the Parties in connection with the Monitor's Certificate or otherwise in connection with the Transaction, including in its capacity as Escrow Agent and in performing the engagement contemplated by Section 3.4(d) hereof, and in performing such roles the Monitor shall be acting in its capacity as such and shall have all of the rights, protections, limitations on liability and benefits of the CCAA, the Initial Order, the A&R Initial Order, any other order of the Court made in the CCAA Proceedings and as an officer of the Court.

ARTICLE 8
ADDITIONAL AGREEMENTS OF THE PARTIES

8.1 Access to Information and Update of Disclosure Schedules

Until the Closing Time, the Seller shall give to the Buyer's personnel engaged in the Transaction and their Representatives during normal business hours reasonable access to its premises and to all books and records and other materials relating to the Business, the Purchased Assets and the Assumed Liabilities and to members of the Seller's senior management, shall furnish them with all such information relating to the Business, the Purchased Assets and the Assumed Liabilities as the Buyer may reasonably request in connection with the Transaction, including as the Buyer may request in order to complete additional confirmatory due diligence: (i) as may be applicable in respect of Section 2.6; and/or (ii) relating to consumer protection and similar matters, and shall coordinate reasonable access by the Buyer to the customers and suppliers of the Business. Notwithstanding anything in this Section 8.1 to the contrary, any such investigation shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the Business and shall be subject to restrictions under Applicable Law and nothing in this Section 8.1 or otherwise shall require the Seller to furnish to the Buyer any unredacted competitively sensitive material or unredacted confidential materials prepared by the Seller's financial advisors or legal advisors or any materials subject to any solicitor-client or other privilege, provided that the Seller shall use commercially reasonable efforts to coordinate with the Buyer regarding any processes or systems that can be put in place, including use of a "clean team", in order to facilitate such disclosure. In connection with any such access and examination, the Buyer and its Representatives shall cooperate with the Seller and Travel Services and their Representatives and shall use their commercially reasonable efforts to minimize any disruption to the business of the Seller and Travel Services. The Seller shall also deliver to the Buyer authorizations to Governmental Authorities necessary to permit the Buyer to obtain information in respect of the Purchased Assets from the files of such Governmental Authorities. No investigation by the Buyer or other information received by the Buyer or its representatives shall operate as a waiver or otherwise affect any representation, warranty, covenant or agreement given or made by the Seller in this Agreement or any other Closing Document. Promptly after the date hereof, the Seller shall, using good faith efforts, update Section 4.14 of the Disclosure Letter in respect of Material Contracts and provide an updated Disclosure Letter that sets out a true and complete list of all Material Contracts of the Seller and Travel Services, as of the date hereof, and no later than fourteen (14) days prior to the Closing Date, deliver such updated Disclosure Letter to the Seller. For greater certainty, the condition to closing threshold set forth in Section 7.2(e) shall apply, as set forth herein, to such updated Disclosure Letter.

8.2 Conduct of Business Until Closing Time

From the date hereof and until the Closing Time, except: (1) as expressly required by this Agreement; (2) as required by the DIP Term Sheet; (3) with the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed); (4) provided for in any of the orders made in the CCAA Proceedings; or (5) as required by Applicable Law, the Seller shall and shall cause Travel Services to:

(a) operate the Business in the Ordinary Course and not amend any material term of the Air Miles Program nor make any changes to the Air Miles Program that may be expected to have an adverse impact on retaining Collectors as members of the Air Miles Program;

(b) use commercially reasonable efforts to preserve the Business, including the services of their respective officers and employees (other than any termination of employees' employment in the Ordinary Course), and their respective business relationships and goodwill with customers, suppliers and others having business dealings with it;

(c) not: (i) materially amend any Assumed Contract, other than in the Ordinary Course; (ii) disclaim, terminate or repudiate any Assumed Contract without the Buyer's written consent, not to be unreasonably withheld; and (iii) except as permitted by the A&R Initial Order, keep all Assumed Contracts in good standing;

(d) consistent with past practice: (i) preserve the present Business operations, organizations, rights and goodwill of the Seller and Travel Services; and (ii) preserve the rights, goodwill and present relationships with customers and suppliers of the Seller and Travel Services;

(e) keep and maintain (including defending and protecting) the Seller's and Travel Services' assets and properties in good repair and normal operating condition, subject to reasonable wear and tear;

(f) maintain, and cause Travel Services to maintain, in good standing all Permits and Licenses held as of the date hereof, including the renewal of any Permits and Licenses scheduled to expire before Closing;

(g) maintain the Books and Records in accordance with past practice;

(h) not make any loans, advances or capital contributions to any Person, except as otherwise provided in this Agreement;

(i) continue to fulfil all of its obligations under the Reserve Agreement and Security Agreement;

(j) not exercise its right to remove or replace RBC under the Reserve Agreement;

(k) not withdraw any amounts or monies from the Reserve Fund including any portion or all of the Reserve Excess (as defined in the Reserve Agreement), except in the Ordinary Course in respect of Collector point redemptions;

(l) not exercise a termination right or trigger an Event of Termination (as defined in the Reserve Agreement) under the Reserve Agreement;

(m) not transfer, assign, sell, abandon, lease, sublease, fail to maintain or dispose of any of the Purchased Assets or cancel any debts or entitlements;

(n) not transfer, assign or grant any license or sublicense of any material rights under or with respect to any of the Intellectual Property or any intellectual property of Travel Services;

(o) not impose any Encumbrance upon any of the Purchased Assets (including in respect of or related to the RBC Accounts);

(p) not make or agree to make any write off or write down, or any determination to write off or write down, or revalue, any material amount of the Purchased Assets, or to change in any respect any reserves associated therewith, or to waive or release any material right or claim associated therewith;

(q) continue to fulfil all of its obligations in respect of the Air Miles Program, including all of its obligations owed to BMO under the BMO Sponsorship Agreement;

(r) not increase the compensation or benefits of any Assumed Employee or any employee, contractor or consultant of Travel Services;

(s) other than the Key Employee Retention Agreements, not: (i) grant any bonuses, whether monetary or otherwise, or increase any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, independent contractors or consultants, other than as provided for in any written agreements, required by Applicable Law or permitted by any key employee retention plan or key employee incentive plan; (ii) change the terms of employment for any employee or any termination of any employees for which the aggregate costs and expenses exceed $50,000; or (iii) accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, independent contractor or consultant;

(t) not waive or release any material Claims held by it related to the Business that are included in the Purchased Assets;

(u) not make any changes in the selling, distribution, advertising, promotion, terms of sale or collection practices of the Business, other than in the Ordinary Course;

(v) pay Taxes of the Business when due;

(w) not make or rescind any express or deemed election, information schedule, return or designation relating to Taxes, or file any amended Tax Returns; make a request for a Tax ruling or enter into a settlement agreement with any Governmental Authority with respect to Taxes; settle or compromise any claim, assessment, reassessment, liability, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; surrender any right to claim Tax abatement, reduction, deduction, exemption, credit or refund; make any changes to methods, principles, policies or practices of reporting income, deductions or accounting for Tax purposes (with respect to those employed prior to the date of this Agreement), except as required under Applicable Laws, or consent to the extension or waiver of the limitation period applicable to any Tax matter;

(x) not waive, release, permit the lapse of, relinquish or assign any rights of the Business under any Assumed Contract other than in the Ordinary Course;

(y) accelerate the delivery or sale of services or products, or offer discounts or price protection on the sale of services or products or premiums on the purchase of any materials other than in the Ordinary Course; and

(z) not agree or make a commitment, whether in writing or otherwise, to do any of the foregoing.

Nothing in this Agreement gives the Buyer the right, directly or indirectly, to control or direct the Seller's operations for purposes of any applicable antitrust laws before receipt of any applicable approvals and consummation of the Transaction.

8.3 Conduct in Respect of Travel Services Until Closing Time

Except: (1) as expressly required by this Agreement; (2) as required by the DIP Term Sheet; (3) with the prior written consent of the Buyer (not to be unreasonably withheld or delayed); (4) as provided for in any of the orders made in the CCAA Proceedings; or (5) as required by Applicable Law, from the date hereof until the Closing Time, neither the Seller nor Travel Services shall:

(a) amend Travel Services' Organizational Documents;

(b) split, consolidate or reclassify any shares in Travel Services;

(c) issue, sell or otherwise dispose of any shares in Travel Services, or grant any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any shares in Travel Services; or

(d) declare or pay any dividends or distributions on or in respect of any shares in Travel Services or redeem, retract, purchase or acquire its shares.

8.4 Misallocated Assets

(a) If after the Closing: (i) the Buyer or any of its affiliates holds, is the owner of, receives or otherwise comes to possess any Excluded Assets or Excluded Liabilities; or (ii) the Seller or any of its affiliates hold, is the owner of, receives or otherwise comes to possess any Purchased Assets or Assumed Liabilities, the Buyer or the Seller, as applicable, will: (A) promptly give written notice to the other Party; and (B) promptly transfer assign, convey and deliver (or cause to be transferred, assigned, conveyed and delivered) such assets or assume (or cause to be assumed) such Assumed Liabilities or Excluded Liabilities to or from (as applicable) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for the benefit of such other Party. Each Party will cooperate with the other Party and use its commercially reasonable efforts to set up procedures and notifications as are reasonably necessary or advisable to effectuate the assignment, transfer, conveyance and delivery, or assumption, contemplated by this Section 8.4. Following the Closing, the Seller will, and will cause its affiliates to, deliver as promptly as practicable any Purchased Assets that were not provided to the Buyer at the Closing. Without duplication or limitation of the foregoing, in the event that: (x) the Seller or any of its affiliates receives any payment, invoice or other correspondence from customers, suppliers or other contracting parties related to the Purchased Assets or the Assumed Liabilities, after the Closing, the Seller agrees to promptly remit (or cause to be promptly remitted) such funds, invoices or other correspondence to the Buyer; or (y) the Buyer or any of its affiliates receive any payment, invoice or other correspondence from customers, suppliers or other contracting parties of the Seller, or otherwise related to the Excluded Assets or the Excluded Liabilities, after the Closing, the Buyer agrees to promptly remit (or cause to be promptly remitted) such funds, invoices or other correspondence to the Seller.

(b) If any Party hereto brings a Legal Proceeding in connection with any controversy, disagreement or dispute arising under this Section 8.4, the losing Party in any such Legal Proceeding shall reimburse the prevailing Party for its reasonable and documented costs and expenses (including reasonable and documented attorneys' fees) in connection with such Legal Proceeding.

(c) Prior to the Closing, the Seller shall, and as applicable shall cause Travel Services to, update the owner of record for each item of Seller Registered IP to be the Seller or Travel Services, where any such item has on the date of this Agreement as the owner of record any entity or name other than the name of the Seller or Travel Services, as applicable, immediately prior to Closing.

8.5 Reserve Agreement Assignment and Assumption

With regard to the assignment by the Seller to the Buyer of all of the Seller's rights and interests under the Reserve Agreement and the Security Agreement and the assumption by the Buyer of all of the Seller's present and future liabilities and obligations under the Reserve Agreement and the Security Agreement (the "**Reserve Agreement Assignment and Assumption**"):

(a) the Seller shall, promptly after the date hereof, use commercially reasonable efforts provide to third parties such notice or other documentation of the Reserve Agreement Assignment and Assumption (which will become effective on the Closing) as may be required by the Seller's Contracts;

(b) the Seller and the Buyer shall enter into on the Closing Date an assignment and assumption agreement (the "**Reserve Agreement Assignment and Assumption Agreement**") to document the Reserve Agreement Assignment and Assumption, which assignment and assumption shall be in form and substance satisfactory to each of the Seller and Buyer, acting reasonably, and, for certainty, shall not include any additional representations or warranties or covenants regarding the Reserve Agreement, the Reserve Fund or any other matters relating to or in connection with the Transaction;

(c) the Seller will provide notice of this Agreement and the proposed Reserve Agreement Assignment and Assumption to RBC (in the event that this Agreement is selected as the Successful Bid), and the Seller shall provide reasonable cooperation to the Buyer to assist the Buyer, but for certainty without the requirement to pay for any costs, expenses or fees, to obtain a consensual consent to the Reserve Agreement Assignment and Assumption from RBC, provided that for certainty no consent from RBC shall be required as a condition of Closing for the benefit of the Buyer;

(d) concurrently with or promptly after the Closing, at the Buyer's written request, the Seller shall make reasonable best efforts, and cooperate with the Buyer, to effect the transfer of the RBC Accounts to the Buyer; and

(e) the Seller shall, at the Buyer's written request, promptly furnish the Buyer with copies of such documents and information, including financial information, as the Buyer may reasonably request in connection with the Reserve Agreement and Security Agreement.

8.6 Approvals and Consents

(a) The Parties shall, as soon as reasonably practicable following the date hereof, seek all Consents and Approvals, make all such filings and deliver all such notices as may be required in respect therewith, including notices to each of the Governmental Authorities listed in Section 8.6 of the Disclosure Letter, and request any expedited processing available. The Parties shall use (and shall cause their respective affiliates to use) their respective commercially reasonable efforts to obtain the Competition Act Approval on or before the Outside Date.

(b) The Seller shall cooperate in and use reasonable best efforts to facilitate negotiation and completion of an assignment of the Licensed Air Miles IP to the Buyer, in lieu of an assignment of the Air Miles License Agreements to Buyer, upon the Closing.

(c) Without limiting the generality of the foregoing, with respect to the Competition Act Approval:

(i) the Buyer shall, as soon as reasonably practicable, and in no event more than ten (10) Business Days after the date hereof, submit a request to the Commissioner for an Advance Ruling Certificate or, in the alternative, a No Action Letter in respect of the Transaction;

(ii) if an Advance Ruling Certificate or No Action Letter shall not have been obtained within five (5) Business Days following the filing of the Buyer's request, then the Parties shall consider the advisability of making notification filings in accordance with Part IX of the Competition Act in respect of the Transaction and, if either party determines, acting reasonably, that such filings are advisable, shall each submit a notification filing within ten (10) Business Days of such determination; and

(iii) the Buyer shall be responsible for the payment of any filing fees required to be paid in connection with any filing made in respect of the Competition Act Approval.

(d) The Parties shall: (i) give each other reasonable advance notice of all material meetings or other oral communications with any Governmental Authority relating to the Competition Act Approval, and provide as soon as practicable and within any required time any additional submissions, information and/or documents requested by any Governmental Authority necessary, proper or advisable to obtain the Competition Act Approval; (ii) not participate independently in any such material meeting or other oral communication without first giving the other Party (or their outside counsel) an opportunity to attend and participate in such material meeting or other oral communication, unless otherwise required or requested by such Governmental Authority; (iii) if any Governmental Authority initiates an oral communication regarding the Competition Act Approval, promptly notify the other Party of the substance of such communication; (iv) subject to Applicable Laws relating to the exchange of information, provide each other (or their outside counsel) with a reasonable advance opportunity to review and comment upon and consider in good faith the views of the other in connection with all written communications (including any filings, notifications, submissions, analyses, presentations, memoranda, briefs, arguments, opinions and proposals) made or submitted by or on behalf of a Party with a Governmental Authority regarding the Competition Act Approval; and (v) promptly provide each other (or their outside counsel) with copies of all written communications to or from any Governmental Authority relating to the Competition Act Approval.

(e) Each Party shall, at the other Party's request, furnish that other Party with copies of such documents and information, including financial information, as the requesting Party may reasonably request in connection with the obtaining of any Consents and Approvals contemplated by Sections 8.6(a) to 8.6(d).

(f) Each of the Parties may, as advisable and necessary, reasonably designate any competitively or commercially sensitive material provided to the other under this Section 8.6 as "Outside Counsel Only Material". Such materials and the

information contained therein shall be given only to the outside legal counsel of the recipient and, subject to any additional agreements between the Parties, will not be disclosed by such outside legal counsel to employees, officers or directors of the recipient unless express written permission is obtained in advance from the source of the materials or its legal counsel.

(g) Neither Party shall enter into any transaction, investment, agreement, arrangement or joint venture or take any other action, the effect of which would reasonably be expected to make obtaining the Competition Act Approval materially more difficult or challenging, or reasonably be expected to materially delay the obtaining of the Competition Act Approval.

(h) The obligations of the Buyer to use its commercially reasonable efforts to obtain the Competition Act Approval does not require the Buyer or any affiliate thereof to propose, negotiate, effect or agree to, a sale, divestiture, license, or other disposition of any assets or business of the Buyer or its affiliates (including the Purchased Assets) or otherwise take any action that limits the freedom of action with respect to, or the Buyer's ability to retain any of the businesses, product lines or assets of the Buyer or its affiliates (including the Purchased Assets).

(i) In the event of a Legal Proceeding relating to, arising from or in connection with the Transaction, each Party shall use commercially reasonable efforts to: (i) oppose or defend against such Legal Proceeding and/or (ii) appeal, overturn or have lifted or rescinded any Applicable Law relating to itself or any of its subsidiaries which may materially adversely affect the ability of the Parties to consummate the Transaction; and (iii) appeal or overturn or otherwise have lifted or rendered non-applicable in respect of the Transaction, any Applicable Law that makes consummation of the Transaction illegal or otherwise prohibits or enjoins either of the Parties from consummating the Transaction.

8.7 Access of the Seller to Books and Records

The Seller (including any receiver or trustee appointed in respect thereof) shall, for a period of six (6) years from the Closing Date, have access to, and the right to copy, at its expense, for *bona fide* business purposes and for purposes of any Insolvency Proceedings, litigation, or winding-up of the Seller, and during usual business hours, upon reasonably prior notice to the Buyer, all Books and Records relating to the Business, the Purchased Assets and the Assumed Liabilities that are transferred and conveyed to the Buyer pursuant to this Agreement. The Buyer shall retain and preserve all such Books and Records for such six (6) year period. Notwithstanding anything herein to the contrary, no such Books and Records shall be made available to the extent that it would: (a) unreasonably disrupt the operations of the Business or the Buyer; or (b) require the Buyer to disclose information subject to attorney-client privilege.

8.8 Further Assurances

Each of the Parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties hereto

may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Upon and subject to the terms and conditions of this Agreement and subject to the directions of any applicable courts to the Seller, the Parties shall use their commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary proper or advisable under Applicable Laws to consummate and make effective the Transaction, including using commercially reasonable efforts to satisfy the conditions precedent to the obligations of the Parties hereto.

8.9 Tax Matters

(a) The Buyer and the Seller agree to use commercially reasonable efforts to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Business, the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of any suit or other proceedings relating to Tax matters and for the answer to any governmental or regulatory inquiry relating to Tax matters.

(b) For purposes of any income Tax Return, the Buyer and the Seller agree to report the Transaction in a manner consistent with the Purchase Price allocation determined in accordance with Section 3.5, and the Buyer and the Seller shall not voluntarily take any action inconsistent therewith in any such Tax Return, refund claim, litigation or otherwise, unless required by applicable Tax laws. The Buyer and the Seller shall each be responsible for the preparation of their own statements required to be filed under the Tax Act and other similar forms in accordance with applicable Tax laws.

(c) All amounts payable by either Party to the other Party pursuant to this Agreement are exclusive of any HST, QST or any other federal, provincial, state or local or foreign value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, land or real property transfer, or similar Taxes, duties, or charges, or any recording or filing fees or similar charges (collectively, "**Transfer Taxes**"). All Transfer Taxes are the responsibility of and for the account of the Party required to pay such taxes under Applicable Laws. The Buyer and the Seller agree to cooperate to determine the amount of Transfer Taxes payable in connection with the Transaction. If a Party (the "**Collecting Party**") is required by Applicable Law or by administration thereof to collect any applicable Transfer Taxes from the other Party, such other Party shall pay such amounts to the Collecting Party concurrent with the payment of any consideration payable pursuant to this Agreement, and the Collecting Party shall remit or account for such Transfer Taxes to the applicable Governmental Authority on a timely basis and otherwise in accordance with Applicable Laws, unless the other Party qualifies for an exemption from any such applicable Transfer Taxes, in which case the other Party shall, in lieu of payment of such applicable Transfer Taxes to the Collecting

Party, deliver to the Collecting Party such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed by the other Party.

(d) If requested by the Buyer, in the event that either or both of subsection 184(2) and subsection 185.1(1) of the Tax Act would otherwise apply at any time to all or any part of any dividend or other amount paid by Travel Services before the Closing Time, Travel Services will file an election or elections under either or both of subsection 184(3) and subsection 185.1(2) of the Tax Act in a timely manner with the appropriate Governmental Authority such that no Tax is payable by Travel Services under either of Part III and III.1 of the Tax Act in connection with the declaration and payment of such dividend. The Seller agrees that it shall concur or shall cause the recipient of the relevant dividend to concur, as applicable, in the making of any election under either or both of subsection 184(3) and subsection 185.1(2) of the Tax Act to the extent that such Person received a dividend in respect of which the election applies, and will provide evidence of such concurrence to the Buyer on Closing.

(e) If requested by the Buyer, the Seller and the Buyer shall jointly make the election provided for in paragraph 167(1)(b) of the *Excise Tax Act* (Canada) and any equivalent or corresponding provision under any applicable provincial or territorial legislation (including section 75 of *an Act respecting Québec sales tax* (Québec)), in prescribed form and within the required time period, to have subsection 167(1.1) of the *Excise Tax Act* (Canada) and any equivalent or corresponding provision under any applicable provincial or territorial legislation apply in respect of the sale and purchase of the Purchased Assets under this Agreement. The Buyer shall file the completed election form with the applicable Governmental Authority no later than the due date for the Buyer's HST or QST returns, as applicable, for the first reporting period in which HST or QST, as applicable, would, in the absence of this election, become payable in connection with the transactions contemplated by this Agreement. Notwithstanding such election and anything to the contrary in this Agreement, in the event it is finally determined by any relevant Governmental Authority that the Seller is liable to collect and remit HST or QST in respect of the sale of the Purchased Assets and the Business, the Buyer shall forthwith pay such HST or QST, as applicable, plus any applicable interest and penalties, to the Seller for remittance to the applicable Governmental Authority and the Buyer shall indemnify and save the Seller (and any present or former directors and officers of the Seller) harmless with respect to any Taxes and costs payable resulting from such determination. This indemnity shall survive the Closing Date in perpetuity.

(f) If requested by the Buyer, the Seller and the Buyer will jointly execute, and each of them will file promptly following the Closing Date, an election under section 22 of the Tax Act and any corresponding provisions of any applicable provincial income Tax legislation, in prescribed form and within the required time period, with respect to any debts referred to in such section 22 and any corresponding provisions of any applicable provincial income Tax legislation. For the purposes of such elections, the Buyer, acting reasonably and in consultation with the Seller, will

designate the portion of the Purchase Price allocable to the debts in respect of which such elections are made. For greater certainty, the Seller and the Buyer agree to prepare and file their respective Tax Returns in a manner consistent with such election(s).

(g) The Seller and the Buyer will jointly elect under subsection 20(24) of the Tax Act and any corresponding provisions of any applicable provincial income Tax legislation, in the prescribed manner and within the required time period, with respect to the amount of the Assumed Liabilities. For the purposes of such election(s), the Parties, acting reasonably, shall determine the elected amount and the Buyer and the Seller acknowledge that the Seller is transferring assets to the Buyer which have a value equal to such elected amount as consideration for the assumption by the Buyer of such obligations of the Seller.

(h) The Seller and the Buyer shall make any other election or amended election under the Tax Act or any other Tax legislation that the Seller and the Buyer agree to make and reasonably determine is available and necessary or advisable and the parties agree to revise or amend any such elections to reflect any adjustment to the purchase price pursuant to Section 3.4.

(i) All registration fees, transfer taxes and similar payments arising out of the completion of this transaction and not expressly addressed in this Agreement shall be paid by the Seller and the Buyer in accordance with Applicable Law or custom.

(j) Notwithstanding any other provision of this Agreement, in the event that, as a result of a breach, modification or termination of this Agreement at any time, an amount, including damages and amounts payable under Section 9.2, is to be paid or forfeited by Seller, or a debt or other obligation is to be reduced or extinguished without payment by Seller on account of the debt or obligation and section 182 of the *Excise Tax Act* (Canada) applies to the amount to be paid, forfeited, reduced or extinguished, as the case may be, the amount shall be increased so that the amount received by the Buyer net of the applicable HST is equal to the amount that the Buyer would have received had section 182 of the *Excise Tax Act* (Canada) not applied.

8.10 Employee Matters

(a) As soon as possible after the date hereof, and in any event within five (5) Business Days of the date hereof, the Seller shall provide the Buyer with a correct and complete list, as of the date set out therein:

(i) of all employees of the Seller (the "**Employees**"), including the following information by employee: name; date of hire; title or position; grade/level; location; whether full-time, part-time or fixed term employment; eligibility for overtime pay; visa or work permit details (if any); whether on short-term or long-term disability or other leave; salary or hourly rate of pay; annual cash incentive eligibility and cash incentives received in each of the

previous three (3) years; annual vacation entitlement; annual sick leave entitlement; equity/deferred compensation incentive eligibility and incentives received in each of the previous three (3) years; and any other material compensation arrangements. For any employees who are on a short-term or long-term disability or other leave, such list shall set out their type of absence, length of absence, and expected return to work (if any);

(ii) of all contractors and consultants of the Seller, including the following information: date of engagement, general description of services provided, fee rate and annual fees paid in each of the previous three (3) years; and

(iii) a true and complete list of all Employee Plans.

(b) Prior to but conditional on Closing and with effect as of the Closing Time, the Buyer or its designee shall make written offers of employment to all of the Employees that are located in Canada, such offers of employment to be: (i) in respect of salary or hourly rate of pay and annual cash incentive opportunity, substantially similar, in the aggregate, as those existing with the Seller in respect of such Employees immediately prior to Closing for a period of one year following the Closing; (ii) in respect of working from home arrangements in Canada only, the same as those existing with the Seller in respect of such Employees for a period of six (6) months following the Closing, at which time they will be subject to the flexible work arrangements of the Buyer, and Buyer will determine whether each position is to be onsite, hybrid or remote, and such designation will be decided in good faith, and changes to Employee status as remote workers, if any, will contemplate a transition period of at least sixty (60) days; and (iii) in respect of benefits, on terms and conditions that are applicable to similarly situated employees of the Buyer for a period of one year following the Closing. Prior to the Closing Time, the Buyer may, in coordination and consultation with the Seller, send to each Employee an offer letter, which will be followed by materials relating to a background check, consistent with the offer letter and background check typically required by the Buyer and its Affiliates for similarly situated employees. The Seller shall assist the Buyer with obtaining Employee consents for such background checks. If any Employee requires a visa, work permit or other approval for their employment to continue with the Buyer or its designee following Closing, the Buyer or its designee shall use commercially reasonable efforts to promptly make any necessary applications and to secure the necessary visa, permit or other approval. Buyer shall not be required to make offers of employment to any employee of the Seller that is located in or a resident of the United States.

(c) All of the Employees who accept the Buyer's or its designee's offer of employment and commence active employment with the Buyer shall hereinafter be referred to as "**Assumed Employees**". The Buyer or its designee shall recognize all service of Assumed Employees with the Seller or, if longer, as recognized by the Seller. The Seller will cooperate with the Buyer and its designee, if any, in giving notice to the Employees concerning such matters referred to in this Section 8.10 as are

reasonable under the circumstances. The Seller and Buyer shall exercise reasonable efforts to persuade the Employees to accept the Buyer's offers of employment.

(d) The Buyer or its designee shall assume and be responsible for all liabilities and obligations with respect to the Assumed Employees arising on or after their commencement of employment with the Buyer or its designee, including all severance pay, termination pay, pay in lieu of notice, damages and other liabilities, which will be provided in all cases in accordance with Applicable Law and, where applicable, in accordance with any written employment agreement.

(e) Subject to the CCAA Proceedings, Seller shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health, accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Seller or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or before the later of: (i) the Closing Date; or (ii) the date of their commencement of employment or engagement with the Buyer or its designee. Seller also shall remain solely responsible for all claims under the *Workplace Safety and Insurance Act, 1997* (Ontario) (or the comparable legislation of any other jurisdiction) of any current or former employees, officers, directors, independent contractors or consultants of the Seller that relate to events occurring on or before the later of: (i) the Closing Date; or (ii) the date of their commencement of employment or engagement with the Buyer or its designee. Solely to the extent required by Applicable Law, including any order of the CCAA Court or the Bankruptcy Court, Seller shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

(f) Subject to the CCAA Proceedings, Seller shall be solely responsible, and neither Buyer nor its designee shall have any obligations whatsoever, for any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Seller for any period relating to the service with Seller at any time before their commencement of employment with the Buyer or its designee, including liabilities and obligations related to any required notice of termination, termination or severance pay (required under Applicable Law or under contract), employment insurance, workplace safety and insurance/workers' compensation, Canada Pension Plan, salary or wages, accrued and unused vacation entitlements, sabbatical days and other paid time off, statutory holiday pay, overtime pay, payroll or employer health taxes, commissions, bonuses, employee benefit plan payments or contributions and any other Claims. Seller shall pay to Employees all such amounts due and owing to the date of Closing in the normal course, but for greater certainty shall not pay any amounts in respect of termination pay that becomes due and payable after the commencement of the CCAA Proceedings. Subject to the CCAA Proceedings, and to the Buyer's obligations as set out in this Section 8.10, Seller shall be and remain solely responsible, and neither Buyer nor its designee shall have any obligations whatsoever, for all liabilities and obligations related to the employment by the Seller of any Employees, including any such liabilities and obligations incurred

after the Closing Date, in respect of any Employee who: (i) rejects the Buyer's or its designee's offer of employment; (ii) receives an offer of employment from the Buyer or its designee but does not become an Assumed Employee; or (iii) resigns from employment with the Seller prior to their commencement of employment with the Buyer or its designee.

(g) The terms of any offer of employment by the Buyer or its designee to any Employee who is absent from work as of the date of such offer due to a short or long-term disability, pregnancy, parental or any other statutory leave of absence may, in the sole discretion of the Buyer or its designee, specify that the offer of employment is conditional upon such Employee returning to work with any accommodations that may be required by Applicable Law no later than eighteen (18) months after the Closing Date, and each such Employee shall only become an Assumed Employee as of the date, if any, on which such Employee returns to work and shall remain an employee of the Seller until the earliest of (i) the date on which the Employee becomes an Assumed Employee (if applicable), or (ii) the appointment of trustee in bankruptcy in respect of the Seller. In the event that the Employee does not become an Assumed Employee within eighteen (18) months after the Closing Date, the Seller shall bear all resulting liabilities and obligations including any liabilities and obligations that relate to events occurring after the Closing Date.

(h) The Assumed Employees shall cease to participate in all Employee Plans and shall be entitled to participate in Buyer's benefit plans, programs, policies and arrangements in accordance with the terms and conditions of such plans, with recognition of prior service for purposes of satisfying any waiting periods. The Buyer shall not assume any of the Employee Plans, and the Seller shall retain all rights, obligations and liabilities under and in relation to such Employee Plans.

8.11 Fees and Expenses

Except as expressly provided in this Agreement, including pursuant to Section 9.2 hereof, and subject to the terms of the DIP Term Sheet, all fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the completion of the Transaction (excluding, for greater certainty, the DIP Facility and the DIP Term Sheet), including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Person incurring such fees or expenses.

8.12 Name Discontinuance

On or promptly following the Closing Date, and except as may be required for purposes of any Insolvency Proceedings, the Seller and its affiliates shall discontinue use of the name "AIR MILES" and any variation thereof, except where legally required to advise that its name has been changed to another name or to refer to the historical fact that the Seller previously conducted the Business under the "AIR MILES" name.

8.13 Release

Notwithstanding any other provisions of this Agreement, effective as of the Closing Time, each of the Buyer and the Seller, on behalf of itself and its affiliates, does hereby forever release and discharge: (i) the Monitor and its affiliates and each of their respective present and former direct and indirect shareholders, officers, directors, partners, employees, advisors (including financial advisors and legal counsel) and agents; and (ii) such other Party and its affiliates (including the release of Travel Services by the Seller) and each of their respective present and former direct and indirect shareholders (excluding Bread and its present and former directors and officers), officers, directors, employees, advisors (including financial advisors and legal counsel) and agents (collectively, the "**Released Parties**") from any and all demands, claims, liabilities, actions, causes of action, counterclaims, expenses, costs, damages, losses, suits, debts, sums of money, refunds, accounts, indebtedness, rights of recovery, rights of set-off, rights of recoupment and liens of whatever nature (whether direct or indirect, absolute or contingent, asserted or unasserted, secured or unsecured, matured or not yet matured due or to become due, accrued or unaccrued or liquidated or unliquidated) and including all costs, fees and expenses relating thereto (collectively, "**Claims**") based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing Time relating to, arising out of or in connection with, the Purchased Assets, the Business, the Assumed Liabilities, the SISP, the Transaction, the CCAA Proceedings, or the Chapter 11 Cases, save and except for Claims: (a) under this Agreement (including the acquisition of the Purchased Assets and assumption of the Assumed Liabilities by the Buyer) or any document ancillary thereto; (b) arising out of fraud, gross negligence or wilful misconduct of or by the Released Parties; and/or (c) relating to Bread. For greater certainty, the Seller is not releasing any of its affiliates pursuant to this Section 8.13, other than Travel Services.

8.14 Wind-Up

The Buyer acknowledges that following the Closing Date, the Seller may pursue further proceedings to wind-up its affairs, whether pursuant to further restructuring proceedings (including a plan in respect of a distribution of sale proceeds to its creditors), commencing proceedings pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended, or otherwise. Nothing in this Agreement shall prohibit the Seller from ceasing its operations or winding up its affairs at any time after the Closing Date. Any costs and expenses incurred by the Seller in connection with such proceedings shall be borne exclusively by the Seller, without any recourse to the Buyer, and the Buyer shall have no obligation to participate in (including to incur any costs in respect of), and shall be unaffected in all respects by, any such further proceedings.

8.15 Reserve Agreement Reporting

(a) The Seller shall, on or before the 15th day following the end of each month after the date hereof, provide the Buyer with a notice setting out the Seller's estimate (the "**Funding Estimate**") of the funds required to be deposited in the Reserve Account in order to ensure that a Reserve Fund Deficiency will not arise in respect of the previous month's activities together with evidence that such funds have been deposited into the Reserve Account. The Funding Estimate shall be prepared on the

basis of the principles and the methodology that have been used by the Seller to prepare such estimates for its internal use prior to the date hereof.

(b) The Seller shall, on the last Business Day of each month following the date hereof, provide the Buyer with a copy of the Trust Certificate prepared in respect of the previous month as well as evidence that sufficient funds have been deposited (if necessary) to ensure that a Reserve Fund Deficiency in respect of such month will not arise in respect of such month, based on the amounts set out in such Trust Certificate.

8.16 Replacement of BofA Letter of Credit

At or prior to the Closing, the Buyer shall replace that certain Letter of Credit No. 68182913 dated December 14, 2022 and issued to Regie des Alcools Des Courses des Jeux (the "**L/C**") in the amount of $100,000 Canadian dollars issued by Bank of America, N.A. with a parent guarantee, letter of credit, bond, indemnity, cash (if acceptable to the beneficiary thereof) or another non-cash credit assurance of a comparable and sufficient nature that satisfies the requirements of the beneficiary such that the Seller and Bank of America, N.A. shall have received evidence of the cancellation, surrender or return for cancellation of the L/C at or prior to Closing without any unreimbursed drawing having been made under the L/C; provided that for certainty, nothing contemplated by this Section 8.16 shall in any way affect or change the Purchase Price or any amount required to be paid by the Buyer hereunder.

ARTICLE 9
CCAA PROCEEDINGS

9.1 CCAA Proceedings

(a) The Parties acknowledge and agree that the Seller shall apply to the Court by no later than March 10, 2023, for the Initial Order, substantially in the form of Schedule D hereto, and all Parties will use commercially reasonable efforts to have the Initial Order issued.

(b) The Parties acknowledge and agree that the Seller shall apply to the Court by no later than March 20, 2023, for the A&R Initial Order, substantially in the form of Schedule E, and all Parties will use commercially reasonable efforts to have the A&R Initial Order issued.

(c) The Parties acknowledge and agree that the Seller shall apply to the Court by no later than March 20, 2023, for the SISP Order, substantially in the form of Schedule F hereto, and all Parties will use commercially reasonable efforts to have the SISP Order issued. The Buyer acknowledges and agrees that the SISP is in contemplation of determining whether a superior bid can be obtained for the Purchased Assets or some alternative form of sale, investment or restructuring transaction in respect of the Seller, the Purchased Assets and/or the Business.

(d) The Seller shall provide the Buyer for review, reasonably in advance of filing, drafts of such material motions, pleadings or other filing related to the process of

consummating the Transaction to be filed with the Court, including the motions for issuance of the Initial Order, A&R Initial Order, the SISP Order, an order pursuant to section 11.3 of the CCAA, and the Approval and Vesting Order, and shall promptly inform the Buyer of any notice, correspondence or court materials it receives from another Person with respect to any objections, concerns, or positions purportedly intended to be raised with the Court.

(e) In the event an appeal is taken or a stay pending appeal is requested from the SISP Order, an order pursuant to section 11.3 of the CCAA, or the Approval and Vesting Order, the Seller shall promptly notify the Buyer of such appeal or stay request and shall promptly provide the Buyer a copy of the related notice of appeal or order of stay. The Seller shall also provide the Buyer with written notice of any motion or application filed in connection with any appeal from such orders. The Seller agrees to take all action as may be reasonable and appropriate to defend against such appeal or stay request and the Seller and the resolution of such appeal or stay request, provided that nothing herein shall preclude the Parties hereto from consummating the Transaction contemplated hereby, if the Approval and Vesting Order shall have been issued and has not been stayed and if the Buyer and the Seller, in their respective sole discretion, waive in writing the condition that the Approval and Vesting Order be Final.

