

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 ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP
HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS,
LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT
COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES
LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")**

**APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE
COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

APPLICATION RECORD

(Volume 2 of 3)

(Returnable May 16, 2018)

May 15, 2018

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Drydock Footwear, LLC, DD Management Services
LLC and Rockport Canada ULC

TO: ATTACHED SERVICE LIST

**Rockport – Restructuring
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(As at May 15, 2018)**

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Index

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**AND IN THE MATTER OF ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP
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**APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE
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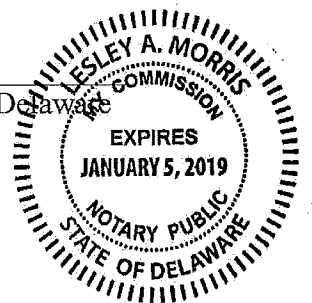
Tab C

THIS IS EXHIBIT "C" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018

Lesley A. Morris

A Notary Public in and for the State of Delaware



ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: THE ROCKPORT COMPANY, LLC, Debtor. Tax I.D. No. 04-3495456	Chapter 11 Case No. 18-11145 (LSS)
In re: ROCKPORT BLOCKER, LLC, Debtor. Tax I.D. No. 82-4235097	Chapter 11 Case No. 18-11146 (LSS)
In re: THE ROCKPORT GROUP HOLDINGS, LLC, Debtor. Tax I.D. No. 47-4513025	Chapter 11 Case No. 18-11147 (LSS)
In re: TRG 1-P HOLDINGS, LLC, Debtor. Tax I.D. No. 47-4614756	Chapter 11 Case No. 18-11148 (LSS)

<p>In re:</p> <p>TRG INTERMEDIATE HOLDINGS, LLC,</p> <p>Debtor.</p> <p>Tax I.D. No. 47-4508931</p>	<p>Chapter 11</p> <p>Case No. 18-11149 (LSS)</p>
<p>In re:</p> <p>TRG CLASS D, LLC,</p> <p>Debtor.</p> <p>Tax I.D. No. 47-4614757</p>	<p>Chapter 11</p> <p>Case No. 18-11150 (LSS)</p>
<p>In re:</p> <p>THE ROCKPORT GROUP, LLC,</p> <p>Debtor.</p> <p>Tax I.D. No. 47-4295559</p>	<p>Chapter 11</p> <p>Case No. 18-11151 (LSS)</p>
<p>In re:</p> <p>DRYDOCK FOOTWEAR, LLC,</p> <p>Debtor.</p> <p>Tax I.D. No. 45-2197708</p>	<p>Chapter 11</p> <p>Case No. 18-11152 (LSS)</p>

In re:

DD MANAGEMENT SERVICES LLC,

Debtor.

Tax I.D. No. 45-5398274

Chapter 11

Case No. 18-11153 (LSS)

In re:

ROCKPORT CANADA ULC,

Debtor.

Tax I.D. No. 98-1243548

Chapter 11

Case No. 18-11154 (LSS)

ORDER DIRECTING JOINT ADMINISTRATION OF CHAPTER 11 CASES

Upon the motion (the “**Motion**”)¹ of The Rockport Company, LLC (“**Rockport**”) and certain of its affiliates that are debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an order, pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1, directing the joint administration of the Chapter 11 Cases for procedural purposes only, as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and the Court having venue pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and

¹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

proper notice of the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having held a hearing on the Motion; and the Court having determined that the legal and factual bases set forth in the Motion and at the hearing establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion being in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Chapter 11 Cases are consolidated for procedural purposes only and shall be jointly administered by the Court under Case No. 18-11145 (LSS).
3. Nothing contained in the Motion or this Order shall be deemed or construed as directing or otherwise affecting the substantive consolidation of any of the Chapter 11 Cases, the Debtors or the Debtors' estates.
4. The caption of the jointly administered Chapter 11 Cases shall read as follows:

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
	)	Chapter 11
)	
THE ROCKPORT COMPANY, LLC, <i>et al.</i>,	)	Case No. 18-11145 (LSS)
)	
Debtors. ¹	)	(Jointly Administered)
)	
)	

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

5. All pleadings and notices shall be captioned as indicated in the preceding paragraph, and all original docket entries shall be made in the case of The Rockport Company, LLC, Case No. 18-11145 (LSS).

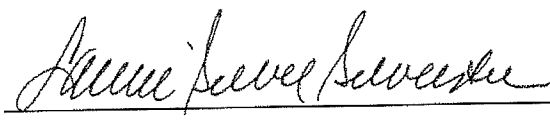
6. A docket entry shall be made in each of the Chapter 11 Cases (other than the Chapter 11 Case of Rockport) substantially as follows:

An order has been entered in this case consolidating this case with the case of The Rockport Company, LLC (Case No. 18-11145 (LSS)) for procedural purposes only and providing for its joint administration in accordance with the terms hereof. The docket in Case No. 18-11145 (LSS) should be consulted for all matters affecting this case.

7. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: May 15, 2018
Wilmington, Delaware

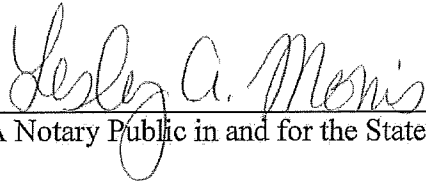


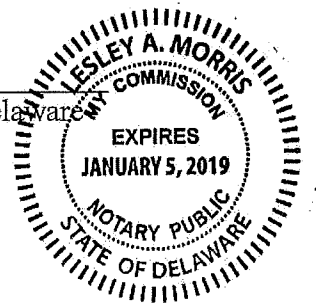
THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Tab D

THIS IS EXHIBIT "D" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018


A Notary Public in and for the State of Delaware



ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	Chapter 11
THE ROCKPORT COMPANY, LLC, <i>et al.</i> ,	Case No. 18-11145 (LSS)
Debtors. ¹	(Jointly Administered)
	Re: Docket No. 3

**ORDER APPOINTING PRIME CLERK LLC AS CLAIMS
AND NOTICING AGENT NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the application (the “**Application**”)² of the Debtors for entry of an order, pursuant to Section 156(c) of Title 28 of the United States Code, Section 105 of the Bankruptcy Code, and Local Rule 2002-1(f), appointing Prime Clerk LLC (“**Prime Clerk**”) as claims and noticing agent (“**Claims and Noticing Agent**”) in the Debtors’ Chapter 11 Cases, which will include Prime Clerk assuming full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim, if any, filed in the Debtors’ Chapter 11 Cases, all as more fully set forth in the Application; and upon the Declaration of Benjamin J. Steele, Vice President of Prime Clerk (the “**Steele Declaration**”), filed contemporaneously with and attached to the Application as Exhibit B; and it appearing that the receiving, docketing and

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

Massachusetts 02465.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in Title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that Prime Clerk has the capability and experience to provide such services and that Prime Clerk does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b), and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been provided to the Notice Parties, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Application (the "**Hearing**"); and upon the First Day Declaration, filed contemporaneously with the Application, the record of the Hearing and all of the proceedings had before the Court; and is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. Notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order.

2. The Debtors are authorized to retain Prime Clerk as Claims and Noticing Agent effective *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement, and Prime Clerk is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Application.

3. Prime Clerk shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

4. Prime Clerk is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.

5. Prime Clerk is authorized to take such other action to comply with all duties set forth in the Application.

6. The Debtors are authorized to compensate Prime Clerk in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Prime Clerk and the rates charged for each, and to reimburse Prime Clerk for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Prime Clerk to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. Prime Clerk shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee for the District of Delaware, counsel for the Debtors,

counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Engagement Agreement or monthly invoices; provided that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to Section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Prime Clerk under this Order shall be an administrative expense of the Debtors' estates.

10. Prime Clerk may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Prime Clerk may hold its retainer under the Engagement Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

11. The Debtors shall indemnify Prime Clerk under the terms of the Engagement Agreement, as modified pursuant to this Order.

12. Prime Clerk shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefor are approved by the Court.

13. The limitation of liability section in paragraph 10 of the Engagement Agreement is deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

14. Notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Prime Clerk, or provide contribution or reimbursement to Prime Clerk, for any claim or expense that is either: (i) judicially determined

(the determination having become final) to have arisen from Prime Clerk's gross negligence, willful misconduct or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Prime Clerk's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Prime Clerk should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order.

15. If, before the earlier of (i) the entry of an order confirming a Chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these Chapter 11 Cases, Prime Clerk believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including the advancement of defense costs, Prime Clerk must file an application therefor in this Court, and the Debtors may not pay any such amounts to Prime Clerk before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Prime Clerk for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Prime Clerk. All parties in interest shall retain the right to object to any demand by Prime Clerk for indemnification, contribution or reimbursement.

16. In the event Prime Clerk is unable to provide the services set out in this order, Prime Clerk will immediately notify the Clerk and the Debtors' attorney and, upon approval of

the Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

17. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Prime Clerk but is not specifically authorized by this Order.

18. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

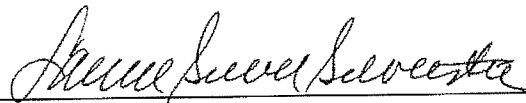
19. Prime Clerk shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court.

20. In the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.

21. The Debtors and Prime Clerk are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

22. Notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: May 15, 2018
Wilmington, Delaware

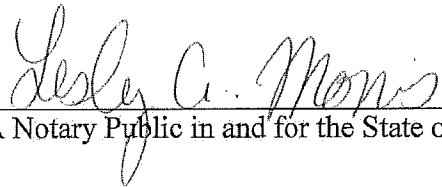


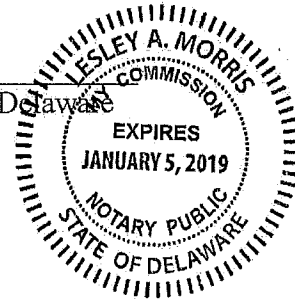
THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Tab E

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OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018


A Notary Public in and for the State of Delaware



ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re:)	Chapter 11
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THE ROCKPORT COMPANY, LLC, <i>et al.</i> ,)	Case No. 18-11145 (LSS)
)	
Debtors. ¹)	(Jointly Administered)
)	
_____	)	Re: Docket No. 5

**ORDER ENFORCING THE PROTECTIONS OF SECTIONS 362 AND 365
BANKRUPTCY CODE PURSUANT TO SECTION 105 OF THE BANKRUPTCY CODE**

Upon the motion (the “**Motion**”)² of The Rockport Company, LLC (“**Rockport**”) and certain of its affiliates that are debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an Order (i) enforcing the protections of Sections 362 and 365 of the Bankruptcy Code; and (ii) granting any related relief, as more fully set forth in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and the Court having venue pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors’ mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon the record herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted as set forth herein.
2. Pursuant to Section 362 of the Bankruptcy Code, all persons (including individuals, partnerships, corporations, and all those acting for or on their behalf) and all foreign or domestic governmental units (and all those acting for or on their behalf) are hereby stayed, restrained, and enjoined from:
 - a. commencing or continuing any judicial, administrative, or other action or proceeding against the Debtors, including the issuance or employment of process, that was or could have been initiated before the Debtors' Chapter 11 Cases commenced;
 - b. enforcing, against the Debtors or their estates, a judgment obtained before the commencement of the Debtors' Chapter 11 Cases;
 - c. taking any action to obtain possession of property of the estates or of property from the estate or to exercise control over property of the Debtors' estates;
 - d. taking any action to create, perfect, or enforce any lien against property of the Debtors' estates;
 - e. taking any action to create, perfect, or enforce any lien against property of the Debtors, to the extent that such lien secures a claim that arose before the commencement of the Debtors' Chapter 11 Cases;
 - f. collecting, assessing, or recovering a claim against the Debtors that arose before the commencement of these Chapter 11 Cases;

- g. offsetting any debt owing to the Debtors that arose before the commencement of these Chapter 11 Cases against any claim against the Debtors; and
- h. commencing or continuing a proceeding before the United States Tax Court concerning a tax liability of a debtor that is a corporation for a taxable period the bankruptcy court may determine for a taxable period ending before the Petition Date.

3. This Order shall not affect the exceptions to the automatic stay contained in Section 362(b) of the Bankruptcy Code or the right of any party in interest to seek relief from the automatic stay in accordance with Section 362(d) of the Bankruptcy Code. In addition, this Order shall not affect the substantive rights of any party.

4. Pursuant to Section 365 of the Bankruptcy Code, and notwithstanding any contract or lease provision or applicable law, each non-Debtor counterparty to an executory contract or unexpired lease (and all those acting on their behalf) is stayed, restrained, and enjoined from terminating or modifying such contract or lease or any right or obligation thereunder because of a provision in such contract or lease that is conditioned on (i) the insolvency or financial condition of any or all Debtors or (ii) the commencement of the Debtors' Chapter 11 Cases.