9.2 Expense Reimbursement and Break Fee

In consideration for the Buyer's considerable expenditure of time and money and agreement to act as the initial bidder and the preparation of this Agreement, and in performing due diligence pursuant to this Agreement, in the event that: (i) the Transaction is not consummated for any reason other than a termination of this Agreement by the Seller pursuant to Section 10.3 or by mutual consent of the Buyer and the Seller pursuant to Section 10.1(b); and (ii) a transaction is selected as the Successful Bid in accordance with the SISP that is not this Transaction, the Buyer shall be entitled to: (A) an expense reimbursement for the Buyer's and its affiliates' documented reasonable out-of-pocket third party expenses incurred in connection with this Agreement and/or the Transaction in an aggregate amount equal to the amount of such expenses, plus applicable Taxes, up to a maximum of $1,000,000 (the "**Expense Reimbursement**") provided such expenses have not otherwise been paid or reimbursed pursuant to the terms of the DIP Term Sheet; and (B) a break fee in the amount of $3,000,000 (the "**Break Fee**"), which Expense Reimbursement and Break Fee shall be payable by the Seller to the Buyer on the date upon which closing occurs in respect of such alternative transaction; provided, however, that the Buyer shall not be entitled to payment of the Expense Reimbursement and Break Fee if no Successful Bid is selected in accordance with the SISP and the SISP terminates in accordance with its terms. The payment of the Expense Reimbursement and the Break Fee shall be approved in the SISP Order and shall be secured by a Court-ordered charge against the Seller's assets in priority to amounts secured by existing security other than amounts secured by the various charges approved by the Court in the Initial Order and/or the A&R Initial Order (the "**Expense Reimbursement and Break Fee Charge**"). Each of the Parties hereto acknowledges and agrees that the Expense Reimbursement and the Break Fee together represent a fair and reasonable estimate of the costs that will be incurred by the Buyer as a result of non-completion of the Transaction, and are not intended to be punitive in nature nor to discourage competitive bidding for the Business and/or the Purchased Assets, and

no Party shall take a position inconsistent with this Section 9.2. The Seller irrevocably waives any right it may have to raise as a defence that any such liquidation damages are excessive or punitive. Each of the Parties acknowledge and agree that the Expense Reimbursement in this Section 9.2 is an integral part of this Agreement and of the Transaction, and that without these agreements, the Buyer would not enter into this Agreement. Upon payment of the Expense Reimbursement and the Break Fee to the Buyer, the Buyer shall be precluded from any other remedy against the Seller at law or in equity or otherwise in respect of the disclaimer, repudiation, breach or termination of this Agreement; provided that nothing herein shall preclude any Party from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or to compel specific performance of this Agreement.

ARTICLE 10
TERMINATION

10.1 Termination – Buyer and Seller

This Agreement may be terminated by the Buyer and/or the Seller at any time prior to Closing upon written notice to the other Party as follows:

(a) if Closing does not occur on or before the Outside Date; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 10.1(a) if the Closing's non-occurrence on or by the Outside Date is caused by such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date;

(b) subject to any approvals required from the Court or otherwise pursuant to any Insolvency Proceedings, by mutual written consent of the Seller and the Buyer;

(c) if this Agreement is not selected as the Successful Bid (as determined pursuant to the SISP), or if the Court otherwise approves a transaction that is not this Agreement; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 10.1(c) if the Agreement's non-selection as the Successful Bid or the Court's aforementioned non-approval of this Agreement is caused by such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date; and

(d) if the Court, or any other court of competent jurisdiction or Governmental Authority (including the Competition Bureau) takes action to restrain, enjoin or otherwise prohibit all or any of the transactions contemplated hereby and such action is not capable of opposition or appeal; provided that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 10.1(d) if such Party did not make commercially reasonable efforts to oppose and appeal such action, or if the aforementioned action was caused by the acts or omissions of such Party such Party's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing Date.

10.2 Termination – Buyer

This Agreement may be terminated by the Buyer at any time prior to Closing upon written notice to the Seller as follows:

(a) if any condition set forth in Section 7.1 or 7.2 is not satisfied, waived or performed on or before the earlier of: (i) the date specified therefor (or, in the case of the condition set forth in Section 7.2(b), within five (5) Business Days following the date specified therefor); or (ii) the Closing Date;

(b) if there has been a material violation or breach by the Seller of any covenant, representation or warranty that would prevent the satisfaction of any condition set forth in Section 7.1 or 7.2 on the Closing Date and such violation or breach has not been waived by the Buyer or cured within seven (7) calendar days after written notice thereof from the Buyer, unless the Buyer is in material breach of their obligations under this Agreement;

(c) if the CCAA Proceedings are terminated or a trustee in bankruptcy or a receiver is appointed in respect of the Seller and/or its assets, and such trustee in bankruptcy or receiver refuses to proceed with the Transaction; and

(d) if the Seller, or any of its affiliates, request or support, or the Court approves, any amendments or modifications to the SISP that materially and adversely affect the rights and obligations of the Buyer pursuant to this Agreement.

10.3 Termination – Seller

This Agreement may be terminated by the Seller at any time prior to Closing upon written notice to the Buyer:

(a) If any condition set forth in Section 7.1 or 7.3 is not satisfied, waived or performed on or before the earlier of (i) the date specified therefor or (ii) the Closing Date; and

(b) if there has been a material violation or breach by the Buyer of any covenant, representation or warranty that would prevent the satisfaction of any condition set forth in Section 7.1 or 7.3 on the Closing Date and such violation or breach has not been waived by the Seller or cured within seven (7) calendar days after written notice thereof from the Seller, unless the Seller is in material breach of its obligations under this Agreement.

10.4 Effect of Termination

In the event of termination of this Agreement pursuant to Sections 10.1, 10.2 and/or 10.3 this Agreement shall forthwith become null and void, except as set forth in Sections 1.2 through 1.14, 9.2, 10.4 and Article 12, and nothing herein shall relieve any Party from liability for any breach of this Agreement prior to termination.

ARTICLE 11
CLOSING

11.1 Location and Time of Closing

The Closing shall take place at the Closing Time on the Closing Date by means of an electronic closing, or such other place or fashion as may be agreed in writing upon by the Parties hereto, in which the closing documentation will be delivered by email exchange of signature pages in PDF or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals except as otherwise provided in this Agreement.

11.2 Closing Deliveries

(a) At the Closing, the Seller shall deliver to the Buyer:

(i) signature pages to each of the Closing Documents duly executed by the Seller;

(ii) the documents required to be delivered by the Seller pursuant to Sections 7.1 and 7.2;

(iii) certified copies of the resolutions duly adopted by the Seller's board of directors authorizing the execution, delivery and performance of this Agreement and each of the other agreements in connection with the Transaction, as well as any other approvals required for the Seller to consummate the Transaction;

(iv) reasonable documentation evidencing the release, or authorizing the release, of any Encumbrances existing as of the Closing on any of the Purchased Assets, other than Permitted Encumbrances;

(v) any certificates, duly executed elections or other documents required to be delivered pursuant to Section 8.9;

(vi) the Trust Certificate, dated as of the Closing Date;

(vii) reasonable documentation evidencing that the Seller properly withheld and remitted applicable Taxes on any Intercompany Loans (as defined in the DIP Term Sheet) imposed under the Tax Act and any other Applicable Laws; and

(viii) actual possession of the Purchased Assets.

(b) At the Closing, the Buyer shall deliver to the Seller:

(i) signature pages to each of the Closing Documents duly executed by the Buyer;

(ii) payment of the Purchase Price in accordance with Section 3.3, and in respect of any amount payable to the Seller to such account as specified by Seller in writing no less than two (2) days prior to the Closing Date, or otherwise in accordance with the Approval and Vesting Order;

(iii) certified copies of the resolutions duly adopted by the Buyer's board of directors authorizing the execution, delivery and performance of this Agreement and each of the other agreements in connection with the Transaction, as well as any other approvals required for the Buyer to consummate the Transaction;

(iv) any certificates, duly executed elections or other documents required to be delivered pursuant to Section 8.9;

(v) the documents required to be delivered by the Buyer pursuant to Section 7.3; and

(vi) an instrument of assumption of liabilities with respect to the Assumed Liabilities in a form satisfactory to the Seller, acting reasonably.

ARTICLE 12
GENERAL MATTERS

12.1 Confidentiality

The Buyer and the Seller acknowledge and agree that the terms of the Confidentiality Agreement are hereby incorporated by reference and shall continue in full force and effect until the Closing, at which time the obligations thereunder shall terminate. From and after the Closing, the Seller shall, and shall cause its affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, the Purchased Assets and Assumed Liabilities, except to the extent that Seller can show that such information: (a) is generally available to, and known by, the public through no fault of Seller, any of its affiliates or any of their respective Representatives; or (b) is lawfully acquired by Seller, any of its affiliates or any of their respective Representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller, any of its affiliates or any of their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Applicable Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information that Seller is advised by its counsel in writing is legally required to be disclosed; provided that Seller shall use its reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

12.2 Transaction Personal Information

(a) The Buyer shall collect and use Transaction Personal Information prior to Closing only as necessary for purposes related to the Transaction and for the completion of such Transaction. Prior to Closing, the Buyer shall not disclose Transaction

Personal Information to any Person other than to its representatives who are evaluating and advising on the Transaction.

(b) Prior to the Closing, the Parties shall protect and safeguard the Transaction Personal Information against Data Breaches, as required by Applicable Law and shall cause their representatives to protect and safeguard the Transaction Personal Information. If the Seller or the Buyer terminates this Agreement as provided herein, the Buyer shall promptly destroy all Transaction Personal Information in its possession or in the possession of any of its Representatives and affiliates, including all copies, reproductions, summaries or extracts thereof.

(c) After the Closing, the Buyer shall provide any notices required by Applicable Law to individuals whose Transaction Personal Information was transferred by the Seller to the Buyer before or on the Closing.

12.3 Public Notices

No press release or other announcement concerning the Transaction shall be made by the Seller or by the Buyer without the prior consent of the other (such consent not to be unreasonably withheld); provided, however, that subject to the last sentence of this Section 12.3, any Party may, without such consent, make such disclosure if the same is required by Applicable Law (including the CCAA Proceedings and the Chapter 11 Cases) or by any stock exchange on which any of the securities of such Party or any of its affiliates are listed or by any insolvency or other court or securities commission or other similar regulatory authority having jurisdiction over such Party or any of its affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior oral or written notice to the other, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure. Notwithstanding the foregoing: (a) this Agreement may be filed by the Seller with the Court, subject to redacting confidential or sensitive information as permitted by Applicable Law; and (b) the Transaction may be disclosed by the Seller to the Court. The Parties further agree that:

(a) the Monitor may prepare and file reports and other documents with the Court containing references to the Transaction and the terms thereof, which reports shall be posted on the Monitor's website; and

(b) the Seller and its professional advisors may prepare and file such reports and other documents with any Insolvency Proceeding containing references to the Transaction and the terms thereof as may reasonably be necessary to complete the Transaction or to comply with their obligations in connection therewith. Wherever possible, the Buyer shall be afforded an opportunity to review and comment on such materials prior to their filing.

Each of the Parties may issue a press release announcing the execution and delivery of this Agreement, in form and substance mutually agreed to by all of the Parties. Notwithstanding anything herein to the contrary, each of the Parties shall be permitted to issue a press release or other announcement concerning the Transaction (without the prior consent of the other Party)

provided that all the information contained in such press release or other announcement shall be information that has previously been reviewed and consented to by the other Party.

12.4 Assignment; Buyer Designees; Binding Effect

(a) Except in accordance with Section 12.4(b), no Party may assign its right or benefits under this Agreement without the consent of each of the other Parties hereto.

(b) Prior to the Closing, the Buyer may designate, with prior written notice to the Seller at least ten (10) days prior to the scheduled date for the hearing of the Approval and Vesting Order, one or more affiliates who are residents of Canada for purposes of the Tax Act to, at the Closing: (i) to acquire all or part of the Purchased Assets (including, for certainty, all or part of the Travel Services Shares); and/or (ii) to assume all or part of the Assumed Liabilities, in which event all references herein to Buyer will be deemed to refer to such affiliates, as appropriate; provided, however, that: (A) no such designation will in any event limit, relieve or affect: (x) the obligations of the Buyer to pay the Estimated Purchase Price at Closing in accordance with Section 3.3; and/or (y) any other obligations of the Buyer under this Agreement to the extent not performed by such affiliates; and (B) if the Buyer shall have assigned all of its rights and obligations hereunder the Buyer shall, immediately following the Closing, be deemed fully released from all the Buyer's obligations hereunder except with respect to its obligations under Section 8.13.

(c) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third Person beneficiary rights in any Person or entity not a Party to this Agreement other than: (i) any affiliate(s) of the Buyer designated to acquire Purchased Assets and/or assume Assumed Liabilities in accordance with Section 12.4(b); and (ii) the Monitor; and (iii) the Released Parties, who shall be express third party beneficiaries of Sections 8.13 and 12.4 hereof.

12.5 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (a) the date of personal delivery; (b) the date of transmission by email, with confirmed transmission and receipt (if sent during normal business hours of the recipient, if not, then on the next Business Day); (c) two (2) days after deposit with a nationally-recognized courier or overnight service such as Federal Express; or (d) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

(a) If to the Buyer at:

BMO Bank of Montreal
First Canadian Place

100 King Street West
Toronto, Ontario
M5X 1A3

Attention: Mark Pratt; Theresa Duckett
Email: Matt.Pratt@bmo.com; Theresa.Duckett@bmo.com

with copies (which shall not in itself constitute notice) to:

Torys LLP
TD Centre
79 Wellington Street West, 30th Floor
Toronto, Ontario
M5K 1N2

Attention: David Bish; Kevin Morris
Email: dbish@torys.com; kmorris@torys.com

(b) If to the Seller at:

Loyalty Ventures Inc.
8235 Douglas Avenue, Suite 1200
Dallas, Texas 75225

Attention: General Counsel
Email: generalcounsel@loyalty.com

with copies (which shall not in itself constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036-6745
Facsimile: (212) 872-1002

Attention: Philip C. Dublin; Meredith A. Lahaie; Iain Wood; Alan L. Laves
Email: pdublin@akingump.com; mlahaie@akingump.com;
iwood@akingump.com; alaves@akingump.com

and

Cassels, Brock & Blackwell LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, ON M5H 3C2

Attention: Ryan C. Jacobs; Jane O. Dietrich; Jeffrey Roy; Colin Ground
Email: rjacobs@cassels.com; jdietrich@cassels.com; jroy@cassels.com;
cground@cassels.com

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

12.6 No Survival

None of the representations and warranties of the Seller or the Buyer contained in Article, 4, Article 5 or Article 6 hereof, respectively, including the Disclosure Letter or any certificate or instrument delivered in connection herewith at or prior to the Closing, and none of the covenants contained in Article 8 to be performed on or prior to the Closing shall survive the Closing. The Parties' respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing shall survive the Closing indefinitely unless otherwise set forth herein

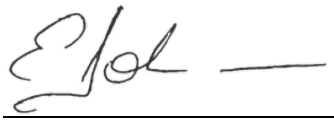
12.7 Counterparts; Electronic Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement by any of the Parties hereto may be effected by "wet ink" or electronic signature, and may be delivered by facsimile, email or internet transmission bearing such signature which, for all purposes, shall be deemed to be an original signature.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

BANK OF MONTREAL

By: 

Name: Ernie Johannson
Title: Group Head, NA Personal & Business Banking

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

LOYALTYONE, CO.

By: 

Name: Shawn Stewart
Title: President

SCHEDULE A
CONSENTS AND APPROVALS

SCHEDULE A[1]

Consents And Approvals

Section 8.6 is hereby incorporated by reference.

Agreements Requiring Consent or Approval

- Program Participation Agreement between LoyaltyOne, Co. and Shell Canada Products dated October 1, 2022.
- Software as a Service Subscription Agreement between LoyaltyOne, Co. and Siteimprove Inc. dated August 21, 2020
- Sales Agreement between LoyaltyOne, Co. and WestJet dated November 11, 2021
- Master Rooms Availibility Agreement between Noble House Hotels & Resorts, Ltd. and LoyaltyOne, Co. dated November 10, 2022
- Master Service Agreement between DerbySoft, Inc. and LoyaltyOne, Co. dated November 24, 2022
- Reciprocal Confidentiality Agreement between LoyaltyOne, Inc. and Research Now Inc. dated April 2, 2009
- Service Proposal between Acclaim Ability Management Ltd. and LoyaltyOne, Inc. dated March 22, 2011
- Amazon Business Referral Agreement between Amazon.com.ca, Inc. and LoyaltyOne, Co. dated May 10, 2021
- Statement of Work between Architech Solutions Consulting Services Inc. and LoyaltyOnc, Co. dated May 10, 2021
- End User Equipment/Software/Service Agreement between Aspect SOftware, Inc. and Loyalty Management Group Canada Inc. dated January 27, 2007
- Master Service Agreement between BROKEN HEART LOVE AFFAIR Inc. and LoyaltyOne, Co. dated November 25, 2020
- Quotation with Terms and Conditions from CWD Canada Corp. and LoyaltyOne, Co. dated March 3, 2022
- CPC Data Licensing Agreement No.20000593EU between Canada Post Corporation and LoyaltyOne Inc. dated May 22, 2009
- Quotation with Terms and Conditions from CWD Canada Corp. and LoyaltyOne, Co. dated November 22, 2021
- Quotation with Terms and Conditions from CWD Canada Corp. and LoyaltyOne, Co. dated October 25, 2022
- Quotation with Terms and Conditions from CWD Canada Corp. and LoyaltyOne, Co. dated November 15, 2022

[1] Schedule to be updated by Seller in accordance with Section 2.5.

- Quotation with Terms and Conditions from CWD Canada Corp. and LoyaltyOne, Co. dated September 28, 2022
- Quotation with Terms and Conditions from CWD Canada Corp. and LoyaltyOne, Co. dated January 12, 2022
- Quotation with Terms and Conditions from CWD Canada Corp. and LoyaltyOne, Co. dated April 19, 2022
- Mutual Nondisclosure Agreement between Databricks Inc. and LoyaotyOne, Co. dated April 1, 2016
- Master Licence and Service Agreement between Dandelion Inc. and LoyaltyOne, Co. dated December 5, 2018
- Master Services Agreement between FUSE Experiential Marketing Inc. and LoyaltyOne, Co. dated November 30, 2020
- Statement of Work #17015 from Insight Canada, Inc. to LoyaltyOne, Co. dated November 13, 2020
- Terms of Service Agreement between Lucid Software Inc and LoyaltyOne Co dated 11.12.2021
- Media Services Agreement between Media Experts IPG Inc and LoyaltyOne Co dated November 27, 2020
- Microsoft Services Agreement between Microsoft Licensing, GP and Loyalty Management Group Canada Inc, dated October 28, 2004
- National Merchant Agreement between LoyaltyOne Co. and Moneris Solutions Co., dated October 1, 2018
- Identity Management Platform Subscription Agreement between Auth0, Inc. and LoyaltyOne, Co. dated September 11, 2019
- Oracle License and Services Agreement between Oracle Corporation Canada Inc. and LoyaltyOne Co., dated February 24, 2014
- Master Services Agreement between I.D.P. Marketing Inc. and LoyaltyOne Co., dated January 1, 2021
- Master Services Agreement between LoyaltyOne Co and Promosion Solutions Inc., dated May 12, 2021
- Consulting Agreement between LoyalttyOne Co. and Randatad Interim Inc., dated July 7, 2018
- Master Consulting Agreement between LoyaltyOne Co. and ServeVita Holdings Inc., dated March 28, 2022
- Mutual Nondisclosure Agreement between Slalom Consulting ULC and LoyaltyOne Co., dated June 25, 2018
- Master Services Agreement between Slalom Consulting ULC and LoyaltyOne Co., dated August 3, 2018
- Master Services Agreement for Printing and Lettershop Services between St. Joseph Printing Limited and LoyaltyOne, Co. dated June 19, 2015.
- Master Services Agreement between LoyaltyOne Inc. and ThinkWrap Solutions Inc., dated January 1, 2013

- Mutual Nondisclosure Agreement between Save-On-Foods Limited Partnership and LoyaltyOne Co., dated March 9, 2022
- Amended and Restated Program Participation Agreement between LoyaltyOne Co and Bank of Montreal, dated November 1, 2017
- Licensing and Program Participation Agreement between Loyalty Management Group Canada Inc. and BudgetCar Inc., dated October 11, 2006
- Budget Canada Worldwide Rate Agreement between LoyaltyOne Inc. and Budgetcar Inc., dated April 15, 2010
- Budget Corporate Rate Agreement between Budgetcar Inc. and LoyaltyOne Inc., dated March 25, 2010
- Budget Canada Worldwide Rate Agreement between Loyalty Management Group Canada Inc. and Budgetcar Inc., dated November 8, 2007
- Redemption Agreement between LoyaltyOne Travel Services Inc. and Customer and Budgetcar, Inc., Undated
- Air Miles Reward Program Supplier Agreement between LoyaltyOne Travel Services Inc., Budgetcar Inc., and LoyaltyOne Inc. dated October 1, 2009
- Reciprocal Confidentiality Agreement between LoyaltyOne, Inc. and Research Now Inc. dated April 2, 2009
- Licensing and Program Participation Agreement between LoyaltyOne, Co. and EAN Services LLC dated September 1, 2020
- Confidentiality Agreement between Loyalty Management Group Canada Inc. and Hamilton Discount Corporation Limited dated November 16, 1999
- Program Participation Agreement between Loyalty Management Group Canada Inc. and Goodyear Canada Inc. dated March 5, 1992
- Reciprocal Confidentiality Agreement between Loyalty Management Group Canada Inc. and Le Groupe Jean Coutu (PJC) Inc. dated December 15, 2000
- Air Miles Reward Program Sponsorship Agreement between Le Groupe Jean Coutu (PJC) Inc. and Loyalty Management Group Canada Inc. dated November 27, 2002
- Air Miles Reward Program Sponsorship Agreement between Le Groupe Jean Coutu (PJC) Inc. and Loyalty Management Group Canada Inc. dated February 12, 2003
- Air Miles Reward Program Sponsorship Agreement between Le Groupe Jean Coutu (PJC) Inc. and Loyalty Management Group Canada Inc. dated February 27, 2003
- Air Miles Reward Program Sponsorship Agreement between Le Groupe Jean Coutu (PJC) Inc. and Loyalty Management Group Canada Inc. dated March 31, 2003
- Term Sheet for Air Miles Reward Miles Agreement between LoyaltyOne Co. and Red Label Vacations Inc. dated April 17, 2017
- Air Miles Program E-Ticket Agreement between Wilder Institute/Calgary Zoo, Wilder Institute/Calgary Zoo and LoyaltyOne Co. dated July 15, 2022

- Air Miles Program E-Ticket Agreement between Toronto Zoo and LoyaltyOne Co. dated June 7, 2022
- Master Agreement for Provision of Software and Services between Unit4 and LoyaltyOne Travel Services Co., dated March 4, 2016
- National Merchant Agreement between LoyaltyOne Travel Services Co and Moneris Solutions Corporation dated October 1, 2018 and renewed September 30, 2021
- National Merchant Agreement between LoyaltyOne Travel Services Co and Moneris Solutions Corporation dated October 1, 2018
- Corporate Charge Card Agreement between Loyalty Management Group Canada Inc. and Amex Bank of Canada dated March 8, 2004
- Master Licencing, Co-Branding and Program Participation Agreement between Loyalty Management Group Canada Inc. and Amex Bank of Canada, dated January 1, 2006
- Rewards Platform Licensing Agreement between LoyaltyOne Co. and RewardOps, dated March 6, 2017
- Enterprise Agreement between Cisco and LoyaltyOne Co., Undated.
- Purchase Order Agreement between CDW Canada Corp. and LoyaltyOne Co., dated February 15, 2023
- Purchase Order Agreement between CDW Canada Corp. and LoyaltyOne Co., dated August 24, 2022
- Purchase Order Agreement between CDW Canada Corp. and LoyaltyOne Co., dated August 9, 2022
- Purchase Order Agreement between CDW Canada Corp. and LoyaltyOne Co., dated April 14, 2022
- Purchase Order Agreement between CDW Canada Corp. and LoyaltyOne Co., dated December 16, 2022
- Enterprise Purchase Agreement between Microsoft and LoyaltyOne Co. Undated
- Service Agreement between Beanfield Technologies Inc. and LoyaltyOne Co. dated April 11, 2023
- Sales Agreement between WestJet and LoyaltyOne Co. Undated
- Service Agreement between CloudmD Software & Services Inc. and MindBeacon Health Inc. and LoyaltyOne Co. dated January 1, 2023
- Program Participation Agreement dated November 21, 2022 between Irving Oil Marketing G.P. and LoyaltyOne Co.

<u>Agreements Requiring Notice</u>

- Air Miles License Agreements
- Product and Services Agreement between Manulife Financial, LoyaltyOne and Travel Services effective as of March 1, 2022
- Master Services Agreement dated September 30, 2022 between eStruxture Data Centers Inc and LoyaltyOne, Co

SCHEDULE B

SALE AND INVESTMENT SOLICITATION PROCEDURES

Sale and Investment Solicitation Process

1. On March 10, 2023, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an order (the "**Initial Order**"), among other things, granting LoyaltyOne, Co. (the "**Applicant**") relief pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**").

2. On March [●], 2023, the Court granted (i) an order amending and restating the Initial Order (the "**ARIO**"), and (ii) an order (the "**SISP Approval Order**") that, among other things: (a) authorized LoyaltyOne, Co. (the "**Applicant**") to implement a sale and investment solicitation process ("**SISP**") in accordance with the terms hereof; (b) authorized and empowered the Applicant to enter into the Stalking Horse Purchase Agreement; (c) approved the Bid Protections; and (d) granted the Bid Protections Charge. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the ARIO or the SISP Approval Order, as applicable. Copies of the ARIO and the SISP Approval Order can be found at https://www.ksvadvisory.com/experience/case/loyaltyone.

3. This SISP sets out the manner in which: (a) binding bids for executable transaction alternatives that are superior to the sale transaction contemplated by the Stalking Horse Purchase Agreement involving the business and assets of the Applicant and its subsidiary, LoyaltyOne Travel Services Co./Cie Des Voyages (together with the Applicant, the "**LoyaltyOne Entities**"), will be solicited from interested parties; (b) any such bids received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of any Successful Bid will be sought. Such transaction alternatives may include, among other things, a sale of some or all of the Applicant's assets and/or business and/or an investment in the Applicant, each of which shall be subject to all terms set forth herein.

4. The SISP shall be conducted by the Applicant with the assistance of PJT Partners LP (the "**Financial Advisor**") under the oversight of KSV Restructuring Inc., in its capacity as Court-appointed monitor (the "**Monitor**") of the Applicant and the Monitor shall be entitled to receive all information in relation to the SISP.

5. Parties who wish to have their bids considered must participate in the SISP as conducted by the Applicant with the assistance of the Financial Advisor.

6. The SISP will be conducted such that the Applicant and the Financial Advisor will (under the oversight of the Monitor):

    a) disseminate marketing materials and a process letter to potentially interested parties identified by the Applicant and the Financial Advisor;
    b) solicit interest from parties with a view to such interested parties entering into non-disclosure agreements (parties shall only obtain access to the data room and be permitted to participate in the SISP if they execute a non-disclosure agreement that is in form and substance satisfactory to the Applicant);
    c) provide applicable parties with access to a data room containing diligence information; and
    d) request that such parties (other than the Stalking Horse Purchaser or its designee) submit a binding offer meeting at least the requirements set forth in Section 8

below, as determined by the Applicant in consultation with the Monitor (a "**Qualified Bid**"), by the Qualified Bid Deadline (as defined below).

7. The SISP shall be conducted subject to the terms hereof and the following key milestones:

    a) the Court issues the SISP Approval Order approving the: (i) SISP and (ii) the Stalking Horse Purchase Agreement as the stalking horse in the SISP and the Applicant entering into same – by no later than March 20, 2023;[1]
    b) the Applicant to commence solicitation process by no later than March 23, 2023;
    c) Deadline to submit a Qualified Bid – 5:00 p.m. Eastern Time on April 27, 2023 (the "**Qualified Bid Deadline**");
    d) Deadline to determine whether a bid is a Qualified Bid and, if applicable, to notify those parties who submitted a Qualified Bid of the Auction (as defined below) – by no later than 5:00 p.m. Eastern Time on May 1, 2023;
    e) the Applicant to hold an Auction (if applicable) and select a Successful Bid – by no later than 10:00 a.m. Eastern Time on May 4, 2023;
    f) Approval and Vesting Order (as defined below) hearing:
        - (if there is no Auction) – by no later than May 15, 2023, subject to Court availability;
        - (if there is an Auction) – by no later than May 18, 2023, subject to Court availability; and
    g) closing of the Successful Bid as soon thereafter as possible and, in any event, by not later than June 30, 2023, provided that such date shall be extended by up to 90 days where regulatory approvals are the only material remaining conditions to closing (the "**Outside Date**").

8. In order to constitute a Qualified Bid, a bid must comply with the following:

    a) it provides for aggregate consideration, payable in full on closing, in an amount equal to or greater than US$165 million (the "**Consideration Value**"), and provides a detailed sources schedule that identifies, with specificity, the composition of the Consideration Value and any assumptions that could reduce the net consideration payable including details of any material liabilities that are being assumed or being excluded;
    b) it includes an assumption of all obligations of the Applicant: (i) to consumers enrolled in the AIR MILES® Reward Program; and (ii) pursuant to the terms of that certain Amended and Restated Redemption Reserve Agreement dated December 31, 2001 and that certain Amended and Restated Security Agreement dated as of December 31, 2001, each such agreement between Loyalty Management Group Canada Inc. and Royal Trust Corporation of Canada;
    c) as part of the Consideration Value, it provides cash consideration sufficient to pay: (i) all outstanding obligations under the DIP Term Sheet; (ii) any obligations in priority to amounts owing under the DIP Term Sheet, including any applicable charges granted by the Court in the Applicant's CCAA proceeding; (iii) an amount of US$5 million to fund a wind-up of the Applicant's CCAA proceeding and any further proceedings or wind-up costs; and (iv) an amount of US$4 million to satisfy the Bid Protections;

[1] To the extent any dates would fall on a non-business day, they shall be deemed to be the first business day thereafter.

d) closing of the transaction by not later than the Outside Date;
e) it contains:
    i. duly executed binding transaction document(s);
    ii. the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equityholder(s);
    iii. a redline to the Stalking Horse Purchase Agreement;
    iv. evidence of authorization and approval from the bidder's board of directors (or comparable governing body) and, if necessary to complete the transaction, the bidder's equityholder(s);
    v. disclosure of any connections or agreements with the LoyaltyOne Entities or any of their affiliates, any known, potential, prospective bidder, or any officer, manager, director, member or known equity security holder of the LoyaltyOne Entities or any of their affiliates; and
    vi. such other information reasonably requested by the Applicant or the Monitor;
f) it includes a letter stating that the bid is submitted in good faith, is binding and is irrevocable until closing of the Successful Bid; provided, that if such bid is not selected as the Successful Bid or as the next-highest or otherwise best Qualified Bid as compared to the Successful Bid (such bid, the "**Back-Up Bid**") it shall only remain irrevocable until selection of the Successful Bid;
g) it provides that the bid will serve as a Back-Up Bid if it is not selected as the Successful Bid and if selected as the Back-Up Bid it will remain irrevocable until the earlier of (i) closing of the Successful Bid or (ii) closing of the Back-Up Bid;
h) it provides written evidence of a bidder's ability to fully fund and consummate the transaction (including financing required, if any, prior to the closing of the transaction to finance the proceedings) and satisfy its obligations under the transaction documents, including binding equity/debt commitment letters and/or guarantees covering the full value of all cash consideration and the additional items (in scope and amount) covered by the guarantees provided by affiliates of the bidder in connection with the Successful Bid;
i) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
j) it is not conditional upon:
    i. approval from the bidder's board of directors (or comparable governing body) or equityholder(s);
    ii. the outcome of any due diligence by the bidder; or
    iii. the bidder obtaining financing;
k) it includes an acknowledgment and representation that the bidder (i) has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid, (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Applicant, the Financial Advisor, the Monitor and their respective employees, officers, directors, agents, advisors and other representatives, regarding the proposed transactions, this SISP, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed transaction documents; (iii) is making its bid on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Applicant, the Financial

Advisor, the Monitor or any of their respective employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in the proposed transactions documents (iv) is bound by this SISP and the SISP Approval Order, and (v) is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the SISP or its bid;

l) it specifies any regulatory or other third-party approvals the party anticipates would be required to complete the transaction (including the anticipated timing necessary to obtain such approvals);

m) it includes full details of the bidder's intended treatment of the LoyaltyOne Entities' employees under the proposed bid;

n) it is accompanied by a cash deposit (the "**Deposit**") by wire transfer of immediately available funds equal to 10% of the Consideration Value, which Deposit shall be retained by the Monitor in an interest bearing trust account in accordance with the terms hereof;

o) it includes a statement that the bidder will bear its own costs and expenses (including legal and advisor fees) in connection with the proposed transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis; and

p) it is received by the Applicant, with a copy to the Financial Advisor and the Monitor, by the Qualified Bid Deadline at the email addresses specified on Schedule "B" hereto.

9. The Qualified Bid Deadline may be extended by: (a) the Applicant for up to no longer than seven days with the consent of the Monitor; or (b) further order of the Court. In such circumstances, the milestones contained in Subsections 7 (d) to (f) shall be extended by the same amount of time.

10. The Applicant, in consultation with the Monitor, may waive compliance with any one or more of the requirements specified in Section 8 above and deem a non-compliant bid to be a Qualified Bid, provided that the Applicant shall not waive compliance with the requirements specified in Subsections 7 (a), (b), (c), (d)), (e)(i), (e)(ii), (e)(iv), (f), (k) or (n) without the prior written consent of the Stalking Horse Purchaser, acting reasonably.

11. Notwithstanding the requirements specified in Section 8 above, the transaction contemplated by the Stalking Horse Purchase Agreement (the "**Stalking Horse Bid**"), is deemed to be a Qualified Bid, provided that, for greater certainty: (i) no Deposit shall be required to be submitted in connection with the Stalking Horse Bid; and (ii) the Stalking Horse Bid shall not serve as a Back-Up Bid.

12. If one or more Qualified Bids (other than the Stalking Horse Bid) has been received by the Applicant on or before the Qualified Bid Deadline, the Applicant shall proceed with an auction process to determine the successful bid(s) (the "**Auction**"), which Auction shall be administered in accordance with Schedule "A" hereto. The successful bid(s) selected pursuant to the Auction shall constitute the "**Successful Bid**". Forthwith upon determining to proceed with an Auction, the Applicant shall provide written notice to each party that submitted a Qualified Bid (including the Stalking Horse Bid) of which Qualified Bid is the highest or otherwise best bid (as determined by the Applicant, in consultation with the Monitor) along with a copy of such bid.

13. If by the Qualified Bid Deadline, no Qualified Bid (other than the Stalking Horse Bid) has been received by the Applicant, then the Stalking Horse Bid shall be deemed the Successful Bid and shall be consummated in accordance with and subject to the terms of the Stalking Horse Purchase Agreement.

14. Following selection of a Successful Bid, the Applicant, with the assistance of its advisors, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the milestones set out in Section 7. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the Applicant, in consultation with the Monitor, the Applicant shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the Applicant to complete the transactions contemplated thereby, as applicable, and authorizing the Applicant to: (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the transaction(s) contemplated in such Successful Bid (each, an "**Approval and Vesting Order**"). If the Successful Bid is not consummated in accordance with its terms, the Applicant shall be authorized, but not required, to elect that the Back-Up Bid (if any) is the Successful Bid.

15. If a Successful Bid is selected and an Approval and Vesting Order authorizing the consummation of the transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid. Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid will be returned to the applicable bidder as soon as reasonably practicable (but not later than ten (10) business days) after the date upon which the Successful Bid is approved pursuant to an Approval and Vesting Order or such earlier date as may be determined by the Applicant, in consultation with the Monitor; provided, the Deposit in respect of the Back-Up Bid shall not be returned to the applicable bidder until the closing of the Successful Bid.

16. The Applicant shall provide information in respect of the SISP to consenting stakeholders who are party to support agreements with the Applicant (the "**Consenting Stakeholders**") on a confidential basis and who have agreed to not submit a bid in connection with the SISP, including (A) access to the data room, (B) copies (or if not provided to the Applicant in writing, a description) of any Qualified Bid, no later than one (1) calendar day following receipt thereof by the Applicant or its advisors and (C) such other information as reasonably requested by the Consenting Stakeholders or their respective legal counsel or financial advisors (including Piper Sandler Corp. and FTI Consulting Canada Inc. (collectively, the "**Lender FAs**")) or as necessary to keep the Consenting Stakeholders informed no later than one (1) calendar day after any such request or any material change to the proposed terms of any bid received, including any Qualified Bid, as to the terms of any bid, including any Qualified Bid, (including any changes to the proposed terms thereof) and the status and substance of discussions related thereto. The Financial Advisor shall consult with the Lender FAs in respect of the Applicant's conduct of the SISP and prior to the Applicant making decisions in respect of the SISP (and during an Auction include the Lender FAs in discussions with Qualified Bidders, where practicable).

17. The Applicant shall be permitted, in its discretion, to provide general updates and information in respect of the SISP to counsel to any creditor (each a "**Creditor**") on a confidential basis, upon: (a) the irrevocable confirmation in writing from such counsel that the applicable Creditor will not submit any bid in the SISP; and (b) counsel to such Creditor executing confidentiality agreements with the Applicant, in form and substance satisfactory to the Applicant and the Monitor.

18. Any amendments to this SISP may only be made by the Applicant with the written consent of the Monitor, or by further order of the Court, provided that the Applicant shall not amend the requirements specified in Subsections 7(a), (b), (c), (d)), (e)(i), (e)(ii), (e)(iv), (f), (k) or (n) without the prior written consent of the Stalking Horse Purchaser, acting reasonably.

SCHEDULE "A": AUCTION PROCEDURES

1. Auction. If the Applicant receives at least one Qualified Bid (other than the Stalking Horse Bid), the Applicant will conduct and administer the Auction in accordance with the terms of the SISP. Instructions to participate in the Auction, which will take place via video conferencing, will be provided to Qualified Parties (as defined below) not less than 24 hours prior to the Auction.

2. Participation. Only parties that provided a Qualified Bid by the Qualified Bid Deadline, including, for greater certainty, the Stalking Horse Bid (collectively, the "**Qualified Parties**" and each a "**Qualified Party**"), shall be eligible to participate in the Auction. No later than 5:00 p.m. Eastern Time on the day prior to the Auction, each Qualified Party must inform the Applicant and the Monitor in writing whether it intends to participate in the Auction. The Applicant will promptly thereafter inform in writing each Qualified Party who has expressed its intent to participate in the Auction of the identity of all other Qualified Parties that have indicated their intent to participate in the Auction. If no Qualified Party (including the Stalking Horse Purchaser) provides such expression of intent, the highest or otherwise best Qualified Bid as determined by the Applicant, in consultation with the Monitor, shall be designated as the Successful Bid (as defined below).