5. The Debtors are authorized to take all steps necessary to carry out this Order.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: May 15, 2018
Wilmington, Delaware



THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

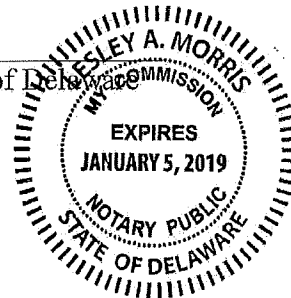
Tab F

THIS IS EXHIBIT "F" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018

Lesley A. Morris

A Notary Public in and for the State of Delaware



ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

THE ROCKPORT COMPANY, LLC, *et al.*,
Debtors.¹

Chapter 11

Case No. 18-11145 (LSS)

(Jointly Administered)

Re: Docket No. 4

CERTIFIED
AS A TRUE COPY
ATTEST

UNA M. O'BOYLE
U.S. BANKRUPTCY COURT

Deputy Clerk

5/15/18

**ORDER AUTHORIZING ROCKPORT BLOCKER, LLC
TO ACT AS FOREIGN REPRESENTATIVE OF THE DEBTORS**

Upon the motion (the "Motion")² of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), pursuant to Section 1505 of the Bankruptcy Code, for authorization for Rockport Blocker, LLC to act as the foreign representative of the Debtors in Canada in order to seek recognition of the Chapter 11 Cases on behalf of the Debtors, and to request that the Ontario Superior Court of Justice (the "Canadian Court") lend assistance to this Court in protecting the Debtors' property, and to seek any other appropriate relief from the Canadian Court that the Canadian Court deems just and proper, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and it appearing that no other or further

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.

2. Rockport Blocker, LLC is hereby authorized (a) to act as the foreign representative of the Debtors, (b) to seek recognition by the Canadian Court of the Chapter 11 Cases and of certain orders made by the Court in the Chapter 11 Cases from time to time, (c) to request that the Canadian Court lend assistance to this Court, and (d) to seek any other appropriate relief from the Canadian Court that the Debtors deem just and proper.

3. This Court requests the aid and assistance of the Canadian Court to recognize these Chapter 11 Cases as a "foreign main proceeding" and Rockport Blocker, LLC as a "foreign representative" pursuant to the Companies' Creditors Arrangement Act and to recognize and give full force and effect to this Order in all provinces and territories of Canada.

4. This Court requests the assistance of the Canadian Court to act in aid of and be auxiliary to this Court in relation to the protection of the Debtors' assets in Canada, including by giving effect to the automatic stay under Section 362(a) of the Bankruptcy Code in Canada.

5. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

6. The Debtors are authorized to take all actions necessary to implement the relief granted in this Order.

7. This Court shall retain jurisdiction to interpret and enforce this Order.

Dated: May 15, 2018
Wilmington, Delaware


THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Tab G

THIS IS EXHIBIT "G" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018

Lesley A. Morris
A Notary Public in and for the State of Delaware



ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

_____)	
In re:	)	Chapter 11
)	
THE ROCKPORT COMPANY, LLC, <i>et al.</i>,	)	Case No. 18-11145 (LSS)
)	
Debtors. ¹	)	(Jointly Administered)
)	
_____	)	Re: Docket No. 8

**INTERIM ORDER AUTHORIZING (I) THE DEBTORS TO PAY
(A) CERTAIN PREPETITION CLAIMS OF SHIPPERS AND WAREHOUSEMEN
AND (B) IMPORT CHARGES AND (II) FINANCIAL INSTITUTIONS
TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion (the “**Motion**”)² of The Rockport Company, LLC (“**Rockport**”) and certain of its affiliates that are debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 cases for entry of interim and final orders, pursuant to Sections 105(a), 363(b) and 363(c) of the Bankruptcy Code, authorizing, but not directing, (i) the Debtors, in their sole discretion, to pay (a) all or a portion of the Shipping and Warehousing Claims and (b) certain Import Charges; and (ii) financial institutions to receive, process, honor and pay checks or wire transfers used by the Debtors to pay the foregoing, as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors’ mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and the Court having venue pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon the record herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted on an interim basis, as set forth herein.
2. The Debtors are authorized and empowered to pay certain of the (a) Shipping and Warehousing Claims as the Debtors determine, in their sole discretion, to be necessary or appropriate, in an interim amount not to exceed \$4,000,000.00, and (b) certain of the Import Charges, as the Debtors determine, in their sole discretion, to be necessary or appropriate, in an interim amount not to exceed \$300,000.00.
3. The Debtors shall maintain a matrix summarizing (i) the name of each Shipper or Warehouseman paid on account of its Shipping and Warehousing Claim, and (ii) the amount paid by each Debtor payor to each Shipper or Warehouseman on account of its Shipping and Warehousing Claim. This matrix shall be provided on a weekly basis, one week in arrears, to counsel for the DIP ABL Agent and DIP Note Purchasers and the professionals retained by any statutory committee appointed in the Chapter 11 Cases, if any; provided, however, that the matrix shall be considered confidential.

4. The Debtors, in their sole discretion, may condition payment to the Shippers and Warehousemen upon agreement by the applicable Shipper or Warehousemen to continue to provide as favorable trade terms, practices, and programs (including credit limits, pricing, cash discounts, timing of payments, allowances, product mix, availability, and other programs) as those trade terms, practices, and programs in place in the 180 days prior to the Petition Date (collectively, the “**Customary Trade Terms**”).

5. As a further condition of receiving payment of a Shipping and Warehousing Claim, the Debtors, in their sole discretion, are authorized, but not directed, to require that the applicable Shipper or Warehouseman agrees to take whatever action is necessary to remove any existing Liens or Interests at such Shipper’s or Warehouseman’s sole cost and expense and waive any right to assert a Lien or Interest on account of the paid claim of such Shipper or Warehouseman.

6. Subject to entry of a final order, if a Shipper or Warehouseman that has received payment of a Shipping and Warehousing Claim later refuses to continue to supply Merchandise or services for the applicable period in compliance with this Interim Order, then the Debtors may, in their sole discretion, seek approval of the Court to (a) deem such payment to apply only to post-petition amounts payable to such Shipper or Warehouseman, if applicable, or (b) take any and all appropriate steps to cause such Shipper or Warehouseman to repay payments made to it on account of its prepetition Shipping and Warehousing Claim to the extent that such payments exceed the post-petition amounts then owing to such Shipper or Warehouseman. Upon recovery of such payment by the Debtors, such Shipper’s or Warehouseman’s Shipping and Warehousing Claim shall be reinstated in such an amount as to restore the Debtors and the applicable Shipper or Warehouseman to their original positions, as if the payment of the creditor’s Shipping and

Warehousing Claim had not been made, and all rights of Shippers and Warehousemen are hereby reserved.

7. To the extent a Shipper or Warehouseman fails to comply with the Customary Trade Terms or the terms of this Interim Order, the Debtors' rights to treat any payment made pursuant to this Interim Order as an unauthorized postpetition transfer and to exercise any and all appropriate remedies are reserved, and all rights of Shippers and Warehousemen are hereby reserved.

8. All applicable banks and other financial institutions are hereby authorized to receive, process, honor and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors request authority to pay in the Motion, regardless of whether the checks were presented or fund transfer requests were submitted before, on or after the Petition Date. Such banks and financial institutions are authorized to rely on the representations of the Debtors as to which checks are issued or authorized to be paid pursuant to this Interim Order without any duty of further inquiry and without liability for following the Debtors' instructions.

9. The Debtors are authorized, but not required, in their sole discretion, to issue new post-petition checks, or effect new fund transfers, for the Shipping and Warehousing Claims to replace any prepetition checks or fund transfer requests that may be dishonored or rejected and to reimburse Shippers and Warehousemen or the applicable payee, as the case may be, for any fees or costs incurred by them in connection with a dishonored or voided check or funds transfer.

10. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

11. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

12. Nothing in this Interim Order or the Motion shall be deemed to constitute the assumption or adoption of any agreement under Section 365 of the Bankruptcy Code.

13. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

14. A final hearing to consider the relief requested in the Motion shall be held on June 13, 2018 at 11:00 a.m. (Eastern Time).

15. Any objection to the entry of a final order granting the relief requested in the Motion shall be filed with the Court and served on: (i) the Debtors, c/o The Rockport Company, LLC, 1220 Washington Street, West Newton, Massachusetts 02465, Attn: Paul Kosturos; (ii) proposed counsel to the Debtors: Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, DE 19801, Attn: Mark D. Collins; (iii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801 Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iv) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com; (v) counsel to the ABL Lender, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts,

02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; and (vi) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, DE 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov, no later than June 6, 2018 at 4:00 p.m. (Eastern Time).

16. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: May 15, 2018
Wilmington, Delaware

A handwritten signature in cursive script, reading "Laurie Selber Silverstein", written over a horizontal line.

THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Tab H

THIS IS EXHIBIT "H" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018

Lesley A. Morris

A Notary Public in and for the State of Delaware



ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
)	
THE ROCKPORT COMPANY, LLC, <i>et al.</i>,	)	Case No. 18-11145 (LSS)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Re: Docket No. 10

**INTERIM ORDER AUTHORIZING (I) DEBTORS
TO PAY CLAIMS OF CRITICAL AND FOREIGN VENDORS
IN THE ORDINARY COURSE OF BUSINESS AND (II) FINANCIAL
INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion (the “**Motion**”)² of The Rockport Company, LLC (“**Rockport**”) and certain of its affiliates that are debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 cases (the “**Chapter 11 Cases**”) for entry of interim and final orders, pursuant to Sections 105(a), 363(b), 1107(a) and 1108 of the Bankruptcy Code, (i) authorizing, but not directing, the Debtors to pay prepetition obligations of certain (a) Critical Vendors in the ordinary course in an amount not to exceed the applicable Critical Vendor Claims Cap, and (b) Foreign Vendors in the ordinary course in an amount not to exceed the applicable Foreign Vendor Claims Cap; and (ii) authorizing applicable banks and financial institutions to receive, process, honor and pay any and all checks drawn on the Debtors’ general disbursement account and other transfers to the extent these checks and transfers relate to any of the foregoing,

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted on an interim basis, as set forth herein.
2. The Debtors are authorized, but not directed, in the reasonable exercise of their business judgment, to pay all or part of and discharge, on a case-by-case basis, (i) the Critical Vendor Claims in an amount not to exceed \$2,000,000.00 (the “**Critical Vendor Claims Cap**”); and (ii) the Foreign Vendor Claims in an amount not to exceed \$12,000,000.00 on an interim basis, absent further order of the Court (the “**Foreign Vendor Claims Cap**”).
3. The Debtors shall maintain a matrix summarizing (i) the name of each Critical or Foreign Vendor paid on account of its Critical or Foreign Vendor Claim, and (ii) the amount paid

by each Debtor payor to each Critical or Foreign Vendor on account of its Critical or Foreign Vendor Claim. This matrix shall be provided on a weekly basis, one week in arrears, to counsel for the DIP ABL Agent and DIP Note Purchasers and the professionals retained by any statutory committee appointed in the Chapter 11 Cases, if any; *provided, however*, that the matrix shall be considered confidential.

4. The Debtors are authorized, but not directed, to condition payment to the Vendors upon agreement by the Vendor to (i) accept such payment in satisfaction of all or a part of its Vendor Claim, and (ii) continue to provide supplies or services to the Debtors during these Chapter 11 Cases on Customary Trade Terms.

5. As a further condition of receiving payment of a Vendor Claim, the Debtors, in their sole discretion, are authorized, but not directed, to require that the applicable Vendor agrees to take whatever action is necessary to remove any existing Liens or Interests at such Vendor's sole cost and expense and waive any right to assert a Lien or Interest on account of the paid claim of such Vendor.

6. Subject to entry of a final order, if a Vendor that has received payment of a Vendor Claim later refuses to continue to supply Merchandise or services for the applicable period in compliance with this Interim Order, then the Debtors may, in their sole discretion, seek approval of the Court to (a) deem such payment to apply only to post-petition amounts payable to such Vendor, if applicable, or (b) take any and all appropriate steps to cause such Vendor to repay payments made to it on account of its prepetition Vendor Claim to the extent that such payments exceed the post-petition amounts then owing to such Vendor. Upon recovery of such payment by the Debtors, such claim shall be reinstated in such an amount as to restore the Debtors and the applicable Vendor to their original positions, as if the payment of the creditor's

Vendor Claim had not been made, and all rights of Critical and Foreign Vendors are hereby reserved.

7. To the extent a Vendor fails to comply with the Customary Trade Terms or the terms of this Interim Order, the Debtors' rights to treat any payment made pursuant to this Interim Order as an unauthorized postpetition transfer and to exercise any and all appropriate remedies are reserved, and all rights of Critical and Foreign Vendors are hereby reserved.

8. All applicable banks and other financial institutions are hereby authorized to receive, process, honor and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors requested authority to pay in the Motion, regardless of whether the checks were presented or fund transfer requests were submitted on, before or after the Petition Date. Such banks and financial institutions are authorized to rely on the representations of the Debtors as to which checks are issued or authorized to be paid pursuant to this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

9. The Debtors are authorized, but not directed, to issue new post-petition checks, or effect new fund transfers, for the Vendor Claims to replace any prepetition checks or fund transfer requests that may be dishonored or rejected and to reimburse the relevant Vendor or the applicable payee, as the case may be, for any fees or costs incurred by them in connection with a dishonored check or voided check or funds transfer.

10. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

11. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

12. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

13. Nothing in this Interim Order or the Motion shall be deemed to constitute the assumption or adoption of any agreement under Bankruptcy Code Section 365.

14. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

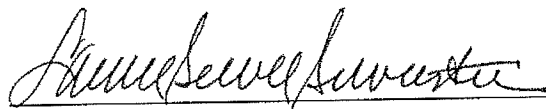
15. A final hearing to consider the relief requested in the Motion shall be held on June 13, 2018 at 11:00 a.m. (Eastern Time).

16. Any objection to the entry of a final order granting the relief requested in the Motion shall be filed with the Court and served on: (i) the Debtors, c/o The Rockport Company, LLC, 1220 Washington Street, West Newton, Massachusetts 02465, Attn: Paul Kosturos; (ii) proposed counsel to the Debtors: Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins; (iii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801 Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iv) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com; (v) counsel to the ABL Lender, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts,

02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; and (vi) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov, no later than June 6, 2018 at 4:00 p.m. (Eastern Time).

17. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: May 15, 2018
Wilmington, Delaware



THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Tab I

THIS IS EXHIBIT "I" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018

Lesley A. Morris

A Notary Public in and for the State of Delaware



ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

_____)	
In re:	)	Chapter 11
)	
THE ROCKPORT COMPANY, LLC, <i>et al.</i>,	)	Case No. 18-11145 (LSS)
)	
Debtors. ¹	)	(Jointly Administered)
)	
_____	)	Re: Docket No. 7

**INTERIM ORDER AUTHORIZING (I) DEBTORS TO PAY CERTAIN PREPETITION
TAXES, GOVERNMENTAL ASSESSMENTS AND FEES AND (II) FINANCIAL
INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion (the “**Motion**”)² of The Rockport Company, LLC (“**Rockport**”) and certain of its affiliates that are debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 cases (the “**Chapter 11 Cases**”) for entry of interim and final orders, pursuant to Sections 105(a), 363(b), 507(a)(8) and 541 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, authorizing, but not directing, (i) the Debtors, in their sole discretion, to pay the Covered Taxes and Fees that arise in the ordinary course; and (ii) applicable banks and financial institutions to receive, process, honor and pay any and all checks drawn on the Debtors’ general disbursement account and other transfers to the extent these checks and transfers relate to any of the foregoing, as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors’ mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted on an interim basis, as set forth herein.
2. The Debtors are authorized, but not directed, in their sole discretion, to pay the prepetition Covered Taxes and Fees to the Governmental Authorities (including those Governmental Authorities listed on Exhibit 1 annexed hereto), in an amount not to exceed \$350,000.00 before the final Hearing on the Motion.
3. The Debtors shall maintain a matrix summarizing (i) the name of each Governmental Authority paid on account of the Covered Taxes, and (ii) the amount paid by each Debtor payor to each Governmental Authority on account of the Covered Taxes. This matrix shall be provided on a weekly basis, one week in arrears, to counsel for the DIP ABL Agent and

DIP Note Purchasers and the professionals retained by any statutory committee appointed in the Chapter 11 Cases, if any; *provided, however*, that the matrix shall be considered confidential.

4. The Debtors are authorized, but not directed, to continue remitting Covered Taxes and Fees in the ordinary course of business on a postpetition basis.

5. All applicable banks and other financial institutions are hereby authorized to receive, process, honor and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors requested authority to pay in the Motion, regardless of whether the checks were presented or fund transfer requests were submitted on, before or after the Petition Date. Such banks and financial institutions are authorized to rely on the representations of the Debtors as to which checks are issued or authorized to be paid pursuant to this Interim Order without any duty of further inquiry and without liability for following the Debtors' instructions.

6. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new fund transfers, for the Covered Taxes and Fees to replace any prepetition checks or fund transfer requests that may be dishonored or rejected and to reimburse the relevant Governmental Authority or the applicable payee, as the case may be, for any fees or costs incurred by them in connection with a dishonored check or voided check or funds transfer.

7. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

8. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

9. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

10. Nothing in this Interim Order or the Motion shall be deemed to constitute the assumption or adoption of any agreement under Bankruptcy Code Section 365.

11. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

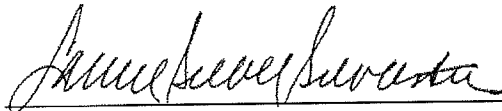
12. A final hearing to consider the relief requested in the Motion shall be held on June 13, 2018 at 11:00 a.m. (Eastern Time).

13. Any objection to the entry of a final order granting the relief requested in the Motion shall be filed with the Court and served on: (i) the Debtors, c/o The Rockport Company, LLC, 1220 Washington Street, West Newton, Massachusetts 02465, Attn: Paul Kosturos; (ii) proposed counsel to the Debtors: Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins; (iii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801 Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iv) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com; (v) counsel to the ABL Lender, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque,

jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; and (vi) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov, no later than June 6, 2018 at 4:00 p.m. (Eastern Time).

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: May 15, 2018
Wilmington, Delaware



THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Governmental Authority List

Exhibit 1**Governmental Authority List**

<u>Governmental Authority</u>	<u>Address</u>
Alabama Department of Revenue	50 N Ripley St Montgomery, AL 36130 United States
Alabama Secretary of State, Corporations Division	Business & License Tax Division PO Box 327550 Montgomery, AL 36132-7550 United States
Alberta Treasury Board and Finance Tax and Revenue Administration	9811-109 St NW, Edmonton, AB T5K 2L5 Canada
Arizona Corporation Commission, Corporations Division	1600 W Monroe St Phoenix, AZ 85007 United States
Arizona Department of Revenue	1600 W Monroe St Phoenix, AZ 85007 United States
Arkansas State Revenue	1509 W 7th Street Little Rock, AR 72201 United States
Baltimore County, MD - Clerk of Circuit Court	County Courts Building 401 Bosley Avenue, Mailstop 3102 Towson, MD 21204 United States
Borough of Paramus, NJ	1 West Jockish Square Paramus, NJ 07652 United States
Brandon Tax Services Office	210 - 153 11th Street Brandon, MB R7A 7K6 Canada
California Franchise Tax Board	9646 Butterfield Way Sacramento, CA 95827 United States
California Secretary of State	Department of Tax and Fee Administration PO Box 942879 Sacramento, CA 94279-7072 United States
California State Board of Equalization	15015 Avenue of Science, Suite 200 San Diego, CA 92128 United States
California State Board of Equalization	3321 Power Inn Road, Suite 210 Sacramento, CA 95826-3889 United States
California State Board of Equalization	8050 N Palm Ave, Suite 205 Fresno, CA 93711-5510 United States

<u>Governmental Authority</u>	<u>Address</u>
Canada Revenue Agency	875 Heron Road Ottawa, ON K1A 1B1 Canada
Canada Revenue Agency	9755 King George Blvd Surrey, BC V3T 5E1 Canada
Canada Revenue Agency	Prince Edward Island Tax Centre 275 Pope Road Summerside, PE C1N 6A2 Canada
City of Barstow, CA	220 East Mountain View, Suite A Barstow, CA 92311 United States
City of Branson, MO	110 W Maddux Branson, MO 65616 United States
City of Calgary, AB	Southern Alberta Tax Services Office 220 4th Avenue South East Calgary, AB T2G 0L1 Canada
City of Camarillo, CA	601 Carmen Drive Camarillo, CA 93010 United States
City of Carlsbad, CA	1635 Faraday Avenue Carlsbad, CA 92008 United States
City of Edmonton, AB	2nd Floor, 10111 104 Avenue NW Edmonton, AB T5J 0J4 Canada
City of Gilroy, CA	7351 Rosanna St Gilroy, CA 95020 United States
City of New Orleans, LA	1300 Perdido St New Orleans, LA 70112 United States
City of New York	New York State Dept. of Taxation 9 W A Harriman Campus #100 Albany, NY 12207 United States
City of Newport, RI	Newport County Chamber of Commerce 35 Valley Road Middletown, RI 02842 United States
City of Norfolk, VA	810 Union Street Norfolk, VA 23510 United States
City of Richmond, BC	Richmond City Hall 6911 No. 3 Road Richmond, BC V6Y 2C1 Canada

<u>Governmental Authority</u>	<u>Address</u>
City of Southaven, MS	Southaven City Hall 8710 Northwest Dr. Southaven, MS 38671 United States
City of Sunrise, FL	Community Development - Code Enforcement Division - Business Tax Office 1601 NW 136 Ave., Bldg. A Sunrise, FL 33323 United States
City of Vancouver, BC	City Hall 453 West 12th Ave Vancouver, BC V5Y 1V4 Canada
City of Winnipeg, MB	510 Main Street Winnipeg, MB R3B 1B9 Canada
City of Woodburn, OR	270 Montgomery Street Woodburn, OR 97071 United States
Clark County, NV	500 S. Grand Central Pkwy Las Vegas, NV 89155 United States
Colorado Department of Revenue	Taxation Division 1375 Sherman St. Denver, CO 80261 United States
Colorado Secretary of State	1700 Broadway, Suite 200 Denver, CO 80290 United States
Connecticut Department of Revenue Service	450 Columbus Blvd Hartford, CT 06103 United States
Connecticut Secretary of State, Commercial Recording Division	Department of Revenue Services 450 Columbus Blvd, Ste. 1 Hartford, CT 06103 United States
County of San Diego, CA	San Diego Recorder FBN Section PO Box 121750 San Diego, CA 92112-1750 United States
County of Ventura, CA Dept. of Weights & Measures	800 South Victoria Avenue Ventura, CA 93009-1260 United States
Dawson County, GA	Dawson County Planning and Development 25 Justice Way, Suite 2322 Dawsonville, GA 30534 United States
Delaware Department of Revenue	820 N French St, #2 Wilmington, DE 19801 United States

<u>Governmental Authority</u>	<u>Address</u>
Delaware Secretary of State, Division of Corporations	820 N French St, #2 Wilmington, DE 19801 United States
District of Columbia Office of Tax and Revenue	1101 4th Street, SW Suite 270 West Washington, DC 20024 United States
East Central Ontario Tax Services Office	1475 John Counter Blvd Kingston, ON K7M 0E6 Canada
Edmonton Tax Services Office	9700 Jasper Avenue Suite 10 Edmonton, AB T5J 4C8 Canada
Fairfax County, VA	12000 Government Center Parkway Fairfax, VA 22035 United States
Florida Department of Revenue	5050 W Tennessee Street Tallahassee, FL 32399-0120 United States
Florida Department of State, Division of Corporations	5050 W Tennessee Street Tallahassee, FL 32399-0120 United States
Georgia Department of Revenue	1800 Century Blvd NE Atlanta, GA 30345 United States
Georgia Secretary of State, Corporations Division	1800 Century Blvd NE Atlanta, GA 30345 United States
Gloucester Township, NJ	1261 Chews Landing Road Clementon, NJ 08021 United States
Horry County, SC	211 Beaty Street Conway, SC 29528 United States
Howard County, MD - Clerk of Circuit Court	The Thomas Dorsey Building 9250 Bendix Road Columbia, MD 21045 United States
Idaho Secretary of State, Business Entities	800 E Park Blvd #500 Boise, ID 83712 United States
Idaho State Tax Commission	800 E Park Blvd #500 Boise, ID 83712 United States
Illinois Department of Revenue	100 W Randolph St Chicago, IL 60601 United States
Illinois Secretary of State, Department of Business Services	100 W Randolph St Chicago, IL 60601 United States

<u>Governmental Authority</u>	<u>Address</u>
Indiana Department of Revenue	414 Landmark Ave Bloomington, IN 47403 United States
Indiana Secretary of State, Business Services Division	414 Landmark Ave Bloomington, IN 47403 United States
Internal Revenue Service	Centralized Insolvency Operation 2970 Market St. Mail Stop 5-Q30-133 Philadelphia, PA 19104-5016 United States
Iowa Department of Revenue	1305 E Walnut St #3000 Des Moines, IA 50319 United States
Iowa Secretary of State, Corporations Department	1305 E Walnut St #3000 Des Moines, IA 50319 United States
Kansas Department of Revenue	120 SE 10th Ave Topeka, KS 66675-0680 United States
Kentucky Department of Revenue	501 High St Frankfort, KY 40601 United States
Kitchener Tax Services	166 Frederick St Kitchener, ON N2H 0A9 Canada
Louisiana Department of Revenue	617 North Third Street Baton Rouge, LA 70802 United States
Louisiana Secretary of State, Commercial Division, Corporations Section	617 North Third Street Baton Rouge, LA 70802 United States
Maine Revenue Services	51 Commerce Dr. Augusta, ME 04330 United States
Maine Secretary of State, Bureau of Corporations, Elections And Commissions	51 Commerce Dr. Augusta, ME 04330 United States
Manitoba Tax Assistance Office	#809-386 Broadway Winnipeg, MB R3C 3R6 Canada
Maryland State Department of Assessments And Taxation	110 Carroll Street Annapolis, MD 21411-0001 United States
Massachusetts Department of Revenue	100 Cambridge St Boston, MA 02114 United States
Massachusetts Secretary of The Commonwealth	100 Cambridge St Boston, MA 02114 United States