3. Auction Procedures. The Auction shall be governed by the following procedures:

a. **Attendance.** Only the Applicant, the Qualified Parties, the Monitor, and Consenting Stakeholders, and each of their respective advisors will be entitled to attend the Auction, and only the Qualified Parties will be entitled to make any Overbids (as defined below) at the Auction;

b. **No Collusion.** Each Qualified Party participating at the Auction shall be required to confirm on the record at the Auction that: (a) it has not engaged in any collusion with respect to the Auction and the bid process; and (b) its bid is a good-faith *bona fide* offer, it is irrevocable and it intends to consummate the proposed transaction if selected as the Successful Bid (as defined below);

c. **Minimum Overbid and Back-Up Bid.** The Auction shall begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the Applicant, in consultation with the Monitor (the "**Initial Bid**"), and any bid made at the Auction by a Qualified Party subsequent to the Applicant's announcement of the Initial Bid (each, an "**Overbid**"), must proceed in minimum additional cash increments of US$1,000,000, and all such Overbids shall be irrevocable until closing of the Successful Bid; provided, that if such Overbid is not selected as the Successful Bid or as the Back-Up Bid (if any) it shall only remain irrevocable until selection of the Successful Bid;

d. **Bidding Disclosure.** The Auction shall be conducted such that all bids will be made and received in one group video-conference, on an open basis, and all Qualified Parties will be entitled to be present for all bidding with the understanding that the true identity of each Qualified Party will be fully disclosed to all other Qualified Parties and that all material terms of each

subsequent Qualified Bid will be fully disclosed to all other Qualified Parties throughout the entire Auction; provided, however, that the Applicant, in its discretion, may establish separate video conference rooms to permit interim discussions among the Applicant, the Monitor and individual Qualified Parties with the understanding that all formal bids will be delivered in one group video conference, on an open basis;

e. **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each participating Qualified Party has had the opportunity to submit an Overbid with full knowledge and confirmation of the then-existing highest or otherwise best bid and no Qualified Party submits an Overbid; and

f. **No Post-Auction Bids**. No bids will be considered for any purpose after the Successful Bid has been designated, and therefore the Auction has concluded.

Selection of Successful Bid

4. Selection. During the Auction, the Applicant, in consultation with the Monitor, will: (a) review each subsequent Qualified Bid, considering the factors set out in Section 8 of the SISP and, among other things, (i) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same, (ii) the value of any assumption of liabilities or waiver of liabilities not otherwise accounted for in (i) above, (iii) the likelihood of the Qualified Party's ability to close a transaction by not later than the Outside Date (including factors such as: the transaction structure and execution risk; conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals), (iv) the likelihood of the Court's approval of the Successful Bid, (v) the net benefit to the Applicant and its stakeholders and (vi) any other factors the directors or officers of Applicant may, consistent with their fiduciary duties, reasonably deem relevant; and (b) identify the highest or otherwise best bid received at the Auction (the "**Successful Bid**" and the Qualified Party making such bid, the "**Successful Party**").

5. Acknowledgement. The Successful Party shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made within one business day of the Successful Bid being selected as such, unless extended by the Applicant in its sole discretion, subject to the milestones set forth in Section 7 of the SISP.

SCHEDULE "B": E-MAIL ADDRESSES FOR DELIVERY OF BIDS

To the counsel for the Applicant:

rjacobs@cassels.com; jdietrich@cassels.com; jroy@cassels.com; cground@cassels.com; jbornstein@cassels.com; pdublin@akingump.com; skuhn@akingump.com; emcgrady@akingump.com; mlahaie@akingump.com; alaves@akingump.com

with a copy to the Financial Advisor:

baird@pjtpartners.com; daniel.degosztonyi@pjtpartners.com

and with a copy to the Monitor and counsel to the Monitor:

dsieradzki@ksvadvisory.com; ngoldstein@ksvadvisory.com; boneill@goodmans.ca; carmstrong@goodmans.ca

SCHEDULE C
APPROVAL AND VESTING ORDER

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE ●	)	WEEKDAY, THE #
	)	
JUSTICE ●	)	DAY OF MONTH, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

(the "**Applicant**")

APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order approving the sale transaction (the "**Transaction**") contemplated by an asset purchase agreement between the Applicant and Bank of Montreal (the "**Buyer**"), dated [●], 2023 (the "**Asset Purchase Agreement**") and vesting in the Buyer the Applicant's right, title, and interest in and to the Purchased Assets as defined in the Asset Purchase Agreement was heard this day by judicial videoconference via Zoom.

ON READING the Affidavit of Shawn Stewart, sworn [●], 2023, and the Exhibits thereto, the [●] report of KSV Restructuring, Inc. ("**KSV**") in its capacity as the court-appointed monitor of the Applicant (the "[●] **Report**"), and such further materials as counsel may advise, and on hearing the submissions of counsel to the Applicant, counsel to the Monitor, counsel to the Buyer and counsel to [NAMES], and no one else appearing for any other party on the Service List although duly served as appears from the affidavit of service of [●] sworn [●], 2023, filed:

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used herein that are otherwise not defined shall have the meaning ascribed to them in the Asset Purchase Agreement and/or the Amended and Restated Initial Order made in these proceedings on March [●], 2023 (the "**A&R Initial Order**"), as applicable.

APPROVAL OF TRANSACTION

3. **THIS COURT ORDERS AND DECLARES** that the Asset Purchase Agreement and the Transaction is hereby approved and the execution of the Asset Purchase Agreement by the Applicant is hereby authorized and approved, with such minor amendments as the Applicant, with the consent of the Monitor, may deem necessary. The Applicant is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Buyer and the assumption of the Assumed Liabilities.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Applicant to proceed with the Transaction and that no shareholder or other approvals shall be required in connection therewith.

5. **THIS COURT ORDERS** that the Applicant is authorized and directed to perform its obligations under the Asset Purchase Agreement and any ancillary documents related thereto.

VESTING OF THE PURCHASED ASSETS

6. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor's certificate to the Applicant (or its counsel) and to the Buyer (or its counsel) substantially in the form attached as **Schedule "A"** hereto (the "**Monitor's Certificate**"), all of the Applicant's right, title and interest in and to the Purchased Assets shall vest absolutely in the Buyer, free and clear of and from (a) the Excluded Claims; and (b) any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or

otherwise, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order, A&R Initial Order, the SISP Order, or any other orders made in these CCAA proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system in any province or territory in Canada or the Civil Code of Quebec, including without limitation those registrations listed on **Schedule "B"** hereto; (iii) all Taxes assessed or that could be assessed, and any Claims or Encumbrances relating thereto, in respect of the Applicant or its business, property, and assets; and (iv) those claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances, listed on **Schedule "D"**), and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

7. **THIS COURT ORDERS** that all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements, or commitments of any kind whatsoever that are held by any Person that are convertible or exchangeable for any shares in the capital of Travel Services, or otherwise relating thereto, shall be deemed terminated and cancelled.

8. **THIS COURT ORDERS** that except as expressly contemplated in the Asset Purchase Agreement and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA (or such other amount as agreed upon between the Buyer and the counterparty to the Assumed Contract), all Assumed Contracts will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and completion of the Transaction, and no Person who is a party to an Assumed Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement, and no automatic termination or termination upon notice will have any validity or effect by reason of:

(a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicant, or any of their Affiliates);

(b) the insolvency of the Applicant, or any of its Affiliates, or the fact that the Applicant or any affiliate sought or obtained relief under the CCAA or any of their Affiliates sought or obtained any relief under Chapter 11 of the U.S. Bankruptcy Code;

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Asset Purchase Agreement or to effect the Transaction, or the provisions of this Order, or of any other Order of this Court in this CCAA proceeding, or any Order of the U.S. Bankruptcy Court under the Bankruptcy Code in respect of an Affiliate of the Applicant; or

(d) any transfer or assignment, or any change of control of Travel Services arising from the Asset Purchase Agreement or the Transaction or the provisions of this Order.

9. **THIS COURT ORDERS** that, as of the Effective Time and subject to the payment of any amounts required to be paid pursuant to Section 11.3 of the CCAA, (or such other amount as agreed upon between the Buyer and the counterparty to the Assumed Contract) all Persons shall be deemed to have waived any and all defaults of the Applicant then existing or previously committed by the Applicant, or caused by the Applicant, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or implied, in any Assumed Contract arising directly or indirectly from the insolvency of the Applicant, the filing by the Applicant under the CCAA, the Asset Purchase Agreement or the Transaction, including, without limitation, any of the matters or events listed in paragraph 9 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under an Assumed Contract shall be deemed to have been rescinded and of no further force or effect.

10. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against the Buyer relating in any way to the Excluded Assets, Excluded Liabilities, Excluded Contracts, any Encumbrances (other than Permitted

Encumbrances), and any other claims, obligations, and other matters that are waived, released, expunged or discharged pursuant to this Order.

11. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Encumbrances, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Monitor's Certificate all Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

12. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof to the Applicant and the Buyer, or to their respective counsel.

13. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Applicant and the Buyer regarding the fulfilment or waiver of conditions to closing under the Asset Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

RESERVE ACCOUNT

14. **THIS COURT ORDERS** that, without limiting anything herein, Buyer shall acquire at the Effective Time all of the Applicant's right, title, interest, and powers, and assume all obligations, in, to, and under the Reserve Agreement and Security Agreement, and all accounts, deposits, funds and monies subject thereto including, for greater certainty, in respect of or related to the RBC Accounts and: (i) all Investments that are at any time or from time to time deposited with or specifically assigned to RBC or its agent by the Applicant for the purposes of the Reserve Agreement and all Investments derived from the Investment of any monies or other Investments which, in each case, are part of the Reserve Fund (as defined in the Reserve Agreement); (ii) without limiting (i), the right of the Applicant to be paid or receive any and all Redemption Fees (as defined in the Reserve Agreement) payable at any time or from time to time thereunder; (iii) all substitutions, accretions and additions to any of the monies or Investments described in the foregoing, including without limitation, all interest, dividends or other amounts earned or derived therefrom; (iv) all certificates and instruments evidencing the foregoing; (v) all proceeds of any of the foregoing of any nature and kind including, without limitation, goods, intangibles, documents of title, instruments, investment property, or other personal property; and (vi) goods, intangibles, documents of title, instruments, investment property, or other personal property and any other

assets or property forming part of the Reserve Fund, in each case free and clear of all Claims and Encumbrances whatsoever save and except for the Permitted Encumbrance in favour of RBC.

PIPEDA

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Monitor and the Applicant are authorized and permitted to disclose and transfer to the Buyer all human resources and payroll information in the Applicant's records pertaining to the Applicant's past and current employees. The Buyer shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Applicant.

16. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy or receivership order now or hereinafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "***BIA***") or other applicable legislation, in respect of the Applicant or its property, and any bankruptcy or receivership order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of the Applicant,

the entering into of the Asset Purchase Agreement and the vesting of the Purchased Assets in the Buyer pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

REPAYMENT OF DIP FACILITY

17. **THIS COURT ORDERS** that concurrently with or immediately following delivery of the Monitor's Certificate, the Applicant shall indefeasibly and irrevocably repay, or cause to be repaid, in full in cash all obligations owing under the DIP Term Sheet (the "**DIP Distribution**") and that the Applicant is authorized to sign a direction at the time of closing the Transaction, in a form

acceptable to the Monitor, irrevocably authorizing the Buyer to pay the DIP Distribution directly to the DIP Lender. The DIP Distribution shall be free and clear of all Encumbrances and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, a transfer at undervalue, a fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation. Following payment of the DIP Distribution in accordance with this paragraph, the DIP Lenders' Charge shall be automatically released and terminated without any further action.

PAYMENT TO FINANCIAL ADVISOR

18. **THIS COURT ORDERS** that concurrently with or immediately following delivery of the Monitor's Certificate, the Applicant shall indefeasibly and irrevocably pay, or cause to be paid, in full in cash all obligations owing to the Financial Advisor as secured by the Financial Advisor Charge (the "**Financial Advisor Payment**"). The Financial Advisor Payment shall be free and clear of all Encumbrances and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicant and shall not be void or voidable by creditors of the Applicant, nor shall it constitute nor be deemed to be a fraudulent preference, a transfer at undervalue, a fraudulent conveyance or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation. Following payment of the Financial Advisor Payment, the Financial Advisor Charge shall be automatically released and terminated without any further action.

RELEASES AND OTHER PROTECTIONS

19. **THIS COURT ORDERS** that, effective as of the Closing Time, (a) the current and former directors, officers, employees, legal counsel, agents and advisors of the Applicant and LoyaltyOne Travel Services Co./Cie Des Voyages ("**Travel Services**") (other than Joseph L. Motes III and any other person who, at any time after November 5, 2021, has also served as a director, officer, or employee of (i) Bread Financial Holdings, Inc. f/k/a Alliance Data Systems Corporation ("**Bread**") or (ii) any other entity that, at any time after November 5, 2021, was or is a direct or indirect subsidiary of Bread); (b) the Monitor and its legal counsel and their respective present and former directors, officers, partners, employees, agents and advisors; (c) the Buyer, its

affiliates, and their respective current and former directors, officers, employees, agents, legal counsel and advisors; (d) the DIP Lender, its affiliates, and their respective current and former directors, officers, employees, agents, legal counsel and advisors; and (e) the Consenting Stakeholders and their respective current and former directors, officers, employees, legal counsel, agents and advisors (in such capacities, collectively, the "**Released Parties**" and each a "**Released Party**", which for greater certainty, do not include the Applicant or Travel Services) shall be deemed to be forever irrevocably released by the Releasing Parties (as hereinafter defined) and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing Time or undertaken or completed in connection with, in respect of, relating to, or arising out of (i) the Applicant, Travel Services, the business, operations, assets, property and affairs of the Applicant or Travel Services, wherever or however conducted or governed, the administration and/or management of the Applicant or Travel Services, or this CCAA Proceeding, or (ii) the Asset Purchase Agreement, the Closing Documents, the Transaction Support Agreement, any agreement, document, instrument, matter or transaction involving the Applicant or Travel Services arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, subject to the excluded matters below, the "**Released Claims**"), which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar (x) any claim against a Released Party that is not permitted to be released pursuant to section 5.1(2) of the CCAA or claim with respect to any act or omission that is finally determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, or (y) any obligations of any of the Released Parties under or pursuant to the Asset Purchase Agreement, the Closing Documents, the Transaction Support Agreement, the Definitive Documents and/or any agreement, document, instrument, matter or transaction involving the Applicant or Travel Services entered into pursuant to the foregoing. "**Releasing Parties**" means any and all Persons (other than the Applicant and Travel Services and their respective current and former affiliates), and their current and former affiliates, current and former members, directors, managers, officers,

investment committee members, special committee members, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, participants, subsidiaries, affiliates, partners, limited partners, general partners, affiliated investment funds or investment vehicles, managed accounts or funds, and each of their respective current and former members, equity holders, officers, directors, managers, principals, members, management companies, advisory board members, investment fund advisors or managers, employees, agents, trustees, investment managers, financial advisors, partners, legal counsel, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

20. **THIS COURT ORDERS** that, effective as of the Closing Time, the Released Parties shall be deemed to be forever irrevocably released by each of the Applicant and Travel Services, and discharged from, any and all Released Claims held by the Applicant or Travel Services as of the Closing Time, which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; *provided* that, nothing in this paragraph shall waive, discharge, release, cancel or bar (a) any claim against a Released Party that is not permitted to be released pursuant to section 5.1(2) of the CCAA or claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence; or (b) any obligations of any of the Released Parties under or in connection with the Asset Purchase Agreement, the Closing Documents, the Transaction Support Agreement, the Definitive Documents and/or any agreement, document, instrument, matter or transaction involving the Applicant or Travel Services arising in connection with or pursuant to any of the foregoing.

21. **THIS COURT ORDERS** that any Claim that is not released pursuant to clause (x) of paragraph 19 or clause (a) of paragraph 20 of this Order shall be irrevocably and forever limited solely to recovery from the proceeds of any insurance policies payable on behalf of the Applicant or Travel Services or their Directors and Officers in respect of any such Claim (each an "**Insurance Policy**"), and such claimants shall have no right to, and shall not, directly or indirectly, make any claim or seek any recoveries from any of the Directors or Officers in respect of any such Claim, other than enforcing their rights to be paid from the proceeds of the applicable insurance policies available to the Applicant or Travel Services. Nothing contained in this Order prejudices, compromises, releases or otherwise affects any right, defence or obligation of any insurer in respect of an Insurance Policy.

22. **THIS COURT ORDERS** that nothing in this Order shall (i) prejudice, compromise, release, waive, discharge, cancel, bar or otherwise affect any present or future claim, liability, indebtedness, demand, action, cause of action, counterclaim, suit, damage, judgment, execution, recoupment, debt, sum of money, expense, account, lien, tax, recovery, and obligation of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) against or in respect of Joseph L. Motes III and any other person who, at any time after November 5, 2021, has also served as a director, officer, or employee of (a) Bread or (b) any other entity that, at any time after November 5, 2021, was or is a direct or indirect subsidiary of Bread (collectively, the "**Excluded Parties**" and each, an "**Excluded Party**"), which Excluded Parties, for greater certainty, shall not be, and shall not be deemed to be, Released Parties, or (ii) limit recovery against any Excluded Party to the proceeds of any insurance policies.

GENERAL

23. **THIS COURT ORDERS AND DECLARES** that the Applicant, the Monitor or the Buyer may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

24. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

25. **THIS COURTS ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order without any need for filing or entry.

Schedule "A" – Form of Monitor's Certificate

Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO. (the "**Applicant**")

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice [●] of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated [●], 2023 (as amended and restated, and as may be further amended and restated from time to time, the "**Initial Order**"), KSV Restructuring, Inc. was appointed as monitor of the Applicant (in such capacity, the "**Monitor**") in proceedings commenced by the Applicant under the *Companies' Creditors Arrangement Act*.

B. Pursuant to the Approval and Vesting Order of the Court dated [●], 2023 (the "**Approval and Vesting Order**"), the Court approved the Asset Purchase Agreement between the Applicant and Bank of Montreal (the "**Buyer**") dated [●], 2023 (the "**Asset Purchase Agreement**"), providing for the vesting in the Buyer of all of the Applicant's right, title and interest in and to all of the Purchased Assets (as defined in the Asset Purchase Agreement), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Buyer (or its counsel) and the Applicant (or its counsel) of this Monitor's Certificate.

C. Unless otherwise indicated or defined herein, capitalized terms used in this Monitor's Certificate shall have the meanings given to them in the Approval and Vesting Order and/or the Asset Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The conditions to Closing set forth in the Asset Purchase Agreement have been satisfied or waived by the Applicant and the Buyer, as applicable.

2. The Buyer has paid and the Applicant has received the Purchase Price, subject to applicable adjustments (if any), for the Purchased Assets payable on the Closing Date pursuant to the Asset Purchase Agreement and/or the Approval and Vesting Order.

3. The Transaction has been completed to the satisfaction of the Applicant, the Monitor and the Buyer, respectively.

DATED at Toronto, Ontario this _____ day of _____, 2023.

KSV RESTRUCTURING INC., solely in its capacity as Monitor of the Applicant and not in its personal capacity

Per: _____

Name:

Title:

Schedule "B" – PPSA Registrations to be Released

- *Personal Property Security Act* (Ontario) financing statement filed against the Applicant with registration number 20211027 1316 1590 1370 and reference file number 777686328 in favour of Bank of America, N.A., as Administrative Agent;

- *Personal Property Security Act* (Alberta) financing statement filed against the Applicant with registration number 21102717456 in favour of Bank of America, N.A., as Administrative Agent; and

- *Personal Property Security Act* (Nova Scotia) financing statement filed against the Applicant with registration number 35343458 in favour of Bank of America, N.A., as Administrative Agent.

Schedule “C” – Encumbrances

- Encumbrances granted by the Applicant pursuant to, and in connection with, the Credit Agreement and the other Loan Documents (as defined therein).

Schedule “D” – Permitted Encumbrances

1. Encumbrances in respect of the Reserve Agreement and the Security Agreement;

2. Encumbrances with respect to trust accounts required to be maintained by or for Travel Services under Applicable Law of the provincial travel and insurance regulators;

3. Encumbrances contained within any Assumed Contracts in favour of the counterparties to such Assumed Contracts;

4. Encumbrances associated with, and financing statements evidencing, the rights of equipment lessors under any of the Personal Property Leases that are registered under the PPSA;

5. Encumbrances in favour of the DIP Lender;

6. Encumbrances disclosed in a disclosure letter;

7. to the extent not included in the Encumbrances listed in #2 above in this Schedule “D”, normal and customary rights of setoff or compensation upon deposits in favour of depository institutions, and liens of a collecting bank on cheques and other payment items in the course of collection; and

8. the right reserved to or vested in any municipality or government, or to any statutory or public authority, by the terms of any lease, license, franchise, grant or permit acquired by the Applicant or any statutory provision to terminate any such lease, license, franchise, grant or permit, or to require annual or other periodic payments as a condition to the continuance thereof.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

Court File No. ●

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

APPROVAL AND VESTING ORDER

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Lawyers for the Applicant

SCHEDULE D
INITIAL ORDER

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 10th
	)	
JUSTICE CONWAY	)	DAY OF MARCH, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

(the "**Applicant**")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an Initial Order was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Shawn Stewart sworn March **[●]**, 2023 and the Exhibits thereto (the "**Stewart Affidavit**") and the pre-filing report dated March **[●]**, 2023 of the proposed monitor, KSV Restructuring Inc. ("**KSV**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, the proposed monitor, and the other parties listed on the counsel slip and no one appearing for any other party although duly served as appears from the affidavit of service of Alec Hoy sworn March **[●]**, 2023, and on reading the consent of KSV to act as the Monitor,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Stewart Affidavit.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and the Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the Stewart Affidavit or, with the prior written consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**"), and that any present or future bank providing the Cash Management System shall: (i) not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System; (ii) be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System; and (iii) be, in its capacity as provider of the Cash Management System, an unaffected creditor under a plan (if any) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable prior to, on, or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) with the prior written consent of the Monitor, amounts owing for goods and services actually supplied to the Applicant, including, without limiting the foregoing, services provided by contractors, prior to the date of this Order, with the Monitor considering, among other factors, whether: (i) the supplier or service provider is essential to the Business and ongoing operations of the Applicant and the payment is required to ensure ongoing supply; (ii) making such payment will preserve, protect or enhance the value of the Applicant's Property or the Business; and (iii) the supplier or service provider is required to continue to provide goods or services to the Applicant after the date of this Order, including pursuant to the terms of this Order;

(c) the fees and disbursements of any Assistants retained or employed by the Applicant, at their standard rates and charges;

(d) all outstanding and future amounts related to honouring Collector obligations, whether existing before or after the date of this Order, including customer loyalty and reward programs, incentives, offers and benefits, in each case incurred in the ordinary course of business and consistent with existing policies and procedures; and

(e) any amounts required to comply with the Reserve Agreement.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicant on or following the date of this Order.

8. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of: (i) employment insurance; (ii) Canada Pension Plan; (iii) Quebec Pension Plan; and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicant or the making of this Order) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, monthly in equal payments on the first day of each month, in advance (but not in arrears) or, with the prior written consent of the Monitor, at such other time intervals and dates as may be agreed to between the Applicant and landlord, in the amounts set out in the applicable lease. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (ii) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Applicant's Property; and (iii) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA, have the right to:

(a) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

(b) pursue all avenues of refinancing of its Business or the Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business.

NO PROCEEDINGS AGAINST THE LOYALTYONE ENTITIES, THEIR BUSINESS OR THEIR PROPERTY

12. **THIS COURT ORDERS** that until and including March 20, 2023 (the "**Initial Stay Period**"), or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**", and collectively, "**Proceedings**") shall be commenced or continued against or in respect of the Applicant, its wholly owned subsidiary LoyaltyOne Travel Services Co./Cie Des Voyages LoyaltyOne ("**Travel Services**" and together with the Applicant, the "**LoyaltyOne Entities**") or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, or the business or property of Travel Services, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the LoyaltyOne Entities or affecting the Business or the Property, or the business or property of Travel Services, are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicant and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

13. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the LoyaltyOne Entities or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, or the business or property of Travel Services, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower any of the LoyaltyOne Entities to carry on any business which it is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

14. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by any of the LoyaltyOne Entities, except with the prior written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

15. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the LoyaltyOne Entities or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll and benefit services, accounting services, insurance, transportation services, utility, or other services, to the Business or any of the LoyaltyOne Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by any of the LoyaltyOne Entities or exercising any other remedy provided under the agreements or arrangements, and that any of the LoyaltyOne Entities shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the applicable LoyaltyOne Entities in accordance with the normal payment practices of the applicable LoyaltyOne Entities or such other

practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

16. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

17. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by Subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the LoyaltyOne Entities other than Joseph L. Motes III and any other person who, at any time after November 5, 2021, has served as a director, officer, or employee of (i) Bread Financial Holdings, Inc. f/k/a Alliance Data Systems Corporation ("**Bread**") or (ii) any other entity that, at any time after November 5, 2021, was or is a direct or indirect subsidiary of Bread) (the "**Directors and Officers**") with respect to any claim against the Directors and Officers that arose before the date hereof and that relates to any obligations of any of the LoyaltyOne Entities whereby the Directors and Officers are alleged under any law to be liable in their capacity as the Directors and Officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

18. **THIS COURT ORDERS** that the Applicant shall indemnify the Directors and Officers against obligations and liabilities that they may incur as a director or officer of any of the LoyaltyOne Entities after the commencement of the within proceedings, except to the extent that, with respect to any Director or Officer, the obligation or liability was incurred as a result of such Director's or Officer's gross negligence or wilful misconduct (the "**D&O Indemnity**").

19. **THIS COURT ORDERS** that the Directors and Officers shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $10,521,000, unless permitted by further Order of this Court,

as security for the D&O Indemnity provided in paragraph 18 of this Order. The Directors' Charge shall have the priority set out in paragraphs 30 and 32 hereof.

20. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary: (i) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (ii) the Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 18 of this Order.

APPOINTMENT OF MONITOR

21. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

22. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicant's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the Chapter 11 Cases and such other matters as may be relevant to the proceedings herein;

(c) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(d) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(e) perform such other duties as are required by this Order or by this Court from time to time.

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

24. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

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

26. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor, its directors, officers, employees, counsel and other representatives acting in such capacities shall incur no liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this

Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.

27. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Applicant, PJT Partners LP in its capacity as financial advisor to the Applicant (the "**Financial Advisor**"), and Alvarez & Marsal Inc. in its capacity as operational and restructuring advisor to the Applicant (the "**Restructuring Advisor**") shall be paid their reasonable fees and disbursements, whether incurred prior to, on or subsequent to the date of this Order, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Applicant, the Financial Advisor, and the Restructuring Advisor on a bi-weekly basis.

28. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

29. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, the Applicant's counsel, the Financial Advisor and the Restructuring Advisor shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $2,000,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such advisors, both before and after the making of this Order, provided however that any Transaction Fee earned by the Financial Advisor shall not be secured by the Administration Charge. The Administration Charge shall have the priority set out in paragraphs 30 and 32 hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

30. **THIS COURT ORDERS** that the priorities of the Administration Charge and the Directors' Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $2,000,000); and

Second – Directors' Charge (to the maximum amount of $10,521,000).

31. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as

against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

32. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person notwithstanding the order of perfection or attachment; provided that the Charges shall rank behind Encumbrances in favour of (i) any Person with a properly perfected purchase money security interest under the *Personal Property Security Act* (Ontario) or such other applicable legislation, including without limitation Wells Fargo Equipment Finance Company, (ii) the Reserve Trustee in respect of the Reserve Security, and (iii) any Person that has not been served with notice of the application for this Order. The Applicant and the beneficiaries of the Charges shall be entitled to seek priority of the Charges ahead of any Encumbrances over which the Charges may not have obtained priority pursuant to this Order on a subsequent motion including, without limitation, on the Comeback Date (as defined below), on notice to those Persons likely to be affected thereby.

33. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court on notice to parties in interest, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor and the beneficiaries of the Administration Charge and the Directors' Charge, or further Order of this Court.

34. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(c) the payments made by the Applicant pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

35. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property lease.

SERVICE AND NOTICE

36. **THIS COURT ORDERS** that, subject to paragraph 37, the Monitor shall: (i) without delay, publish in the *National Post (National Edition)*, a notice containing the information prescribed under the CCAA in the form attached as Exhibit "Q" to the Stewart Affidavit (the "**Notice**"); and (ii) within five (5) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a copy of the Notice to every known creditor who has a claim against the Applicant of more than $1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Subsection 23(1)(a) of the *CCAA* and the regulations made thereunder.

37. **THIS COURTS ORDERS** that, notwithstanding paragraph 36 of this Order, Subsection 23(1)(a) of the *CCAA*, and the regulations made thereunder, with respect to consumers enrolled in the AIR MILES® Reward Program holding reward miles balances that would entitle them to redeem for items with a value of at least $1,000 (the "**Specified Collectors**"), the Monitor: (i) may satisfy the notice obligation in paragraph 36 (B) hereof by (A) causing the Applicant to email a copy of the Notice to the Specified Collectors at the current email address in the Applicant's records, or, if the Applicant does not have a current email address, (B) publishing the Notice in the manner set out in paragraph 36 hereof and on the website set out in paragraph 38 hereof; and (ii) subject to further Order of the Court, shall not publish information it receives about the

Specified Collectors from the Applicant, shall treat such information as confidential, and shall exclude such information from the list of creditors set out in paragraph 36 hereof.

38. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*, R.R.O. 1990. Reg. 194, as amended (the "**Rules of Civil Procedure**"). Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: https://www.ksvadvisory.com/experience/case/loyaltyone.

39. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide or the CCAA and the regulations thereunder is not practicable, the Applicant, the Monitor and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Applicant's creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown in the books and records of the Applicant and that any such service or distribution shall be deemed to be received on the earlier of (i) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (ii) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern; or (iii) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

40. **THIS COURT ORDERS** that the Applicant, the Monitor and each of their respective counsel are at liberty to serve or distribute this Order, and any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message (including by e-mail) to the Applicant's creditors or other interested parties and their advisors, as applicable. For greater certainty, any such service or distribution shall be deemed to be in satisfaction of a legal or judicial obligation,

and notice requirements within the meaning of Subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

41. **THIS COURT ORDERS** that, except with respect to the Comeback Hearing (as defined below), and subject to further Order of this Court in respect of urgent motions, any interested party wishing to object to the relief sought in a motion brought by the Applicant or the Monitor in these CCAA proceedings shall, subject to further order of this Court, provide the service list in these proceedings (the "**Service List**") with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. (Eastern Time) on the date that is two (2) days prior to the date such motion is returnable (the "**Objection Deadline**"). The Monitor shall have the ability to extend the Objection Deadline after consultation with the Applicant.

COMEBACK HEARING

42. **THIS COURT ORDERS** that the comeback motion in these CCAA proceedings shall be heard on March **[●]**, 2023 (the "**Comeback Hearing**").

GENERAL

43. **THIS COURT ORDERS** that any interested party (including the Applicant) may apply to this Court to vary or amend this Order on not less than five (5) calendar days' notice to the Service List and any other party or parties likely to be affected by the Order sought; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 30 and 32 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

44. **THIS COURT ORDERS** that, notwithstanding paragraph 43 of this Order, the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties hereunder or in the interpretation of this Order.

45. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

46. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

47. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

48. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

Court File No. [●]

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

INITIAL ORDER

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Lawyers for the Applicant

SCHEDULE E
A&R INITIAL ORDER

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEEKDAY, THE #
	)	
JUSTICE CONWAY	)	DAY OF MARCH, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

(the "**Applicant**")

AMENDED AND RESTATED INITIAL ORDER

(Amending Initial Order Dated March 10, 2023)

THIS MOTION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an Amended and Restated Initial Order was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Shawn Stewart sworn March **[●]**, 2023 and the Exhibits thereto (the "**Stewart Affidavit**"), the Pre-Filing Report of KSV Restructuring Inc. ("**KSV**") as the proposed monitor dated **[●]**, and the first report of KSV as the Court-appointed monitor of the Applicant (in such capacity, the "**Monitor**") dated March **[●]**, 2023, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, the Monitor, and the other parties listed on the counsel slip and no one appearing for any other party although duly served as appears from the affidavit of service of Alec Hoy sworn March **[●]**, 2023, and on reading the consent of KSV to act as the Monitor,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Stewart Affidavit.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and the Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the Stewart Affidavit or, with the prior written consent of the Monitor and the DIP Lender, and on prior notice to the Consenting Stakeholders (as defined in the Transaction Support Agreement) replace it with another substantially similar central cash management system (the "**Cash Management System**"), and

that any present or future bank providing the Cash Management System shall: (i) not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System; (ii) be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System; and (iii) be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan (if any) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that, subject to the terms of the Definitive Documents (as hereinafter defined), the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable prior to, on, or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) with the prior written consent of the Monitor, amounts owing for goods and services actually supplied to the Applicant, including, without limiting the foregoing, services provided by contractors, prior to the date of this Order, with the Monitor considering, among other factors, whether: (i) the supplier or service provider is essential to the Business and ongoing operations of the Applicant and the payment is required to ensure ongoing supply; (ii) making such payment will preserve, protect or enhance the value of the Applicant's Property or the Business; and (iii) the supplier or service provider is required to continue to provide goods or services to the Applicant after the date of this Order, including pursuant to the terms of this Order;

(c) the fees and disbursements of any Assistants retained or employed by the Applicant, at their standard rates and charges;

(d) all outstanding and future amounts related to honouring Collector obligations, whether existing before or after the date of this Order, including customer loyalty and reward programs, incentives, offers and benefits, in each case incurred in the ordinary course of business and consistent with existing policies and procedures; and

(e) any amounts required to comply with the terms of the Reserve Agreement.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and subject to the terms of the Definitive Documents, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicant on or following the date of this Order.

9. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of: (i) employment insurance; (ii) Canada Pension Plan; (iii) Quebec Pension Plan; and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicant or the making of this Order) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, monthly in equal payments on the first day of each month, in advance (but not in arrears) or, with the prior written consent of the Monitor, at such other time intervals and dates as may be agreed to between the Applicant and landlord, in the amounts set out in the applicable lease. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. **THIS COURT ORDERS** that, except as specifically permitted herein and subject to the Definitive Documents, the Applicant is hereby directed, until further Order of this Court: (i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (ii) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Applicant's Property; and (iii) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and subject to the terms of the Definitive Documents, have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding $**[●]** in any one transaction or $**[●]** in the aggregate;

(b) in accordance with paragraphs 12 and 13 of this Order, vacate, abandon or quit any leased premises and/or disclaim any real property lease and any ancillary agreements relating to the leased premises in accordance with Section 32 of the CCAA;

(c) disclaim such other arrangements or agreements of any nature whatsoever with whomever, whether oral or written, as the Applicant deems appropriate, in accordance with Section 32 of the CCAA;

(d) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

(e) pursue all avenues of refinancing of its Business or the Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business.

13. **THIS COURT ORDERS** that the Applicant shall provide each relevant landlord with notice of its intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicant disclaims a lease governing a leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Subsection 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (i) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice; and (ii) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

TRANSACTION SUPPORT AGREEMENT

15. **THIS COURT ORDERS** that the Transaction Support Agreement is hereby approved and the Applicant is authorized and empowered to enter into the Transaction Support Agreement, nunc pro tunc, subject to such minor amendments as may be consented to by the Monitor and as may be acceptable to each of the parties thereto, and is authorized, empowered and directed to

take all steps and actions in respect of, and to comply with all of its obligations pursuant to, the Transaction Support Agreement.

16. **THIS COURT ORDERS** that, notwithstanding the Stay Period (as hereinafter defined), a counterparty to the Transaction Support Agreement may exercise any termination right that may become available to such counterparty pursuant to the Transaction Support Agreement, provided that such termination right must be exercised pursuant to and in accordance with the Transaction Support Agreement.

NO PROCEEDINGS AGAINST THE LOYALTYONE ENTITIES, THEIR BUSINESS OR THEIR PROPERTY

17. **THIS COURT ORDERS** that until and including May 18, 2023 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**", and collectively, "**Proceedings**") shall be commenced or continued against or in respect of the Applicant, its wholly owned subsidiary LoyaltyOne Travel Services Co./Cie Des Voyages LoyaltyOne ("**Travel Services**" and together with the Applicant, the "**LoyaltyOne Entities**") or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, or the business or property of Travel Services, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the LoyaltyOne Entities or affecting the Business or the Property, or the business or property of Travel Services, are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicant and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the LoyaltyOne Entities or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, or the business or property of Travel Services, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower any of the LoyaltyOne Entities to carry on any business which it is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory

body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

19. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by any of the LoyaltyOne Entities, except with the prior written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the LoyaltyOne Entities or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll and benefit services, accounting services, insurance, transportation services, utility, or other services, to the Business or any of the LoyaltyOne Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by any of the LoyaltyOne Entities or exercising any other remedy provided under the agreements or arrangements, and that any of the LoyaltyOne Entities shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the applicable LoyaltyOne Entities in accordance with the normal payment practices of the applicable LoyaltyOne Entities or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

NO PRE-FILING VS POST-FILING SET-OFF

22. **THIS COURT ORDERS** that, no Person shall be entitled to set off any amounts that: (i) are or may become due to the Applicant in respect of obligations arising prior to the date hereof with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the date of this Order; or (ii) are or may become due from the Applicant in respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the date of this Order, each without the consent of the Applicant and the Monitor or further order of this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by Subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the LoyaltyOne Entities other than Joseph L. Motes III and any other person who, at any time after November 5, 2021, has served as a director, officer, or employee of (i) Bread Financial Holdings, Inc. f/k/a Alliance Data Systems Corporation ("**Bread**") or (ii) any other entity that, at any time after November 5, 2021, was or is a direct or indirect subsidiary of Bread) (the "**Directors and Officers**") with respect to any claim against the Directors and Officers that arose before the date hereof and that relates to any obligations of any of the LoyaltyOne Entities whereby the Directors and Officers are alleged under any law to be liable in their capacity as the Directors and Officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

24. **THIS COURT ORDERS** that the Applicant shall indemnify the Directors and Officers against obligations and liabilities that they may incur as a director or officer of any of the LoyaltyOne Entities after the commencement of the within proceedings, except to the extent that, with respect to any Director or Officer, the obligation or liability was incurred as a result of such Director's or Officer's gross negligence or wilful misconduct (the "**D&O Indemnity**").

25. **THIS COURT ORDERS** that the Directors and Officers shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $15,409,000, unless permitted by further Order of this Court,

as security for the D&O Indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 46 and 48 hereof.

26. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary: (i) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (ii) the Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicant's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the Definitive Documents, the Chapter 11 Cases, and such other matters as may be relevant to the proceedings herein;

(c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to (i) Bank of Montreal in its capacity as interim lender (the "**DIP Lender**") under the DIP Financing Facility (as hereinafter defined), and (ii) such parties as may be entitled to receive same pursuant to the Transaction Support Agreement, its counsel as and when required or permitted under the Definitive Documents or otherwise requested by the parties entitled to receive such information, acting reasonably, of financial and other information as agreed to between the Applicant and the DIP Lender which may

be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel as and when required under the Definitive Documents, or as otherwise agreed to by the DIP Lender;

(e) advise the Applicant in its development of the Plan and any amendments to the Plan;

(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) monitor all payments, obligations and transfers as between the Applicant and its affiliates or subsidiaries;

(h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(j) perform such other duties as are required by this Order or by this Court from time to time.