<u>Governmental Authority</u>	<u>Address</u>
Michigan Corporations, Securities & Commercial Licensing Division	430 W Allegan St Lansing, MI 48912 United States
Michigan Department of Treasury	430 W Allegan St Lansing, MI 48912 United States
Minnesota Department of Revenue	600 North Robert Street St. Paul, MN 55146-6330 United States
Minnesota Secretary of State, Business Services Office	600 North Robert Street St. Paul, MN 55146-6330 United States
Mississippi Department of Revenue	500 Clinton Center Drive Clinton, MS 39056 United States
Mississippi Secretary of State, Business Services Division	500 Clinton Center Drive Clinton, MS 39056 United States
Missouri Department of Revenue	301 W High Street Jefferson City, MO 65101 United States
Missouri Secretary of State, Business Services Department	301 W High Street Jefferson City, MO 65101 United States
Montreal Tax Services Office	305 Rene-Levesque Blvd West Montreal, QC H2Z 1A6 Canada
Nebraska Department of Revenue	301 Centennial Mall S Lincoln, NE 68508 United States
Nevada Secretary of State, Commercial Recordings Division	555 E Washington Ave #1300 Las Vegas, NV 89101 United States
New Hampshire Department of Revenue	109 Pleasant St Concord, NH 03301 United States
New Hampshire Secretary of State, Corporation Division	PO Box 637 Concord, NH 03302-0637 United States
New Jersey Department of The Treasury, Division of Revenue, Business Services Bureau	33 W State St Trenton, NJ 08608 United States
New Jersey Division of Revenue	33 W State St Trenton, NJ 08608 United States
New Mexico Taxation and Revenue Department	1100 South St Francis Drive Santa Fe, NM 87504 United States
New Orleans Bureau of Revenue	1300 Perdido St., RM 1W15 New Orleans, LA 70112 United States

<u>Governmental Authority</u>	<u>Address</u>
New York Department of State, Division of Corporations, State Records And Uniform Commercial Code	9 W A Harriman Campus #100 Albany, NY 12207 United States
New York State Department of Taxation	9 W A Harriman Campus #100 Albany, NY 12207 United States
North Carolina Department of Revenue	502 N Wilmington St Raleigh, NC 27604 United States
North Carolina Secretary of State, Corporations Division	502 N Wilmington St Raleigh, NC 27604 United States
North Central Ontario Tax Services	81 Mulcaster Street Barrie, ON L4M 6T7 Canada
Nova Scotia Tax Services Office	100-145 Hobsons Lake Drive Halifax, NS B3S 0J1 Canada
Ohio Department of Taxation	4485 Northland Ridge Blvd Columbus, OH 43229 United States
Ohio Secretary of State	4485 Northland Ridge Blvd Columbus, OH 43229 United States
Oklahoma Tax Commission	3700 N Classen Blvd #200 Oklahoma City, OK 73118 United States
Oregon Department of Revenue	955 Center Street NE Salem, OR 97301-2555 United States
Oregon Secretary of State, Corporation Division	Public Services Building 255 Capital St, NE, Ste. 151 Salem, OR 97310-1327 United States
Pasco County, FL	38053 Live Oak Avenue Dade City, FL 33523-3894 United States
Pennsylvania Department of Revenue	327 WALNUT ST Harrisburg, PA 17128 United States
Pennsylvania Department of State, Corporation Bureau	327 WALNUT ST Harrisburg, PA 17128 United States
Prince Edward Island Tax Services Office	1-30 Brackley Point Road Charlotte, PE C1A 6X9 Canada
Prince George, MD	14735 Main Street Courthouse Upper Marlboro, MD 20772 United States

<u>Governmental Authority</u>	<u>Address</u>
Province of Prince Edward Island	33 Riverside Drive Charlottetown, PE C1A 7N8 Canada
Revenu Quebec	CP 3000 succursale Place-Desjardins Montreal, QC H5B 1A4 Canada
Rhode Island Division of Taxation	One Capitol Hill Ste. 4 Providence, RI 02908-5802 United States
Rhode Island Secretary of State, Corporations Division	One Capitol Hill Ste. 4 Providence, RI 02908-5802 United States
San Bernardino County, CA	385 N. Arrowhead Avenue San Bernardino, CA 92415 United States
South Carolina Department of Revenue	300 A Outlet Pointe Blvd Columbia, SC 29210 United States
South Carolina Secretary of State, Division of Corporations	300 A Outlet Pointe Blvd Columbia, SC 29210 United States
Southern Alberta Tax Services Office	220 4th Avenue South East Calgary, AB T2G 0L1 Canada
St. Johns County, FL	4040 Lewis Speedway St Augustine, FL 32084 United States
State of Hawaii	Director of Taxation Room 221 830 Punchbowl Street Honolulu, HI 96813-5094 United States
State of Nevada	Taxation Department 555 E Washington Ave #1300 Las Vegas, NV 89101 United States
State of Nevada Sales/Use Tax Department	PO Box 52609 Phoenix, AZ 85072-2609 United States
State of North Dakota	Office of State Tax Commissioner 600 East Boulevard Avenue Dept. 127 Bismarck, ND 58505 United States
State of South Dakota	Business Tax Division 445 East Capitol Avenue Pierre, SD 57501 United States
State of Texas	Comptroller of Public Accounts 1919 N Loop W #510 Houston, TX 77008 United States

<u>Governmental Authority</u>	<u>Address</u>
Sussex County, DE	2 The Circle Georgetown, DE 19947 United States
Tacoma, WA Department of Revenue	2101 4th Ave #1400 Seattle, WA 98121 United States
Tennessee Department of Revenue	500 Deaderick St Nashville, TN 37242 United States
Tennessee Department of Revenue - City of Sevierville	500 Deaderick St Nashville, TN 37242 United States
Tennessee Department of Revenue - Sevier County	500 Deaderick St Nashville, TN 37242 United States
Tennessee Department of State, Division of Business Services	500 Deaderick St Nashville, TN 37242 United States
Texas Secretary of State, Statutory Filings Division, Corporations Section	1919 N Loop W #510 Houston, TX 77008 United States
Texas State Comptroller's Office	111 E 17th St Austin, TX 78701 United States
Toronto Centre Tax Services	1 Front Street West Toronto, ON M5J 2X6 Canada
Toronto Wes-Thunder Bay Tax Services	5800 Hurontario Street Mississauga, ON L5R 4B4 Canada
Town of Leesburg, VA	25 West Market Street Leesburg, VA 20176 United States
Town of Wrentham, MA	79 South Street Wrentham, MA 02093 United States
Tsawwassen First Nation, BC	1926 Tsawwassen Drive Tsawwassen, BC V4M 4G2 Canada
Upper Merion Township, PA	175 West Valley Forge Road King of Prussia, PA 19406-1802 United States
Utah Department of Commerce, Division of Corporations & Commercial Code	210 N 1950 W Salt Lake City, UT 84134-0400 United States
Utah State Tax Commission	210 N 1950 W Salt Lake City, UT 84134-0400 United States
Vancouver Tax Services Office	468 Terminal Ave Vancouver, BC V6A 0C1 Canada

<u>Governmental Authority</u>	<u>Address</u>
Vancouver Tax Services Office	9755 King George Blvd Surrey, BC V3T 5E1 Canada
Vermont Department of Taxes	133 State St Montpelier, VT 05602 United States
Virginia Department of Revenue	1957 Westmoreland St Richmond, VA 23230 United States
Virginia State Corporation Commission	1957 Westmoreland St Richmond, VA 23230 United States
Washington Department of Revenue	2101 4th Ave #1400 Seattle, WA 98121 United States
Washington Office of The Secretary of State, Corporations Division	2101 4th Ave #1400 Seattle, WA 98121 United States
West Virginia Sales and Use Tax Department	PO Box 1826 Charleston, WV 25237-1826 United States
West Virginia Secretary of State	1124 Smith St Charleston, WV 25301 United States
West Virginia State Tax Department	1124 Smith St Charleston, WV 25301 United States
Western Quebec Tax Services Office	3400 Jean-Beraud Avenue Laval, QC H7T 2Z2 Canada
Wisconsin Department of Revenue	2135 Rimrock Rd Madison, WI 53708 United States
Wyoming Department of Revenue	122 West 25th Street, 2nd Floor West Cheyenne, WY 82002-0110 United States

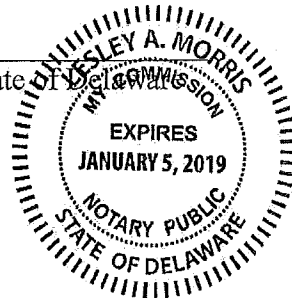
Tab J

THIS IS EXHIBIT "J" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018

Lesley A. Morris

A Notary Public in and for the State of Delaware



)	
In re:)	Chapter 11
)	
THE ROCKPORT COMPANY, LLC, <i>et al.</i> ,)	Case No. 18-11145 (LSS)
)	
Debtors. ¹)	(Jointly Administered)
)	
)	Re: Docket No. 12

**INTERIM ORDER (I) AUTHORIZING
THE DEBTORS TO CONTINUE AND RENEW THEIR
(A) INSURANCE PROGRAMS AND PREMIUM FINANCING AND
(B) SURETY BOND PROGRAM AND TO PAY ALL OBLIGATIONS WITH
RESPECT THERETO, (II) MODIFYING THE AUTOMATIC STAY WITH
RESPECT TO THE WORKERS' COMPENSATION PROGRAM AND
(III) AUTHORIZING FINANCIAL INSTITUTIONS TO HONOR AND
PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion (the “**Motion**”)² of The Rockport Company, LLC (“**Rockport**”) and certain of its affiliates that are debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 cases (the “**Chapter 11 Cases**”) for entry of interim and final orders, pursuant to Sections 105(a), 362, 363(b)(1) and 363(c)(1) of the Bankruptcy Code and Bankruptcy Rules 4001, 6003, and 6004, (i) authorizing, but not directing, the Debtors to maintain, continue and renew (a) the Insurance Programs, including the Premium Financing; and (b) the Surety Bond Program, on an uninterrupted basis and consistent with their prepetition practices; (ii) modifying the automatic stay imposed by Section 362 of the Bankruptcy Code to

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG I-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

the extent necessary to permit the Debtors' employees to proceed with any claims they may have under the Workers' Compensation Program; and (iii) authorizing financial institutions to receive, process, honor and pay related checks or transfers, as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and the Court having venue pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon the record herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted on an interim basis, as set forth herein.
2. The Debtors are authorized and empowered to maintain and continue their Insurance Programs without interruption and consistent with their prepetition practices.
3. The Debtors are authorized, but not directed, to pay the Insurance Obligations owed in connection with the Insurance Programs (including the Broker's Fees, Workers' Compensation Program, any amounts due in connection with the Premium Financing and

Insurance Deductibles) and Surety Bond Obligations owed in connection with the Surety Bond Program, during the interim period, in an interim amount not to exceed \$60,000.00, whether due and payable before, on or after the Petition Date, unless otherwise ordered by the Court.

4. The Debtors are authorized, but not directed, to (a) renew or obtain new insurance policies or execute other agreements in connection with their Insurance Programs, including, without limitation, upon the expiration or termination of any Insurance Program and (b) enter into insurance Premium Financing transactions in connection with the Insurance Programs. Absent further order of this Court upon notice, during the course of these Chapter 11 Cases, the Debtors shall not renew or enter into any new Premium Financing agreement upon any terms less favorable than those in the existing Finance Agreements.

5. Notwithstanding anything to the contrary in the Finance Agreements, in the event that the Debtors default under the terms of either of the Finance Agreements, the PFA Lender shall not cancel any Financed Policy of the Debtors without first providing (i) notice of such default in writing by overnight mail to the Debtors and their bankruptcy counsel, and (ii) at least five (5) business days from the receipt of such notice to cure. If the Debtors fail to cure the default within that time, then the PFA Lender may, in accordance with the terms of the respective Finance Agreement, and without further order of this Court, exercise any and all of its rights under the respective Finance Agreement.

6. Pursuant to Section 362(d) of the Bankruptcy Code, the automatic stay shall be modified to the extent necessary to permit the Debtors' employees to proceed with any claims they may have under the Workers' Compensation Program.

7. All applicable banks and other financial institutions are hereby authorized to receive, process, honor and pay all checks presented for payment of, and to honor all fund

transfer requests made by the Debtors related to, the claims that the Debtors request authority to pay in the Motion, regardless of whether the checks were presented or fund transfer requests were submitted before, on or after the Petition Date. Such banks and financial institutions are authorized to rely on the representations of the Debtors as to which checks are issued or authorized to be paid pursuant to this Interim Order without any duty of further inquiry and without liability for following the Debtors' instructions.

8. The Debtors are authorized, but not directed, to issue new post-petition checks, or effect new fund transfers, for the Insurance Obligations to replace any prepetition checks or fund transfer requests that may be dishonored or rejected and to reimburse Insurance Carriers, Brokers or the applicable payee, as the case may be, for any fees or costs incurred by them in connection with a dishonored or voided check or funds transfer.

9. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

10. The requirements set forth in Bankruptcy Rules 4001(d) and 6004(a) are hereby waived.

11. Notwithstanding Bankruptcy Rules 4001(a)(3) and 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

12. Nothing in this Interim Order or the Motion shall be deemed to constitute the assumption or adoption of any agreement under Section 365 of the Bankruptcy Code.

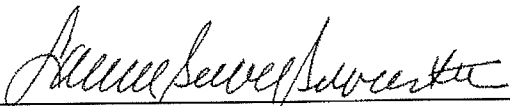
13. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

14. A final hearing to consider the relief requested in the Motion shall be held on June 13, 2018 at 11:00 a.m. (Eastern Time).

15. Any objection to the entry of a final order granting the relief requested in the Motion shall be filed with the Court and served on: (i) the Debtors, c/o The Rockport Company, LLC, 1220 Washington Street, West Newton, Massachusetts 02465, Attn: Paul Kosturos; (ii) proposed counsel to the Debtors: Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins; (iii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801 Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iv) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com; (v) counsel to the ABL Lender, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; and (vi) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov, no later than June 6, 2018 at 4:00 p.m. (Eastern Time).

16. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: May 15, 2018
Wilmington, Delaware



THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Tab K

THIS IS EXHIBIT "K" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018

Lesley A. Morris

A Notary Public in and for the State of Delaware



ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
)	
THE ROCKPORT COMPANY, LLC, <i>et al.</i>,	)	Case No. 18-11145 (LSS)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Re: Docket No. 11

**INTERIM ORDER AUTHORIZING (I) THE DEBTORS TO
(A) PAY CERTAIN EMPLOYEE COMPENSATION AND BENEFITS, (B) MAINTAIN
AND CONTINUE SUCH BENEFITS AND OTHER EMPLOYEE-RELATED
PROGRAMS, AND (C) PAY PREPETITION CLAIMS OF INDEPENDENT
CONTRACTORS AND TEMPORARY WORKERS AND (II) FINANCIAL
INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the Debtors' motion (the "**Motion**")², for entry of interim and final orders, under Sections 105(a), 363, and 507(a) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (i) authorizing the Debtors to (a) pay prepetition wages, salaries, independent contractor obligations, temporary worker obligations, reimbursable expenses, and other obligations on account of the Compensation and Benefits Programs in the ordinary course of business as provided in the Motion and (b) continue to administer the Compensation and Benefits Programs and (ii) authorizing and directing financial institutions to receive, process, honor and pay checks or wire transfers used by the Debtors to pay the foregoing, as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion.

28 U.S.C. § 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and the Court having venue pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon the record herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted on an interim basis, as set forth herein.
2. The Debtors are authorized but not directed, in their discretion and business judgment, to (i) pay or otherwise honor all obligations under the Compensation and Benefits Programs in an amount not to exceed \$3,700,000.00 before the final hearing on the Motion; (ii) honor and continue their Compensation and Benefits Programs that were in effect as of the Petition Date, in the ordinary course of business, and in the same manner and on the same basis as the Debtors honored and continued such Compensation and Benefits Programs before the Petition Date; and (iii) withhold all federal, state, provincial and local taxes relating to the Compensation and Benefits Programs as required by applicable law; *provided that*, the Debtors

shall not pay any obligations arising under the Employee Incentive Programs prior to entry of an order granting the relief requested in the Motion on a final basis.

3. Notwithstanding any other provision of this interim order (this “**Interim Order**”) and absent further order of the Court, (i) payments to or on behalf of one person on account of prepetition obligations in the interim period shall be limited by Sections 507(a)(4) and (a)(5) of the Bankruptcy Code and capped at the amount afforded priority by those statutory subsections; and (ii) the Debtors are not authorized to “cash out” unpaid vacation days upon termination/resignation of an employee in excess of the caps provided by Sections 507(a)(4) or (a)(5) of the Bankruptcy Code unless applicable state law requires such payment.

4. Nothing in the Motion or this Interim Order shall be deemed to violate or permit a violation of Section 503(c) of the Bankruptcy Code.

5. Each of the banks at which the Debtors maintain their accounts relating to the payment of obligations on account of the Compensation and Benefits Programs are authorized to (i) receive, process, honor, and pay all checks presented for payment and to honor all fund transfer requests made by the Debtors related thereto, to the extent that sufficient funds are on deposit in those accounts and (ii) accept and rely on all representations made by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of the Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

6. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of obligations in connection with the Compensation and Benefits Programs as set forth herein, and to replace any prepetition checks or

electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors' Chapter 11 Cases.

7. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

8. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

9. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

10. Nothing in this Interim Order or the Motion shall be deemed to constitute the assumption or adoption of any agreement under Section 365 of the Bankruptcy Code.

11. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

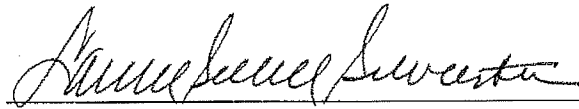
12. A final hearing to consider the relief requested in the Motion shall be held on June 13, 2018 at 11:00 a.m. (Eastern Time).

13. Any objection to the entry of a final order granting the relief requested in the Motion shall be filed with the Court and served on: (i) the Debtors, c/o The Rockport Company, LLC, 1220 Washington Street, West Newton, Massachusetts 02465, Attn: Paul Kosturos; (ii) proposed counsel to the Debtors: Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins; (iii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801 Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iv) counsel to the Collateral Agent and DIP Notes

Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com; (v) counsel to the ABL Lender, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; and (vi) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov, no later than June 6, 2018 at 4:00 p.m. (Eastern Time).

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: May 15, 2018
Wilmington, Delaware

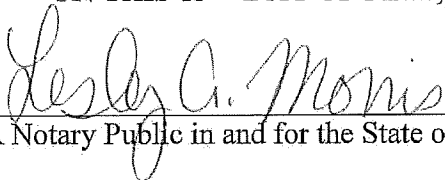
A handwritten signature in cursive script, reading "Laurie Selber Silverstein", written over a horizontal line.

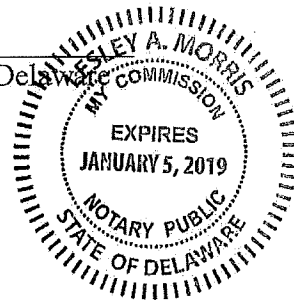
THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Tab L

THIS IS EXHIBIT "L" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018


A Notary Public in and for the State of Delaware



ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

_____)	
In re:	)	Chapter 11
)	
THE ROCKPORT COMPANY, LLC, <i>et al.</i>,	)	Case No. 18-11145 (LSS)
)	
Debtors. ¹	)	(Jointly Administered)
)	
_____	)	Re: Docket No. 9

**ORDER AUTHORIZING (I) DEBTORS TO (A) MAINTAIN
CUSTOMER PROGRAMS AND (B) PAY AND HONOR RELATED
PREPETITION OBLIGATIONS, AND (II) FINANCIAL INSTITUTIONS
TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion (the “**Motion**”)² of The Rockport Company, LLC (“**Rockport**”) and certain of its affiliates that are debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned Chapter 11 cases (the “**Chapter 11 Cases**”) for entry of an order , pursuant to Sections 105(a), 363(b), and 507(a) of the Bankruptcy Code, authorizing, but not directing, (i) the Debtors to (a) continue to administer certain Customer Programs and (b) honor or pay certain prepetition or other obligations on account of the Customer Programs (the “**Customer Obligations**”) in the ordinary course of business as provided in the Motion; and (ii) applicable banks and other financial institutions to receive, process, honor and pay any and all checks drawn on the Debtors’ general disbursement account and other transfers to the extent such checks and transfers relate to any of the foregoing, all as more fully set forth in the Motion;

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors’ mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and the Court having venue pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon the record herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted as set forth herein.
2. The Debtors are authorized, in their sole discretion, to continue, renew, modify, terminate or replace the Customer Programs.
3. The Debtors are authorized, but not directed, in their sole discretion, to satisfy all Customer Obligations related to the Gift Card Program; *provided, however*, that if the Debtors at any time during these Chapter 11 Cases cease to honor gift cards, they shall file a notice of the same with the Court, and serve such notice on the Office of the United States Trustee for the District of Delaware, any official committee appointed in these Chapter 11 Cases, and all parties entitled to notice pursuant to Bankruptcy Rule 2002.

4. The Debtors are authorized, but not directed, in their sole discretion, to honor and fulfill all other Customer Obligations in the ordinary course of business.

5. The Debtors shall maintain a matrix summarizing (i) each payment to the Gift Card Agent, Loop or Advantage on account of the Customer Programs, and (ii) the amount honored or fulfilled by each Debtor obligor to such entity on account of the Customer Programs. This matrix shall be provided on a weekly basis, one week in arrears, to counsel for the DIP ABL Agent and DIP Note Purchasers and the professionals retained by any statutory committee appointed in the Chapter 11 Cases, if any; *provided, however*, that the matrix shall be considered confidential.

6. All applicable banks and other financial institutions are hereby authorized to receive, process, honor and pay all checks presented for payment of, and to honor all fund transfer requests made by the Debtors related to, the claims that the Debtors request authority to pay in the Motion, regardless of whether the checks were presented or fund transfer requests were submitted before, on or after the Petition Date. Such banks and financial institutions are authorized to rely on the representations of the Debtors as to which checks are issued or authorized to be paid pursuant to this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

7. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of the Customer Programs as set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors' Chapter 11 Cases.

8. The Debtors are authorized, but not directed, to continue paying the Processing Fees in the ordinary course of business pursuant to the terms of the Payment Agreements, whether arising before or after the Petition Date, in a manner consistent with past practices.

9. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

10. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

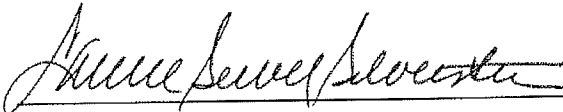
11. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

12. Nothing in this Order or the Motion shall be deemed to constitute the assumption or adoption of any agreement under Section 365 of the Bankruptcy Code.

13. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Order.

14. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

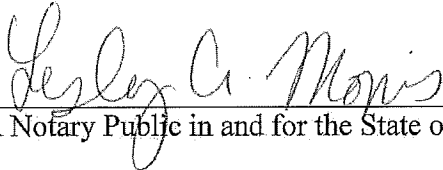
Dated: May 15, 2018
Wilmington, Delaware

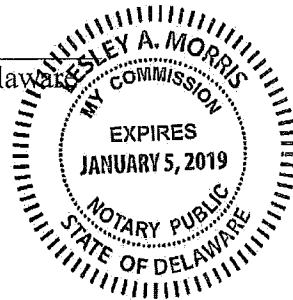

THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Tab M

THIS IS EXHIBIT "M" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018


A Notary Public in and for the State of Delaware



the Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and the Court having venue pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon the record herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted on an interim basis, as set forth herein.
2. Absent further order of this Court, the Utility Companies, including any subsequently added Utility Companies, are prohibited from altering, or discontinuing any Utility Services to, or discriminating against, the Debtors on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors' proposed adequate assurance.
3. The Debtors shall deposit the Adequate Assurance Deposit in the Utility Deposit Account within twenty (20) calendar days of entry of this Order. The Adequate Assurance Deposit shall serve as a cash security deposit to provide adequate assurance of payment for Utility Services provided to the Debtors after the Petition Date and through the Pendency of these cases. The Adequate Assurance Deposit may be reduced by the Debtors, without further

order, to account for the termination of Utility Services by the Debtors upon reconciliation and payment by the Debtors of the Utility Company's final invoice in accordance with applicable nonbankruptcy law, provided, however, that there are no outstanding disputes related to postpetition payments due, or upon other arrangements with respect to adequate assurance of payment reached with a Utility Company. The obligation to maintain the Adequate Assurance Deposit shall terminate upon the effective date of a confirmed Chapter 11 plan or such other time as these cases may be closed.

4. The following procedures (the "**Adequate Assurance Procedures**") are hereby approved with respect to all Utility Companies, including subsequently added Utility Companies:

(a) The Debtors or their advisors will provide a copy of this Motion (including the proposed Final Order) and this Interim Order to each of the Utility Companies listed on the Utilities List within two business days after entry of this Interim Order by the Court.

(b) If a Utility Company is not satisfied with the Proposed Adequate Assurance, it must serve a written request (a "**Request**") upon (i) the Debtors, c/o The Rockport Company, LLC, 1220 Washington Street, West Newton, Massachusetts 02465, Attn: Paul Kosturos, (ii) proposed counsel to the Debtors, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Amanda R. Steele, Esq. and Brendan J. Schlauch, Esq., (iii) counsel to the Prepetition Noteholders and DIP Note Lenders, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com, and (iv) counsel to the ABL Administrative Agent and ABL DIP Agent, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com, and the Request must set forth (1) the location(s) for which Utility Services are provided, (2) the account number(s) for such location(s), (3) the outstanding balance for each account, and (4) an explanation of why the Utility Company believes that the Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

(c) If the Debtors determine, in their sole discretion, that a Request or any consensual agreement reached in connection therewith is reasonable, the Debtors, without

further order of the Court, may enter into agreements granting additional adequate assurance to the Utility Company serving such Request and, in connection with such agreements, provide the Utility Company with additional adequate assurance of payment, including cash deposits, prepayments or other forms of security, with three days' advance notice to counsel to the Prepetition Noteholders and DIP Note Lenders and notice to the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") and any counsel to any statutory committee appointed in the Chapter 11 Cases within 15 days.