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

30. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection,

conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

31. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant, the DIP Lender and the Consenting Stakeholders with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

32. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor, its directors, officers, employees, counsel and other representatives acting in such capacities shall incur no liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.

33. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Applicant, PJT Partners LP in its capacity as financial advisor to the Applicant (the "**Financial Advisor**"), and Alvarez & Marsal Inc. in its capacity as operational and restructuring advisor to the Applicant (the "**Restructuring Advisor**") shall be paid their reasonable fees and disbursements, whether incurred prior to, on or subsequent to the date of this Order, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Applicant, the Financial Advisor, and the Restructuring Advisor on a bi-weekly basis.

34. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

35. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, the Applicant's counsel, the Financial Advisor and the Restructuring Advisor shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $3,000,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such advisors, both before and after the making of this Order, provided however that any Transaction Fees earned by the Financial Advisor shall not be secured by the Administration Charge. The Administration Charge shall have the priority set out in paragraphs 46 and 48 hereof.

APPROVAL OF FINANCIAL ADVISOR AGREEMENT

36. **THIS COURT ORDERS** that the Agreement dated as of July 11, 2022 engaging the Financial Advisor and attached as Exhibit "R" to the Stewart Affidavit (the "**Financial Advisor Agreement**"), and the retention of the Financial Advisor under the terms thereof, is hereby ratified and approved and the Applicant is authorized and directed *nunc pro tunc* to make the payments contemplated thereunder when earned and payable in accordance with the terms and conditions of the Financial Advisor Agreement.

37. **THIS COURT ORDERS** that the Financial Advisor shall be entitled to the benefit of and is hereby granted a charge (the "**Financial Advisor Charge**") on the Property, which charge shall not exceed an aggregate amount of US$6,000,000, as security solely for the Transaction Fees earned and payable pursuant to the terms of the Financial Advisor Agreement. The Financial Advisor Charge shall have the priority set out in paragraphs 46 and 48 herein.

EMPLOYEE RETENTION PLANS

38. **THIS COURT ORDERS** that the Employee Retention Plans, as described in the Stewart Affidavit and attached as Exhibit "Q" to the Stewart Affidavit, is hereby approved and the Applicant is authorized to make the payments contemplated thereunder in accordance with the terms and conditions of the Employee Retention Plans.

39. **THIS COURT ORDERS** that the employee beneficiaries under the Employee Retention Plans shall be entitled to the benefit of and are hereby granted a charge (the "**Employee Retention Plans Charge**") on the Property, which charge shall not exceed an aggregate amount of $5,350,000, unless permitted by further Order of this Court, to secure any payments to the employee beneficiaries under the Employee Retention Plans. The Employee Retention Plans Charge shall have the priority set out in paragraphs 46 and 48 herein.

DIP FINANCING

40. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from the DIP Lender (the "**DIP Financing Facility**") in order to finance the Applicant's working capital requirements, make intercompany loans to Loyalty Ventures Inc. and other general corporate purposes and capital expenditures, all in accordance with the Definitive Documents, provided that borrowings under the DIP Financing Facility shall not exceed the aggregate principal amount of US$70,000,000, unless permitted by further Order of this Court. For the avoidance of doubt, no amounts owing by the Applicant to the DIP Lender or its affiliates, in any capacity, as of the date herein, shall be set off against any amounts available to the Applicant under the DIP Financing Facility.

41. **THIS COURT ORDERS** that the DIP Financing Facility shall be on the terms and subject to the conditions set forth in the term sheet entered into between the Applicant and the DIP Lender dated as of March **[9]**, 2023 and attached as Exhibit "P" to the Stewart Affidavit (the "**DIP Term Sheet**").

42. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, with the DIP Term Sheet, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order. Notwithstanding any other provision in this Order, all payments and other expenditures to be made by the Applicant to any Person (except the Monitor and its counsel) shall be in accordance with the terms of the Definitive Documents.

43. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Applicant's Property up to the maximum amount of US$70,000,000 (plus accrued and unpaid interest, fees and expenses) to secure amounts advanced under the DIP Financing Facility, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 46 and 48 hereof.

44. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence and during the continuance of an Event of Default (as defined in the DIP Term Sheet), whether or not there is availability under the DIP Financing Facility and notwithstanding any stay imposed by this Order: (i) without any notice to the Applicant, the Applicant shall have no right to receive any additional advances thereunder or other accommodation of credit from the DIP Lender except in the sole discretion of the DIP Lender; and (ii) the DIP Lender may immediately terminate the DIP Financing Facility and demand immediate payment of all obligations owing thereunder by providing such a notice and demand to the Applicant, with a copy to the Monitor;

(c) with the leave of the Court, sought on not less than three (3) business days' notice to the Applicant, the Consenting Stakeholders and the Monitor after the occurrence and during the continuance of an Event of Default, the DIP Lender shall have the right to enforce the DIP Lender's Charge and to exercise all other rights and remedies in respect of the obligations owing under the DIP Financing Facility and the DIP Lender's Charge; and

(d) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

45. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or

any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

46. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge, the Employee Retention Plans Charge, the Financial Advisor Charge, and the DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $3,000,000);

Second – Directors' Charge (to the maximum amount of $15,409,000);

Third – Employee Retention Plans Charge (to the maximum amount of $5,350,000);

Fourth – Financial Advisor Charge (to the maximum amount of US$6,000,000); and

Fifth – DIP Lender's Charge (to the maximum amount of US$70,000,000, plus accrued and unpaid interest, fees and expenses).

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

48. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person notwithstanding the order of perfection or attachment; provided that the Charges shall rank behind Encumbrances in favour of (i) any Person with a properly perfected purchase money security interest under the *Personal Property Security Act* (Ontario) or such other applicable legislation, including without limitation Wells Fargo Equipment Finance Company and (ii) the Reserve Trustee in respect of the Reserve Security.

49. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court on notice to parties in interest, the Applicant shall not grant any

Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the Initial Consenting Stakeholders (as defined in the Transaction Support Agreement), and the beneficiaries of each of the Administration Charge, the Directors' Charge, the Financial Advisor Charge and the DIP Lender's Charge, and the Initial Consenting Stakeholders, or further Order of this Court.

50. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Applicant pursuant to this Order, the Definitive Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

51. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property lease.

SERVICE AND NOTICE

52. **THIS COURT ORDERS** that, subject to paragraph 53, the Monitor shall: (i) without delay, publish in the *National Post (National Edition)*, a notice containing the information prescribed under the CCAA in the form attached as Exhibit "Q" to the Stewart Affidavit (the "**Notice**"); and (ii) within five (5) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a copy of the Notice to every known creditor who has a claim against the Applicant of more than $1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Subsection 23(1)(a) of the *CCAA* and the regulations made thereunder.

53. **THIS COURTS ORDERS** that, notwithstanding paragraph 52 of this Order, Subsection 23(1)(a) of the *CCAA*, and the regulations made thereunder, with respect to consumers enrolled in the AIR MILES® Reward Program holding reward miles balances that would entitle them to redeem for items with a value of at least $1,000 (the "**Specified Collectors**"), the Monitor: (i) may satisfy the notice obligation in paragraph 52 (B) hereof by (A) causing the Applicant to email a copy of the Notice to the Specified Collectors at the current email address in the Applicant's records, or, if the Applicant does not have a current email address, (B) publishing the Notice in the manner set out in paragraph 52 hereof and on the case website set out in paragraph 54 hereof; and (ii) subject to further Order of the Court, shall not publish information it receives about the Specified Collectors from the Applicant, shall treat such information as confidential, and shall exclude such information from the list of creditors set out in paragraph 52 hereof.

54. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*, R.R.O. 1990. Reg. 194, as amended (the "**Rules of Civil Procedure**"). Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: https://www.ksvadvisory.com/experience/case/loyaltyone.

55. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide or the CCAA and the regulations thereunder is not practicable, the Applicant, the Monitor and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Applicant's creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown in the books and records of the Applicant and that any such service or distribution shall be deemed to be received on the earlier of (i) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (ii) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Time; or (iii) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

56. **THIS COURT ORDERS** that the Applicant, the Monitor and each of their respective counsel are at liberty to serve or distribute this Order, and any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message (including by e-mail) to the Applicant's creditors or other interested parties and their advisors, as applicable. For greater certainty, any such service or distribution shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of Subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

57. **THIS COURT ORDERS** that, except with respect to any motion to be heard, and subject to further Order of this Court in respect of urgent motions, any interested party wishing to object to the relief sought in a motion brought by the Applicant or the Monitor in these *CCAA* proceedings shall, subject to further order of this Court, provide the service list in these proceedings (the "**Service List**") with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. (Eastern Time) on the date that is two (2) days prior to the date such motion is returnable (the "**Objection Deadline**"). The Monitor shall have the ability to extend the Objection Deadline after consultation with the Applicant.

GENERAL

58. **THIS COURT ORDERS** that any interested party that wishes to amend or vary this Order shall be entitled to appear or bring a motion before this Court on not less than five (5) business days' notice to the Service List and any other party or parties likely to be affected by the Order sought; provided, however, that the Chargees and the DIP Lender shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 44 and 46 hereof with respect to any fees, expenses and disbursements incurred and in respect of advances made under the Definitive Documents, as applicable, until the date this Order may be amended, varied or stayed.

59. **THIS COURT ORDERS** that notwithstanding paragraph 58 of this Order, the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties hereunder or in the interpretation of this Order.

60. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

61. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

62. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

63. **THIS COURT ORDERS** that the Initial Order of this Court dated March 10, 2023 is hereby amended and restated pursuant to this Order, and this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

Court File No. ●

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AMENDED AND RESTATED INITIAL ORDER

(Amending Initial Order Dated [●])

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Lawyers for the Applicant

SCHEDULE F
SISP ORDER

Court File No. CV-●

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	●, THE ●
	)	
JUSTICE CONWAY	)	DAY OF MARCH, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

(the "**Applicant**")

SISP APPROVAL ORDER

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order, *inter alia*, approving the Sale and Investment Solicitation Process in respect of the business and assets of the Applicant and its affiliate, LoyaltyOne Travel Services Co./Cie Des Voyages LoyaltyOne, in the form attached hereto as **Schedule "A"** (the "**SISP**") and certain related relief, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Shawn Stewart sworn March **[●]**, 2023 and the Exhibits thereto (the "**Stewart Affidavit**"), the pre-filing report of KSV Restructuring Inc. ("**KSV**") as the proposed Monitor, and the first report of KSV as the Court-appointed monitor of the Applicant (in such capacity, the "**Monitor**") dated March **[●]**, 2023, and on being advised that the secured creditors who are likely to be affected by the charge created herein were given notice, and on hearing the submissions of counsel for the Applicant, the Monitor, Bank of Montreal (the "**Stalking Horse Purchaser**"), and the other parties listed on the counsel slip, no one appearing for any other party although duly served as appears from the affidavit of service of Alec Hoy sworn March **[●]**, 2023,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SISP, the Amended and Restated Initial Order of this Court dated March **[●]**, 2023 (the "**ARIO**") or the Stewart Affidavit, as applicable.

SALE AND INVESTMENT SOLICITATION PROCESS

3. **THIS COURT ORDERS** that the SISP is hereby approved and the Applicant is hereby authorized and directed to implement the SISP pursuant to the terms thereof. The Applicant, the Monitor and the Financial Advisor are hereby authorized and directed to perform their respective obligations and to do all things reasonably necessary to perform their obligations thereunder, subject to prior approval of the Court being obtained before completion of any transaction(s) under the SISP.

4. **THIS COURT ORDERS** that the Applicant, the Monitor and the Financial Advisor and their respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent of losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of the Applicant, the Monitor or the Financial Advisor, as applicable, in performing their obligations under the SISP, as determined by this Court in a final order that is not subject to appeal or other review.

5. **THIS COURT ORDERS** that in overseeing the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the ARIO and any other Order of this Court in the within proceeding.

STALKING HORSE PURCHASE AGREEMENT

6. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to enter into the purchase agreement dated March **[●]**, 2023 (the "**Stalking Horse Purchase Agreement**") between the Applicant and the Stalking Horse Purchaser attached as Exhibit "O" to the Stewart Affidavit, *nunc pro tunc,* and such minor amendments as may be acceptable to each of the parties thereto and in consultation with the Consenting Stakeholders, with the approval of the Monitor; provided that, nothing herein approves the sale and the vesting of any Property to the Stalking Horse Purchaser (or any of its designees) pursuant to the Stalking Horse Purchase Agreement and that the approval of any sale and vesting of any such Property shall be considered by this Court on a subsequent motion made to this Court if the transaction set out in the Stalking Horse Purchase Agreement is the Successful Bid pursuant to the SISP.

7. **THIS COURT ORDERS** that, as soon as reasonably practicable following the Applicant and the Stalking Horse Purchaser agreeing to any amendment to the Stalking Horse Purchase Agreement permitted pursuant to the terms of this Order, the Applicant shall: (a) file a copy thereof with this Court; (b) serve a copy thereof on the Service List; and (c) provide a copy thereof to each SISP Participant (as hereinafter defined), excluding from the public record any confidential information that the Applicant and the Stalking Horse Purchaser, with the consent of the Monitor, agree should be redacted.

BID PROTECTONS

8. **THIS COURT ORDERS** that the Bid Protections are hereby approved and the Applicant is hereby authorized and directed to pay the Bid Protections to the Stalking Horse Purchaser (or

to such other person as it may direct) in the manner and circumstances described in the Stalking Horse Purchase Agreement.

9. **THIS COURT ORDERS** that the Stalking Horse Purchaser shall be entitled to the benefit of and is hereby granted a charge (the "**Bid Protections Charge**") on the Property, which charge shall not exceed US$4,000,000, as security for payment of the Bid Protections in the manner and circumstances described in the Stalking Horse Purchase Agreement.

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

11. **THIS COURT ORDERS** that the Bid Protections Charge shall constitute a charge on the Property and the Bid Protections Charge shall rank in priority to all other Encumbrances in favour of any Person notwithstanding the order of perfection or attachment, other than (i) any Person with a properly perfected purchase money security interest under the *Personal Property Security Act* (Ontario) or such other applicable legislation, including without limitation Wells Fargo Equipment Finance Company; (ii) the Reserve Trustee in respect of the Reserve Security; and (iii) the Charges.

12. **THIS COURT ORDERS** that except for the Charges or as may be approved by this Court on notice to parties in interest, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Bid Protections Charge, unless the Applicant also obtains the prior written consent of the Monitor and the Stalking Horse Purchaser, or further Order of this Court.

13. **THIS COURT ORDERS** that the Bid Protections Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Stalking Horse Purchaser shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Bid Protections Charge nor the execution, delivery, perfection, registration or performance of the Stalking Horse Purchase Agreement shall create, cause or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

(b) the Stalking Horse Purchaser shall not have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Bid Protection Charge or the execution, delivery or performance of the Stalking Horse Purchase Agreement; and

(c) the payments made by the Applicant pursuant to this Order, the Stalking Horse Purchase Agreement and the granting of the Bid Protection Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

14. **THIS COURT ORDERS** that the Bid Protection Charge created by this Order over leases of real property in Canada shall only be a charge in the Applicant's interest in such real property lease.

15. **THIS COURT ORDERS AND DECLARES** that the Stalking Horse Purchaser, with respect to the Bid Protections Charge only, shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the BIA.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions the Monitor, the Applicant, the Financial Advisor and their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants that are party to a non-disclosure agreement with the Applicant (each, a "**SISP Participant**") and their respective advisors personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each SISP Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Monitor, the Financial Advisor or the Applicant, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Monitor, the Financial Advisor or the Applicant. Any bidder with a Successful Bid shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return

all other personal information to the Monitor, the Financial Advisor or the Applicant, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor, the Financial Advisor or the Applicant.

GENERAL

17. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

18. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

19. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

SCHEDULE “A”
SALE AND INVESTMENT SOLICITATION PROCESS

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

Court File No. ●

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

SISP APPROVAL ORDER

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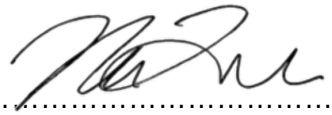
Lawyers for the Applicant

SCHEDULE G
FINANCIAL STATEMENTS

SCHEDULE H
TRUST CERTIFICATE

This is **Exhibit "P"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario



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A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

DIP TERM SHEET

Dated as of March 10, 2023

WHEREAS the Borrower (as defined below) has requested and the DIP Lender (as defined below) has agreed to provide funding in order to fund certain obligations of the Borrower in the context of its proceeding under the *Companies' Creditors Arrangement Act* (Canada) (the **"CCAA**", and such proceeding, the "**Proceeding**") before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") in accordance with the terms set out herein;

NOW THEREFORE the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1.	**DIP BORROWER:**	LoyaltyOne, Co. (the "**Borrower**").
2.	**DIP LENDER:**	Bank of Montreal (the "**DIP Lender**").
3.	**PURPOSE:**	As set out in Section 16(c) below.
4.	**DIP FACILITY AND MAXIMUM AMOUNT**	A non-revolving, secured credit facility (the "**DIP Facility**") in the amount of US$70,000,000 (the **"Maximum Amount**"). For certainty, any interest or fees that are capitalized and added to the principal amount owing hereunder as contemplated by the terms hereof shall not constitute part of the Maximum Amount, and the Borrower is and shall be permitted to borrow up to the Maximum Amount without taking into account any such capitalized amounts, subject to the terms and conditions hereof. Advances under the DIP Facility (a "**DIP Advance**") made in accordance herewith shall be deposited to the Borrower's current account with Bank of Montreal (set out in Section 9 of this DIP Term Sheet) or such other account(s) with a financial institution approved in advance by the DIP Lender (the "**Borrower's Account**") and withdrawn by the Borrower in accordance with the terms hereof.
5.	**REPAYMENT:**	The aggregate principal amount owing under the DIP Facility, all accrued and unpaid interest, and all fees and expenses incurred by the DIP Lender as provided herein in connection with the DIP Facility (collectively, the "**DIP Obligations**") shall be repaid in full on the earliest to occur of: (i) the occurrence of any Event of Default hereunder that is continuing, has not been cured or waived in writing by the DIP Lender, in its sole discretion, and where the DIP Lender has notified the Borrower in writing that the DIP Obligations have been accelerated; (ii) the closing of one or more sale transactions for all or substantially all of the assets of the Borrower approved by an order of the Court, including in connection with the SISP (as defined below); (iii) the BMO Purchase Agreement is the successful bid in the SISP but is unable to be completed and closed due to the failure of any condition precedent to be satisfied by the closing date of the transaction contemplated by the BMO Purchase Agreement (the **"Closing Date"**) which condition precedent has not been waived by the Borrower and/or the DIP Lender, as applicable, and (iv) June 30, 2023 (the "**Maturity Date**"). The Maturity Date may be extended at the request of the Borrower, following consultation

with the Monitor, and with the prior written consent of the DIP Lender, in its sole discretion, for such period and on such terms and conditions as the Borrower and the DIP Lender may agree.

The commitment in respect of the DIP Facility shall expire on the Maturity Date and all DIP Obligations shall be repaid in full on the Maturity Date, without the DIP Lender being required to make demand upon the Borrower or to give notice that the DIP Facility has expired and/or that the DIP Obligations are due and payable.

All payments received by the DIP Lender shall be applied first to any fees and expenses due hereunder, then to accrued and unpaid interest and then, after all such fees, expenses and interest are brought current, to principal.

6. CASH FLOW PROJECTIONS:

The Borrower, in consultation with KSV Restructuring Inc., in its capacity as court-appointed monitor (the "**Monitor**") in the Proceeding, has provided to the DIP Lender the cash flow projections attached at Schedule "A" hereto, which are in form and substance satisfactory to the DIP Lender and which have been filed with the Court, reflecting the projected cash requirements of the Borrower for the 13-week period from March 10, 2023, through the period ending June 9, 2023, calculated on a weekly basis (the "**Cash Flow Projection**").

The Borrower shall keep the DIP Lender apprised of its cash flow requirements by providing: (i) an updated cash flow projection for the same period as the Cash Flow Projection by no later than 5:00 p.m. (Toronto time) on the Thursday of each second week ending after the week in which the initial DIP Advance occurs, such updated cash flow projection to be in a form consistent with the Cash Flow Projection (a "**Proposed Amended Cash Flow Projection**"); provided that the Borrower, at its option, may provide a Proposed Amended Cash Flow Projection on a more frequent basis, but in any event, not more than twice in any calendar week and (ii) on a weekly basis, (x) actual cash flow results from the immediately preceding one week period and (y) a comparison of the actual cash flow results from the immediately preceding one week period as against the DIP Agreement Cash Flow Projection (as defined below) for such week, such information described in this clause (ii) to be delivered to the DIP Lender weekly by no later than 5:00 p.m. (Toronto time) on the Thursday of each week.

The DIP Lender in its sole discretion may object to any Proposed Amended Cash Flow Projection that varies from the DIP Agreement Cash Flow Projection by providing notice to the Borrower and Monitor within two (2) business days of receipt of such Proposed Amended Cash Flow Projection. In the event that a Proposed Amended Cash Flow Projection is objected to by the DIP Lender, the Borrower may submit to the DIP Lender a further revised Proposed Amended Cash Flow Projection within two (2) business days of receipt of such a notice of objection, or such other time as the DIP Lender may agree to in writing. On the date that is two (2) business days after receipt by the DIP Lender, unless and until a Proposed Amended Cash Flow Projection has been objected to by the DIP Lender in accordance herewith, the Proposed Amended DIP Agreement Cash Flow Projection

shall be deemed to be the DIP Agreement Cash Flow Projection for all purposes hereunder.

At any given time, the cash flow projection in force and effect (whether the Cash Flow Projection or any subsequent Proposed Amended Cash Flow Projection which has become effective and to which the DIP Lender has not objected in accordance herewith) shall be the "**DIP Agreement Cash Flow Projection**".

For greater certainty, the DIP Lender shall not be required to initiate any DIP Advances pursuant to a Proposed Amended Cash Flow Projection, nor is the Borrower entitled to utilize any DIP Advance to make payments set out in a Proposed Amended Cash Flow Projection, unless and until it has become effective in accordance with this Section 6.

7. AVAILABILITY UNDER DIP FACILITY:

DIP Advances shall be in the minimum principal amount of $100,000 and in increments of $100,000 and are to be funded within two (2) business days following delivery of the drawdown certificate for the related DIP Advance in accordance with paragraph 8(e) below, unless within one (1) business day of delivery of such drawdown certificate the DIP Lender delivers to the Borrower and the Monitor a notice of non-consent to such DIP Advance as a result of one or more of the conditions precedent not being met or the occurrence of an Event of Default that is continuing and such notice shall include reasonable details outlining any such unsatisfied condition precedent or Event of Default. The DIP Lender may also consent to the making of a DIP Advance prior to the second (2nd) business day following delivery of the drawdown certificate by providing its written consent to same to the Monitor and the Borrower.

The proceeds of each DIP Advance shall be applied by the Borrower solely in accordance with the DIP Agreement Cash Flow Projections subject to the Permitted Variance, or as may otherwise be agreed to in writing by the DIP Lender, in its sole discretion, from time to time.

Notwithstanding anything to the contrary herein, the Borrower shall be prohibited from using the proceeds of any DIP Advance to pay: (i) any expenses that are not of a type of expense that falls within an expense line-item contained in the DIP Agreement Cash Flow Projection, subject to the Permitted Variance (and for certainty including the exceptions contained therein), (ii) professional fees of the Borrower or the Existing Lenders (as defined below) to contest, challenge or in any way oppose (or support any other person in contesting, challenging or opposing) the DIP Lender on the ARIO, SISP, SISP Order, or the Sale Approval and Vesting Order, (iii) the Restructuring Fee (as such term is defined in the engagement letter dated as of July 11, 2022 among PJT Partners LP and Akin Gump Strauss Hauer & Feld LLP) (the "**Restructuring Fee**") and (iv) the USD~$3,000,000 success fee (or similar) owing to the financial advisor of the Existing Lenders (the "**Success Fee**").

For the purposes of this DIP Agreement, "**Permitted Variance**" shall mean an adverse variance of not more than 15% of the aggregate disbursements in

the DIP Agreement Cash Flow Projection on a cumulative basis starting on the start date of the initial Cash Flow Projection referred to in the first paragraph of Section 7 above; provided, however, that the Permitted Variance calculation shall not take into account (i) the Expenses, (ii) the fees and expenses (and for certainty fees and expenses incurred in connection with the Borrower's Proceeding) of (x) the legal and financial advisors of the Borrower, (y) the Monitor and its counsel, and (z) the legal and financial advisors of the Existing Lenders (as defined below) (for certainty, proceeds of the DIP Facility may only be used to pay such fees and expenses incurred by the Existing Lenders if the consenting lenders execute and deliver support agreement(s) that binds all of the Existing Lenders, in form and substance satisfactory to the DIP Lender, supporting the SISP, the Court Orders and the BMO Transaction), or (iii) any amounts required to be paid by the Borrower into the reserve account (the "**Reserve Account**") pursuant to the Amended and Restated Redemption Reserve Agreement dated as of December 31, 2001 between Loyalty Management Group Canada Inc. and Royal Trust Corporation of Canada (the "**Reserve Agreement**").

8. CONDITIONS PRECEDENT TO DIP FACILITY ADVANCES

The following conditions precedent shall be satisfied, or waived in writing by the DIP Lender, in its sole discretion, prior to the initial DIP Advance hereunder:

(a) The initial DIP Advance shall be in an amount not greater than the amount set out in the DIP Agreement Cash Flow Projection (which for certainty shall not be greater than the Maximum Amount) and shall be subject to the terms and conditions hereof;

(b) The Court shall have issued an amended initial order in substantially the form attached as Schedule "B" hereto (the "**ARIO**") on or before March 20, 2023, the effect of which, among other things, is to authorize and approve the DIP Facility on the terms and conditions hereof including without limitation the DIP Charge securing the principal amount of US$70,000,000 and the other DIP Obligations not constituting the principal amount thereof with the priority contemplated herein, and such ARIO shall have been obtained on notice to all parties entitled thereto pursuant to the CCAA or otherwise identified for such service by the DIP Lender;

(c) Commensurate with the ARIO, the Court shall have issued an order (the "**SISP Order**") approving a sales and investment solicitation process (the "**SISP**") relating to the sale of all or substantially all of the assets of the Borrower, which: (i) SISP Order shall be substantially in the form set out in Schedule "C" hereto; and (ii) SISP shall be substantially in the form set out in Schedule "D" hereto;

(d) None of the ARIO, the Intercompany Loan Order (as defined below) nor any other order in the Proceeding or the Chapter 11 Cases (as defined below) pertaining to the DIP Facility has been vacated,

stayed or otherwise caused to become ineffective or is amended in a manner prejudicial to the DIP Lender;

(e) Delivery to the DIP Lender, with a copy to the Monitor of a drawdown certificate, in substantially the form set out in Schedule "E" hereto, executed by an officer on behalf of the Borrower, certifying, *inter alia*, that the proceeds of the DIP Advance requested thereby will be applied solely in accordance with the DIP Agreement Cash Flow Projection and Section 3 of the DIP Term Sheet, and that the Borrower is in compliance with the Court Orders (as defined below) and that no Default or Event of Default has occurred or is continuing;

(f) There is no Default or Event of Default that has occurred and is continuing, nor will any such event occur as a result of the DIP Advance;

(g) No material adverse change in the financial condition or operation of the Borrower or otherwise affecting the Borrower shall have occurred after the date of the issue of the ARIO; provided that the foregoing shall exclude changes to the Borrower's business or its performance (including without limitation collector redemption cadence) solely as a result of commencement, announcement or continuance of the Proceeding, the Chapter 11 Cases, announcement of the BMO Transaction (as defined below), announcement of the BL Transactions (as defined below), performance by the Borrower of its obligations under that certain purchase agreement (as may be amended from time to time, the "**BMO Purchase Agreement**") between the Borrower and a newly formed wholly owned direct or indirect subsidiary of BMO (the "**Purchaser**") setting out the terms of a transaction to purchase certain property and assets of, and assume certain liabilities of the Borrower (the "**BMO Transaction**"), performance by certain affiliates of the Borrower of their obligations under that certain purchase agreement (as may be amended from time to time, the "**BL Purchase Agreement**") between LVI Lux Financing S.A.R.L. ("**LVI Lux**") and Opportunity Partners B.V., setting out the terms of a transaction to purchase certain property and assets of, and assume certain liabilities of, LVI Lux and its subsidiaries (the "**BL Transaction**"), conducting the SISP (as defined below), or the Chapter 11 Cases;

(h) Each of the representations and warranties made in this DIP Term Sheet shall be true and correct in all material respects as of the date made or deemed made (unless any representation and warranty is qualified by materiality, in which case it shall be true and correct in all respects as of the date made or deemed made);

(i) There are no pending motions for leave to appeal, appeals, injunctions relating to the DIP Facility, or pending litigation seeking

to restrain, vary or prohibit the operation of all or any part of this DIP Term Sheet;

(j) The DIP Lender has received, as and when required hereunder, all information to which it is entitled hereunder (including, without limitation, the information and cash flow projections required pursuant to Section 6 herein);

(k) There shall be no liens ranking in priority to the DIP Charge except for: (i) Specified Permitted Encumbrances (as defined on Schedule "F"); and (ii) the Priority Charges (as defined below);

(l) The Borrower shall have paid all statutory liens, trust and other government claims arising after the commencement of the Proceeding (but for greater certainty, not including any such claims in existence at the time of the commencement of the Proceeding) including, without limitation, source deductions, except, in each case, for any such amounts that are not yet due and payable or which are in dispute, in which case appropriate reserves have been made.

The following conditions precedent shall be satisfied, or waived in writing by the DIP Lender, in its sole discretion, prior to each subsequent DIP Advance hereunder:

(a) Each DIP Advance (together with all previous DIP Advances) must be no greater in the aggregate than the Maximum Amount and shall be subject to the terms and conditions hereof;

(b) Neither the ARIO, the SISP Order, the Intercompany Loan Order nor any other order in the Proceeding or the Chapter 11 Cases pertaining to the DIP Facility has been vacated, stayed or otherwise caused to become ineffective or is amended in a manner prejudicial to the DIP Lender;

(c) Delivery to the DIP Lender with a copy to the Monitor of a drawdown certificate, in substantially the form set out in Schedule "E" hereto, executed by an officer on behalf of the Borrower, certifying, *inter alia*, that the proceeds of the DIP Advance requested thereby will be applied solely in accordance with the DIP Agreement Cash Flow Projection and Section 3 of the DIP Term Sheet, and that the Borrower is in compliance with the Court Orders and that no Default or Event of Default has occurred or is continuing;

(d) There is no Default or Event of Default that has occurred and is continuing, nor will any such event occur as a result of the DIP Advance;

(e) No material adverse change in the financial condition or operation of the Borrower or otherwise affecting the Borrower shall have occurred after the date of the issue of the ARIO; provided that the

forgoing shall exclude changes to the Borrower's business or its performance (including without limitation collector redemption cadence) solely as a result of commencement, announcement or continuance of the Proceeding, the Chapter 11 Cases, announcement of the BMO Transaction or BL Transaction, performance by the Borrower of its obligations under the BMO Purchase Agreement or BL Purchase Agreement, conducting the SISP or the Chapter 11 Cases;

(f) Each of the representations and warranties made in this DIP Term Sheet shall be true and correct in all material respects as of the date made or deemed made (unless any representation and warranty is qualified by materiality, in which case it shall be true and correct in all respects as of the date made or deemed made);

(g) There are no pending motions for leave to appeal, appeals, injunctions relating to the DIP Facility, or pending litigation seeking to restrain, vary or prohibit the operation of all or any part of this DIP Term Sheet;

(h) The DIP Lender has received, as and when required hereunder, all information to which it is entitled hereunder (including, without limitation, the information and cash flow projections required pursuant to Section 6 herein);

(i) There shall be no liens ranking in priority to the DIP Charge except for: (i) Specified Permitted Encumbrances; and (ii) Priority Charges;

(j) The Borrower shall have paid all statutory liens, trust and other government claims arising after the commencement of the Proceeding (but for greater certainty, not including any such claims in existence at the time of the commencement of the Proceeding) including, without limitation, source deductions, except, in each case, for any such amounts that are not yet due and payable or which are in dispute, in which case appropriate reserves have been made; and

(k) The Borrower shall at all times have diligently and in good faith implemented and conducted the SISP in accordance with the SISP Order.

Notwithstanding the foregoing or any other provisions of this DIP Term Sheet, to the extent that an emergency cash need arises in the Borrower's business that is not contemplated in the DIP Agreement Cash Flow Projection, the Borrower may request a DIP Advance from the DIP Lender by providing written particulars relating to such emergency cash need to the DIP Lender and the Monitor, which DIP Advance shall only be permitted with the prior written consent of the DIP Lender delivered to the Borrower

and the Monitor, in its sole and absolute discretion, and provided further that in no case shall the Maximum Amount be exceeded.

9. DISBURSEMENTS

All proceeds of DIP Advances shall be deposited by the DIP Lender by way of direct deposit into the Borrower's US$ account with the DIP Lender bearing account number 4623105 (branch address being 100 King Street West, Toronto, Ontario) (subject to any change approved by the DIP Lender).

10. INTERCOMPANY LOANS

Subject to the terms of this DIP Term Sheet (including, without limitation, the DIP Agreement Cash Flow Projection) and the ARIO, as applicable, the Borrower shall be permitted to use proceeds of DIP Advances to make first lien priming loans with superpriority administrative expense status (each, an "**Intercompany Loan**") to Loyalty Ventures Inc. (the "**Parent**") provided that the following conditions precedent shall be satisfied, or waived in writing by the DIP Lender, in its sole discretion, prior to the Borrower making any Intercompany Loan:

(a) The quantum and timing of each Intercompany Loan shall be in accordance with the DIP Agreement Cash Flow Projection;

(b) There shall be no Event of Default outstanding that has not been cured or waived in writing by the DIP Lender, in its sole discretion;

(c) The Intercompany Loans shall have been approved by order (the "**Intercompany Loan Order**") of the U.S. Bankruptcy Court in the chapter 11 cases of the Parent and certain of its affiliates (the "**Chapter 11 Cases**") and given a first priority priming lien over all present and after-acquired property, assets and undertakings of the Parent (subject to exceptions specified in the Intercompany Loan Term Sheet) and superpriority administrative expense status, such order shall attach the Intercompany Loan Term Sheet and be in form and substance reasonably satisfactory to the DIP Lender (including as to use of proceeds); and

(d) The Intercompany Loan Order shall provide that after (i) the occurrence and during the continuance of an Event of Default and the termination of the DIP Facility by the DIP Lender in accordance with Section 20 of this DIP Term Sheet and (ii) the Court having issued an order authorizing the DIP Lender to do so (such order sought by the DIP Lender on not less than three (3) business days' notice to the Borrower and the Monitor after the occurrence and during the continuance of an Event of Default), the DIP Lender shall have the right to instruct the Borrower to, and the Borrower acting at the direction of the DIP Lender shall, pursue all remedies against the Parent that are available to the Borrower as a lender under the Intercompany Loans, the Intercompany Loan Order and applicable law, in each case, solely to the extent that any DIP Obligations remain outstanding after the DIP Lender has exercised remedies against all other Collateral; and

(e) The terms of the Intercompany Loan shall be set forth on a term sheet in form and substance reasonably satisfactory to the Parent, the Borrower and the DIP Lender (the "**Intercompany Loan Term Sheet**") that shall be attached as an exhibit to the Intercompany Loan Order.

The Borrower shall be permitted to withhold and remit applicable Taxes (as defined below) on any Intercompany Loans imposed under the *Income Tax Act* (Canada) and any other applicable law.

11. VOLUNTARY PREPAYMENTS: The Borrower may prepay the DIP Obligations at any time prior to the Maturity Date in minimum amounts of $500,000 and in increments of $100,000 in excess thereof, without premium or penalty, and any amounts so prepaid may not be re-borrowed by the Borrower hereunder.

12. INTEREST RATE: The outstanding principal amount of all DIP Advances shall bear interest at a rate per annum equal to Base Rate (as defined below) plus 6.00% (the "**Interest Rate**"), and upon the occurrence and during the continuance of an Event of Default, the Interest Rate shall be increased by an additional 2% per annum, calculated and payable monthly in arrears on the last business day of each calendar month.

The Borrower shall pay interest on the DIP Advances by adding such accrued interest to the principal amount of the DIP Obligations on the last business day of each calendar month. Amounts representing the interest payable hereunder that are added to the principal amount of the DIP Obligations shall thereafter constitute principal and bear interest in accordance with Section 12.

Interest on each DIP Advance shall accrue daily from and after the date of advance of such DIP Advance to the Borrower to, but excluding, the date of repayment, as well as before and after maturity, demand and default and before and after judgment, and shall be calculated and compounded on a daily basis on the principal amount of such DIP Advance and any overdue interest remaining unpaid from time to time and on the basis of the actual number of days elapsed in a year of 365 days.

For the purposes of the *Interest Act* (Canada), the annual rates of interest referred to in this DIP Term Sheet calculated in accordance with the foregoing provisions of this DIP Term Sheet, are equivalent to the rates so calculated multiplied by the actual number of days in a calendar year and divided by 365.

If any provision of this DIP Term Sheet or any ancillary document in connection with this DIP Term Sheet would obligate the Borrower to make any payment of interest or other amount payable to the DIP Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the DIP Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of

interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the DIP Lender of interest at a criminal rate and any such amounts actually paid by the Borrower in excess of the adjusted amount shall be forthwith refunded to the Borrower.

For the purposes of this DIP Agreement, "**Base Rate**" means a fluctuating rate of interest per annum, expressed on the basis of a year of three-hundred and sixty-five (365) days or three-hundred and sixty-six (366) days, as applicable, which is equal at all times to the greater of (a) the base rate of interest (however designated) of the DIP Lender for determining interest chargeable by it on United States Dollar commercial loans in Canada and (b) the sum of (i) the Federal Funds Effective Rate and (ii) 1.00% per annum.

For the purposes of this DIP Agreement, "**Federal Funds Effective Rate**" means, for any day, an annual rate of interest, expressed on the basis of a year of 360 days, equal, for each day during such period, to the weighted average of the rates on overnight United States federal funds transactions with members of the Federal Reserve System arranged by United States federal funds brokers, as published for such day (or, if such day is not a business day, for the preceding business day) by the Federal Reserve Bank of New York or, for any day on which that rate is not published for that day by the Federal Reserve Bank of New York, the simple average of the quotations for that day for such transactions received by the DIP Lender from three United States federal funds brokers of recognized standing selected by it.