(d) If the Debtors, in their sole discretion, determine that a Request is unreasonable, then they shall promptly negotiate with the requesting party and if unable to reach a prompt resolution to the Request, set the matter for hearing at the next regularly scheduled omnibus hearing date in the case. Pending the hearing, the Utility Company that is the subject of the unresolved Request may not alter, refuse or discontinue services to the Debtors.

(e) Absent compliance with the procedures set forth in the Motion and this Order, the Debtors' Utility Companies are prohibited from altering, refusing or discontinuing service on account of any unpaid prepetition charges and are deemed to have received adequate assurance of payment in compliance with Section 366 of the Bankruptcy Code.

5. The Utility Companies have been provided with adequate assurance of payment within the meaning of Section 366 of the Bankruptcy Code by virtue of the Proposed Adequate Assurance and the Adequate Assurance Procedures as proposed are hereby approved. As a result, the Utility Companies are prohibited from altering, refusing or discontinuing Utility Services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Adequate Assurance Procedures, and the Debtors are not required to provide any additional adequate assurance beyond what is stated in this Interim Order.

6. The Debtors are authorized to amend the Utilities List to add or delete any Utility Company. For those Utility Companies that are subsequently added to Utilities List, the Debtors shall serve a copy of the Motion and this Interim Order on such Utility Company, along with an amended Utilities List that includes such Utility Company. Any such amended Utilities List shall be filed with the Court. Such subsequently added Utility Company who objects to the entry

of this Interim Order must file an objection in accordance with the Bankruptcy Rules, the Local Rules and the Adequate Assurance Procedures.

7. The Debtors shall increase the amount of the Adequate Assurance Deposit in the event an additional Utility Company is added to the Utilities List by an amount equal to two weeks of Utility Service provided by such additional Utility Company, calculated using the historical average for such payments over the past twelve (12) months. This Interim Order shall be binding on any additional Utility Company once the Adequate Assurance Deposit has been increased for such additional Utility Company.

8. The Debtors may terminate the services of any Utility Company and may reduce the Adequate Assurance Deposit by the amount held on account of such terminated Utility Company upon reconciliation and payment by the Debtors of the Utility Company's final invoice in accordance with applicable nonbankruptcy law, provided, however, that there are no outstanding disputes related to postpetition payments due. The Debtors may amend the Utilities List to delete a Utility Company only if the Debtors have provided two weeks' advance notice to such Utility and have not received any objection from such Utility Company. If an objection is received, the Debtors shall request a hearing before this Court at the next omnibus hearing date, or such other date

9. Notwithstanding anything to the contrary in any order of this Court, including any DIP financing order, no creditor, including the DIP Lenders, shall have any interest in or lien on the Adequate Assurance Deposit.

10. Nothing herein constitutes a finding that any entity is or is not a Utility Company hereunder or under Section 366 of the Bankruptcy Code, whether or not such entity is included in the Utilities List.

11. The Debtors are authorized, but not directed, to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices for Utility Services rendered by the Utility Companies to the Debtors after the Petition Date.

12. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

13. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

14. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

15. Nothing in this Interim Order or the Motion shall be deemed to constitute the assumption or adoption of any agreement under Bankruptcy Code Section 365.

16. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

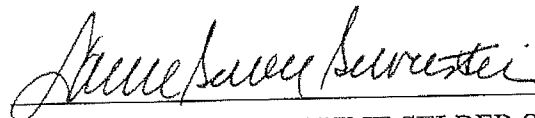
17. A final hearing to consider the relief requested by the Motion shall be held on June 13, 2018 at 11:00 a.m. (Eastern Time).

18. Any objection to the entry of a final order granting the relief requested in the Motion shall be filed with the Court and served on: (i) the Debtors, c/o The Rockport Company, LLC, 1220 Washington Street, West Newton, Massachusetts 02465, Attn: Paul Kosturos; (ii) proposed counsel to the Debtors: Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins; (iii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801 Attn: Bradford J. Sandler, bsandler@pszjlaw.com and

James E. O'Neill, joneill@pszjlaw.com; (iv) counsel to the ABL Lender, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; and (vi) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov, no later than June 6, 2018 at 4:00 p.m. (Eastern Time).

19. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: May 15, 2018
Wilmington, Delaware



THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

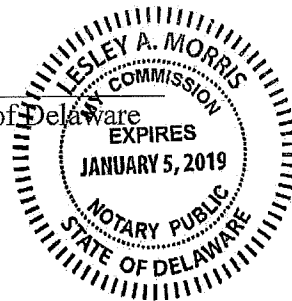
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THIS IS EXHIBIT "N" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018

Lesley A. Morris

A Notary Public in and for the State of Delaware



ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
	)	Chapter 11
THE ROCKPORT COMPANY, LLC, <i>et al.</i>,	)	Case No. 18-11145 (LSS)
)	
Debtors. ¹	)	(Jointly Administered)
)	
	)	Re: Docket No. 13

**INTERIM ORDER (I) AUTHORIZING CONTINUED USE OF EXISTING
CASH MANAGEMENT SYSTEM AND BANK ACCOUNTS; (II) WAIVING
CERTAIN UNITED STATES TRUSTEE REQUIREMENTS;
(III) AUTHORIZING CONTINUED PERFORMANCE OF INTERCOMPANY
TRANSACTIONS; AND (IV) GRANTING RELATED RELIEF**

Upon the Debtors' motion (the "**Motion**")² for entry of an interim order (this "**Order**") (i) authorizing the Debtors to continue to use their cash management system (the "**Cash Management System**") and Bank Accounts; (ii) waiving certain Bank Account and related requirements of the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"); (iii) authorizing the Debtors to continue their existing deposit practices under the Cash Management System (subject to the Debtors' implementation of certain reasonable changes to the Cash Management System); (iv) extending the time to comply with Section 345(b) of the Bankruptcy Code; and (v) authorizing the continued performance of certain transactions between and among the Debtors as well as with certain of their Foreign Affiliates (the "**Intercompany Transactions**") consistent with historical practice and granting

¹ The debtors and debtors in possession in these cases and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

² Capitalized terms used but not defined in this Order have the meanings used in the Motion.

administrative expense priority to Intercompany Transactions, all as more fully described in the Motion; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and the Court having venue pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motion and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the Motion and opportunity for a hearing on the Motion having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates and all other parties in interest; and upon the record herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is hereby granted on an interim basis, as set forth herein.
2. Except as otherwise provided herein, the Debtors are authorized and empowered to continue to maintain and use their Cash Management System and Bank Accounts consistent with their prepetition practices. For the avoidance of doubt, those certain existing deposit agreements between the Debtors and the Banks shall continue to govern the postpetition cash management relationship between the Debtors and the Banks, and that all of the provisions of such agreements, including, without limitation, the termination and fee provisions, shall remain in full force and effect.

3. The Debtors are authorized to close existing Bank Accounts or open new Bank Accounts and otherwise implement changes to their Cash Management System in the ordinary course of business pursuant to the terms of those certain existing depository agreements; provided, that in the event that the Debtors open or close any Bank Accounts, the Debtors shall give notice to the U.S. Trustee, Citizens Business Capital, as DIP Agent, and any statutory committees appointed in these Chapter 11 Cases, within 14 days after opening a new Bank account or closing an existing Bank Account; provided further, that the Debtors shall open any such new Bank Account at a Bank that has executed a Uniform Depository Agreement with the U.S. Trustee, or at a Bank willing to immediately execute such an agreement.

4. The Debtors are authorized but not directed to (i) maintain and continue to use their existing Bank Accounts that are listed on Exhibit 1 hereto, in the same manner and with existing account numbers, styles, and document forms as are currently employed and to the extent such Bank Accounts do not comply with the applicable requirements under the U.S. Trustee Guidelines or otherwise, such requirements under the U.S. Trustee Guidelines or otherwise are waived; (ii) deposit funds in, and withdraw funds from, the Bank Accounts by usual means, including check, wire transfer, ACH transfer, draft, electronic fund transfer, centralized lockbox, or other items presented, issued, or drawn on the Bank Accounts; (iii) pay prepetition and ordinary-course Processor Fees for the Vendor Payment Processor; (iv) pay prepetition and ordinary-course Bank Fees for the Bank Accounts; (iv) perform their obligations under the Bank Accounts' governing documents and agreements; and (v) treat the Bank Accounts for all purposes as "debtor in possession" accounts ("**DIP Accounts**").

5. Each Bank is authorized to continue to administer, service, and maintain the Bank Accounts, as they were prepetition, without interruption and in the ordinary course, without

further order of this Court, and to receive, process, honor, and pay all checks, drafts, wires, ACH transfers, electronic fund transfers, or other items presented, issued, or drawn on the Bank Accounts (collectively, the “Disbursements”) on account of any claim this Court has granted the Debtors approval to pay, whether arising before, on, or after the Petition Date to the same extent the Debtors were responsible for such items prior to the Petition Date. For the avoidance of doubt, each of the Banks is authorized to debit the Debtor’s Bank Accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtor’s Bank Accounts which are cashed at such Bank’s counters or exchanged for cashier’s checks by the payees thereof prior to the Petition Date; and (ii) all checks or other items deposited in one of Debtor’s Bank Accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date.

6. All Banks are authorized to accept and honor all representations from the Debtors as to which Disbursements should be honored and shall have no duty to inquire as to whether such payments are authorized by an order of this Court. If any Banks nevertheless dishonor Court-approved Disbursements, the Debtors are authorized to issue replacement Disbursements consistent with the orders of this Court. No Bank will be liable to the Debtors or their estates, or otherwise be in violation of the orders of this Court, for honoring a prepetition Disbursement or other Disbursement at the Debtors’ direction.

7. Except as set forth herein with respect to Intercompany Transactions between Rockport and Rockport Canada, the Debtors are authorized to continue performing Intercompany Transactions arising from or related to the operation of their business in the ordinary course in an

aggregate amount not to exceed \$1,000,000.00 pending entry of a final order. With respect to Intercompany Transactions as between Rockport and Rockport Canada, the Debtors are authorized to continue the Permitted Rockport Canada Intercompany Transactions.

8. All payments from any authorized postpetition Intercompany Transactions are hereby accorded administrative expense priority under Section 503(b) of the Bankruptcy Code. Each entity using funds that flow through the Cash Management System shall continue to bear the ultimate payment responsibility for those ordinary-course transactions. In connection with the Intercompany Transactions, the Debtors shall maintain records for all transfers of cash so that all transactions (including Intercompany Transactions) can be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions, and the Debtors shall make those records available to the U.S. Trustee and shall attach a listing to the Monthly Operating Reports of intercompany transfers made between debtors and non-debtors.

9. The Debtors are authorized to continue using all checks, correspondence, and other business forms, including, but not limited to, purchase orders, multicopy checks, letterhead, envelopes, promotional materials, and other business forms, substantially as they existed immediately before the Petition Date without reference to the Debtors' status as debtors in possession; *provided that* once the Debtors' existing checks have been used, the Debtors will, when reordering checks, ensure that the designation "Debtor in Possession" and the corresponding bankruptcy case number are printed on all checks; *provided further* that, with respect to electronic checks and checks that the Debtors or their agents print themselves, the Debtors will begin printing the "Debtor in Possession" legend on such items within ten (10) days of the date of entry of this Order.

10. The Debtors shall have 30 days from the Petition Date (the “**Extension Period**”) within which to comply with Section 345(b) of the Bankruptcy Code or to make arrangements to which the U.S. Trustee agrees, and such extension is without prejudice to the Debtors’ right to request a further extension of the Extension Period or suspension of the requirements of Section 345(b) of the Bankruptcy Code in these cases. For Banks that have signed a Uniform Depository Agreement with the U.S. Trustee, all Bank Accounts with such Banks are deemed to satisfy Section 345(b) of the Bankruptcy Code.

11. Within 14 days of the date of entry of this Interim Order, with respect to Banks at which the Debtors hold Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall (i) contact each bank; (ii) provide the Bank with each of the Debtors’ tax identification numbers; and (iii) identify each of their Bank accounts held at such Bank as being held by a debtor in possession in a bankruptcy case.

12. Within 30 days of the date of entry of this Order, with respect to Banks at which the Debtors hold accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtors shall use their good-faith efforts to cause the Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee. The Debtors will promptly direct such Banks to internally code the Bank Accounts as DIP Accounts. The U.S. Trustee’s rights to seek relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

13. Notwithstanding the Debtors’ use of a consolidated Cash Management System, the Debtors shall calculate quarterly fees under 28 U.S.C. § 1930(a)(6) based on the disbursements of each Debtor, regardless of who pays those disbursements.

14. The requirements set forth in Bankruptcy Rule 6003 are satisfied by the Motion or otherwise deemed waived.

15. The requirements set forth in Bankruptcy Rule 6004(a) are hereby waived.

16. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Interim Order shall be effective and enforceable immediately upon entry hereof.

17. Nothing in this Interim Order or the Motion shall be deemed to constitute the assumption or adoption of any agreement under Section 365 of the Bankruptcy Code.

18. The Debtors are hereby authorized to take such actions and to execute such documents as may be necessary to implement the relief granted by this Interim Order.