13. DIP SECURITY:

All obligations of the Borrower under or in connection with the DIP Facility and this DIP Term Sheet shall be secured by a Court-ordered charge (the "**DIP Charge**") over all present and after-acquired property, assets and undertakings of the Borrower (including for greater certainty and without limitation, insurance proceeds, those assets set forth on the financial statements of the Borrower, the Intercompany Loans and all receivables and other indebtedness, obligations or other amounts owing to a Borrower in connection with the Intercompany Loans), including all proceeds therefrom and all causes of action of the Borrower (collectively, the "**Collateral**").

The DIP Charge shall be a priority charge which shall rank ahead of the liens securing the Existing Debt (as defined below) and all other liens, but shall be subject to and shall rank behind: (A) the Specified Permitted Encumbrances; (B) an administration charge (the "**Administration Charge**") in the maximum amount of CAD$3,000,000 to secure payment of the fees, expenses and disbursements of: (I) the Borrower's counsel, financial advisors and agents; and (II) the Monitor and its counsel and agents; (C) a charge in an amount not to exceed CAD$15,409,000 in favour of the officers and directors of the Borrower (the "**D&O Charge**") to secure the customary obligations and liabilities that they may incur in such capacity from and after the commencement of the Proceeding as a backstop to any available directors' and officers' insurance and to the extent that any funds in trust for such persons are not sufficient to satisfy such claims; (D) a charge in an amount not to exceed CAD$5,350,000 in favour of certain key employees to secure their entitlements under a key employee retention plan

(the "**KERP**", and such charge, the "**KERP Charge**"); (E) a charge in an amount not to exceed $6,000,000 in favour of the Borrower's financial advisor to secure its fees and expenses not otherwise secured by the Administration Charge (the "**FA Charge**", and together with the KERP Charge, the D&O Charge, the Administration Charge and the DIP Charge, collectively, the "**Court Ordered Charges**"); (F) any claims that would otherwise have priority to the foregoing debt claims including, for greater certainty, any purchase money security interests; and (G) any further claims having express priority ahead of the DIP Charge pursuant to the ARIO and to which the DIP Lender has consented in writing (the charges set out in the foregoing items (A) through (G) being collectively, the "**Priority Charges**").

"**Existing Debt**" means the debt owing as at March 10, 2023, in the aggregate principal amount of approximately US$665,000,000 (which for certainty, includes amounts outstanding under term and revolving credit facilities and outstanding letters of credit), plus interest, fees, costs and expenses payable in addition to such aggregate principal amount, under the credit agreement dated as of November 3, 2021 among Loyalty Ventures Inc., Brand Loyalty Group B.V., Brand Loyalty Holding B.V. and Brand Loyalty International B.V, as borrowers thereunder, the guarantors party thereto (including the Borrower), the lenders party thereto (the "**Existing Lenders**"), and Bank of America, N.A., as administrative agent, as amended by Amendment No. 1 to Credit Agreement (Financial Covenant) dated as of July 29, 2022 and by Consent, dated as of March 1, 2023 (such credit agreement as so amended is called the "**Existing Credit Agreement**").

14. MANDATORY REPAYMENTS:

The proceeds of any debt or equity issuance by the Borrower that occurs from and after the date hereof, and the proceeds of Collateral (for greater certainty, net of reasonable costs and closing adjustments, as applicable), including, without limitation, arising from: (a) any sale of Collateral out of the ordinary course of business (including for greater certainty, any sale of all or substantially all of the Collateral); or (b) insurance proceeds in respect of any damage, loss or destruction of the Collateral (collectively, the "**Net Proceeds**") shall be paid: (i) first, to satisfy the Priority Charges in the manner and order set out in the applicable Court Order; (ii) second, to satisfy the DIP Obligations; (iii) third, to satisfy other indebtedness and liabilities of the Borrower including the Existing Debt as may be ordered by the Court; and (iv) fourth, to the Borrower or such other persons as are entitled thereto in accordance with applicable law.

The Maximum Amount shall be permanently reduced in an amount equal to the Net Proceeds so paid to the DIP Lender. For greater certainty, any mandatory repayments shall not be subject to any premium or penalty.

15. REPRESENTATIONS AND WARRANTIES:

The Borrower represents and warrants to the DIP Lender, upon which the DIP Lender relies in entering into this DIP Term Sheet, that subject to the entry of the ARIO:

(a) The Borrower is a corporation duly incorporated and validly existing under the laws of its governing jurisdiction and is duly

qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions in which the nature of its assets or business makes such qualification necessary, except where the failure to have such qualification, license or registration would not have a Material Adverse Effect. For the purpose of this DIP Term Sheet, "**Material Adverse Effect**" means a material adverse effect on: (i) the financial condition, business or assets of the Borrower; or (ii) the ability of the Borrower to comply with its obligations hereunder or under any Court Order;

(b) Subject to the granting of the ARIO, the Borrower has all requisite corporate or other power and authority to: (i) carry on its business; (ii) own property, borrow monies and enter into agreements therefor; and (iii) execute and enter into the DIP Term Sheet and observe and perform the terms and provisions thereof;

(c) Subject to the granting of the ARIO, the execution and delivery of this DIP Term Sheet by the Borrower and the performance by the Borrower of its obligations hereunder has been duly authorized by all necessary corporate or other action and any actions required under applicable laws. Except as has been obtained and is in full force and effect, no registration, declaration, consent, waiver or authorization of, or filing with or notice to, any governmental body is required to be obtained in connection with the performance by the Borrower of its obligations under this DIP Term Sheet;

(d) Subject to the granting of the ARIO, this DIP Term Sheet has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against it in accordance with its terms, subject only to any limitation under applicable laws relating to (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; (ii) the fact that specific performance and injunctive relief may only be given at the discretion of the courts; and (iii) the equitable or statutory powers of the courts to stay proceedings before them and to stay the execution of judgments;

(e) The execution and delivery of this DIP Term Sheet by the Borrower and the performance by the Borrower of its obligations hereunder and compliance with the terms, conditions and provisions hereof, will not conflict with or result in a breach in any material respect of any of the terms, conditions or provisions of: (i) its constating documents (including any shareholders' agreements) or by-laws; (ii) any applicable laws; (iii) except as stayed pursuant to the Proceeding by the terms of the ARIO, any contractual restriction binding on or affecting it or its material properties; or (iv) any material judgment, injunction, determination or award which is binding on it;

(f) The Borrower is in compliance with all applicable laws of each jurisdiction in which its business has been or is being carried on,

non-compliance with which would reasonably be expected to have a Material Adverse Effect;

(g) There are no actions, suits or proceedings pending, taken or, to the Borrower's knowledge, threatened, before or by any governmental body or by any elected or appointed public official or private person in Canada or elsewhere, whether or not having the force of law, which would reasonably be expected to have a Material Adverse Effect and have not been stayed pursuant to the Proceeding;

(h) The DIP Agreement Cash Flow Projection includes a provision for payment of all projected obligations of any kind whatsoever reasonably anticipated by the Borrower on the date hereof that, if not paid, could result in statutory liens ranking in priority to the DIP Charge, except for purchase money security interests;

(i) As at the date of the ARIO, the Borrower has good and marketable title to all of the Collateral free from any liens except for: (i) Permitted Encumbrances, and for certainty after the issuance of the ARIO, the Priority Charges; and (ii) title defects or irregularities that do not, individually or in the aggregate, materially affect the operation of the business of the Borrower;

(j) The Borrower has filed all material tax returns that are required to be filed and has in all material respects paid all taxes, interest and penalties, if any, which have become due pursuant to such returns or pursuant to any assessment received by it, except any such assessment that is being contested in good faith by proper legal proceedings. Without limiting the foregoing, all employee source deductions (including in respect of income taxes, employment insurance and Canada Pension Plan) payroll taxes and workers' compensation dues are currently paid and up to date, subject to normal course accruals;

(k) Except as previously disclosed in writing by the Borrower to the DIP Lender and set out on Schedule "G", there are no actions, suits or proceedings (including any tax-related matter) by or before any arbitrator or governmental authority or by any other person pending against or threatened against or affecting the Borrower that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect that have not been stayed pursuant to the Proceeding;

(l) The Borrower maintains insurance policies and coverage that: (i) is sufficient for compliance with any applicable law and all material agreements to which it is a party; and (ii) provide adequate insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons engaged in the same or similar business to the assets and operations of the Borrower;

(m) All factual information provided by or on behalf of the Borrower to the DIP Lender for the purposes of or in connection with this DIP Term Sheet or any transaction contemplated herein, is true and accurate in all material respects on the date as of which such information is dated or certified and remains true in all material respects as of the date provided and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided. With respect to any projections, future business plans or forward looking financial statements, the Borrower is not guaranteeing in giving this representation and warranty that the actual future results will be as forecast or projected (but, for greater certainty, the DIP Lender has all of its rights hereunder in the event that such actual future results are not as forecast or projected, including, without limitation, as provided for in Section 19(e) herein); and

(n) As of the date hereof, the Borrower does not administer any pension plans and does not have any outstanding payment obligations in respect of special payments or amortization payments, including without limitation, in respect of pension plans, payments related to post-retirement benefits, solvency deficiencies or wind-up shortfalls in relation to any pension plan.

16. AFFIRMATIVE COVENANTS:

The Borrower covenants and agrees to do the following until such time as the DIP Obligations are repaid in full:

(a) Keep the DIP Lender apprised on a timely basis of all material developments with respect to the Collateral and the business and affairs of the Borrower;

(b) Perform its obligations hereunder and under any other contract or agreement with the DIP Lender or any of its affiliates as and when required and in the manner required;

(c) Use the proceeds of the DIP Facility (at all times solely in accordance with the terms hereof and the DIP Agreement Cash Flow Projections subject to the Permitted Variance) only for the limited purpose of facilitating the Proceeding, including the SISP and for the purpose of funding: (i) transaction costs and expenses incurred by the DIP Lender in connection with the DIP Facility; (ii) professional fees and expenses incurred by the Borrower (excluding for certainty, the Restructuring Fee and the Success Fee), and the Monitor in respect of the DIP Facility, the Proceeding and the Chapter 11 Cases in accordance with the terms of the DIP Facility and professional fees, and expenses incurred by the Existing Lenders in respect of the Proceeding and the Chapter 11 Cases (provided that the consenting lenders execute and deliver support agreement(s) that binds all of the Existing Lenders, in form and substance satisfactory to the DIP Lender, supporting the SISP, the Court Orders and the BMO Transaction); (iii) the operating costs,

expenses, capital expenditures and ordinary course liabilities (including, without limitation, wages, bonuses, vacation pay, active employee benefits and entitlements under the KERP) of the Borrower and LoyaltyOne Travel Services Co./Cie Des Voyages LoyaltyOne; and (iv) the making of the Intercompany Loans where the Parent requires the Intercompany Loans in order to fund the Chapter 11 Cases and its operating costs, capital expenditures and ordinary course liabilities including professional fees and expenses as specifically provided in the DIP Agreement Cash Flow Projection subject to the Permitted Variance;

(d) Comply with the provisions of the court orders made in connection with the Proceeding (collectively, the "**Court Orders**" and each a "**Court Order**"), the Intercompany Loan Order and any other order entered in connection with the Chapter 11 Cases relating to the DIP Facility;

(e) Preserve, renew and keep in full force Borrower's corporate or other existence and all material licenses, permits, approvals, etc. required in respect of their respective business, properties, assets or any activities or operations carried out therein;

(f) Maintain the insurance in existence of the date hereof with respect to the Collateral;

(g) Conduct its activities in accordance with the DIP Agreement Cash Flow Projection, subject to the Permitted Variance;

(h) Promptly notify the DIP Lender and the Monitor of the occurrence of any Event of Default, or of any event or circumstance (a "**Default**") that may, with the passage of time or the giving of notice, constitute an Event of Default;

(i) Promptly notify the DIP Lender and the Monitor of the commencement of, or receipt of notice of intention to commence, any action, suit, investigation, litigation or proceeding before any court, governmental department, board, bureau, agency or similar body affecting the Borrower;

(j) Promptly after the same is available, but in no event later than the day that is two (2) business days prior to the date on which the same is to be served or if such advance notice is not possible then as soon as reasonably practicable prior to the date on which the same is to be served, provide copies to the DIP Lender of all pleadings, motion records, application records, judicial information, financial information and other documents filed by or on behalf of the Borrower in the Proceeding and the Chapter 11 Cases;

(k) Subject to the CCAA and the Court Orders, comply in all material respects with all applicable laws, rules and regulations applicable to

its business, including, without limitation, health and safety, and environmental laws;

(l) Except where a stay of proceedings or Court Order otherwise applies, pay when due all statutory liens, trust and other Crown claims including employee source deductions, GST, HST, PST, employer health tax, and workplace safety and insurance premiums, but only with respect to: (i) payments that rank in priority to the DIP Charge; or (ii) payments that are otherwise authorized pursuant to the ARIO;

(m) Treat as unaffected the DIP Obligations in any plan of compromise or arrangement, proposal or any other restructuring whatsoever;

(n) At all times be and remain subject to the Proceeding until the DIP Obligations are irrevocably and unconditionally repaid in full, with no further right to DIP Advances;

(o) Ensure that all motion records, pleadings, application records, orders and other documents (the "**Court Documents**") filed, proposed, sought, served, and obtained by the Borrower or in respect of which the Borrower consents or does not object, in or in connection with the Proceeding or the Chapter 11 Cases shall be in form and substance reasonably satisfactory to the DIP Lender, and provide to the DIP Lender copies of such Court Documents as soon as practicable prior to any filing or service in the Proceeding, but in no event later than the day that is two (2) business days prior to the date on which the same is to be served or if such advance notice is not possible then as soon as reasonably practicable prior to the date on which the same is to be served;

(p) Subject to the CCAA and the Court Orders, grant the DIP Lender and its professional advisors reasonable access to the Collateral and their business, properties, and books and records; and

(q) Conduct the SISP strictly in accordance with its terms (including milestones and timelines) and strictly comply with the SISP Order.

17. NEGATIVE COVENANTS:

The Borrower covenants and agrees not to do the following or permit any subsidiary to do the following while any DIP Obligations remain outstanding, other than with the prior written consent of the DIP Lender or pursuant to an Order of the Court:

(a) Transfer, lease or otherwise dispose of all or any part of its property, assets or undertaking except: (i) pursuant to any Intercompany Loans; (ii) where permitted pursuant to the ARIO; and (iii) where such transaction results in the repayment of DIP Obligations in accordance with the provisions herein under the paragraph entitled "Mandatory Repayments";

(b) Make any payment of principal or interest in respect of any indebtedness outstanding prior to the commencement of the Proceeding ("**Existing Indebtedness**") other than as may be permitted or required herein or by a Court Order.

(c) Create or permit to exist indebtedness for borrowed money other than: (i) Existing Indebtedness; (ii) debt contemplated by this DIP Facility; (iii) post-filing trade credit obtained in the ordinary course of business, in accordance with the DIP Agreement Cash Flow Projection;

(d) Permit any new liens to exist on any Collateral other than the Priority Charges and Permitted Encumbrances;

(e) Either: (i) change its name, amalgamate, consolidate with or merge into, or enter into any similar transaction with any other entity; or (ii) make any changes to its organizational documents that could be adverse to the DIP Lender;

(f) Other than Intercompany Loans or as permitted by the terms of this DIP Term Sheet, make any acquisitions, investments or loans to any person or guarantee the obligations of any person, other than those in existence on the date hereof and disclosed to the DIP Lender in writing;

(g) Enter into any transaction with any affiliate (including the Parent) other than: (i) any transaction on terms and conditions at least as favourable to the Borrower as could reasonably be obtained in an arms-length transaction, including ordinary course transactions with of LoyaltyOne Travel Services Co./Cie Des Voyages LoyaltyOne; (ii) those in existence on the date hereof and disclosed to the DIP Lender in writing; or (iii) any Intercompany Loans;

(h) Pay any dividends, distributions or advances to shareholders of the Borrower, or any management bonus or similar payments (except for the KERP), except to the extent provided for in the DIP Agreement Cash Flow Projection;

(i) Hold or use any bank accounts other than as set out on Schedule "H" or otherwise agreed to by the DIP Lender;

(j) Engage in new businesses;

(k) Change its fiscal year or accounting practices;

(l) Issue any equity;

(m) Take any action (or in any way support the taking of any action by another person) that has, or may have, a material adverse impact on the rights and interests of the DIP Lender, including, without limitation, any action in furtherance of challenging the validity,

enforceability or amount of the obligations owing in respect of the DIP Facility; and

(n) except in accordance with the BMO Purchase Agreement or the SISP Order, commence, continue or seek any stakeholder or court approval for any sale, restructuring transaction or plan without the prior written consent of the DIP Lender in its sole discretion.

18. INDEMNITY AND RELEASE:

The Borrower agrees to indemnify and hold harmless the DIP Lender and each of its directors, officers, employees, agents, attorneys, advisors and affiliates (all such persons and entities being referred to hereafter as "**Indemnified Persons**") from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect or consequential damages and claims for lost profits) which may be incurred by or asserted against or involve any Indemnified Person as a result of or arising out of or in any way related to or resulting from the Proceeding or the Chapter 11 Cases, this DIP Term Sheet or any advance made hereunder, and, upon demand, to pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding (including, without limitation, any inquiry or investigation) or claim (whether or not any Indemnified Person is a party to any action or proceeding out of which any such expenses arise); provided, however, the Borrower shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any loss, claim, damage, expense or liability to the extent it resulted from the gross negligence or willful misconduct of such Indemnified Person as finally determined by a court of competent jurisdiction.

The indemnities granted under this DIP Term Sheet shall survive any termination of the DIP Facility.

The Borrower shall not contest, challenge or in any way oppose (or support any other person in contesting, challenging or opposing) the validity and enforceability of the DIP Obligations or any loan, security or other documents relating thereto. The Borrower further covenants to, and does hereby, release the DIP Lender in its capacity as lender hereunder and its respective predecessors, successors, agents, advisors, representatives and assigns of and from all claims and liabilities relating to any act or omission prior to the date of this DIP Term Sheet.

19. EVENTS OF DEFAULT:

The occurrence of any one or more of the following events, without the prior written consent of the DIP Lender, shall constitute an event of default ("**Event of Default**") under this DIP Term Sheet:

(a) The issuance of an order terminating the Proceeding or lifting the stay in the Proceeding to permit the enforcement of any security against the Borrower or the Collateral (being Collateral with an aggregate fair market value as reasonably determined by the Borrower in excess of $500,000), or the appointment of a receiver

and manager, receiver, interim receiver or similar official or the making of a bankruptcy order against the Borrower or the Collateral (being Collateral with an aggregate fair market value as reasonably determined by the Borrower in excess of $500,000);

(b) The issuance of an order granting a lien of equal or superior status to that of the DIP Charge, other than as provided in section 13 hereof;

(c) The issuance of any Court Order: (i) staying, reversing, vacating or otherwise modifying the DIP Charge; or (ii) that adversely impacts or could reasonably be expected to adversely impact the rights and interests of the DIP Lender in connection with the Collateral or under this DIP Term Sheet or the ARIO, as determined by the DIP Lender, acting reasonably; provided, however, that any such order that provides for payment in full forthwith of all of the obligations of the Borrower under the DIP Facility shall not constitute an Event of Default;

(d) Failure of the Borrower to pay any principal, interest, fees or any other amounts, in each case when due and owing hereunder (subject to a three (3) business day cure period in the case of interest, fees and any other amounts (other than principal amounts) due hereunder);

(e) Any update to the DIP Agreement Cash Flow Projection required to be made in accordance with Section 6 hereof indicating that the Borrower would require additional funding above the Maximum Amount to meet its obligations at any time during the period of the DIP Agreement Cash Flow Projection;

(f) Any representation or warranty by the Borrower herein or in any certificate delivered by the Borrower to the DIP Lender shall be incorrect or misleading in any material respect as of the date made or deemed made;

(g) A court order is made (whether in the Proceeding, the Chapter 11 Cases or otherwise), a liability arises or an event occurs, including any change in the business, assets, or conditions, financial or otherwise, of the Borrower, that has or will have a Material Adverse Effect; provided that the forgoing shall exclude changes to the Borrower's business or its performance (including without limitation collector redemption cadence) solely as a result of commencement, announcement or continuance of the Proceeding, the Chapter 11 Cases, announcement of the BMO Transaction or BL Transaction, performance by the Borrower of its obligations under the BMO Purchase Agreement or BL Purchase Agreement, or conducting the SISP;

(h) Any material breach of any Court Order upon receipt by the Borrower of notice from the DIP Lender of such breach by the Borrower;

(i) Failure of the Borrower to perform or comply with any other term or covenant under this DIP Term Sheet and such default shall continue unremedied for a period of three (3) business days after the earlier of (i) delivery of notice given by the DIP Lender to the Borrower, with a copy to the Monitor or (ii) the Borrower's knowledge of such failure to perform or comply;

(j) Any change of control of the Borrower;

(k) The seeking or support by the Borrower, or the issuance, of any court order (in the Proceeding, the Chapter 11 Cases or otherwise) that is materially inconsistent with the terms of this DIP Term Sheet; or

(l) Without limiting the foregoing, the SISP is not completed by the SISP Order Outside Date.

20. REMEDIES: Upon the occurrence and during the continuance of an Event of Default, whether or not there is availability under the DIP Facility (a) without any notice to the Borrower, the Borrower shall have no right to receive any additional DIP Advances or other accommodation of credit from the DIP Lender except in the sole discretion of the DIP Lender; and (b) the DIP Lender may immediately terminate the DIP Facility and demand immediate payment of all DIP Obligations by providing such a notice and demand to the Borrower, with a copy to the Monitor. With the leave of the Court sought on not less than three (3) business days' notice to the Borrower and the Monitor after the occurrence and during the continuance of an Event of Default, the DIP Lender shall have the right to enforce the DIP Charge and to exercise all other rights and remedies in respect of the DIP Obligations and the DIP Charge, including the right to realize on all Collateral and to apply to the Court for the appointment of a Court-appointed receiver (subject to the application of proceeds of realization to Priority Charges, as applicable), and, subject to the terms of the Intercompany Loan Order, the right to enforce the Intercompany Loan and to exercise all rights and remedies under any documents entered into in respect of the Intercompany Loans against the Parent consistent therewith. No failure or delay by the DIP Lender in exercising any of its rights hereunder or at law shall be deemed a waiver of any kind, and the DIP Lender shall be entitled to exercise such rights in accordance with this DIP Term Sheet at any time. No further Intercompany Loan shall be made by the Borrower after the occurrence of an Event of Default, unless such Event of Default is cured or waived in writing by the DIP Lender, or the DIP Lender otherwise agrees in writing.

21. FEES: The Borrower shall pay to the DIP Lender an upfront fee (the "**Upfront Fee**"), as compensation for making the DIP Facility available, in an amount equal to 2% of the Maximum Amount (being $1,400,000). The Upfront Fee shall be earned and payable upon execution and delivery of this DIP Term

Sheet to the DIP Lender and approval of this DIP Term Sheet, the ARIO and the SISP Order by the Court. The Upfront Fee, once earned and payable, shall be non-refundable under all circumstances and shall be paid by adding the amount of such fee to the principal amount of DIP Obligations on the Closing Date. Amounts representing the Upfront Fee that are added to the principal amount of the DIP Obligations shall thereafter constitute principal and bear interest in accordance with Section 12.

The Borrower shall pay to the DIP Lender a standby fee (the "**Standby Fee**"), calculated at 1.25% per annum on the daily unadvanced portion of the DIP Facility. The Standby Fee shall be calculated and accrue daily from the date hereof. The Borrower shall pay the Standby Fee by adding the amount of such fee to the principal amount of DIP Obligations on the last business day of each calendar month. Amounts representing the Standby Fee that are added to the principal amount of the DIP Obligations shall thereafter constitute principal and bear interest in accordance with Section 12.

22. LEGAL FEES:

The Borrower shall pay by wire transfer, within seven (7) days of receipt of a summary invoice, all reasonable and documented out-of-pocket expenses, including all reasonable legal expenses on a solicitor-client basis, incurred by the DIP Lender in connection with the Proceeding, this DIP Term Sheet and the DIP Facility, including those with any respect to any enforcement of the terms hereof or of the DIP Charge or otherwise incurred in connection with the DIP Facility (the "**Expenses**"), but for certainty excluding the DIP Lender's fees and expenses incurred in connection with the BMO Purchase Agreement and BMO Transaction.

Subject to Court approval of this DIP Term Sheet, all Expenses shall be non-refundable under all circumstances.

23. DIP LENDER APPROVALS:

Any consent, approval, instruction or other expression of the DIP Lender to be delivered in writing may be delivered by any written instrument, including by way of email, by the DIP Lender pursuant to the terms hereof.

24. TAXES:

All payments by the Borrower under this DIP Term Sheet to the DIP Lender, including any payments required to be made from and after the exercise of any remedies available to the DIP Lender upon an Event of Default, shall be made free and clear of, and without reduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any kind or nature whatsoever or any interest or penalties payable with respect thereto now or in the future imposed, levied, collected, withheld or assessed by any country or any political subdivision of any country (collectively, "**Taxes**"), other than Taxes imposed on or measured by net income (however denominated), franchise Taxes, branch profits Taxes and any applicable Canadian withholding Taxes arising as a result of (i) the DIP Lender not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada) ("**ITA**")) with the Borrower at the time of making such payment, or (ii) the DIP Lender being a "specified non-resident shareholder" (as defined in subsection 18(5) of the ITA) of the Borrower or not dealing at arm's length (for the purposes of the ITA) with a "specified shareholder" (as defined in subsection 18(5) of the ITA) of the Borrower,

except, in the case of (i) and (ii), (x) where the non-arm's length relationship arises, or (y) where the DIP Lender is a "specified non-resident shareholder" of the Borrower or does not deal at arm's length with a "specified shareholder" of the Borrower, in connection with or as a result of the DIP Lender having become a party to, executed, delivered, received payments under, performed its obligations under, received or perfected a security interest under, or received or enforced any rights under, any loan document.

25. FURTHER ASSURANCES:

The Borrower shall, at its expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents and things as the DIP Lender may reasonably request for the purpose of giving effect to this DIP Term Sheet. Without limiting the foregoing, the Borrower agrees that if so requested by the DIP Lender, acting reasonably, it shall promptly execute and deliver to the DIP Lender any general security agreement or other security documents securing its obligations to the DIP Lender hereunder in forms reasonable and customary for debtor in possession financings, provided however that the execution of any such security document shall not be a condition precedent to funding the Maximum Amount or DIP Advances hereunder.

26. ENTIRE AGREEMENT; CONFLICT:

This DIP Term Sheet, including the schedules hereto constitutes the entire agreement between the parties relating to the subject matter hereof.

27. AMENDMENTS, WAIVERS, ETC.:

No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this DIP Term Sheet. Any amendment to the terms of this DIP Term Sheet shall be made in writing and signed by the parties hereto.

28. ASSIGNMENT:

After the occurrence and during the continuance of an Event of Default, the DIP Lender may assign this DIP Term Sheet and its rights and obligations hereunder, in whole or in part, to any party acceptable to the DIP Lender in its sole and absolute discretion, provided that the Monitor shall have provided its prior written consent, including that the Monitor is satisfied that the proposed assignee has the financial capacity to act as DIP Lender.

Prior to the occurrence and continuance of an Event of Default, the DIP Lender shall not be permitted to assign its rights and obligations hereunder, in whole or in part, without the prior written consent of (i) the Borrower, such consent not to be unreasonably withheld; and (ii) the Monitor, including that the Monitor is satisfied that the proposed assignee has the financial capacity to act as DIP Lender.

Notwithstanding anything to the contrary in the DIP Term Sheet including without limitation Section 24, hereof, the DIP Lender shall be responsible for and shall indemnify and pay to the Borrower (and its officers and directors if applicable) on demand any costs and expenses incurred or arising in connection with any assignment of this DIP Term Sheet by the DIP Lender (including without limitation any applicable Taxes required to be paid by the Borrower (and its officers and directors if applicable) as a result

of the assignment), other than with respect to any assignment made after the occurrence and during the continuance of an Event of Default, and this indemnity shall survive the termination of the DIP Facility and repayment of the DIP Obligations.

Neither this DIP Term Sheet nor any right and obligation hereunder may be assigned by the Borrower.

29. SEVERABILITY: Any provision in this DIP Term Sheet that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

30. COUNTERPARTS AND SIGNATURES: This DIP Term Sheet may be executed in any number of counterparts and by electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this DIP Term Sheet by signing any counterpart of it.

31. NOTICES: Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:

(a) In the case of the Borrower:

LoyaltyOne, Co.
351 King Street East
Suite 200
Toronto, Ontario M5A 0L6

Attention: Shawn Stewart
Email: sstewart@loyalty.com

With a copy to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036-6745

Attention: Philip Dublin, Meredith Lahaie, Alan Laves
Email: pdublin@akingump.com, mlahaie@akingump.com, alaves@akingump.com

And with a copy to:

Cassels Brock & Blackwell LLP
Scotia Plaza, Suite 2100

40 King St. W
Toronto, ON M5H 3C2

Attention: Ryan Jacobs, Jane Dietrich, Michael Wunder
Email: rjacobs@cassels.com, jdietrich@cassels.com, mwunder@cassels.com

And with a copy to the Monitor:

KSV Restructuring Inc.
150 King Street West
Suite 2308, Box 42
Toronto, Ontario M5H 1J9

Attention: David Sieradzki and Noah Goldstein
Email: dsieradzki@ksvadvisory.com, ngoldstein@ksvadvisory.com

And with a copy to the Monitor's Counsel:

Goodmans LLP
333 Bay Street
Suite 3400
Toronto, Ontario M5H 2S7

Attention: Brendan O'Neill and Chris Armstrong
Email: boneill@goodmans.ca, carmstrong@goodmans.ca

(b) In the case of the DIP Lender:

Bank of Montreal
100 King St West, 19th Floor
Toronto, Ontario, M5X 1A1

Attention: Mike Johnson and Joshua Seager
Email: michaelm.johnson@bmo.com, joshua.seager@bmo.com

With a copy to:

Torys LLP
79 Wellington Street East
Suite 3000
Toronto, ON M5K 1N2

Attention: David Bish / Amanda Balasubramanian
Email: dbish@torys.com / ABalasubramanian@torys.com

	Any such notice shall be deemed to be given and received, when received, unless received after 5:00 EST or on a day other than a business day, in which case the notice shall be deemed to be received the next business day.
32. GOVERNING LAW AND JURISDICTION:	This DIP Term Sheet shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

33. CURRENCY AND JUDGMENT CURRENCY:	Unless otherwise specified herein, all dollar amounts are in the lawful currency of the United States of America. The Borrower shall pay to the DIP Lender all payments on account of principal and interest hereunder in lawful money of the United States of America. If in the recovery by the DIP Lender of any amount owing by the Borrower hereunder in any currency, judgment can only be obtained in another currency and because of changes in the exchange rate of such currencies between the date of judgment and payment in full of the amount of such judgment, the amount received by the DIP Lender is less than the recovery provided for under the judgment, the Borrower shall immediately pay any such shortfall to the DIP Lender and such shortfall can be claimed by the DIP Lender against the Borrower as an alternative or additional cause of action.

- signature pages follow -

IN WITNESS HEREOF, the parties hereby execute this DIP Term Sheet as at the date first above mentioned.

LOYALTYONE, CO.

By: _____

Name: Shawn Stewart

Title: President

BANK OF MONTREAL

By: _____

Name:

Title:

By: _____

Name:

Title:

IN WITNESS HEREOF, the parties hereby execute this DIP Term Sheet as at the date first above mentioned.

LOYALTYONE, CO.

By: _____

Name:

Title:

By: _____

Name:

Title:

BANK OF MONTREAL

By: _____

Name: Ernie Johannson

Title: Group Head, NA Personal & Business Banking

SCHEDULE "A"

Cash Flow Projection

DIP Agreement Cash Flow Projections

LoyaltyOne (Airmiles)

(Unaudited, $USD in millions)

Week Ending	*Week 1* 17-Mar	*Week 2* 24-Mar	*Week 3* 31-Mar	*Week 4* 7-Apr	*Week 5* 14-Apr	*Week 6* 21-Apr	*Week 7* 28-Apr	*Week 8* 5-May	*Week 9* 12-May	*Week 10* 19-May	*Week 11* 26-May	*Week 12* 2-Jun	*Week 13* 9-Jun	13 Week Total
Receipts	$ 2.4	$ 0.7	$ 7.0	$ 19.9	$ 3.3	$ 1.4	$ 3.6	$ 20.8	$ 1.6	$ 1.3	$ 3.9	$ 4.8	$ 20.6	$ 91.4
Disbursements														
Reserve Account Funding	-	(10.3)	(22.8)	-	-	-	-	(15.0)	-	-	-	-	(14.0)	(62.1)
Operating Disbursements	(3.8)	(6.0)	(0.8)	(0.6)	(3.4)	(0.6)	(4.1)	(1.9)	(0.9)	(0.9)	(0.5)	(2.0)	(3.3)	(29.0)
Payroll	-	(2.4)	-	(2.4)	-	(2.4)	-	(2.4)	-	(2.4)	-	(2.4)	-	(14.2)
Corporate Interco Transfers	-	(2.4)	(2.8)	(2.5)	(2.0)	(2.3)	(13.1)	-	-	-	-	-	-	(25.1)
Non-Operating Disbursements	(0.3)	(0.6)	(4.1)	(0.7)	(0.6)	(0.6)	(2.8)	(0.3)	(0.3)	(0.1)	(0.1)	(0.7)	(2.8)	(13.8)
Professional Fees	-	(1.1)	(5.8)	(0.3)	(5.3)	-	(3.8)	(0.3)	(3.9)	-	(3.1)	(0.3)	0.3	(23.5)
DIP Interest & Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Disbursements	**(4.1)**	**(22.7)**	**(36.3)**	**(6.5)**	**(11.2)**	**(5.9)**	**(23.7)**	**(19.9)**	**(5.1)**	**(3.4)**	**(3.7)**	**(5.4)**	**(19.8)**	**(167.7)**
Net Cash Flow	**$ (1.7)**	**$ (22.0)**	**$ (29.3)**	**$ 13.5**	**$ (7.9)**	**$ (4.5)**	**$ (20.2)**	**$ 1.0**	**$ (3.4)**	**$ (2.2)**	**$ 0.2**	**$ (0.5)**	**$ 0.8**	**$ (76.3)**
Beginning Cash Balance	15.4	13.7	14.7	14.9	28.3	20.4	15.9	13.2	14.2	10.8	8.6	8.8	8.3	15.4
Net Cash Flow	(1.7)	(22.0)	(29.3)	13.5	(7.9)	(4.5)	(20.2)	1.0	(3.4)	(2.2)	0.2	(0.5)	0.8	(76.3)
FX Impact	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Financing	-	23.0	29.5	-	-	-	17.5	-	-	-	-	-	(8.0)	62.0
Ending Cash Balance	**$ 13.7**	**$ 14.7**	**$ 14.9**	**$ 28.3**	**$ 20.4**	**$ 15.9**	**$ 13.2**	**$ 14.2**	**$ 10.8**	**$ 8.6**	**$ 8.8**	**$ 8.3**	**$ 1.1**	**$ 1.1**
Memo: DIP Roll-Forwards														
Beginning Balance - Drawn DIP	-	-	23.0	52.5	52.5	52.5	52.5	70.0	70.0	70.0	70.0	70.0	70.0	-
Draw / (Paydown)	-	23.0	29.5	-	-	-	17.5	-	-	-	-	-	(8.0)	62.0
Ending Balance - Drawn DIP	**$ -**	**$ 23.0**	**$ 52.5**	**$ 52.5**	**$ 52.5**	**$ 52.5**	**$ 70.0**	**$ 70.0**	**$ 70.0**	**$ 70.0**	**$ 70.0**	**$ 70.0**	**$ 62.0**	**$ 62.0**
Beginning Balance - PIK Fees & Interest	-	-	1.4	1.5	1.6	1.8	1.9	2.1	2.3	2.5	2.7	2.9	3.1	-
PIK DIP Fees & Interest	-	1.4	0.1	0.1	0.1	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.2	3.3
Ending Balance - PIK Fees & Interest	**$ -**	**$ 1.4**	**$ 1.5**	**$ 1.6**	**$ 1.8**	**$ 1.9**	**$ 2.1**	**$ 2.3**	**$ 2.5**	**$ 2.7**	**$ 2.9**	**$ 3.1**	**$ 3.3**	**$ 3.3**
Total Drawn DIP and PIK Fees & Interest	**$ -**	**$ 24.4**	**$ 54.0**	**$ 54.1**	**$ 54.3**	**$ 54.4**	**$ 72.1**	**$ 72.3**	**$ 72.5**	**$ 72.7**	**$ 72.9**	**$ 73.1**	**$ 65.3**	**$ 65.3**

SCHEDULE “B”

ARIO

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	WEEKDAY, THE #
	)	
JUSTICE CONWAY	)	DAY OF MARCH, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

(the "**Applicant**")

AMENDED AND RESTATED INITIAL ORDER

(Amending Initial Order Dated March 10, 2023)

THIS MOTION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an Amended and Restated Initial Order was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Shawn Stewart sworn March **[●]**, 2023 and the Exhibits thereto (the "**Stewart Affidavit**"), the Pre-Filing Report of KSV Restructuring Inc. ("**KSV**") as the proposed monitor dated **[●]**, and the first report of KSV as the Court-appointed monitor of the Applicant (in such capacity, the "**Monitor**") dated March **[●]**, 2023, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, the Monitor, and the other parties listed on the counsel slip and no one appearing for any other party although duly served as appears from the affidavit of service of Alec Hoy sworn March **[●]**, 2023, and on reading the consent of KSV to act as the Monitor,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Stewart Affidavit.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**").