19. A final hearing to consider the relief requested by the Motion shall be held on June 13, 2018 at 11:00 a.m. (Eastern Time).

20. Any objection to the entry of a final order granting the relief requested in the Motion shall be filed with the Court and served on: (i) the Debtors, c/o The Rockport Company, LLC, 1220 Washington Street, West Newton, Massachusetts 02465, Attn: Paul Kosturos; (ii) proposed counsel to the Debtors: Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins; (iii) counsel to the Prepetition Noteholders and DIP Note Purchasers, (a) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com, and Daniel E. Stroik, destroik@debevoise.com and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801 Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (iv) counsel to the Collateral Agent and DIP Notes Agent, (a) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603, Attn: Joshua Spencer, joshua.spencer@khlaw.com, and (b) Pachulski Stang Ziehl &

Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neil, joneill@pszjlaw.com; (v) counsel to the ABL Lender, (a) Riemer Braunstein LLP, Three Center Plaza, 6th Floor, Boston, Massachusetts, 02108, Attn: Donald E. Rothman, drothman@riemerlaw.com, Lon M. Singer, lsinger@riemerlaw.com, Jaime Rachel Koff, jkoff@riemerlaw.com, and Jeremy Levesque, jlevesque@riemerlaw.com, and (b) Ashby & Geddes, P.A., 500 Delaware Ave., 8th Floor, Wilmington, Delaware 19801, Attn: Gregory A. Taylor, GTaylor@ashbygeddes.com; and (vi) the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov, no later than June 6, 2018 at 4:00 p.m. (Eastern Time).

21. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Interim Order.

Dated: May 15, 2018
Wilmington, Delaware

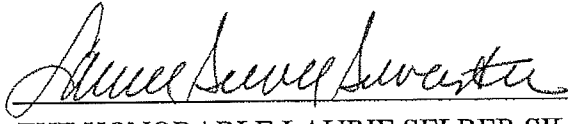

THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1**Bank Accounts**

Debtor	Bank	Bank Address	Last Four Digits of Bank Account No.	Purpose of Funds
The Rockport Company, LLC	Citizens Bank	20 Cabot Road Medford, MA 02155	1329	Operating Account
The Rockport Company, LLC	Citizens Bank	20 Cabot Road Medford, MA 02155	1398	Payroll Account
The Rockport Company, LLC	Citizens Bank	20 Cabot Road Medford, MA 02155	1533	Inactive
The Rockport Company, LLC	Citizens Bank	20 Cabot Road Medford, MA 02155	2499	Note Funding Account
The Rockport Company, LLC	Bank of America	100 Federal Street Boston, MA 02110	5178	Wholesale Lockbox Account
The Rockport Company, LLC	Citizens Bank	20 Cabot Road Medford, MA 02155	5425	Controlled Disbursement Account
The Rockport Company, LLC	HSBC Bank N.A.	99 High Street, Floor 29 Boston, MA 02110	5548	Retail Cash Account
The Rockport Company, LLC	HSBC Bank N.A.	99 High Street, Floor 29 Boston, MA 02110	5556	Inactive
The Rockport Company, LLC	HSBC Bank N.A.	99 High Street, Floor 29 Boston, MA 02110	6234	Distributor Payment Account
The Rockport Company, LLC	Bank of America	100 Federal Street Boston, MA 02110	8051	Primary Collections Account
The Rockport Company, LLC	Bank of America	100 Federal Street Boston, MA 02110	8917	Main Disbursement Account
Rockport Canada ULC	HSBC Bank Canada	70 York Street, 5 th Floor, Toronto, ON M5J 1S9	4001	Canadian Operating Account
Rockport Canada ULC	HSBC Bank Canada	70 York Street, 5 th Floor, Toronto, ON M5J 1S9	4002	Inactive
Rockport Canada ULC	HSBC Bank Canada	70 York Street, 5 th Floor, Toronto, ON M5J 1S9	4070	USD Disbursement Account
Rockport Canada ULC	HSBC Bank Canada	70 York Street, 5 th Floor, Toronto, ON M5J 1S9	246C	Canadian Lockbox Account

Tab 0

THIS IS EXHIBIT "O" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

ON THIS 15TH DAY OF MAY, 2018

Lesley A. Morris

A Notary Public in and for the State of Delaware



ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

THE ROCKPORT COMPANY, LLC, *et al.*,
Debtors.¹

Chapter 11

Case No. 18- 11145 (LSS)

(Jointly Administered)

Related Docket Nos. 14 & 15

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN
POSTPETITION FINANCING ON A SUPER-PRIORITY, SENIOR SECURED BASIS
AND (B) USE CASH COLLATERAL, (II) GRANTING (A) LIENS AND SUPER-
PRIORITY CLAIMS AND (B) ADEQUATE PROTECTION TO CERTAIN
PREPETITION LENDERS, (III) MODIFYING THE AUTOMATIC STAY, (IV)
SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")² [Docket No. 15], dated May 14, 2018, of The Rockport Company, LLC and certain of its affiliates, as debtors and debtors in possession in the above-captioned cases (each, a "Debtor" and, collectively, the "Debtors") pursuant to sections 105, 361, 362, 363(c), 363(e), 364(c), 364(d), 364(e), and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, seeking entry of an interim order (this "Interim Order") providing for, among other things:

- (i) authority for the Debtors to obtain senior secured revolving postpetition financing on a super-priority basis pursuant to the terms and conditions of that certain Senior Secured Super-Priority Debtor-in-Possession Revolving Credit Agreement by and

¹ The debtors and the last four digits of their respective Employer Identification Numbers are: Rockport Blocker, LLC (5097), The Rockport Group Holdings, LLC (3025), TRG 1-P Holdings, LLC (4756), TRG Intermediate Holdings, LLC (8931), TRG Class D, LLC (4757), The Rockport Group, LLC (5559), The Rockport Company, LLC (5456), Drydock Footwear, LLC (7708), DD Management Services LLC (8274), and Rockport Canada ULC (3548). The debtors' mailing address is 1220 Washington Street, West Newton, Massachusetts 02465.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

among, The Rockport Group, LLC, The Rockport Company, LLC, TRG Class D, LLC, Rockport Canada ULC, Drydock Footwear, LLC and DD Management Services LLC, and Rockport Canada Holdings Ltd. (collectively, the "DIP ABL Borrowers"), and Citizens Business Capital, as administrative agent and collateral agent for the DIP ABL Lenders (as defined below) (in its capacity as administrative and collateral agent, and including any of its Affiliates (including any branches thereof) performing any of the functions of administrative agent or collateral agent hereunder or under any of the other Loan Documents, the "DIP ABL Agent" for Citizens Bank, N. A. and HSBC Bank USA, National Association (together with any other lenders party thereto and their respective affiliates, successors and assigns, the "DIP ABL Lenders", substantially in the form attached hereto as Exhibit 1 (as such agreement may be amended, restated, amended and restated, extended, modified, supplemented, or replaced from time to time in accordance with its terms, the "DIP ABL Credit Agreement" and the financing and financial accommodations made available pursuant to the DIP ABL Credit Agreement and the other DIP ABL Documents (as defined below), the "DIP ABL Facility");

(ii) authority for the Debtors to (a) execute, deliver, and perform under the DIP ABL Credit Agreement and all other related or ancillary documents and agreements (including the Budget (as defined below)) (collectively, the "DIP ABL Documents"), and (b) perform such other acts as may be necessary or desirable in connection with the DIP ABL Documents;

(iii) authority for the Debtors to obtain senior secured postpetition financing on a super-priority basis pursuant to the terms and conditions of that certain Debtor-In-Possession Note Purchase and Security Agreement by and among The Rockport Group,

LLC, The Rockport Company, LLC, Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, Drydock Footwear, LLC, and DD Management Services LLC, as borrowers (the "DIP Note Borrowers") and together with the DIP ABL Borrowers, the "Borrowers"), the purchasers party thereto from time to time (collectively, the "DIP Note Purchasers" and, together with the DIP ABL Lenders, the "DIP Lenders"), and Cortland Capital Market Services LLC, as collateral agent for the DIP Note Purchasers (the "DIP Notes Agent" and, together with the DIP ABL Agent, the "DIP Agents"), substantially in the form attached hereto as Exhibit 2 (as such agreement may be amended, restated, amended and restated, extended, modified, supplemented, or replaced from time to time in accordance with its terms, the "DIP Note Purchase Agreement" and together with the DIP ABL Loan Agreement, the "DIP Credit Agreements" and, together with the DIP ABL Documents and the DIP Note Documents (as defined below), the "DIP Documents") and the financing and financial accommodations made available pursuant to the DIP Note Purchase Agreement and the other DIP Note Documents, the "DIP Note Facility" and, together with the DIP ABL Facility, the "DIP Facilities");

(iv) authority for the Debtors to (a) execute, deliver, and perform under the DIP Note Purchase Agreement and all other related or ancillary documents and agreements (including the Budget (as defined below)) (collectively with the DIP Note Purchase Agreement, the "DIP Note Documents"), and (b) perform such other acts as may be necessary or desirable in connection with the DIP Note Documents;

(v) authority for the Debtors to (a) use "cash collateral," as such term is defined in section 363 of the Bankruptcy Code and/or under the DIP Documents, as

applicable (the "Cash Collateral"), subject to (x) the restrictions set forth in the DIP Documents and this Interim Order, and (y) the grant of adequate protection to the Prepetition Secured Parties for any diminution in value of their interests in the Prepetition Collateral (each as defined herein), and (b) access and use the liquidity provided under the DIP Facilities on an interim basis until the Final Hearing (as defined below) (the "Interim Period"), as follows (1-3 below being collectively defined as the "Interim DIP Financing"):

(1) access and use up to \$60,000,000.00 of the postpetition revolving loans made available under the DIP ABL Facility during the Interim Period to (x) partially satisfy certain prior indebtedness, including certain prepetition borrowings under the ABL Facility (including the Interim ABL Roll-Up (as defined below)), convert all letters of credit issued by any ABL Secured Party (as defined below) under the ABL Documents (as defined below) to letters of credit under the DIP ABL Documents, (y) fund the Debtors' chapter 11 cases and the continued operation of their businesses as Debtors, and (z) fund certain fees and expenses associated with the consummation of the transactions contemplated in the DIP Documents, each on the terms set forth herein and the DIP Documents, and in each case consistent with the Budget (collectively, the "DIP ABL Obligations"); and

(2) purchase postpetition notes from time to time under the DIP Note Facility in the amount of up to \$10,000,000.00 during the Interim Period to (i) fund the Debtors' chapter 11 cases and the continued operation of their businesses as Debtors, and certain fees and expenses associated with the consummation of the transactions contemplated in the DIP Documents, each on the terms set forth herein and the DIP Documents, and in each case consistent with the Budget, and (ii) issue notes under the DIP Note Purchase Agreement, in

exchange for Senior Secured Notes (as defined below) held by the DIP Note Purchasers, on the terms set forth herein and in the DIP Note Purchase Agreement (including the Interim DIP Note Roll-Up (as defined below)) (collectively, the "DIP Note Obligations");

(3) pay the fees and expenses arising in accordance with the terms of the DIP Documents; and

(vi) a grant of automatically perfected, valid, enforceable, and unavoidable security interests and liens, pursuant to sections 364(c)(2), 364(c)(3), and 364(d)(1) of the Bankruptcy Code, on all DIP Collateral (as defined herein) and assets of the Borrowers and the other Debtors providing credit support under the DIP Facilities (the "Credit Parties"), including with respect to Bankruptcy Recoveries (as defined below) and the products and proceeds thereof but solely to the extent provided in this Interim Order, as more fully described herein;

(vii) a grant, with respect to the obligations of the Borrowers and the other Credit Parties hereunder and under the other DIP Documents (and subject only to the Carve-Out described in paragraph 35 hereof), of an allowed super-priority administrative expense claim in each of the Debtors' bankruptcy cases (and against each of the Debtors' estates created pursuant to section 541 of the Bankruptcy Code) pursuant to section 364(c)(1) of the Bankruptcy Code having priority over all administrative expenses of the kind specified in or arising under any section of the Bankruptcy Code (including sections 105, 326, 328, 330, 331, 503(b), 507(a), 507(6), 546(c), or 726 thereof);

(viii) authority for the Debtors to pay the principal, interest, fees, expenses, and other amounts payable under the DIP Documents as such become due, including the reasonable and documented fees and disbursements of the DIP Agents and the DIP

Lenders' attorneys, advisers, accountants, and other consultants, all to the extent provided in and in accordance with the terms of the DIP Documents and this Interim Order;

(ix) a modification of the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Documents and this Interim Order, as set forth herein;

(x) approval of the Chapter 11 Case Milestones (as defined in the DIP ABL Loan Agreement) and the Milestones (as defined in the DIP Note Purchase Agreement and, together with the Chapter 11 Case Milestones, the "Milestones") in respect of the 363 sale process as described in the Kosturos Declaration (as defined below);

(xi) scheduling of a final hearing (the "Final Hearing") to consider entry of an order approving the relief requested in the Motion on a final basis (the "Final Order") and approving the form of notice with respect to the Final Hearing; and

(xii) setting the Final Hearing as the hearing to consider approval of the Proposed ABL Liability Allocation and any objections related thereto.

and the Court having considered the Motion, the *Declaration of Paul Kosturos in Support of Debtors' Chapter 11 Petitions and First Day Motions* (the "Kosturos Declaration") filed concurrently with the Motion, the DIP Documents, the evidence submitted or proffered at the interim hearing to consider the relief requested in the Motion held on May 15, 2018 (the "Interim Hearing"); and notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 4001(b), (c), and (d), and 9014; and the Interim Hearing having been held and concluded; and all objections to the relief requested in the Motion having been withdrawn, resolved, or overruled by the Court; and based on all pleadings filed with this Court, and all proceedings held before the Court; and it appearing to the Court that granting the interim relief requested in the

Motion is fair and reasonable and in the best interests of the Debtors, their estates, and their creditors and equity holders, and is essential for the continued operation of the Debtors' businesses and is necessary to avoid immediate and irreparable harm to the Debtors' estates; and it further appearing that the Debtors are unable to obtain unsecured credit for money borrowed allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code; and adequate protection being provided on account of the interests of certain holders of liens on the property of the estates on which liens are to be granted; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING BY THE DEBTORS, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Petition Date. On May 14, 2018 (the "Petition Date"), each of the Debtors filed a separate voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Court") commencing these chapter 11 cases (collectively, the "Chapter 11 Cases").