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and the Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the Stewart Affidavit or, with the prior written consent of the Monitor and the DIP Lender, and on prior notice to the Consenting Stakeholders (as defined in the Transaction Support Agreement) replace it with another substantially similar central cash management system (the "**Cash Management System**"), and

that any present or future bank providing the Cash Management System shall: (i) not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System; (ii) be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System; and (iii) be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan (if any) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that, subject to the terms of the Definitive Documents (as hereinafter defined), the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable prior to, on, or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) with the prior written consent of the Monitor, amounts owing for goods and services actually supplied to the Applicant, including, without limiting the foregoing, services provided by contractors, prior to the date of this Order, with the Monitor considering, among other factors, whether: (i) the supplier or service provider is essential to the Business and ongoing operations of the Applicant and the payment is required to ensure ongoing supply; (ii) making such payment will preserve, protect or enhance the value of the Applicant's Property or the Business; and (iii) the supplier or service provider is required to continue to provide goods or services to the Applicant after the date of this Order, including pursuant to the terms of this Order;

(c) the fees and disbursements of any Assistants retained or employed by the Applicant, at their standard rates and charges;

(d) all outstanding and future amounts related to honouring Collector obligations, whether existing before or after the date of this Order, including customer loyalty and reward programs, incentives, offers and benefits, in each case incurred in the ordinary course of business and consistent with existing policies and procedures; and

(e) any amounts required to comply with the terms of the Reserve Agreement.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and subject to the terms of the Definitive Documents, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicant on or following the date of this Order.

9. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of: (i) employment insurance; (ii) Canada Pension Plan; (iii) Quebec Pension Plan; and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicant or the making of this Order) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, monthly in equal payments on the first day of each month, in advance (but not in arrears) or, with the prior written consent of the Monitor, at such other time intervals and dates as may be agreed to between the Applicant and landlord, in the amounts set out in the applicable lease. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

11. **THIS COURT ORDERS** that, except as specifically permitted herein and subject to the Definitive Documents, the Applicant is hereby directed, until further Order of this Court: (i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (ii) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Applicant's Property; and (iii) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and subject to the terms of the Definitive Documents, have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding $**[●]** in any one transaction or $**[●]** in the aggregate;

(b) in accordance with paragraphs 12 and 13 of this Order, vacate, abandon or quit any leased premises and/or disclaim any real property lease and any ancillary agreements relating to the leased premises in accordance with Section 32 of the CCAA;

(c) disclaim such other arrangements or agreements of any nature whatsoever with whomever, whether oral or written, as the Applicant deems appropriate, in accordance with Section 32 of the CCAA;

(d) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

(e) pursue all avenues of refinancing of its Business or the Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business.

13. **THIS COURT ORDERS** that the Applicant shall provide each relevant landlord with notice of its intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicant disclaims a lease governing a leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Subsection 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then: (i) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice; and (ii) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

TRANSACTION SUPPORT AGREEMENT

15. **THIS COURT ORDERS** that the Transaction Support Agreement is hereby approved and the Applicant is authorized and empowered to enter into the Transaction Support Agreement, nunc pro tunc, subject to such minor amendments as may be consented to by the Monitor and as may be acceptable to each of the parties thereto, and is authorized, empowered and directed to

take all steps and actions in respect of, and to comply with all of its obligations pursuant to, the Transaction Support Agreement.

16. **THIS COURT ORDERS** that, notwithstanding the Stay Period (as hereinafter defined), a counterparty to the Transaction Support Agreement may exercise any termination right that may become available to such counterparty pursuant to the Transaction Support Agreement, provided that such termination right must be exercised pursuant to and in accordance with the Transaction Support Agreement.

NO PROCEEDINGS AGAINST THE LOYALTYONE ENTITIES, THEIR BUSINESS OR THEIR PROPERTY

17. **THIS COURT ORDERS** that until and including May 18, 2023 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**", and collectively, "**Proceedings**") shall be commenced or continued against or in respect of the Applicant, its wholly owned subsidiary LoyaltyOne Travel Services Co./Cie Des Voyages LoyaltyOne ("**Travel Services**" and together with the Applicant, the "**LoyaltyOne Entities**") or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, or the business or property of Travel Services, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the LoyaltyOne Entities or affecting the Business or the Property, or the business or property of Travel Services, are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicant and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of any of the LoyaltyOne Entities or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, or the business or property of Travel Services, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower any of the LoyaltyOne Entities to carry on any business which it is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory

body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

19. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by any of the LoyaltyOne Entities, except with the prior written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the LoyaltyOne Entities or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll and benefit services, accounting services, insurance, transportation services, utility, or other services, to the Business or any of the LoyaltyOne Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by any of the LoyaltyOne Entities or exercising any other remedy provided under the agreements or arrangements, and that any of the LoyaltyOne Entities shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the applicable LoyaltyOne Entities in accordance with the normal payment practices of the applicable LoyaltyOne Entities or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

21. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

NO PRE-FILING VS POST-FILING SET-OFF

22. **THIS COURT ORDERS** that, no Person shall be entitled to set off any amounts that: (i) are or may become due to the Applicant in respect of obligations arising prior to the date hereof with any amounts that are or may become due from the Applicant in respect of obligations arising on or after the date of this Order; or (ii) are or may become due from the Applicant in respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Applicant in respect of obligations arising on or after the date of this Order, each without the consent of the Applicant and the Monitor or further order of this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by Subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of any of the LoyaltyOne Entities other than Joseph L. Motes III and any other person who, at any time after November 5, 2021, has served as a director, officer, or employee of (i) Bread Financial Holdings, Inc. f/k/a Alliance Data Systems Corporation ("**Bread**") or (ii) any other entity that, at any time after November 5, 2021, was or is a direct or indirect subsidiary of Bread) (the "**Directors and Officers**") with respect to any claim against the Directors and Officers that arose before the date hereof and that relates to any obligations of any of the LoyaltyOne Entities whereby the Directors and Officers are alleged under any law to be liable in their capacity as the Directors and Officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

24. **THIS COURT ORDERS** that the Applicant shall indemnify the Directors and Officers against obligations and liabilities that they may incur as a director or officer of any of the LoyaltyOne Entities after the commencement of the within proceedings, except to the extent that, with respect to any Director or Officer, the obligation or liability was incurred as a result of such Director's or Officer's gross negligence or wilful misconduct (the "**D&O Indemnity**").

25. **THIS COURT ORDERS** that the Directors and Officers shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of $15,409,000, unless permitted by further Order of this Court,

as security for the D&O Indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 46 and 48 hereof.

26. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary: (i) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and (ii) the Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicant's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the Definitive Documents, the Chapter 11 Cases, and such other matters as may be relevant to the proceedings herein;

(c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to (i) Bank of Montreal in its capacity as interim lender (the "**DIP Lender**") under the DIP Financing Facility (as hereinafter defined), and (ii) such parties as may be entitled to receive same pursuant to the Transaction Support Agreement, its counsel as and when required or permitted under the Definitive Documents or otherwise requested by the parties entitled to receive such information, acting reasonably, of financial and other information as agreed to between the Applicant and the DIP Lender which may

be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;

(d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel as and when required under the Definitive Documents, or as otherwise agreed to by the DIP Lender;

(e) advise the Applicant in its development of the Plan and any amendments to the Plan;

(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) monitor all payments, obligations and transfers as between the Applicant and its affiliates or subsidiaries;

(h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(j) perform such other duties as are required by this Order or by this Court from time to time.

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

30. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection,

conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

31. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicant, the DIP Lender and the Consenting Stakeholders with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

32. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor, its directors, officers, employees, counsel and other representatives acting in such capacities shall incur no liability or obligation as a result of the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.

33. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, counsel to the Applicant, PJT Partners LP in its capacity as financial advisor to the Applicant (the "**Financial Advisor**"), and Alvarez & Marsal Inc. in its capacity as operational and restructuring advisor to the Applicant (the "**Restructuring Advisor**") shall be paid their reasonable fees and disbursements, whether incurred prior to, on or subsequent to the date of this Order, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor, counsel for the Applicant, the Financial Advisor, and the Restructuring Advisor on a bi-weekly basis.

34. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

35. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, the Applicant's counsel, the Financial Advisor and the Restructuring Advisor shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of $3,000,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such advisors, both before and after the making of this Order, provided however that any Transaction Fees earned by the Financial Advisor shall not be secured by the Administration Charge. The Administration Charge shall have the priority set out in paragraphs 46 and 48 hereof.

APPROVAL OF FINANCIAL ADVISOR AGREEMENT

36. **THIS COURT ORDERS** that the Agreement dated as of July 11, 2022 engaging the Financial Advisor and attached as Exhibit "R" to the Stewart Affidavit (the "**Financial Advisor Agreement**"), and the retention of the Financial Advisor under the terms thereof, is hereby ratified and approved and the Applicant is authorized and directed *nunc pro tunc* to make the payments contemplated thereunder when earned and payable in accordance with the terms and conditions of the Financial Advisor Agreement.

37. **THIS COURT ORDERS** that the Financial Advisor shall be entitled to the benefit of and is hereby granted a charge (the "**Financial Advisor Charge**") on the Property, which charge shall not exceed an aggregate amount of US$6,000,000, as security solely for the Transaction Fees earned and payable pursuant to the terms of the Financial Advisor Agreement. The Financial Advisor Charge shall have the priority set out in paragraphs 46 and 48 herein.

EMPLOYEE RETENTION PLANS

38. **THIS COURT ORDERS** that the Employee Retention Plans, as described in the Stewart Affidavit and attached as Exhibit "Q" to the Stewart Affidavit, is hereby approved and the Applicant is authorized to make the payments contemplated thereunder in accordance with the terms and conditions of the Employee Retention Plans.

39. **THIS COURT ORDERS** that the employee beneficiaries under the Employee Retention Plans shall be entitled to the benefit of and are hereby granted a charge (the "**Employee Retention Plans Charge**") on the Property, which charge shall not exceed an aggregate amount of $5,350,000, unless permitted by further Order of this Court, to secure any payments to the employee beneficiaries under the Employee Retention Plans. The Employee Retention Plans Charge shall have the priority set out in paragraphs 46 and 48 herein.

DIP FINANCING

40. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from the DIP Lender (the "**DIP Financing Facility**") in order to finance the Applicant's working capital requirements, make intercompany loans to Loyalty Ventures Inc. and other general corporate purposes and capital expenditures, all in accordance with the Definitive Documents, provided that borrowings under the DIP Financing Facility shall not exceed the aggregate principal amount of US$70,000,000, unless permitted by further Order of this Court. For the avoidance of doubt, no amounts owing by the Applicant to the DIP Lender or its affiliates, in any capacity, as of the date herein, shall be set off against any amounts available to the Applicant under the DIP Financing Facility.

41. **THIS COURT ORDERS** that the DIP Financing Facility shall be on the terms and subject to the conditions set forth in the term sheet entered into between the Applicant and the DIP Lender dated as of March **[9]**, 2023 and attached as Exhibit "P" to the Stewart Affidavit (the "**DIP Term Sheet**").

42. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, with the DIP Term Sheet, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order. Notwithstanding any other provision in this Order, all payments and other expenditures to be made by the Applicant to any Person (except the Monitor and its counsel) shall be in accordance with the terms of the Definitive Documents.

43. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Applicant's Property up to the maximum amount of US$70,000,000 (plus accrued and unpaid interest, fees and expenses) to secure amounts advanced under the DIP Financing Facility, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 46 and 48 hereof.

44. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence and during the continuance of an Event of Default (as defined in the DIP Term Sheet), whether or not there is availability under the DIP Financing Facility and notwithstanding any stay imposed by this Order: (i) without any notice to the Applicant, the Applicant shall have no right to receive any additional advances thereunder or other accommodation of credit from the DIP Lender except in the sole discretion of the DIP Lender; and (ii) the DIP Lender may immediately terminate the DIP Financing Facility and demand immediate payment of all obligations owing thereunder by providing such a notice and demand to the Applicant, with a copy to the Monitor;

(c) with the leave of the Court, sought on not less than three (3) business days' notice to the Applicant, the Consenting Stakeholders and the Monitor after the occurrence and during the continuance of an Event of Default, the DIP Lender shall have the right to enforce the DIP Lender's Charge and to exercise all other rights and remedies in respect of the obligations owing under the DIP Financing Facility and the DIP Lender's Charge; and

(d) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

45. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or

any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

46. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge, the Employee Retention Plans Charge, the Financial Advisor Charge, and the DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of $3,000,000);

Second – Directors' Charge (to the maximum amount of $15,409,000);

Third – Employee Retention Plans Charge (to the maximum amount of $5,350,000);

Fourth – Financial Advisor Charge (to the maximum amount of US$6,000,000); and

Fifth – DIP Lender's Charge (to the maximum amount of US$70,000,000, plus accrued and unpaid interest, fees and expenses).

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

48. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person notwithstanding the order of perfection or attachment; provided that the Charges shall rank behind Encumbrances in favour of (i) any Person with a properly perfected purchase money security interest under the *Personal Property Security Act* (Ontario) or such other applicable legislation, including without limitation Wells Fargo Equipment Finance Company and (ii) the Reserve Trustee in respect of the Reserve Security.

49. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court on notice to parties in interest, the Applicant shall not grant any

Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the Initial Consenting Stakeholders (as defined in the Transaction Support Agreement), and the beneficiaries of each of the Administration Charge, the Directors' Charge, the Financial Advisor Charge and the DIP Lender's Charge, and the Initial Consenting Stakeholders, or further Order of this Court.

50. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and

(c) the payments made by the Applicant pursuant to this Order, the Definitive Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

51. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property lease.

SERVICE AND NOTICE

52. **THIS COURT ORDERS** that, subject to paragraph 53, the Monitor shall: (i) without delay, publish in the *National Post (National Edition)*, a notice containing the information prescribed under the CCAA in the form attached as Exhibit "Q" to the Stewart Affidavit (the "**Notice**"); and (ii) within five (5) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a copy of the Notice to every known creditor who has a claim against the Applicant of more than $1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Subsection 23(1)(a) of the *CCAA* and the regulations made thereunder.

53. **THIS COURTS ORDERS** that, notwithstanding paragraph 52 of this Order, Subsection 23(1)(a) of the *CCAA*, and the regulations made thereunder, with respect to consumers enrolled in the AIR MILES® Reward Program holding reward miles balances that would entitle them to redeem for items with a value of at least $1,000 (the "**Specified Collectors**"), the Monitor: (i) may satisfy the notice obligation in paragraph 52 (B) hereof by (A) causing the Applicant to email a copy of the Notice to the Specified Collectors at the current email address in the Applicant's records, or, if the Applicant does not have a current email address, (B) publishing the Notice in the manner set out in paragraph 52 hereof and on the case website set out in paragraph 54 hereof; and (ii) subject to further Order of the Court, shall not publish information it receives about the Specified Collectors from the Applicant, shall treat such information as confidential, and shall exclude such information from the list of creditors set out in paragraph 52 hereof.

54. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*, R.R.O. 1990. Reg. 194, as amended (the "**Rules of Civil Procedure**"). Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: https://www.ksvadvisory.com/experience/case/loyaltyone.

55. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide or the CCAA and the regulations thereunder is not practicable, the Applicant, the Monitor and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or electronic message to the Applicant's creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown in the books and records of the Applicant and that any such service or distribution shall be deemed to be received on the earlier of (i) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (ii) the next business day following the date of forwarding thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern Time; or (iii) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

56. **THIS COURT ORDERS** that the Applicant, the Monitor and each of their respective counsel are at liberty to serve or distribute this Order, and any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message (including by e-mail) to the Applicant's creditors or other interested parties and their advisors, as applicable. For greater certainty, any such service or distribution shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of Subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

57. **THIS COURT ORDERS** that, except with respect to any motion to be heard, and subject to further Order of this Court in respect of urgent motions, any interested party wishing to object to the relief sought in a motion brought by the Applicant or the Monitor in these *CCAA* proceedings shall, subject to further order of this Court, provide the service list in these proceedings (the "**Service List**") with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. (Eastern Time) on the date that is two (2) days prior to the date such motion is returnable (the "**Objection Deadline**"). The Monitor shall have the ability to extend the Objection Deadline after consultation with the Applicant.

GENERAL

58. **THIS COURT ORDERS** that any interested party that wishes to amend or vary this Order shall be entitled to appear or bring a motion before this Court on not less than five (5) business days' notice to the Service List and any other party or parties likely to be affected by the Order sought; provided, however, that the Chargees and the DIP Lender shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 44 and 46 hereof with respect to any fees, expenses and disbursements incurred and in respect of advances made under the Definitive Documents, as applicable, until the date this Order may be amended, varied or stayed.

59. **THIS COURT ORDERS** that notwithstanding paragraph 58 of this Order, the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of its powers and duties hereunder or in the interpretation of this Order.

60. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

61. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

62. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

63. **THIS COURT ORDERS** that the Initial Order of this Court dated March 10, 2023 is hereby amended and restated pursuant to this Order, and this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

Court File No. ●

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

AMENDED AND RESTATED INITIAL ORDER

(Amending Initial Order Dated [●])

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SCHEDULE "C"

SISP ORDER

Court File No. CV-●

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	●, THE ●
	)	
JUSTICE CONWAY	)	DAY OF MARCH, 2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

(the "**Applicant**")

SISP APPROVAL ORDER

THIS MOTION, made by the Applicant pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, for an order, *inter alia*, approving the Sale and Investment Solicitation Process in respect of the business and assets of the Applicant and its affiliate, LoyaltyOne Travel Services Co./Cie Des Voyages LoyaltyOne, in the form attached hereto as **Schedule "A"** (the "**SISP**") and certain related relief, was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

ON READING the affidavit of Shawn Stewart sworn March **[●]**, 2023 and the Exhibits thereto (the "**Stewart Affidavit**"), the pre-filing report of KSV Restructuring Inc. ("**KSV**") as the proposed Monitor, and the first report of KSV as the Court-appointed monitor of the Applicant (in such capacity, the "**Monitor**") dated March **[●]**, 2023, and on being advised that the secured creditors who are likely to be affected by the charge created herein were given notice, and on hearing the submissions of counsel for the Applicant, the Monitor, Bank of Montreal (the "**Stalking Horse Purchaser**"), and the other parties listed on the counsel slip, no one appearing for any other party although duly served as appears from the affidavit of service of Alec Hoy sworn March **[●]**, 2023,

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the SISP, the Amended and Restated Initial Order of this Court dated March **[●]**, 2023 (the "**ARIO**") or the Stewart Affidavit, as applicable.

SALE AND INVESTMENT SOLICITATION PROCESS

3. **THIS COURT ORDERS** that the SISP is hereby approved and the Applicant is hereby authorized and directed to implement the SISP pursuant to the terms thereof. The Applicant, the Monitor and the Financial Advisor are hereby authorized and directed to perform their respective obligations and to do all things reasonably necessary to perform their obligations thereunder, subject to prior approval of the Court being obtained before completion of any transaction(s) under the SISP.

4. **THIS COURT ORDERS** that the Applicant, the Monitor and the Financial Advisor and their respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent of losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of the Applicant, the Monitor or the Financial Advisor, as applicable, in performing their obligations under the SISP, as determined by this Court in a final order that is not subject to appeal or other review.

5. **THIS COURT ORDERS** that in overseeing the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the ARIO and any other Order of this Court in the within proceeding.

STALKING HORSE PURCHASE AGREEMENT

6. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to enter into the purchase agreement dated March **[●]**, 2023 (the "**Stalking Horse Purchase Agreement**") between the Applicant and the Stalking Horse Purchaser attached as Exhibit "O" to the Stewart Affidavit, *nunc pro tunc,* and such minor amendments as may be acceptable to each of the parties thereto and in consultation with the Consenting Stakeholders, with the approval of the Monitor; provided that, nothing herein approves the sale and the vesting of any Property to the Stalking Horse Purchaser (or any of its designees) pursuant to the Stalking Horse Purchase Agreement and that the approval of any sale and vesting of any such Property shall be considered by this Court on a subsequent motion made to this Court if the transaction set out in the Stalking Horse Purchase Agreement is the Successful Bid pursuant to the SISP.

7. **THIS COURT ORDERS** that, as soon as reasonably practicable following the Applicant and the Stalking Horse Purchaser agreeing to any amendment to the Stalking Horse Purchase Agreement permitted pursuant to the terms of this Order, the Applicant shall: (a) file a copy thereof with this Court; (b) serve a copy thereof on the Service List; and (c) provide a copy thereof to each SISP Participant (as hereinafter defined), excluding from the public record any confidential information that the Applicant and the Stalking Horse Purchaser, with the consent of the Monitor, agree should be redacted.

BID PROTECTONS

8. **THIS COURT ORDERS** that the Bid Protections are hereby approved and the Applicant is hereby authorized and directed to pay the Bid Protections to the Stalking Horse Purchaser (or

to such other person as it may direct) in the manner and circumstances described in the Stalking Horse Purchase Agreement.

9. **THIS COURT ORDERS** that the Stalking Horse Purchaser shall be entitled to the benefit of and is hereby granted a charge (the "**Bid Protections Charge**") on the Property, which charge shall not exceed US$4,000,000, as security for payment of the Bid Protections in the manner and circumstances described in the Stalking Horse Purchase Agreement.

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

11. **THIS COURT ORDERS** that the Bid Protections Charge shall constitute a charge on the Property and the Bid Protections Charge shall rank in priority to all other Encumbrances in favour of any Person notwithstanding the order of perfection or attachment, other than (i) any Person with a properly perfected purchase money security interest under the *Personal Property Security Act* (Ontario) or such other applicable legislation, including without limitation Wells Fargo Equipment Finance Company; (ii) the Reserve Trustee in respect of the Reserve Security; and (iii) the Charges.

12. **THIS COURT ORDERS** that except for the Charges or as may be approved by this Court on notice to parties in interest, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Bid Protections Charge, unless the Applicant also obtains the prior written consent of the Monitor and the Stalking Horse Purchaser, or further Order of this Court.

13. **THIS COURT ORDERS** that the Bid Protections Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Stalking Horse Purchaser shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Bid Protections Charge nor the execution, delivery, perfection, registration or performance of the Stalking Horse Purchase Agreement shall create, cause or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

(b) the Stalking Horse Purchaser shall not have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Bid Protection Charge or the execution, delivery or performance of the Stalking Horse Purchase Agreement; and

(c) the payments made by the Applicant pursuant to this Order, the Stalking Horse Purchase Agreement and the granting of the Bid Protection Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

14. **THIS COURT ORDERS** that the Bid Protection Charge created by this Order over leases of real property in Canada shall only be a charge in the Applicant's interest in such real property lease.

15. **THIS COURT ORDERS AND DECLARES** that the Stalking Horse Purchaser, with respect to the Bid Protections Charge only, shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the BIA.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions the Monitor, the Applicant, the Financial Advisor and their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants that are party to a non-disclosure agreement with the Applicant (each, a "**SISP Participant**") and their respective advisors personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each SISP Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Monitor, the Financial Advisor or the Applicant, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Monitor, the Financial Advisor or the Applicant. Any bidder with a Successful Bid shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return

all other personal information to the Monitor, the Financial Advisor or the Applicant, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Monitor, the Financial Advisor or the Applicant.

GENERAL

17. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

18. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

19. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

SCHEDULE “A”
SALE AND INVESTMENT SOLICITATION PROCESS

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

Court File No. ●

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SISP APPROVAL ORDER

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SCHEDULE “D”

SISP

Sale and Investment Solicitation Process

1. On March 10, 2023, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") granted an order (the "**Initial Order**"), among other things, granting LoyaltyOne, Co. (the "**Applicant**") relief pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**").

2. On March [●], 2023, the Court granted (i) an order amending and restating the Initial Order (the "**ARIO**"), and (ii) an order (the "**SISP Approval Order**") that, among other things: (a) authorized LoyaltyOne, Co. (the "**Applicant**") to implement a sale and investment solicitation process ("**SISP**") in accordance with the terms hereof; (b) authorized and empowered the Applicant to enter into the Stalking Horse Purchase Agreement; (c) approved the Bid Protections; and (d) granted the Bid Protections Charge. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the ARIO or the SISP Approval Order, as applicable. Copies of the ARIO and the SISP Approval Order can be found at https://www.ksvadvisory.com/experience/case/loyaltyone.

3. This SISP sets out the manner in which: (a) binding bids for executable transaction alternatives that are superior to the sale transaction contemplated by the Stalking Horse Purchase Agreement involving the business and assets of the Applicant and its subsidiary, LoyaltyOne Travel Services Co./Cie Des Voyages (together with the Applicant, the "**LoyaltyOne Entities**"), will be solicited from interested parties; (b) any such bids received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of any Successful Bid will be sought. Such transaction alternatives may include, among other things, a sale of some or all of the Applicant's assets and/or business and/or an investment in the Applicant, each of which shall be subject to all terms set forth herein.

4. The SISP shall be conducted by the Applicant with the assistance of PJT Partners LP (the "**Financial Advisor**") under the oversight of KSV Restructuring Inc., in its capacity as Court-appointed monitor (the "**Monitor**") of the Applicant and the Monitor shall be entitled to receive all information in relation to the SISP.

5. Parties who wish to have their bids considered must participate in the SISP as conducted by the Applicant with the assistance of the Financial Advisor.

6. The SISP will be conducted such that the Applicant and the Financial Advisor will (under the oversight of the Monitor):

    a) disseminate marketing materials and a process letter to potentially interested parties identified by the Applicant and the Financial Advisor;
    b) solicit interest from parties with a view to such interested parties entering into non-disclosure agreements (parties shall only obtain access to the data room and be permitted to participate in the SISP if they execute a non-disclosure agreement that is in form and substance satisfactory to the Applicant);
    c) provide applicable parties with access to a data room containing diligence information; and
    d) request that such parties (other than the Stalking Horse Purchaser or its designee) submit a binding offer meeting at least the requirements set forth in Section 8

below, as determined by the Applicant in consultation with the Monitor (a "**Qualified Bid**"), by the Qualified Bid Deadline (as defined below).

7. The SISP shall be conducted subject to the terms hereof and the following key milestones:

    a) the Court issues the SISP Approval Order approving the: (i) SISP and (ii) the Stalking Horse Purchase Agreement as the stalking horse in the SISP and the Applicant entering into same – by no later than March 20, 2023;[1]
    b) the Applicant to commence solicitation process by no later than March 23, 2023;
    c) Deadline to submit a Qualified Bid – 5:00 p.m. Eastern Time on April 27, 2023 (the "**Qualified Bid Deadline**");
    d) Deadline to determine whether a bid is a Qualified Bid and, if applicable, to notify those parties who submitted a Qualified Bid of the Auction (as defined below) – by no later than 5:00 p.m. Eastern Time on May 1, 2023;
    e) the Applicant to hold an Auction (if applicable) and select a Successful Bid – by no later than 10:00 a.m. Eastern Time on May 4, 2023;
    f) Approval and Vesting Order (as defined below) hearing:
        - (if there is no Auction) – by no later than May 15, 2023, subject to Court availability;
        - (if there is an Auction) – by no later than May 18, 2023, subject to Court availability; and
    g) closing of the Successful Bid as soon thereafter as possible and, in any event, by not later than June 30, 2023, provided that such date shall be extended by up to 90 days where regulatory approvals are the only material remaining conditions to closing (the "**Outside Date**").

8. In order to constitute a Qualified Bid, a bid must comply with the following:

    a) it provides for aggregate consideration, payable in full on closing, in an amount equal to or greater than US$165 million (the "**Consideration Value**"), and provides a detailed sources schedule that identifies, with specificity, the composition of the Consideration Value and any assumptions that could reduce the net consideration payable including details of any material liabilities that are being assumed or being excluded;
    b) it includes an assumption of all obligations of the Applicant: (i) to consumers enrolled in the AIR MILES® Reward Program; and (ii) pursuant to the terms of that certain Amended and Restated Redemption Reserve Agreement dated December 31, 2001 and that certain Amended and Restated Security Agreement dated as of December 31, 2001, each such agreement between Loyalty Management Group Canada Inc. and Royal Trust Corporation of Canada;
    c) as part of the Consideration Value, it provides cash consideration sufficient to pay: (i) all outstanding obligations under the DIP Term Sheet; (ii) any obligations in priority to amounts owing under the DIP Term Sheet, including any applicable charges granted by the Court in the Applicant's CCAA proceeding; (iii) an amount of US$5 million to fund a wind-up of the Applicant's CCAA proceeding and any further proceedings or wind-up costs; and (iv) an amount of US$4 million to satisfy the Bid Protections;

[1] To the extent any dates would fall on a non-business day, they shall be deemed to be the first business day thereafter.

d) closing of the transaction by not later than the Outside Date;
e) it contains:
    i. duly executed binding transaction document(s);
    ii. the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equityholder(s);
    iii. a redline to the Stalking Horse Purchase Agreement;
    iv. evidence of authorization and approval from the bidder's board of directors (or comparable governing body) and, if necessary to complete the transaction, the bidder's equityholder(s);
    v. disclosure of any connections or agreements with the LoyaltyOne Entities or any of their affiliates, any known, potential, prospective bidder, or any officer, manager, director, member or known equity security holder of the LoyaltyOne Entities or any of their affiliates; and
    vi. such other information reasonably requested by the Applicant or the Monitor;
f) it includes a letter stating that the bid is submitted in good faith, is binding and is irrevocable until closing of the Successful Bid; provided, that if such bid is not selected as the Successful Bid or as the next-highest or otherwise best Qualified Bid as compared to the Successful Bid (such bid, the "**Back-Up Bid**") it shall only remain irrevocable until selection of the Successful Bid;
g) it provides that the bid will serve as a Back-Up Bid if it is not selected as the Successful Bid and if selected as the Back-Up Bid it will remain irrevocable until the earlier of (i) closing of the Successful Bid or (ii) closing of the Back-Up Bid;
h) it provides written evidence of a bidder's ability to fully fund and consummate the transaction (including financing required, if any, prior to the closing of the transaction to finance the proceedings) and satisfy its obligations under the transaction documents, including binding equity/debt commitment letters and/or guarantees covering the full value of all cash consideration and the additional items (in scope and amount) covered by the guarantees provided by affiliates of the bidder in connection with the Successful Bid;
i) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
j) it is not conditional upon:
    i. approval from the bidder's board of directors (or comparable governing body) or equityholder(s);
    ii. the outcome of any due diligence by the bidder; or
    iii. the bidder obtaining financing;
k) it includes an acknowledgment and representation that the bidder (i) has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid, (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Applicant, the Financial Advisor, the Monitor and their respective employees, officers, directors, agents, advisors and other representatives, regarding the proposed transactions, this SISP, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed transaction documents; (iii) is making its bid on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Applicant, the Financial

Advisor, the Monitor or any of their respective employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in the proposed transactions documents (iv) is bound by this SISP and the SISP Approval Order, and (v) is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the SISP or its bid;

l) it specifies any regulatory or other third-party approvals the party anticipates would be required to complete the transaction (including the anticipated timing necessary to obtain such approvals);

m) it includes full details of the bidder's intended treatment of the LoyaltyOne Entities' employees under the proposed bid;

n) it is accompanied by a cash deposit (the "**Deposit**") by wire transfer of immediately available funds equal to 10% of the Consideration Value, which Deposit shall be retained by the Monitor in an interest bearing trust account in accordance with the terms hereof;

o) it includes a statement that the bidder will bear its own costs and expenses (including legal and advisor fees) in connection with the proposed transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis; and

p) it is received by the Applicant, with a copy to the Financial Advisor and the Monitor, by the Qualified Bid Deadline at the email addresses specified on Schedule "B" hereto.

9. The Qualified Bid Deadline may be extended by: (a) the Applicant for up to no longer than seven days with the consent of the Monitor; or (b) further order of the Court. In such circumstances, the milestones contained in Subsections 7 (d) to (f) shall be extended by the same amount of time.

10. The Applicant, in consultation with the Monitor, may waive compliance with any one or more of the requirements specified in Section 8 above and deem a non-compliant bid to be a Qualified Bid, provided that the Applicant shall not waive compliance with the requirements specified in Subsections 7 (a), (b), (c), (d)), (e)(i), (e)(ii), (e)(iv), (f), (k) or (n) without the prior written consent of the Stalking Horse Purchaser, acting reasonably.

11. Notwithstanding the requirements specified in Section 8 above, the transaction contemplated by the Stalking Horse Purchase Agreement (the "**Stalking Horse Bid**"), is deemed to be a Qualified Bid, provided that, for greater certainty: (i) no Deposit shall be required to be submitted in connection with the Stalking Horse Bid; and (ii) the Stalking Horse Bid shall not serve as a Back-Up Bid.

12. If one or more Qualified Bids (other than the Stalking Horse Bid) has been received by the Applicant on or before the Qualified Bid Deadline, the Applicant shall proceed with an auction process to determine the successful bid(s) (the "**Auction**"), which Auction shall be administered in accordance with Schedule "A" hereto. The successful bid(s) selected pursuant to the Auction shall constitute the "**Successful Bid**". Forthwith upon determining to proceed with an Auction, the Applicant shall provide written notice to each party that submitted a Qualified Bid (including the Stalking Horse Bid) of which Qualified Bid is the highest or otherwise best bid (as determined by the Applicant, in consultation with the Monitor) along with a copy of such bid.

13. If by the Qualified Bid Deadline, no Qualified Bid (other than the Stalking Horse Bid) has been received by the Applicant, then the Stalking Horse Bid shall be deemed the Successful Bid and shall be consummated in accordance with and subject to the terms of the Stalking Horse Purchase Agreement.

14. Following selection of a Successful Bid, the Applicant, with the assistance of its advisors, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the milestones set out in Section 7. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the Applicant, in consultation with the Monitor, the Applicant shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the Applicant to complete the transactions contemplated thereby, as applicable, and authorizing the Applicant to: (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the transaction(s) contemplated in such Successful Bid (each, an "**Approval and Vesting Order**"). If the Successful Bid is not consummated in accordance with its terms, the Applicant shall be authorized, but not required, to elect that the Back-Up Bid (if any) is the Successful Bid.

15. If a Successful Bid is selected and an Approval and Vesting Order authorizing the consummation of the transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid. Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid will be returned to the applicable bidder as soon as reasonably practicable (but not later than ten (10) business days) after the date upon which the Successful Bid is approved pursuant to an Approval and Vesting Order or such earlier date as may be determined by the Applicant, in consultation with the Monitor; provided, the Deposit in respect of the Back-Up Bid shall not be returned to the applicable bidder until the closing of the Successful Bid.

16. The Applicant shall provide information in respect of the SISP to consenting stakeholders who are party to support agreements with the Applicant (the "**Consenting Stakeholders**") on a confidential basis and who have agreed to not submit a bid in connection with the SISP, including (A) access to the data room, (B) copies (or if not provided to the Applicant in writing, a description) of any Qualified Bid, no later than one (1) calendar day following receipt thereof by the Applicant or its advisors and (C) such other information as reasonably requested by the Consenting Stakeholders or their respective legal counsel or financial advisors (including Piper Sandler Corp. and FTI Consulting Canada Inc. (collectively, the "**Lender FAs**")) or as necessary to keep the Consenting Stakeholders informed no later than one (1) calendar day after any such request or any material change to the proposed terms of any bid received, including any Qualified Bid, as to the terms of any bid, including any Qualified Bid, (including any changes to the proposed terms thereof) and the status and substance of discussions related thereto. The Financial Advisor shall consult with the Lender FAs in respect of the Applicant's conduct of the SISP and prior to the Applicant making decisions in respect of the SISP (and during an Auction include the Lender FAs in discussions with Qualified Bidders, where practicable).

17. The Applicant shall be permitted, in its discretion, to provide general updates and information in respect of the SISP to counsel to any creditor (each a "**Creditor**") on a confidential basis, upon: (a) the irrevocable confirmation in writing from such counsel that the applicable Creditor will not submit any bid in the SISP; and (b) counsel to such Creditor executing confidentiality agreements with the Applicant, in form and substance satisfactory to the Applicant and the Monitor.

18. Any amendments to this SISP may only be made by the Applicant with the written consent of the Monitor, or by further order of the Court, provided that the Applicant shall not amend the requirements specified in Subsections 7(a), (b), (c), (d)), (e)(i), (e)(ii), (e)(iv), (f), (k) or (n) without the prior written consent of the Stalking Horse Purchaser, acting reasonably.

SCHEDULE "A": AUCTION PROCEDURES

1. Auction. If the Applicant receives at least one Qualified Bid (other than the Stalking Horse Bid), the Applicant will conduct and administer the Auction in accordance with the terms of the SISP. Instructions to participate in the Auction, which will take place via video conferencing, will be provided to Qualified Parties (as defined below) not less than 24 hours prior to the Auction.

2. Participation. Only parties that provided a Qualified Bid by the Qualified Bid Deadline, including, for greater certainty, the Stalking Horse Bid (collectively, the "**Qualified Parties**" and each a "**Qualified Party**"), shall be eligible to participate in the Auction. No later than 5:00 p.m. Eastern Time on the day prior to the Auction, each Qualified Party must inform the Applicant and the Monitor in writing whether it intends to participate in the Auction. The Applicant will promptly thereafter inform in writing each Qualified Party who has expressed its intent to participate in the Auction of the identity of all other Qualified Parties that have indicated their intent to participate in the Auction. If no Qualified Party (including the Stalking Horse Purchaser) provides such expression of intent, the highest or otherwise best Qualified Bid as determined by the Applicant, in consultation with the Monitor, shall be designated as the Successful Bid (as defined below).

3. Auction Procedures. The Auction shall be governed by the following procedures:

a. **Attendance.** Only the Applicant, the Qualified Parties, the Monitor, and Consenting Stakeholders, and each of their respective advisors will be entitled to attend the Auction, and only the Qualified Parties will be entitled to make any Overbids (as defined below) at the Auction;

b. **No Collusion.** Each Qualified Party participating at the Auction shall be required to confirm on the record at the Auction that: (a) it has not engaged in any collusion with respect to the Auction and the bid process; and (b) its bid is a good-faith *bona fide* offer, it is irrevocable and it intends to consummate the proposed transaction if selected as the Successful Bid (as defined below);

c. **Minimum Overbid and Back-Up Bid.** The Auction shall begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the Applicant, in consultation with the Monitor (the "**Initial Bid**"), and any bid made at the Auction by a Qualified Party subsequent to the Applicant's announcement of the Initial Bid (each, an "**Overbid**"), must proceed in minimum additional cash increments of US$1,000,000, and all such Overbids shall be irrevocable until closing of the Successful Bid; provided, that if such Overbid is not selected as the Successful Bid or as the Back-Up Bid (if any) it shall only remain irrevocable until selection of the Successful Bid;

d. **Bidding Disclosure.** The Auction shall be conducted such that all bids will be made and received in one group video-conference, on an open basis, and all Qualified Parties will be entitled to be present for all bidding with the understanding that the true identity of each Qualified Party will be fully disclosed to all other Qualified Parties and that all material terms of each

subsequent Qualified Bid will be fully disclosed to all other Qualified Parties throughout the entire Auction; provided, however, that the Applicant, in its discretion, may establish separate video conference rooms to permit interim discussions among the Applicant, the Monitor and individual Qualified Parties with the understanding that all formal bids will be delivered in one group video conference, on an open basis;

e. **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each participating Qualified Party has had the opportunity to submit an Overbid with full knowledge and confirmation of the then-existing highest or otherwise best bid and no Qualified Party submits an Overbid; and

f. **No Post-Auction Bids**. No bids will be considered for any purpose after the Successful Bid has been designated, and therefore the Auction has concluded.

Selection of Successful Bid

4. Selection. During the Auction, the Applicant, in consultation with the Monitor, will: (a) review each subsequent Qualified Bid, considering the factors set out in Section 8 of the SISP and, among other things, (i) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same, (ii) the value of any assumption of liabilities or waiver of liabilities not otherwise accounted for in (i) above, (iii) the likelihood of the Qualified Party's ability to close a transaction by not later than the Outside Date (including factors such as: the transaction structure and execution risk; conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals), (iv) the likelihood of the Court's approval of the Successful Bid, (v) the net benefit to the Applicant and its stakeholders and (vi) any other factors the directors or officers of Applicant may, consistent with their fiduciary duties, reasonably deem relevant; and (b) identify the highest or otherwise best bid received at the Auction (the "**Successful Bid**" and the Qualified Party making such bid, the "**Successful Party**").

5. Acknowledgement. The Successful Party shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made within one business day of the Successful Bid being selected as such, unless extended by the Applicant in its sole discretion, subject to the milestones set forth in Section 7 of the SISP.

SCHEDULE "B": E-MAIL ADDRESSES FOR DELIVERY OF BIDS

To the counsel for the Applicant:

rjacobs@cassels.com; jdietrich@cassels.com; jroy@cassels.com; cground@cassels.com; jbornstein@cassels.com; pdublin@akingump.com; skuhn@akingump.com; emcgrady@akingump.com; mlahaie@akingump.com; alaves@akingump.com

with a copy to the Financial Advisor:

baird@pjtpartners.com; daniel.degosztonyi@pjtpartners.com

and with a copy to the Monitor and counsel to the Monitor:

dsieradzki@ksvadvisory.com; ngoldstein@ksvadvisory.com; boneill@goodmans.ca; carmstrong@goodmans.ca

SCHEDULE "E"

Form of Drawdown Certificate

DRAWDOWN CERTIFICATE

TO: **BANK OF MONTREAL** (the "**DIP Lender**")

FROM: **LOYALTYONE, CO.** (the "**Borrower**")

DATE: ■

1. This certificate is delivered to you, as DIP Lender, in connection with a request for a DIP Advance pursuant to the DIP Term Sheet made as of March 10, 2023, between the Borrower and the DIP Lender, as amended, supplemented, restated or replaced from time to time (the "**DIP Term Sheet**"). All defined terms used, but not otherwise defined, in this certificate shall have the respective meanings set forth in the DIP Term Sheet, unless the context requires otherwise.

2. The Borrower hereby requests a DIP Advance as follows:

   (a) Date of DIP Advance: _____

   (b) Aggregate amount of DIP Advance: $■

   to be transferred into the Borrower's Account by direct deposit.

3. All of the representations and warranties of the Borrower as set forth in the DIP Term Sheet are true and correct as at the date hereof, as though made on and as of the date hereof (except for any representations and warranties made as of a specific date, which shall be true and correct as of the specific date made).

4. All of the covenants of the Borrower contained in the DIP Term Sheet and all other terms and conditions contained in the DIP Term Sheet to be complied with by the Borrower, and not waived in writing by or on behalf of the DIP Lender, have been complied with.

5. The Borrower is in compliance with the Court Orders.

6. The proceeds of the DIP Advance hereby requested will be applied solely in accordance with the DIP Agreement Cash Flow Projection, or as has been otherwise agreed to by the DIP Lender.

7. No Default or Event of Default has occurred and is continuing nor will any such event occur as a result of the DIP Advance hereby requested.

LOYALTYONE, CO.

By: _____

Name:

Title:

cc: KSV Restructuring Inc., in its capacity as the Court-appointed monitor of the Borrower in the Proceeding.

SCHEDULE "F"

Permitted Encumbrances

"Permitted Encumbrances" means:

(i) liens or hypothecs for taxes, assessments or governmental charges incurred in the ordinary course of business that are not yet due and payable or the validity of which is being actively and diligently contested in good faith by the Borrower or in respect of which the Borrower has established on its books reserves considered by it and its auditors to be adequate therefor;

(ii) construction, mechanics', carriers', repairers', storers' warehousemen's and materialmen's liens or hypothecs, and liens or hypothecs in respect of vacation pay, workers' compensation, unemployment insurance or similar statutory obligations, provided the obligations secured by such liens are not yet due and payable or which are being contested in good faith by the Borrower and in respect of which the Borrower has established on its books reserves considered by it and its auditors to be adequate therefor;

(iii) deposits to secure public or statutory obligations or in connection with any matter giving rise to a lien described in (ii) above;

(iv) any liens, security interests, encumbrances, hypothecs or other charges in favour of the DIP Lender or with respect to the Existing Debt;

(v) any lien or hypothec, other than a construction lien, payment of which has been provided for by deposit with a bank of an amount in cash, or the obtaining of a surety bond or letter of credit satisfactory to the DIP Lender, sufficient in either case to pay or discharge such lien or upon other terms satisfactory to the DIP Lender;

(vi) normal and customary rights of setoff or compensation upon deposits in favour of depository institutions, and liens of a collecting bank on cheques and other payment items in the course of collection;

(vii) as at the date hereof, any of the following existing security interests, hypothecs, mortgages, pledges, encumbrances, liens and charges evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry in any provinces or territories in Canada or under the Civil Code of Quebec in favour of:

(1) RBC Investor Services Trust (as Trustee of the Reserve Fund) against the Reserve Fund (as those terms are defined in the Amended and Restated Redemption Reserve Agreement dated as of December 31, 2001 between Loyalty Management Group Canada Inc. and Royal Trust Corporation of Canada, as amended) (the "**Reserve Security**"); and

(y) Wells Fargo Equipment Finance Company (the "**Equipment Lessor Security**");

(viii) liens given to a public utility or any municipality or governmental authority when required by such utility or authority in connection with the operations of that person in the ordinary course of its business;

(ix) liens arising from: (A) operating leases, conditional sales agreements, financing leases and title retention or consignment arrangements for the sale of goods, and the precautionary PPSA or equivalent financing statement filings or similar registrations in respect thereof; and (B) equipment or other materials which are not owned by the Borrower located on the premises of the Borrower from time to time in the ordinary course of business of the Borrower and the precautionary PPSA or equivalent financing statement filings or similar registrations in respect thereof;

(x) any other lien or hypothec that the DIP Lender approves in writing as a Permitted Encumbrance;

(xi) undetermined or inchoate liens and charges incidental to construction or repairs or operations which have not at such time been filed pursuant to law against the Borrower or which relate to obligations not due or delinquent;

(xii) the right reserved to or vested in any municipality or government, or to any statutory or public authority, by the terms of any lease, license, franchise, grant or permit acquired by the Borrower or any statutory provision to terminate any such lease, license, franchise, grant or permit, or to require annual or other periodic payments as a condition to the continuance thereof;

(xiii) the reservations, limitations, provisos and conditions (if any) expressed in any original grant from the Crown;

(xiv) servitudes, easements, rights of way or similar rights in land granted to or reserved by other persons including minor title defects effecting real property such as reservations and limitations expressed in any original grant from the Crown or as a result of statutory reservations and exceptions to title;

(xv) post-ARIO liens securing purchase money obligations, provided such liens charge only the assets subject to the purchase money obligation and the proceeds thereof and no other asset; and

(xvi) liens securing judgments for the payment of money which do not constitute an Event of Default under this DIP Term Sheet.

"**Specified Permitted Encumbrance**" means (a) the liens listed in item (vii) of the definition of Permitted Encumbrance and (b) any other lien or hypothec that the DIP Lender approves in writing as a Specified Permitted Encumbrance.

For certainty, any liens, security interests, encumbrances, hypothecs or other charges in favour or with respect to the Existing Debt shall not constitute Specified Permitted Encumbrances.

SCHEDULE "G"

LITIGATION

See Schedule 4.29(c) of the Disclosure Letter (as that term is defined in the BMO Purchase Agreement).

SCHEDULE "H"

BANK ACCOUNTS

LoyaltyOne, Co. & LoyaltyOne Travel Services Co.
Cash on Hand by Bank Account
As of 3/3/23

(in USD)

Bank	Country	Account	Account Purpose	LE Mapping	Currency
AIRMILES Accounts					
Bank of Montreal	Canada	x0972	Operating Account	LoyaltyOne, Co.	CAD
Bank of Montreal	Canada	x1204	Payroll Checks (not in use)	LoyaltyOne, Co.	CAD
Bank of Montreal	Canada	x8324	Accounts Payable - CAD	LoyaltyOne, Co.	CAD
Bank of Montreal	Canada	x3105	Collections and Payables - USD	LoyaltyOne, Co.	USD
CIBC	Canada	x6316	Short Term Investments	LoyaltyOne, Co.	CAD
ScotiaBank	Canada	x6212	Short Term Investments	LoyaltyOne, Co.	CAD
Airmiles Operating Subtotal					
Bank of Montreal	Canada	x0741	CAD Operating Account	LoyaltyOne Travel Services Co.	CAD
Bank of Montreal	Canada	x3973	USD Operating Account	LoyaltyOne Travel Services Co.	USD
Bank of Montreal	Canada	x4041	Non-Travel Disbursements	LoyaltyOne, Co.	CAD
Airmiles Redemption & Travel Accounts (Non-Trust) Subtotal					
Bank of Montreal	Canada	x0901	CAD Trust Account	LoyaltyOne Travel Services Co.	CAD
Bank of Montreal	Canada	x8174	Quebec Trust (Collector Deposits)	LoyaltyOne Travel Services Co.	CAD
Bank of Montreal	Canada	x2246	Not Used but Active	LoyaltyOne Travel Services Co.	CAD
Airmiles Redemption & Travel Accounts (Trust) Subtotal					
Royal Bank of Canada	Canada	X1692	DREAM (003)	LoyaltyOne, Co.	CAD
Royal Bank of Canada	Canada	X5399	CASH (005)	LoyaltyOne, Co.	CAD
Royal Bank of Canada	Canada	Investments	Trust Investments	LoyaltyOne, Co.	CAD
RBC Reserve Trust Subtotal					
AIRMILES Grand Total					

Legend:

Operating Accounts (in weekly cash flow)
Excluded Cash
AIRMILES Restricted Accounts
Divison Total

This is **Exhibit "Q"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario

……..
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

LoyaltyOne

Summary Purpose

In connection with a filing under the *Companies' Creditors Arrangement Act* (the "**CCAA**") and subject to approval by the Ontario Superior Court of Justice (Commercial List), LoyaltyOne, Co. (the "**Company**") proposes to provide the following retention plans (the "**Employee Retention Plans**").

Retention Plan

Purpose: The Company has historically offered an Annual Incentive Compensation Plan ("**IC Plan**") for substantially all salaried employees, which has represented a significant portion of compensation for some employees. This Retention Plan is intended to replace the IC Plan and provide time-based incentives to prevent attrition during the CCAA proceeding.

Payment Amounts: The Retention Plan payment will be an amount equal to base pay multiplied the IC target for each employee. Historical IC targets set out in the IC Plan or individual offer letters range from 8.5% to 100% of base salary and are not modified by this Retention Plan.

Timing of Payment: The Retention Plan payments will be paid in equal monthly installments with each payment being made at the end of month. In the event that the Company consummates a transaction pursuant to the court approved sale and investment solicitation process (a "**Qualifying Transaction**"), the payment of the monthly installment under the Retention Plan for the month in which closing occurs will be accelerated to the closing date and no further amounts will be payable under the Retention Plan.

Eligibility Requirements: To be eligible for a payment under the Retention Plan, the employee must be actively employed for the entire applicable month and on the incentive payment date. On a termination of employment due to cause or resignation, the employee will forfeit all entitlement to payments under the Retention Plan. On a termination without cause, the employee will receive payment for the month in which the termination occurs.

Key Employee Retention Plan ("KERP")

Purpose: The KERP provides retention incentive for certain key employees and executives (the "**Retention Bonus**").

Payment Amounts: The Company has historically provided annual long-term incentive (LTI) awards under the Loyalty 2021 Omnibus Incentive Plan to certain key employees and executives. The Retention Bonus is in lieu of an annual LTI award for the 2023 calendar year and is calculated as follows:

1. For key executives identified as essential to the CCAA proceeding, the Retention Bonus will generally equal 2/3 of the 2022 target LTI value (the "**Executive Retention Bonus**").

2. For employees identified as key to the CCAA process, the Retention Bonus will generally equal 1/3 of the 2022 target LTI value (the "**Key Employee Retention Bonus**").

3. For five other employees who historically have received LTI, the Retention Bonus will generally equal 1/3 of their 2022 target LTI value (the "**Historic Retention Bonus**").

Vesting and Timing of Payment: The Executive Retention Bonus and Key Employee Retention Bonus will vest ¼ on March 31, 2023 and ¾ upon the earlier to occur of a Qualifying Transaction and December 31, 2023. The Historic Retention Bonus will vest ¼ at the end of each calendar quarter. Each vested payment will be paid no later than the next payroll date following the applicable vesting date.

Eligibility Requirements: On a termination of employment other than by the Company without cause, the employee will forfeit all unvested retention payments On a termination of employment by the Company without cause, (i) the unvested portion of the Executive Retention Bonus and Key Employee Retention Bonus will be accelerated and paid and (ii) the Historic Retention Bonus payment for the quarter in which the termination occurs will be accelerated and paid.

A summary schedule of the proposed retention payments under the Employee Retention Plan is attached hereto as Schedule “A”.

LoyaltyOne, Co.
Employee Retention Plans
As at March 9, 2023
CAD in $000s

	Corporate		Finance		Legal		IPS		IT		Marketing		Other		Total	
Retention Plan	**#**	**$**	**#**	**$**	**#**	**$**	**#**	**$**	**#**	**$**	**#**	**$**	**#**	**$**	**#**	**$**
Director and Above	2	$ 575	6	$ 352	1	$ 52	2	$ 80	10	$ 549	9	$ 299	22	$1,337	52	$3,244
AD	5	74	4	66	--	--	2	31	3	50	18	285	21	352	53	858
Manager	13	97	7	89	--	--	7	89	22	367	45	577	28	324	122	1,543
Engineer	--	--	--	--	--	--	1	6	71	881	--	--	14	163	86	1,050
Analyst	7	38	9	61	--	--	3	27	1	15	29	218	2	14	51	372
Specialist	--	--	--	--	1	5	--	--	1	8	38	239	12	75	52	327
Other	2	54	14	91	5	93	29	306	23	337	25	219	18	135	116	1,235
Total	**29**	**$ 837**	**40**	**$ 659**	**7**	**$ 150**	**44**	**$ 540**	**131**	**$2,206**	**164**	**$1,837**	**117**	**$2,400**	**532**	**$8,629**

	Corporate		Finance		Legal		IPS		IT		Marketing		Other		Total	
KERP	**#**	**$**	**#**	**$**	**#**	**$**	**#**	**$**	**#**	**$**	**#**	**$**	**#**	**$**	**#**	**$**
Director and Above	1	$ 913	3	$ 482	1	$ 100	1	$ 35	3	$ 334	--	--	10	$1,187	19	$3,051
AD	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	-
Manager	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	-
Engineer	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	-
Analyst	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	-
Specialist	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	-
Other	--	--	--	--	--	--	--	--	1	50	--	--	--	--	1	50
Total	**1**	**$ 913**	**3**	**$ 482**	**1**	**$ 100**	**1**	**$ 35**	**4**	**$ 384**	**--**	**--**	**10**	**$1,187**	**20**	**$3,101**

Note:
The "Other" category includes the following departments: Analytics & Insights, Client Success, Market Reward Care Leadership, Program Strategy, PC, and Rewards.

This is **Exhibit "R"** referred to in the affidavit of Shawn Stewart, sworn before me by videoconference on March 10, 2023 in accordance with O.Reg. 431/20: Administering Oath or Declaration Remotely. The deponent and I were located in the City of Toronto in the Province of Ontario

……..
A Commissioner For Taking Affidavits

Commissioner Name: Natalie E. Levine
Law Society of Ontario Number: 64908K

As of July 11, 2022

Philip C. Dublin
Partner
Akin Gump Strauss Hauer & Feld LLP
Bank of America Tower
1 Bryant Park
New York, NY 10036

Dear Phil:

This letter confirms the understanding and agreement (this "**Agreement**") between PJT Partners LP ("**PJT Partners**") and Akin Gump Strauss Hauer & Feld LLP ("**Counsel**"), as counsel to Loyalty Ventures Inc. and LoyaltyOne, Co. (together with their direct and indirect subsidiaries, the "**Company**"), regarding the retention of PJT Partners on an exclusive basis by Counsel (on behalf of the Company) effective as of June 28, 2022 (the "**Effective Date**") as its investment banker for the purposes set forth herein.

Under this Agreement, PJT Partners will provide investment banking services to Counsel and the Company in connection with a possible Restructuring, Capital Raise and/or Amendment (each as defined below) and will assist Counsel and the Company in analyzing, structuring, negotiating and effecting the Restructuring, Capital Raise and/or Amendment pursuant to the terms and conditions of this Agreement. As used in this Agreement, the term (a) "**Restructuring**" shall mean, collectively, (i) any restructuring, reorganization (whether or not pursuant to chapter 11 of the United States Bankruptcy Code ("**Chapter 11**") or the Companies' Creditors Arrangement Act (Canada) ("**CCAA**")) and/or recapitalization of the Company affecting any of its existing funded debt obligations against the Company (collectively, the "**Obligations**"), and/or (ii) a sale or other acquisition or disposition of any material assets and/or equity of the Company, and/or (iii) any complete or partial repurchase, refinancing, extension or repayment by the Company of any of the Obligations, (b) "**Capital Raise**" shall mean any financing arranged by PJT Partners at the request of the Company, and (c) "**Amendment**" shall mean any material amendment, waiver, forbearance, or other material modification of any of the Company's Obligations.

The investment banking services to be rendered by PJT Partners will, if appropriate and at the request of Counsel or the Company, include the following:

(a) assist in the evaluation of the Company's businesses and prospects;

(b) assist in the development of the Company's long-term business plan and related financial projections;

(c) assist in the development of financial data and presentations to the Company's Board of Directors, various creditors and other third parties;

(d) analyze the Company's financial liquidity and evaluate alternatives to improve such liquidity;

(e) analyze various restructuring scenarios and the potential impact of these scenarios on the recoveries of those stakeholders impacted by the Restructuring;

(f) provide strategic advice with regard to restructuring or refinancing the Company's Obligations;

(g) evaluate the Company's debt capacity and alternative capital structures;

(h) participate in negotiations among the Company and its creditors and other interested parties;

(i) value loans incurred by and/or securities offered by the Company in connection with a Restructuring;

(j) advise the Company and negotiate with lenders with respect to potential Amendments;

(k) assist in arranging financing for the Company, as requested;

(l) provide expert witness testimony concerning any of the subjects encompassed by the other investment banking services; and

(m) provide such other advisory services as are customarily provided in connection with the analysis and negotiation of a transaction similar to a potential Restructuring, Capital Raise and/or Amendment, as requested and mutually agreed.

Notwithstanding anything contained in this Agreement to the contrary, PJT Partners shall have no responsibility for designing or implementing any initiatives to improve the Company's operations, profitability, cash management or liquidity. PJT Partners makes no representations or warranties about the Company's ability to (i) successfully improve its operations, (ii) maintain or secure sufficient liquidity to operate its business, or (iii) successfully complete a Restructuring, Capital Raise or Amendment. PJT Partners is retained under this Agreement solely to provide advice regarding a Restructuring, Capital Raise and/or Amendment, and is not being retained to provide "crisis management" or any legal, tax, accounting or actuarial advice. It is understood and agreed that nothing contained herein shall constitute a commitment, express or implied, on the part of PJT Partners to underwrite, purchase or place any securities, in a financing or otherwise.

It is agreed that the Company will pay the following fees to PJT Partners for its investment banking services (all fees and expenses payable to PJT Partners pursuant to this Agreement shall be payable solely by the Company; Counsel shall have no obligation to pay PJT Partners' fees or expenses):

(i) a monthly advisory fee (the "**Monthly Fee**") in the amount of $150,000 per month, payable by the Company in cash as follows: (a) to the extent that the Effective Date occurs after the 1st day of the month, for the period beginning on the Effective Date through the end of the first calendar month (the "**Stub Period**"), a pro-rated monthly fee in advance upon execution of this Agreement; (b) for the first full calendar month following the Stub Period, if applicable, or the Effective Date if there is no Stub Period, in advance upon execution of this Agreement; and (c) for each month thereafter, in advance on the first day of each month. Fifty percent (50%) of the seventh (7th) through twelfth (12th) Monthly Fees paid to PJT Partners (i.e., beginning after $900,000 has been paid and ending after $1,800,000 has been paid) shall be credited against any Restructuring Fee (as defined below) payable hereunder; provided that, in the event of a Chapter 11 or CCAA filing by the Company, any such credit of fees contemplated by the foregoing sentence shall apply only in the event that all fees earned by PJT Partners pursuant to this Agreement are approved in their entirety by the Bankruptcy Court and/or the court having jurisdiction over any CCAA proceeding involving LoyaltyOne, Co. (the "**CCAA Court**"), in each case pursuant to a final order not subject to appeal and which order is acceptable in all respects to PJT Partners;

(ii) a capital raising fee (the "**Capital Raising Fee**") for any Capital Raise, earned upon the receipt of a binding commitment letter and payable upon the closing of such Capital Raise. If access to the financing is limited by orders of the bankruptcy court, a proportionate fee shall be payable with respect to each available commitment (irrespective of availability blocks, borrowing base, or other similar restrictions). The Capital Raising Fee will be calculated as 1.5% of the total issuance and/or committed amount of senior debt financing, excluding senior debt financing that is or may (or is anticipated in the future to) constitute a Structured Financing (as defined below), 2.0% of the total issuance and/or committed amount of (A) Structured Financing, (B) junior debt financing junior debt financing, or (C) unsecured debt financing (including, without limitation, financing that is junior in right of payment, second lien, subordinated (structurally or otherwise) and unsecured debt), and 5.0% of the issuance and/or committed amount of equity financing, in each case, including by means of a back-stop commitment; provided that, (x) the minimum

Capital Raising Fee in respect of any Capital Raise shall be $500,000, and (y) if financing arranged by PJT Partners (and use of proceeds generated from such financing) is the only Restructuring undertaken, PJT Partners, in its sole discretion, may choose to be paid either the Capital Raising Fee or the Restructuring Fee, but not both. As used herein, "**Structured Financing**" shall mean senior debt (A) issued at (or intended to be moved to or owed or guaranteed by) a non-guarantor of the Company's funded debt and/or (B) issued at (or intended to be moved to or owed or guaranteed by) an unrestricted subsidiary of the Company and/or (C) issued at borrower entities in the restricted group as to which debt additional credit support is provided by an entity that was not previously (or is not expected to be going forward) a guarantor of the Company's funded debt and/or (D) as to which liens are granted in respect of additional collateral not already pledged for the benefit of the Company's funded debt. For the avoidance of doubt, Capital Raising Fees will not be credited against any other fees payable under this Agreement;

(iii) an amendment fee (the "**Amendment Fee**") in the event of any Amendment equal to $2,000,000, earned and payable upon the execution of any amendment, waiver, forbearance, or other agreement effecting such Amendment. Fifty percent (50%) of each Amendment Fee shall be credited against the Restructuring Fee (as defined herein) to the extent such Restructuring occurs within six months following the closing of such Amendment. For the avoidance of doubt, a Restructuring consummated by means of an Amendment shall give rise to a Restructuring Fee and not an Amendment Fee;

(iv) an additional fee (the "**Restructuring Fee**") in the event of a Restructuring equal to $6,000,000. A Restructuring shall be deemed to have been consummated upon (a) in the case of an out-of-court Restructuring, the closing of the Restructuring, including, to the extent applicable the binding execution and effectiveness of all necessary waivers, consents, amendments or restructuring agreements between the Company and its creditors involving (1) the compromise of the face amount of any of the Obligations, (2) the conversion of all or part of such Obligations into alternative securities, including equity, or (3) any other Restructuring; or (b) in the case of an in-court Restructuring, the consummation of a Chapter 11 plan or CCAA plan or any other Restructuring pursuant to an order of the Bankruptcy Court, the CCAA Court or other applicable court. The Restructuring Fee will be:

(I) earned on the earliest of:

(w) consummation of the Restructuring,

(x) in the event the Company attempts to implement the Restructuring in whole or in part by means of an exchange offer, then upon commencement of the exchange offer,

(y) in the event that the Company attempts to implement the Restructuring by means of a pre-negotiated Chapter 11 plan, the receipt of sufficient commitments, agreements or other expressions of intention to accept such plan that the Company elects to file a Chapter 11 case and therein represent to the Bankruptcy Court hearing such case that the Company will seek to confirm a plan based on the pre-negotiated plan, and

(z) in the event that the Company solicits acceptances for a prepackaged Chapter 11 plan to implement the Restructuring, then on the date established as the voting deadline for such acceptances or rejections, provided that at least one class of creditors impaired by such plan has accepted such plan, and

(II) payable, in immediately available funds, on the earliest of:

(A) consummation of the Restructuring (which shall mean the later of a Restructuring in a Chapter 11 case or a Restructuring in a CCAA proceeding, where both proceedings have been commenced),

(B) consummation of the exchange offer,

(C) provided a CCAA proceeding has not been commenced, the first business day immediately following (I) in the case of clause "(y)" above, the receipt of such commitments, agreements or expressions of intention to accept the pre-negotiated Chapter 11 plan, and (II) in the case of clause "(z)" above, the deadline for delivery of acceptances or rejections of a prepackaged Chapter 11 plan, provided that at least one class of creditors impaired by such plan has accepted such plan; and

(D) two years after the date on which any such Restructuring Fee is earned;

For greater certainty, only one Restructuring Fee will be paid to PJT Partners and in accordance with the terms hereof.

(v) a separate fee (the "**Investigation/Litigation Fee**") in the event that the Company requests that PJT Partners provide assistance to the Company related to any investigation and/or litigation in connection with the Company's spin-off from Alliance Data ("**Investigation/Litigation Work**"), it being agreed that (A) any Investigation/Litigation Fee shall be agreed upon as between PJT Partners and the Company and set forth in a separate engagement letter between PJT Partners and either the Company or the counsel representing the Company in connection with such Investigation/Litigation Work (it being acknowledged that Counsel's engagement by the Company is limited to representation with respect to Amendments, Capital Raises and a possible Restructuring, and does not extend to or include Investigation/Litigation Work), (B) any assistance provided by PJT Partners in connection with Investigation/Litigation Work shall be governed exclusively by such separate engagement letter and shall not in any manner be governed by or subject to this Agreement (including all sharing of information relevant to Investigation/Litigation Work), and (C) the Company may, in its sole and absolute discretion, engage one or more other advisors in addition to or in lieu of PJT Partners to assist the Company with Investigation/Litigation Work; and

(vi) reimbursement of all reasonable out-of-pocket expenses incurred during this engagement, including, but not limited to, travel and lodging, direct identifiable data processing, document production, publishing services and communication charges, courier services, working meals, reasonable fees and expenses of PJT Partners' counsel (without the requirement that the retention of such counsel be approved by the court in any bankruptcy case) and other necessary expenditures, payable upon rendition of invoices setting forth in reasonable detail the nature and amount of such expenses. In connection therewith the Company shall pay PJT Partners on the Effective Date and maintain thereafter a $50,000 expense advance for which PJT Partners shall account upon termination of this Agreement.

PJT Partners will direct all communications and notices regarding financial matters, including billing, to the contacts designated by the Company on Schedule I (the "**Company Financial Matters Contacts**"). Please note that any invoices in excess of $500,000 will be provided to the Company Financial Matters Contacts in an encrypted form or other secure manner and subject to an authentication process. Payments to PJT Partners shall be made pursuant to the wire instructions set forth on Schedule II, and any changes to the PJT Partners' wire instructions will be provided by the PJT Partners financial matters contacts, as set forth on Schedule I (the "**PJT Partners Financial Matters Contacts**"), to the Company Financial Matters Contacts in an encrypted form or other secure manner and subject to an authentication process. Any notices and communications regarding financial matters, including billing, from the Company shall be directed to one of the PJT Partners Financial Matters Contacts.

All amounts herein are stated in U.S. dollars and all payments under this Agreement shall be paid in immediately available funds in U.S. dollars, free and clear of any tax, assessment or other governmental charge (with appropriate gross-up for withholding taxes). If any amount to be paid is computed in any foreign currency, the

value of such foreign currency shall, for purposes hereof, be converted in U.S. dollars at the prevailing exchange rate on the date such amount is paid.

In the event that the Company is or becomes a debtor under Chapter 11, the Company shall use its best efforts to promptly apply to the bankruptcy court having jurisdiction over the Chapter 11 case or cases (the "**Bankruptcy Court**") for the approval pursuant to sections 327 and 328 of the Bankruptcy Code of (A) this Agreement, including the attached expense, indemnity and limitation of liability agreement attached hereto as Attachment A (the "**Indemnity Agreement**"), and (B) PJT Partners' retention by the Company under the terms of this Agreement and subject to the standard of review provided in section 328(a) of the Bankruptcy Code and not subject to any other standard of review under section 330 of the Bankruptcy Code. The Company shall supply PJT Partners with a draft of such application and any proposed order authorizing PJT Partners' retention sufficiently in advance of the filing of such application and proposed order to enable PJT Partners and its counsel to review and comment thereon.

In the event that LoyaltyOne, Co. is or becomes a debtor under CCAA, LoyaltyOne, Co. shall use its best efforts to promptly apply to the CCAA Court for the approval of this Agreement and the approval of one or more priority charges acceptable to PJT Partners to secure the payment of the fees and expenses earned and payable hereunder.

In the event of plenary Chapter 11 cases and a CCAA proceeding being commenced by Loyalty Ventures Inc. and certain of its affiliates and by LoyaltyOne, Co., respectively, it is anticipated that PJT Partners will provide services to LoyaltyOne, Co., and from and after commencement of the CCAA proceeding all fees and expenses earned and payable hereunder will be paid by LoyaltyOne, Co.

PJT Partners shall have no obligation to provide any services under this Agreement in the event that the Company becomes a debtor under Chapter 11 or LoyaltyOne, Co. becomes a debtor under the CCAA, unless PJT Partners' retention under the terms of this Agreement is approved under section 328(a) of the Bankruptcy Code by a final order entered by the Bankruptcy Court, and/or an order of the CCAA Court, in each case as applicable, that is no longer subject to appeal, rehearing, reconsideration or petition for certiorari, and which order is acceptable to PJT Partners in all respects.

The Company will use its commercially reasonable efforts to ensure that PJT Partners' post-petition compensation, expense reimbursements and payment received or payable pursuant to the provisions of the Indemnity Agreement shall be entitled to priority as expenses of administration under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code, and shall be entitled to the benefits of any "carve-outs" for professional fees and expenses in effect pursuant to one or more cash collateral and/or financing orders entered by the Bankruptcy Court. Following entry of an order authorizing PJT Partners' retention, the Company will assist PJT Partners in preparing, filing and serving fee statements, interim fee applications, and a final fee application. The Company will support PJT Partners' fee applications that are consistent with this Agreement in papers filed with the Bankruptcy Court and during any Bankruptcy Court hearing. The Company will pay promptly the fees and expenses of PJT Partners, in each case, which are both (i) owed pursuant to this Agreement and (ii) approved by the Bankruptcy Court in accordance with the orders of the Bankruptcy Court.

PJT Partners acknowledges that in the event that the Bankruptcy Court approves its retention by the Company, PJT Partners' fees and expenses shall be subject to the jurisdiction and approval of the Bankruptcy Court under section 328(a) of the Bankruptcy Code and any applicable fee and expense guideline orders; provided, however, that, to the extent time records are required, PJT Partners will keep them in one-half hour increments and, provided further, that PJT Partners shall not be required to maintain receipts for expenses in amounts less than $75. In the event that the Company becomes a debtor under Chapter 11 and PJT Partners' engagement hereunder is approved by the Bankruptcy Court, the Company shall pay all fees and expenses of PJT Partners hereunder as promptly as practicable in accordance with the terms hereof. Prior to commencing a Chapter 11 case, the Company shall pay all invoiced amounts to PJT Partners in immediately available funds by wire transfer.

With respect to PJT Partners' retention under sections 327 and 328 of the Bankruptcy Code, the Company acknowledges and agrees that PJT Partners' restructuring expertise as well as its capital markets knowledge,

financing skills and mergers and acquisitions capabilities, some or all of which may be required by the Company during the term of PJT Partners' engagement hereunder, were important factors in determining the amount of the various fees set forth herein, and that the ultimate benefit to the Company of PJT Partners' services hereunder could not be measured merely by reference to the number of hours to be expended by PJT Partners' professionals in the performance of such services. The Company also acknowledges and agrees that the various fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of PJT Partners and its professionals hereunder over the life of the engagement, and in light of the fact that such commitment may foreclose other opportunities for PJT Partners and that the actual time and commitment required of PJT Partners and its professionals to perform its services hereunder may vary substantially from week to week or month to month, creating "peak load" issues for the firm. In addition, given the numerous issues which PJT Partners may be required to address in the performance of its services hereunder, PJT Partners' commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for PJT Partners' services for engagements of this nature in an out-of-court context, the Company agrees that the fee arrangements hereunder (including the Monthly Fee, Capital Raising Fee, Restructuring Fee and Amendment Fee) are reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

The advisory services and compensation arrangement set forth in this Agreement do not encompass other investment banking services or transactions that may be undertaken by PJT Partners at the request of Counsel or the Company, including the arranging of debt or equity capital (except as provided above), providing mergers and acquisitions advice, issuing fairness opinions or any other specific services not set forth in this Agreement. The terms and conditions of any such investment banking services, including compensation arrangements, would be set forth in a separate written agreement between PJT Partners and the appropriate party.

PJT Partners acknowledges that it has agreed to maintain the confidentiality of material non-public information provided to it in connection with this engagement by or at the request of the Company under and pursuant to the terms of that certain confidentiality agreement dated as of June 16, 2022 (the "**Confidentiality Agreement**"). For the avoidance of doubt, PJT Partners may provide nonpublic Information (as defined below) to prospective transaction parties as contemplated by this Agreement, subject to such parties executing appropriate confidentiality agreements with the Company.

The Company will furnish or cause to be furnished to PJT Partners such information as PJT Partners reasonably believes appropriate to its assignment under this Agreement (all such information so furnished being the "**Information**"). The Company further agrees that it will provide PJT Partners with reasonable access to the Company and its directors, officers, employees, accountants, counsel and other advisers. To the best of the Company's knowledge, the Information will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading. During the term of the engagement, the Company shall inform PJT Partners promptly upon becoming aware of any material developments relating to the Company which the Company reasonably expects may impact on the proposed Restructuring, Capital Raise and/or Amendment or if the Company becomes aware that any Information provided to PJT Partners is, or has become, untrue, unfair, inaccurate or misleading in any way. Furthermore, the Company warrants and undertakes to PJT Partners that, in respect of all Information supplied by the Company, the Company has not obtained any such Information other than by lawful means and that disclosure to PJT Partners will not breach any agreement or duty of confidentiality owed to third parties. The Company recognizes and confirms that PJT Partners (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated by this Agreement without having independently verified the same, (b) does not assume responsibility for the accuracy or completeness of the Information and such other information, (c) is entitled to rely upon the Information without independent verification, and (d) will not make an appraisal of any assets in connection with its assignment.

In the event that the Information belonging to the Company is stored electronically on PJT Partners' computer systems, PJT Partners shall not be liable for any damages resulting from unauthorized access, misuse or alteration of such information by persons not acting on its behalf, provided that PJT Partners exercises the same degree of

care in protecting the confidentiality of, and in preventing unauthorized access to, the Company's information that it exercises with regard to its own most sensitive proprietary information.

PJT Partners acknowledges and agrees that the work product produced by PJT Partners pursuant to this Agreement is for the purpose of facilitating the rendering by Counsel of legal advice to the Company and constitutes attorney work product, and that any communication to Counsel, including, without limitation, any correspondence, analyses, reports and related materials that PJT Partners prepares, constitutes confidential and privileged communications and PJT Partners will not disclose the same or any of the Information to any other person except as requested by Counsel.

Except as required by applicable law, any advice to be provided by PJT Partners under this Agreement shall not be disclosed publicly or made available to third parties (other than the Company's other professional advisors or, if appropriate in the Company's judgment, in any filings in a Chapter 11 case or related adversary proceeding, or a CCAA proceeding) without the prior written consent of PJT Partners. In the event disclosure is required by subpoena or court order, the Company will provide PJT Partners with reasonable advance notice and permit PJT Partners to comments on the form and content of the disclosure. All services, advice and information and reports provided by PJT Partners to the Company and Counsel in connection with this assignment shall be for the sole benefit of Loyalty Ventures and Counsel and shall not be relied upon by any other person.

The Company acknowledges and agrees that PJT Partners will provide its investment banking services exclusively to Counsel on behalf of the Company and not to the Company's shareholders or other constituencies. The Board of Directors and senior management will make all decisions for the Company regarding whether and how the Company will pursue a Restructuring, Capital Raise and/or Amendment and on what terms and by what process. In so doing, the Board of Directors and senior management will also obtain the advice of the Company's legal, tax and other business advisors and consider such other factors which they consider appropriate before exercising their independent business judgment in respect of a Restructuring, Capital Raise and/or Amendment. The Company and Counsel further acknowledge and agree that PJT Partners has been retained to act solely as investment banker to Counsel on behalf of the Company and does not in such capacity act as a fiduciary or agent for the Company or any other person. PJT Partners shall act as an independent contractor and any duties of PJT Partners arising out of its engagement pursuant to this Agreement shall be owed solely to the Company. Following the public announcement of a Restructuring, Capital Raise and/or Amendment, PJT Partners may, at its own expense, place tombstones on its marketing materials, including its website, describing PJT Partners' services hereunder and the Company agrees that PJT Partners may use the Company's logo in any such tombstones. In any press release or other public announcement made by the Company regarding a Restructuring, Capital Raise and/or Amendment that references the services hereunder, the Company shall include a mutually acceptable reference to PJT Partners LP unless otherwise directed by PJT Partners.

In consideration of PJT Partners' agreement to provide investment banking services to the Company in connection with this Agreement, it is agreed that the Company will indemnify PJT Partners and its agents, representatives, members and employees pursuant to the Indemnity Agreement. The Indemnity Agreement is an integral part of this Agreement and the terms thereof are incorporated by reference herein. PJT Partners acknowledges Counsel has no obligation to indemnify PJT Partners.

PJT Partners' engagement hereunder commenced on the Effective Date and will continue until the earlier of consummation of a Restructuring (which shall mean the later of a Restructuring in a Chapter 11 case or a Restructuring in a CCAA proceeding, where both proceedings have been commenced) or thirty (30) days after either Counsel or PJT Partners shall have notified the other party in writing of the termination of this Agreement; termination for cause by either party will occur immediately following such written notice. Notwithstanding the foregoing, (a) the provisions relating to the payment of fees and expenses accrued through the date of termination, the status of PJT Partners as an independent contractor, the limitation as to whom PJT Partners shall owe any duties, and any other provision of this Agreement that, by its terms, survives termination, will survive any such termination, (b) any such termination shall not affect the Company's obligations under the Indemnity Agreement or PJT Partners' confidentiality obligations pursuant to the Confidentiality Agreement. Without limiting the foregoing, PJT Partners shall be entitled to the Restructuring Fee, Capital Raise Fee, and/or Amendment Fee, as

applicable (a "**Tail Fee**"), in the event that, at any time prior to the expiration of 12 months following the written termination of this Agreement either (i) one or more of a Restructuring, Capital Raise and/or Amendment, as applicable, is consummated or (ii) a definitive agreement with respect to one or more of a Restructuring, Capital Raise and/or Amendment, respectively, is executed and any Restructuring, Capital Raise and/or Amendment, respectively, is thereafter consummated; provided that, a Tail Fee shall not be payable pursuant to this sentence in the event (x) PJT Partners voluntarily terminates this Agreement without cause or (y) this Agreement is terminated by the Company in writing for Cause. As used in the foregoing clause (y), "**Cause**" shall mean a final judicial determination of the gross negligence or willful misconduct of PJT Partners in performing the services that are the subject of this Agreement.

The Company represents that neither it nor any of its affiliates under common control, nor, to the knowledge of the Company, any of their respective directors or officers, is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is: (i) a Person with whom dealings are prohibited or restricted under U.S. economic sanctions (including those administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control and the U.S. Department of State) or under sanctions imposed by the United Nations Security Council, Canada, the European Union, or member countries of the European Union; (ii) a Person that is the subject to anti-money laundering prohibitions, restrictions, or sanctions specifically imposed on such Person by the United States, Canada, the European Union, member countries of the European Union, or any other relevant jurisdiction; or (iii) to the knowledge of the Company, not in compliance in all material respects with all applicable anti-money laundering laws and Sanctions laws.

The Company should be aware that PJT Partners and/or its affiliates may be providing or may in the future provide financial or other services to other parties with conflicting interests. Consistent with PJT Partners' policy to hold in confidence the affairs of its clients, PJT Partners will not use confidential information obtained from the Company except in connection with PJT Partners' services to, and PJT Partners' relationship with, the Company, nor will PJT Partners use on the Company's behalf or have any obligation to disclose or otherwise have any liability with respect to any confidential information obtained from any other client. Notwithstanding anything to the contrary provided elsewhere herein, the Company expressly acknowledges and agrees that none of the provisions of this Agreement shall in any way restrict PJT Partners from being engaged or mandated by any third party, or otherwise participating or assisting with any transaction involving any other party, other than a transaction that is the subject of this Agreement prior to the termination of this Agreement.

Loyalty Ventures Inc. and LoyaltyOne, Co. hereby represent and warrant that the execution and delivery of this agreement and the performance of the obligations of Loyalty Ventures Inc. and LoyaltyOne, Co., as applicable, under this Agreement has been duly authorized and this Agreement constitutes a valid and legal agreement binding on each such party and enforceable in accordance with its terms.

This Agreement (including the Indemnity Agreement) and the Confidentiality Agreement embody the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect or impair such provision or the remaining provisions of this Agreement in any other respect, which will remain in full force and effect. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby. This Agreement and any dispute or claim that may arise out of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state.

Each of the Company and Counsel hereby agrees that any action or proceeding brought by the Company and/or Counsel against PJT Partners based hereon or arising out of PJT Partners' engagement hereunder, shall be brought and maintained by the Company and/or Counsel exclusively in the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York; provided, if the Company commences a Chapter 11 case, all legal proceedings pertaining to this engagement arising after such case is commenced may be brought in the Bankruptcy Court handling such case. Each of the Company and Counsel irrevocably submits to the jurisdiction of the courts of the State of New York located in the City and

County of New York and the United States District Court for the Southern District of New York and appellate courts from any thereof for the purpose of any action or proceeding based hereon or arising out of PJT Partners' engagement hereunder and irrevocably agrees to be bound by any judgment rendered thereby in connection with such action or proceedings. Each of the Company and Counsel hereby irrevocably waives, to the fullest extent permitted by law, any objection it may have or hereafter may have to the laying of venue of any such action or proceeding brought in any such court referred to above and any claim that such action or proceeding has been brought in an inconvenient forum and agrees not to plead or claim the same.

Notices. Any notices required or permitted to be given hereunder by either party hereto to the other will be given in writing (i) by personal delivery, email or facsimile transmission, (ii) by nationally-recognized overnight delivery company or (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other party hereto as set forth on Schedule I (or to such other address as the other party hereto may request in writing by notice given pursuant to this section). Notices will be deemed received on the earliest of: (a) if personally delivered, emailed or sent via facsimile, the same day; (b) if sent by overnight delivery company, on the second working day after the day it was sent; or (c) if sent by mail, when actually received.

This Agreement may be executed, including by electronic signature, in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile of a signed copy of this Agreement or other copy made by reliable mechanical means or an electronic signature may be relied upon as an original.

[SIGNATURE PAGE FOLLOWS]

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to PJT Partners the duplicate copy of this Agreement and the Indemnity Agreement.

Very truly yours,

PJT PARTNERS LP

By: _____
Name: Jamie Baird
Title: Partner

Accepted and Agreed to as
of the date first written above:

LOYALTY VENTURES Inc.

By: _____
Name: Jeff Chesnut
Title: Executive Vice President

LOYALTYONE, CO.

By: _____
Name: Shawn Stewart
Title: President

AKIN GUMP STRAUSS HAUER & FELD LLP

By: _____
Name: Philip C. Dublin
Title: Partner

ATTACHMENT A

As of July 11, 2022

PJT Partners LP
280 Park Avenue
New York, NY 10017

EXPENSE, INDEMNITY AND LIMITATION OF LIABILITY AGREEMENT

Ladies and Gentlemen:

This letter will confirm that PJT Partners LP ("**PJT Partners**") has been engaged by Akin Gump Strauss Hauer & Feld LLP ("**Counsel**") as counsel to Loyalty Ventures Inc. and LoyaltyOne, Co. (together with their affiliates and subsidiaries, the "**Company**") in connection with the matters referred to in the letter of agreement, dated as of July 11, 2022, by and between PJT Partners and Counsel (the "**Engagement Letter**). In connection with the engagement of PJT Partners to advise and assist Counsel on behalf of the Company as described in the attached Engagement Letter (the "**Engagement**"), in the event that PJT Partners becomes involved in any capacity in any claim, suit, action, proceeding, investigation or inquiry (including, without limitation, any shareholder or derivative action or arbitration proceeding) (collectively, a "**Proceeding**") in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter, including, without limitation, related services and activities prior to the date of the Engagement Letter, the Company (and not Counsel) agrees to indemnify, defend and hold PJT Partners and its affiliates, and their respective current and former directors, officers, agents, employees, attorneys and other representatives and the successors and assigns of all of the foregoing persons (each a "**PJT Party**") harmless to the fullest extent permitted by law, from and against any losses, claims, damages, fines, penalties, liabilities and expenses ("**Losses**"), whether they be joint or several, in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter, including, without limitation, related services and activities prior to the date of the Engagement Letter, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that such Losses resulted solely from the gross negligence or willful misconduct of such PJT Party. In the event that any PJT Party becomes involved in any capacity in any Proceeding (regardless of whether or not such or any PJT Party is a party to or the subject of such Proceeding) in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter (including, without limitation, in enforcing the Engagement Letter), the Company will reimburse such PJT Party for its actual and reasonable legal and other expenses (including the actual and reasonable cost of any investigation and preparation) as such expenses are incurred by such PJT Party in connection therewith. The Company also agrees to cooperate with any PJT Party and to give, and so far as it is able to procure the giving of, all such information and render all such assistance to such PJT Party as such PJT Party may reasonably request in connection with any Proceeding and not to take any action which might reasonably be expected to prejudice the position of any PJT Party in relation to any Proceeding without the consent of PJT Partners (such consent not to be unreasonably withheld). In the event that any PJT Party is requested or authorized by the Company or required by government regulation, subpoena or other legal process to produce documents, or to make its current or former personnel available as witnesses at deposition or trial, arising as a result of or in connection with the matters referred to in the Engagement Letter, the Company will pay PJT Partners the actual and reasonable fees and

expenses of its counsel incurred in responding to such a request. For the avoidance of doubt, Counsel shall not be liable for any indemnification, contribution, reimbursement, costs or expenses hereunder or otherwise have any liability or obligations in connection with this letter agreement.

If such indemnification is for any reason not available or insufficient to hold an PJT Party harmless, the Company agrees to contribute to the Losses involved in the proportion appropriate to reflect the relative benefits received or sought to be received by the Company and its security holders and affiliates and other constituencies, on the one hand, and the PJT Party, on the other hand, in connection with the matters contemplated by the Engagement Letter, or, if such allocation is determined by a court or arbitral tribunal to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of the Company or its security holders and affiliates or other constituencies, on the one hand, and of the PJT Parties, on the other hand; provided, however, that, to the extent permitted by applicable law, the PJT Parties shall not be responsible for amounts which in the aggregate are in excess of the amount of all fees actually received by PJT Partners from the Company pursuant to the Engagement Letter. The Company agrees that for the purposes of this paragraph the relative benefits received, or sought to be received, by the Company and its security holders and affiliates and other constituencies, on the one hand, and the PJT Party, on the other hand, in connection with the matters contemplated by the Engagement Letter shall be deemed to be in the same proportion that the total value received or paid or contemplated to be received or paid by the Company or its security holders or affiliates and other constituencies, as the case may be, as a result of or in connection with the matters (whether or not consummated) for which PJT Partners has been retained to perform financial services bears to the fees paid to PJT Partners under the Engagement Letter; provided, however, to the extent permitted by applicable law, the PJT Parties, taken together, shall not be liable for Losses which in the aggregate are in excess of the amount of fees actually received by PJT Partners from the Company pursuant to the Engagement Letter (exclusive of amounts paid for reimbursement of expenses under the Engagement Letter).

The Company agrees that no PJT Party shall have any liability to the Company or any person asserting claims on behalf of or in right of the Company in connection with any matter in any way relating to or referred to in the Engagement Letter or arising out of the matters contemplated by the Engagement Letter, including, without limitation, related services and activities prior to the date of the Engagement Letter, except to the extent that it shall be determined by a court of competent jurisdiction in a judgment that has become final in that it is no longer subject to appeal or other review that any Losses incurred by the Company resulted solely from the gross negligence or willful misconduct of PJT Partners (other than with respect to actions taken at the direction or request of the Company).

If any Proceeding shall be brought, threatened or asserted against an PJT Party in respect of which indemnity or contribution may be sought against the Company, PJT Partners shall promptly notify the Company in writing; provided that failure to so notify the Company shall not relieve the Company from any liability which the Company may have on account of this indemnity or otherwise, except to the extent the Company shall have been actually materially prejudiced by such failure. The Company, upon the written request of such PJT Party, shall or, upon written notice to such PJT Party, may elect to, assume the defense of such Proceeding, at the Company's own expense, with counsel reasonably satisfactory to such PJT Party. Such PJT Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such PJT Party unless (a) the Company has agreed in writing to pay such fees and expenses, (b) the Company has failed to assume the defense, pursue the defense reasonably diligently or to employ counsel in a timely manner, (c) outside counsel to such PJT Party has advised such PJT Party that in such Proceeding there is an actual or potential conflict of interest or a conflict on any material issue between the Company's position and the position of such PJT Party or (d) the named parties to any such Proceeding (including any impleaded parties) include such PJT Party and the Company, and outside counsel to such PJT Party has advised such PJT Party that there may be one or more legal defenses available to such PJT Party which are different from or in addition to those available to the Company.

The Company agrees that, without PJT Partners' prior written consent (which shall not be unreasonably withheld, conditioned or delayed), it will not settle, compromise or consent to the entry of any judgment in any pending or

threatened Proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not an PJT Party is an actual or potential party to such Proceeding), or otherwise directly or indirectly facilitate or participate in any such settlement, compromise or consent by any director, officer or affiliate of the Company, unless such settlement, compromise or consent (a) includes an explicit and unconditional release from the settling, compromising or consenting party of each PJT Party from all liability arising out of such Proceeding and (b) does not contain any factual or legal admission by or with respect to any PJT Party or any adverse statement with respect to the character, professionalism, due care, loyalty, expertise or reputation of any PJT Party or any action or inaction by each PJT Party. No PJT Party seeking indemnification, reimbursement or contribution under this letter agreement will, without the Company's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), settle, compromise, consent to the entry of any judgment or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification, reimbursement or contribution may be sought.

The Company's reimbursement, indemnification and contribution obligations under this letter agreement shall be in addition to any liability which the Company may otherwise have at law or in equity, shall not be limited by any rights PJT Partners or any other PJT Party may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, PJT Partners and any other PJT Party.

Prior to entering into any agreement or arrangement with respect to any proposed out-of-court transaction involving the sale of all or substantially all of the assets of the Company that does not directly or indirectly provide for assumption of the obligations of the Company set forth in this letter agreement, the Company will notify PJT Partners in writing thereof (if not previously notified) and, if requested by PJT Partners, shall arrange in connection therewith a reasonable alternative means of providing for the obligations of the Company set forth in this letter agreement, which could include the assumption of such obligations by another creditworthy party, insurance, surety bonds or the creation of an escrow, in each case in an amount and upon such terms and conditions as are reasonably satisfactory to PJT Partners and the Company.

This agreement (together with the Engagement Letter) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this agreement is determined to be invalid or unenforceable in any respect, such determination will not affect or impair such provision or the remaining provisions of this agreement in any other respect, which will remain in full force and effect. No waiver, amendment or other modification of this letter agreement shall be effective unless in writing and signed by each party to be bound thereby.

The Company hereby agrees that any action or proceeding brought by the Company against PJT Partners based hereon or arising out of PJT Partners' engagement hereunder, shall be brought and maintained by the Company exclusively in the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York; provided, if the Company commences a Chapter 11 case, all legal proceedings pertaining to this engagement arising after such case is commenced may be brought in the Bankruptcy Court handling such case. The Company irrevocably submits to the jurisdiction of the courts of the State of New York located in the City and County of New York and the United States District Court for the Southern District of New York and appellate courts from any thereof for the purpose of any action or proceeding based hereon or arising out of PJT Partners' engagement hereunder and irrevocably agrees to be bound by any judgment rendered thereby in connection with such action or proceedings. The Company hereby irrevocably waives, to the fullest extent permitted by law, any objection it may have or hereafter may have to the laying of venue of any such action or proceeding brought in any such court referred to above and any claim that such action or proceeding has been brought in an inconvenient forum and agrees not to plead or claim the same.

This agreement may be executed, including by electronic signature, in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A facsimile of a signed copy of this agreement or other copy made by reliable mechanical means or an electronic signature may be relied upon as an original.

Loyalty Ventures Inc. and LoyaltyOne, Co.
July 11, 2022

[SIGNATURE PAGE FOLLOWS]

The provisions of this agreement shall apply to the Engagement, as well as any additional engagement of PJT Partners by us in connection with the matters which are the subject of the Engagement, and any modification of the Engagement or additional engagement and shall remain in full force and effect regardless of any termination or the completion of your services under the Engagement Letter.

Loyalty Ventures Inc. and LoyaltyOne, Co. hereby represent and warrant that the execution and delivery of this agreement and the performance of the obligations of Loyalty Ventures Inc. and LoyaltyOne, Co., as applicable, has been duly authorized and this agreement constitutes a valid and legal agreement binding on each such party and enforceable in accordance with its terms.

This agreement and the Engagement Letter shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that state.

Very truly yours,

Loyalty Ventures Inc.

By: _____
DocuSigned by:
87408442BA844E3...
Name: John Jeffrey Chesnut
Title: EVP, Chief Financial Officer

LoyaltyOne, Co.

By: _____
Name: Shawn Stewart
Title: President

Accepted and Agreed to as
of the date first written above:

PJT PARTNERS LP

By: _____
Name: Jamie Baird
Title: Partner

Schedule I

Notices

Financial Matters Contacts: All communications and notices related to financial matters, including billing, shall be addressed to the following:

If to PJT Partners:

PJT Partners LP
280 Park Avenue
New York, NY 10017

Attention to either:

- Helen Meates, Chief Financial Officer; htm@pjtpartners.com; 212.364.7807
- Yun Rim, Senior Vice President of Finance; rim@pjtpartners.com; 212.364.7131

If to the Company:

Loyalty Ventures Inc.
8235 Douglas Avenue, Suite 1200
Dallas, Texas 75225
Attention: Laura Santillan; Chief Accounting Officer; lsantillan@loyalty.com; 214.494.3008

LoyaltyOne, Co.
351 King Street East
Suite 200
Toronto, Ontario M5A 0L6
Attention: Shawn Stewart; President; sstewart@loyalty.com

All other notices shall be addressed to the following:

If to PJT Partners:

PJT Partners LP
280 Park Avenue
New York, NY 10017
Attention:

- David Travin, General Counsel; travin@pjtpartners.com; 212.364.5003

If to the Company:

Loyalty Ventures Inc.
8235 Douglas Avenue, Suite 1200
Dallas, Texas 75225
Attention: Cynthia Hageman; General Counsel; chageman@loyalty.com; 214.494.3834

LoyaltyOne, Co.
351 King Street East
Suite 200
Toronto, Ontario M5A 0L6
Attention: Shawn Stewart; President; sstewart@loyalty.com

If to the Counsel:

Akin Gump Strauss Hauer & Feld LLP
Bank of America Tower, 1 Bryant Pk
New York, NY 10036
Attention:

- Philip Dublin, Partner, pdublin@akingump.com
- Alan Laves, Partner, alaves@akingump.com

Schedule II

Wire Instructions

Bank Name:	First Republic Bank 1230 Avenue of the Americas New York, NY 10020
Bank Routing Number: (ABA)	321 081 669
For the benefit of: (Account Name/Title)	PJT Partners LP
Account Number:	80008146369
Swift Code:	FRBBUS6S

Court File No.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF SHAWN STEWART

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

Ryan Jacobs LSO#: 59510J
Tel: 416.860.6465
Fax: 416.640.3189
rjacobs@casselsbrock.com

Jane Dietrich LSO#: 49302U
Tel: 416.860.5223
Fax: 416.640.3144
jdietrich@casselsbrock.com

Natalie E. Levine LSO#: 64908K
Tel: 416.860.6568
Fax: 416.640.3207
nlevine@casselsbrock.com

Lawyers for the Applicant

TAB 3

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE~~—~~	)	~~WEEKDAY~~FRIDAY, THE #10th
	)	
JUSTICE ~~—~~CONWAY	)	DAY OF ~~MONTH~~MARCH, ~~20YR~~2023

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ~~[APPLICANT'S NAME]~~ LOYALTYONE, CO.

(the ~~"~~"**Applicant**~~"~~")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the ~~"~~"**CCAA**~~"~~"), for an Initial Order was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by judicial videoconference via Zoom.

ON READING the affidavit of ~~[NAME]~~Shawn Stewart sworn ~~[DATE]~~March 10, 2023 and the Exhibits thereto (the "**Stewart Affidavit**") and the pre-filing report dated March 10, 2023 of the proposed monitor, KSV Restructuring Inc. ("**KSV**"), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for ~~[NAMES],~~the Applicant, the proposed monitor, and the other parties listed on the counsel slip and no one appearing for ~~[NAME]~~[1]any other party although duly served as appears from the affidavit of service of ~~[NAME]~~Alec Hoy sworn ~~[DATE]~~March 10, 2023, and on reading the consent of ~~[MONITOR'S NAME]~~KSV to act as the Monitor,

[1] ~~Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).~~

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated[2] so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Stewart Affidavit.

APPLICATION

3. ~~2.~~ **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

~~**PLAN OF ARRANGEMENT**~~

~~3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").~~

POSSESSION OF PROPERTY AND OPERATIONS

4. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, licences, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "**Business**") and the Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, contractors, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

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[2] ~~If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.~~

5. [**THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system[3] currently in place as described in the Stewart Affidavit of [NAME] sworn [DATE] oror, with the prior written consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**"), and that any present or future bank providing the Cash Management System shall: (i) not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall; (ii) be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System,; and shall(iii) be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plana plan (if any) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.]

6. **THIS COURT ORDERS** that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on, or after the date of this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable prior to, on, or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) with the prior written consent of the Monitor, amounts owing for goods and services actually supplied to the Applicant, including, without limiting the foregoing, services provided by contractors, prior to the date of this Order, with the Monitor considering, among other factors, whether: (i) the supplier or service provider is essential to the Business and ongoing operations of the Applicant and the payment is required to ensure ongoing supply; (ii) making such payment will preserve, protect or enhance the value of the Applicant's Property or the Business; and (iii) the supplier or service

[3] This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.

provider is required to continue to provide goods or services to the Applicant after the date of this Order, including pursuant to the terms of this Order;

(c) ~~(b)~~ the fees and disbursements of any Assistants retained or employed by the Applicant ~~in respect of these proceedings~~, at their standard rates and charges~~.~~;

(d) all outstanding and future amounts related to honouring Collector obligations, whether existing before or after the date of this Order, including customer loyalty and reward programs, incentives, offers and benefits, in each case incurred in the ordinary course of business and consistent with existing policies and procedures; and

(e) any amounts required to comply with the Reserve Agreement.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors' and officers' insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicant on or following the date of this Order.

8. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of: (i) employment insurance~~,~~; (ii) Canada Pension Plan~~,~~; (iii) Quebec Pension Plan~~,~~; and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, ~~"~~"**Sales Taxes**~~"~~") required to be remitted by the Applicant in connection with the sale of goods and

services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order~~,~~; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed ~~**[or resiliated]**~~[4] in accordance with the CCAA, the Applicant shall pay, without duplication, all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but for greater certainty, excluding accelerated rent or penalties, fees or other charges arising as a result of the insolvency of the Applicant or the making of this Order) or as otherwise may be negotiated between the Applicant and the landlord from time to time (~~"~~"**Rent**~~"~~"), for the period commencing from and including the date of this Order, ~~twice-monthly~~monthly in equal payments on the first ~~and fifteenth~~ day of each month, in advance (but not in arrears) or, with the prior written consent of the Monitor, at such other time intervals and dates as may be agreed to between the Applicant and landlord, in the amounts set out in the applicable lease. On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (~~a~~i) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (~~b~~ii) to grant no security interests, trust, liens, charges or encumbrances upon or in

~~[4] The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.~~

respect of any of itsthe Applicant's Property; and (eiii) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:

(a) permanently or temporarily cease, downsize or shut down any of its business or operations, **[and to dispose of redundant or non-material assets not exceeding $● in any one transaction or $● in the aggregate]**[5]

(a) (b) [terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate]; and

(b) (c) pursue all avenues of refinancing of its Business or the Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").

12. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such

[5] Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.

~~secured creditors. If the Applicant disclaims **[or resiliates]** the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer **[or resiliation]** of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.~~

~~13. THIS COURT ORDERS that if a notice of disclaimer **[or resiliation]** is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer **[or resiliation]**, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer **[or resiliation]**, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.~~

NO PROCEEDINGS AGAINST THE ~~APPLICANT~~LOYALTYONE ENTITIES, THEIR BUSINESS OR ~~THE~~THEIR PROPERTY

12. ~~14.~~ **THIS COURT ORDERS** that until and including ~~[DATE – MAX. 30 DAYS]~~March 20, 2023 (the "**Initial Stay Period**"), or such later date as this Court may order (the ~~"~~"**Stay Period**~~"~~"), no proceeding or enforcement process in any court or tribunal (each, a ~~"~~"**Proceeding**~~"~~", and collectively, "**Proceedings**") shall be commenced or continued against or in respect of the Applicant~~ or the Monitor~~, its wholly owned subsidiary LoyaltyOne Travel Services Co./Cie Des Voyages LoyaltyOne ("**Travel Services**" and together with the Applicant, the "**LoyaltyOne Entities**") or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, or the business or property of Travel Services, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of any of the ~~Applicant~~LoyaltyOne Entities or affecting the Business or the Property, or the business or property of Travel Services, are hereby stayed and suspended pending further Order of this Court or the prior written consent of the Applicant and the Monitor.

NO EXERCISE OF RIGHTS OR REMEDIES

13. ~~15.~~ **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, or any other entities (all of the foregoing, collectively being ~~"~~"**Persons**~~"~~" and each being a ~~"~~"**Person**~~"~~") against or in respect of any of the ~~Applicant~~LoyaltyOne Entities or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, or the business or property of Travel Services, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower any of the ~~Applicant~~LoyaltyOne Entities to carry on any business which ~~the Applicant~~it is not lawfully entitled to carry on~~,~~; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA~~,~~; (iii) prevent the filing of any registration to preserve or perfect a security interest~~,~~; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

14. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence, authorization or permit in favour of or held by any of the ~~Applicant~~LoyaltyOne Entities, except with the prior written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

15. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the ~~Applicant~~LoyaltyOne Entities or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll and benefit services, accounting services, insurance, transportation services, utility, or other services, to the Business or any of the ~~Applicant~~LoyaltyOne Entities, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may be required by ~~the Applicant, and that the Applicant~~any of the LoyaltyOne Entities or exercising any other remedy provided under the agreements or arrangements, and that any of the LoyaltyOne Entities shall be entitled to the

continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the ~~Applicant~~applicable LoyaltyOne Entities in accordance with the normal payment practices of the ~~Applicant~~applicable LoyaltyOne Entities or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

16. ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of ~~lease~~leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.[6]

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

17. ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by ~~subsection~~Subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of ~~the Applicant~~any of the LoyaltyOne Entities other than Joseph L. Motes III and any other person who, at any time after November 5, 2021, has served as a director, officer, or employee of (i) Bread Financial Holdings, Inc. f/k/a Alliance Data Systems Corporation ("**Bread**") or (ii) any other entity that, at any time after November 5, 2021, was or is a direct or indirect subsidiary of Bread) (the "**Directors and Officers**") with respect to any claim against the ~~directors or officers~~Directors and Officers that arose before the date hereof and that relates to any obligations of ~~the Applicant~~any of the LoyaltyOne Entities whereby the ~~directors or officers~~Directors and Officers are alleged under any law to be liable in their capacity as ~~directors or officers~~the Directors and

~~[6] This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).~~

Officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

18. ~~20.~~ **THIS COURT ORDERS** that the Applicant shall indemnify ~~its directors and officers~~the Directors and Officers against obligations and liabilities that they may incur as ~~directors or officers of the Applicant~~a director or officer of any of the LoyaltyOne Entities after the commencement of the within proceedings,~~7~~ except to the extent that, with respect to any ~~officer~~Director or ~~director~~Officer, the obligation or liability was incurred as a result of ~~the director's or officer's~~such Director's or Officer's gross negligence or wilful misconduct (the "**D&O Indemnity**").

19. ~~21.~~ **THIS COURT ORDERS** that the ~~directors and officers of the Applicant~~Directors and Officers shall be entitled to the benefit of and are hereby granted a charge (the ~~"~~"**Directors~~'~~' Charge**~~"~~")~~8~~ on the Property, which charge shall not exceed an aggregate amount of $~~●~~10,521,000, unless permitted by further Order of this Court, as security for the ~~indemnity~~D&O Indemnity provided in paragraph ~~**[20]**~~18 of this Order. The Directors~~'~~' Charge shall have the priority set out in paragraphs ~~**[38]**~~30 and ~~**[40] herein**~~32 hereof.

20. ~~22.~~ **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary~~,~~; (~~a~~i) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge~~,~~; and (~~b~~ii) the ~~Applicant's directors and officers~~Directors and Officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such

~~7 The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.~~

~~8 Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.~~

coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~[20]~~18 of this Order.

APPOINTMENT OF MONITOR

21. ~~23.~~ **THIS COURT ORDERS** that ~~[MONITOR'S NAME]~~KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

22. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Applicant's receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, the Chapter 11 Cases and such other matters as may be relevant to the proceedings herein;

~~(c) assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel on a [TIME INTERVAL] basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;~~

~~(d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender;~~

~~(e) advise the Applicant in its development of the Plan and any amendments to the Plan;~~

~~(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;~~

(c) ~~(g)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(d) ~~(h)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(e) ~~(i)~~ perform such other duties as are required by this Order or by this Court from time to time.

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

24. ~~26.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, ~~"~~"**Possession**~~"~~") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, ~~or~~ the Ontario *Occupational Health and Safety Act* and regulations thereunder (the ~~"~~"**Environmental Legislation**~~"~~"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

25. ~~27.~~ **THIS COURT ORDERS** ~~that~~ that the Monitor shall provide any creditor of the Applicant ~~and the DIP Lender~~ with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

26. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor, its directors, officers, employees, counsel and other representatives acting in such capacities shall incur no liability or obligation as a result of ~~its~~the Monitor's appointment or the carrying out by it of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Monitor by the CCAA or any applicable legislation.

27. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor ~~and~~, counsel to the Applicant, PJT Partners LP in its capacity as financial advisor to the Applicant (the "**Financial Advisor**"), and Alvarez & Marsal Inc. in its capacity as operational and restructuring advisor to the Applicant (the "**Restructuring Advisor**") shall be paid their reasonable fees and disbursements, whether incurred prior to, on or subsequent to the date of this Order, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor ~~and~~, counsel for the Applicant ~~on a [TIME INTERVAL] basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of $● [, respectively,] to be held by them as security for payment of their respective fees and disbursements outstanding from time to time~~, the Financial Advisor, and the Restructuring Advisor on a bi-weekly basis.

28. ~~30.~~ **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

29. ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any, and~~ the Applicant's counsel, the Financial Advisor and the Restructuring Advisor shall be entitled to the benefit of and are hereby granted a charge (the ~~"~~"**Administration Charge**~~"~~") on the Property, which charge shall not exceed an aggregate amount of $~~●~~2,000,000, unless permitted by further Order of this Court, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such ~~counsel~~advisors, both before and after the making of this Order ~~in respect of these proceedings~~, provided however that any Transaction Fee earned by the Financial Advisor shall not be secured by the Administration Charge. The Administration Charge shall have the priority set out in paragraphs ~~[38]~~30 and ~~[40]~~32 hereof.

~~**DIP FINANCING**~~

~~32. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from [DIP LENDER'S NAME] (the "DIP Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed $● unless permitted by further Order of this Court.~~

~~33. THIS COURT ORDERS THAT such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of [DATE] (the "Commitment Letter"), filed.~~

~~34. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.~~

~~35. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, which DIP Lender's Charge shall~~

not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs **[38]** and **[40]** hereof.

36. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ● days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.

37. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

30. ~~38.~~ **THIS COURT ORDERS** that the priorities of the ~~Directors' Charge, the~~ Administration Charge and the ~~DIP Lender's~~Directors' Charge (collectively, the "**Charges**"), as among them, shall be as follows[9]:

First – Administration Charge (to the maximum amount of $●2,000,000); and

~~Second – DIP Lender's Charge; and~~

~~Third~~Second – Directors' Charge (to the maximum amount of $●10,521,000).

31. ~~39.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "~~Charges~~")~~ shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

32. ~~40.~~ **THIS COURT ORDERS** that each of the ~~Directors' Charge, the Administration Charge and the DIP Lender's Charge~~Charges (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, and claims of secured creditors, statutory or otherwise (collectively, ~~"~~"**Encumbrances**~~"~~") in favour of any Person~~.~~ notwithstanding the order of perfection or attachment; provided that the Charges shall rank behind Encumbrances in favour of (i) any Person with a properly perfected purchase money security interest under the *Personal Property Security Act* (Ontario) or such other applicable legislation, including without limitation Wells Fargo Equipment Finance Company, (ii) the Reserve Trustee in respect of the Reserve Security, and (iii) any Person that has not been served with notice of the application for this Order. The Applicant and the beneficiaries of the Charges shall be entitled to seek priority of the Charges ahead of any Encumbrances over which the Charges may not have obtained

~~[9] The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.~~

priority pursuant to this Order on a subsequent motion including, without limitation, on the Comeback Date (as defined below), on notice to those Persons likely to be affected thereby.

33. ~~41.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court on notice to parties in interest, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the ~~Directors' Charge, the Administration Charge or the DIP Lender's Charge,~~Charges, unless the Applicant also obtains the prior written consent of the Monitor~~, the DIP Lender~~ and the beneficiaries of the ~~Directors'~~Administration Charge and the ~~Administration~~Directors' Charge, or further Order of this Court.

34. ~~42.~~ **THIS COURT ORDERS** that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's Charge~~Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the ~~"~~"**Chargees**~~"~~") ~~and/or the DIP Lender thereunder~~ shall not otherwise be limited or impaired in any way by: (~~a~~i) the pendency of these proceedings and the declarations of insolvency made herein; (~~b~~ii) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order made pursuant to such applications; (~~c~~iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (~~d~~iv) the provisions of any federal or provincial statutes; or (~~e~~v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an ~~"~~"**Agreement**~~"~~") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) ~~neither~~ the creation of the Charges ~~nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall~~shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the ~~Applicant entering~~

~~into the Commitment Letter, the~~ creation of the Charges~~, or the execution, delivery or performance of the Definitive Documents~~; and

(c) the payments made by the Applicant pursuant to this Order~~, the Commitment Letter or the Definitive Documents,~~ and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

35. ~~43.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property ~~leases~~lease.

SERVICE AND NOTICE

36. ~~44.~~ **THIS COURT ORDERS** that, subject to paragraph 37, the Monitor shall: (i) without delay, publish in ~~[newspapers specified by the Court]~~the *National Post (National Edition)*, a notice containing the information prescribed under the CCAA~~,~~ in the form attached as Exhibit "Q" to the Stewart Affidavit (the "**Notice**"); and (ii) within five (5) days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a ~~notice~~copy of the Notice to every known creditor who has a claim against the Applicant of more than $~~1000~~1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with ~~Section~~Subsection 23(1)(a) of the *CCAA* and the regulations made thereunder.

37. **THIS COURTS ORDERS** that, notwithstanding paragraph 36 of this Order, Subsection 23(1)(a) of the *CCAA*, and the regulations made thereunder, with respect to consumers enrolled in the AIR MILES® Reward Program holding reward miles balances that would entitle them to redeem for items with a value of at least $1,000 (the "**Specified Collectors**"), the Monitor: (i) may satisfy the notice obligation in paragraph 36 (B) hereof by (A) causing the Applicant to email a copy of the Notice to the Specified Collectors at the current email address in the Applicant's records, or, if the Applicant does not have a current email address, (B) publishing the Notice in the manner set out in paragraph 36 hereof and on the website set out in paragraph 38 hereof; and (ii) subject to further Order of the Court, shall not publish information it receives about the Specified Collectors from the Applicant, shall treat such

information as confidential, and shall exclude such information from the list of creditors set out in paragraph 36 hereof.

38. ~~45.~~ **THIS COURT ORDERS** that the E-Service ~~Protocol~~Guide of the Commercial List (the "**~~Protocol~~Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the ~~Protocol~~Guide (which can be found on the Commercial List website at ~~http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*, R.R.O. 1990. Reg. 194, as amended (the "**Rules of Civil Procedure**"). Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph ~~21~~13 of the ~~Protocol~~Guide, service of documents in accordance with the ~~Protocol~~Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the ~~Protocol~~Guide with the following URL '~~<@>~~': https://www.ksvadvisory.com/experience/case/loyaltyone.

39. ~~46.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the ~~Protocol~~Guide or the CCAA and the regulations thereunder is not practicable, the Applicant ~~and~~, the Monitor and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding ~~true~~ copies thereof by prepaid ordinary mail, courier, personal delivery ~~or~~, facsimile transmission or electronic message to the ~~Applicant's~~Applicant's creditors or other interested parties at their respective addresses (including e-mail addresses) as last shown ~~on~~in the books and records of the Applicant and that any such service or distribution ~~by courier, personal delivery or facsimile transmission~~ shall be deemed to be received on the earlier of (i) the date of forwarding thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time (or on the next business day following the date of forwarding thereof if sent on a non-business day); (ii) the next business day following the date of forwarding thereof, ~~or~~ if sent by ~~ordinary mail,~~courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern; or (iii) on the third business day ~~after mailing~~following the date of forwarding thereof, if sent by ordinary mail.

40. **THIS COURT ORDERS** that the Applicant, the Monitor and each of their respective counsel are at liberty to serve or distribute this Order, and any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message (including by e-mail) to the Applicant's creditors or other interested parties and their advisors, as applicable. For greater certainty, any such service or distribution shall be deemed to be in satisfaction of a legal or judicial obligation, and notice requirements within the meaning of Subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

41. **THIS COURT ORDERS** that, except with respect to the Comeback Hearing (as defined below), and subject to further Order of this Court in respect of urgent motions, any interested party wishing to object to the relief sought in a motion brought by the Applicant or the Monitor in these CCAA proceedings shall, subject to further order of this Court, provide the service list in these proceedings (the "**Service List**") with responding motion materials or a written notice (including by e-mail) stating its objection to the motion and the grounds for such objection by no later than 5:00 p.m. (Eastern Time) on the date that is two (2) days prior to the date such motion is returnable (the "**Objection Deadline**"). The Monitor shall have the ability to extend the Objection Deadline after consultation with the Applicant.

COMEBACK HEARING

42. **THIS COURT ORDERS** that the comeback motion in these CCAA proceedings shall be heard on March **[●]**, 2023 (the "**Comeback Hearing**").

GENERAL

43. **THIS COURT ORDERS** that any interested party (including the Applicant) may apply to this Court to vary or amend this Order on not less than five (5) calendar days' notice to the Service List and any other party or parties likely to be affected by the Order sought; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 30 and 32 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

44. ~~47.~~ **THIS COURT ORDERS** that, notwithstanding paragraph 43 of this Order, the Applicant or the Monitor may from time to time apply to this Court to amend, vary or supplement

this Order or for advice and directions in the discharge of its powers and duties hereunder or in the interpretation of this Order.

45. ~~48.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

46. ~~49.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

47. ~~50.~~ **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

~~51. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.~~

48. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern ~~Standard/Daylight~~ Time) on the date of this Order without the need for entry or filing.

~~Revised: January 21, 2014~~

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LOYALTYONE, CO.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDING COMMENCED AT
TORONTO

INITIAL ORDER

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Embedded Excel	0
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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