B. Debtors-in-Possession. The Debtors continue to operate their businesses and properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

C. Jurisdiction and Venue. This Court has jurisdiction over these proceedings and the persons and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334, and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). The Court may enter a final order consistent with

Article III of the United States Constitution. Venue for these Chapter 11 Cases and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Committee Formation. As of the date hereof, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") has not yet appointed an official committee of unsecured creditors (the "Committee") in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

E. Debtors' Stipulations. Subject only to the rights of parties in interest as set forth in paragraph 38 hereof, after consultation with their attorneys and financial advisors, the Debtors (on behalf of, and for themselves and their estates) admit, stipulate, acknowledge, and agree to the following:

(i) ABL Facility. The Rockport Group, LLC, as "Borrower Representative", the other "Borrowers", the financial institutions from time to time party thereto (collectively, the "ABL Lenders"), and Citizens Business Capital, as administrative agent and collateral agent for the ABL Lenders (in its capacity as administrative and collateral agent, and including any of its Affiliates (including any branches thereof) performing any of the functions of administrative agent or collateral agent hereunder or under any of the other Loan Documents, the "ABL Agent" and, together with the ABL Lenders, the "ABL Secured Parties"), are parties to that certain Revolving Credit Agreement dated as of July 31, 2015 (as it may have been amended, restated, modified, supplemented, or replaced from time to time prior to the Petition Date, the "ABL Credit Agreement"). The ABL Credit Agreement provides the Debtors with an asset-based credit facility (the "ABL Facility") with \$60,000,000 maximum aggregate availability to both the domestic and foreign borrowers thereunder, subject to a borrowing base (and as reduced by reserves),

all set forth in the ABL Credit Agreement. As of the Petition Date, approximately \$56,975,436.95 was outstanding under the ABL Facility, approximately \$53,425,436.95 of which comprised "Revolving Loans" (as defined under the ABL Credit Agreement), plus letters of credit in the approximate stated amount of not less than approximately \$3,550,000.00, plus interest accrued and accruing at the rates set forth in the ABL Credit Agreement (together with any other amounts outstanding under the ABL Facility as provided in the ABL Credit Agreement, including obligations in respect of the cash management system, cash collateral for letters of credit, purchase charge cards, purchase card services, fees, expenses, and indemnity, the "ABL Obligations"). The ABL Facility is secured by (1) first priority security interests and liens on certain of the Debtors' property, defined as the "Revolving Priority Collateral" in the Prepetition Intercreditor Agreement (as defined below) (collectively, and in any case as more fully described in the definition of Revolving Priority Collateral in the Prepetition Intercreditor Agreement, the "ABL Priority Collateral" and the "ABL Liens," as applicable), and (2) second priority security interests and liens on the Secured Notes Priority Collateral (as defined below) (the collateral referred to in clauses (1) and (2) being collectively defined herein as the "ABL Collateral" pursuant to the "Collateral Documents" (as such term is defined and as set forth in the ABL Credit Agreement, the "ABL Collateral Documents" and, together with the ABL Credit Agreement, the "ABL Documents").

(ii) *Senior Secured Notes.* Pursuant to that certain Note Purchase Agreement dated as of July 31, 2015 (as it may have been amended, restated, modified, supplemented, or replaced from time to time prior to the Petition Date, the "Senior Secured Note Purchase Agreement"), among The Rockport Group, LLC and the

Rockport Company, as borrowers, the other "Note Parties", the purchasers from time to time party thereto (collectively, the "Secured Noteholders"; together with the Secured Notes Agent (as defined below), the "Secured Notes Parties" and, together with the ABL Secured Parties, the "Prepetition Secured Parties"), and Cortland Capital Market Services LLC, as collateral agent (the "Secured Notes Agent" and, together with the ABL Agent, the "Prepetition Agents"), certain "Senior Notes" (together with all "Senior Notes" issued as payment in kind thereon, the "Initial Senior Secured Notes") were issued in an original principal amount of \$130,000,000. Prior to the Petition Date, certain additional "Senior Notes" (together with all "Senior Notes" issued as payment in kind thereon, the "Additional Senior Secured Notes" and, together with the Initial Senior Secured Notes, the "Senior Secured Notes") were issued in an original principal amount of \$40,753,966.05. As of the Petition Date, approximately \$188,253,358.06, plus interest accrued and accruing at the rates set forth in the Senior Secured Note Purchase Agreement, was outstanding in respect of the Senior Secured Notes (together with any other amounts outstanding under the Secured Notes Documents (as defined below), including obligations in respect of fees, expenses, and indemnity obligations the "Secured Notes Obligations" and, together with the ABL Obligations, the "Prepetition Obligations"). The Secured Notes Obligations are secured by (1) first priority security interests and liens on certain of the Debtors' (other than Rockport Canada ULC) property, defined as the "Note Priority Collateral" in the Prepetition Intercreditor Agreement (collectively, and in any case as more fully described in the definition of Note Priority Collateral in the Prepetition Intercreditor Agreement, the "Secured Notes Priority Collateral" and the "Secured Notes Liens," as applicable), and (2) second priority security

interests and liens on the ABL Priority Collateral (the collateral referred to in clauses (1) and (2) being collectively defined herein as the "Secured Notes Collateral" (together with the ABL Collateral, the "Prepetition Collateral") pursuant to "Collateral Documents" (as such term is defined and as set forth in the Senior Secured Note Purchase Agreement, the "Secured Notes Collateral Documents"; together with the Senior Secured Note Purchase Agreement, the "Secured Notes Documents"; and the Secured Notes Documents, together with the ABL Documents and the Prepetition Intercreditor Agreement, the "Prepetition Financing Documents").

(iii) *Prepetition Intercreditor Agreement.* On July 31, 2015, the ABL Agent and the Secured Notes Agent entered into that certain Intercreditor Agreement that, among other things, assigned relative priorities to certain claims and liens arising under the ABL Documents and the Secured Notes Documents (the "Prepetition Intercreditor Agreement"). The Prepetition Intercreditor Agreement is a "subordination agreement" within the meaning of section 510(a) of the Bankruptcy Code in the Chapter 11 Cases. The Prepetition Agents and Prepetition Secured Parties have stipulated that their respective interests in the Prepetition Collateral and, to the extent applicable, the DIP Collateral shall continue to be governed by the Prepetition Intercreditor Agreement (including, without limitation, (a) the ABL Agent's and the DIP ABL Agent's rights with respect to the ABL Priority Collateral and the DIP ABL Collateral (as defined below) and (b) the Secured Notes Agent's rights with respect to the Secured Notes Priority Collateral and the DIP Note Collateral (as defined below)), except as expressly provided by this Interim Order. For the avoidance of doubt, (i) the DIP ABL Obligations constitute "Revolving Obligations", (ii) the DIP Note Obligations constitute "Note Obligations",

(iii) the DIP ABL Collateral constitutes "Revolving Priority Collateral" and (iv) the DIP Note Collateral constitutes "Note Priority Collateral" (as each such term is defined in the Prepetition Intercreditor Agreement).

(iv) *Validity and Priority of Prepetition Indebtedness and Liens.* The Debtors acknowledge, agree and stipulate that (a) the liens on the ABL Collateral granted pursuant to the ABL Documents are valid, binding, enforceable, non-avoidable, and perfected liens, and are not subject to any challenge or defense, including avoidance, reduction, offset, attachment, disallowance, disgorgement, counterclaim, surcharge, recharacterization, or subordination, pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (b) the liens granted pursuant to the ABL Documents are senior to all security interests and liens in the ABL Collateral, subject only to the senior liens of the Secured Notes Agent in the Secured Notes Priority Collateral in accordance with the Prepetition Intercreditor Agreement; (c) the ABL Documents are valid and enforceable by the ABL Agent and ABL Lenders against each of the Debtors party to such agreements; (d) the liens on the Secured Notes Collateral granted pursuant to the Secured Notes Documents are valid, binding, enforceable, non-avoidable, and perfected liens, and are not subject to any challenge or defense, including avoidance, reduction, offset, attachment, disallowance, disgorgement, counterclaim, surcharge, recharacterization, or subordination, pursuant to the Bankruptcy Code or applicable non-bankruptcy law; (e) the liens granted pursuant to the Secured Notes Documents are senior to all security interests and liens in the Secured Notes Collateral, subject only to the senior liens of the ABL Agent in the ABL Priority Collateral in accordance with the Prepetition Intercreditor Agreement; (f) the Secured Notes Documents are valid and enforceable by

the Secured Notes Agent and the Secured Noteholders against each of the Debtors party to such agreements; (g) the obligations under the ABL Facility and the obligations under the Senior Secured Notes constitute legal, valid, binding, and unavoidable obligations of the Debtors, enforceable in accordance with the terms and conditions of the ABL Documents and the Secured Notes Documents, respectively; (h) no offsets, challenges, defenses, claims, or counterclaims of any kind or any nature to any of the obligations under the ABL Facility or to any of the obligations under the Senior Secured Notes exist, and no portion of such obligations is subject to avoidance, recharacterization, disallowance, or subordination pursuant to the Bankruptcy Code or other applicable law; (i) the Debtors and their estates have no offsets, defenses, claims, objections, challenges, causes of action; and/or choses in action, including, without limitation, avoidance claims under chapter 5 of the Bankruptcy Code, against the ABL Agent, the Secured Notes Agent, the ABL Lenders, the Secured Noteholders, and/or any of such parties' respective affiliates, parents, subsidiaries, controlling persons, agents, attorneys, advisors, professionals, officers, directors, or employees whether arising under applicable state or federal law (including, without limitation, any recharacterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510, or 542 through 553 of the Bankruptcy Code) or arising under or in connection with any of the ABL Documents or the Secured Notes Documents (or the transactions contemplated thereunder), the obligations under the ABL Facility and the Senior Secured Notes, or the security interests and liens in the ABL Collateral and the Secured Notes Collateral; (j) as of the Petition Date, the Prepetition Obligations constitute allowed, secured claims within the meaning of sections 506(a) and 502 of the Bankruptcy Code, together with accrued

and unpaid interest, fees (including attorneys' fees and related expenses), costs, expenses, and other charges of whatever nature owing in respect thereof; (k) the Debtors hereby waive, discharge and release any right to challenge any of the obligations under the ABL Facility and the Senior Secured Notes, the priority of the Debtors' obligations thereunder, and the security for (and the priority of the liens securing) such obligations, and to assert any offsets, defenses, claims, objections, challenges, causes of action, and/or choses in action against the ABL Agent, ABL Lenders, Secured Notes Agent, and Secured Noteholders, and/or any of their respective officers, directors, or employees; and (l) any payments made on account of the obligations under the ABL Facility and the obligations in respect of the Senior Secured Notes (including, as applicable, the ABL Obligations and the Secured Notes Obligations) to or for the benefit of the ABL Agent, ABL Lenders, Secured Notes Agent, or Secured Noteholders prior to the Petition Date were payments out of the Prepetition Collateral in accordance with the Prepetition Intercreditor Agreement, as applicable, and such payments did not diminish any property otherwise available for distribution to unsecured creditors.

(v) *Cash Collateral.* The Debtors acknowledge and stipulate that substantially all of the Debtors' cash, including the cash in their deposit accounts, wherever located, whether as original collateral or proceeds of other Prepetition Collateral, constitutes "cash collateral" (as such term is defined in section 363(a) of the Bankruptcy Code) of the Prepetition Secured Parties, as and to the extent applicable.

(vi) *Default by the Debtors.* The Debtors acknowledge and stipulate that by filing petitions for relief under chapter 11 of the Bankruptcy Code and commencing these Chapter 11 Cases, all of their debts and obligations under the ABL Documents and the

Secured Notes Documents (including, without limitation, any premiums payable thereunder) are immediately due and payable.

F. Consent to Adequate Protection and Priming Liens. The ABL Agent and the Secured Notes Agent each have provided consent to (i) the adequate protection provided in paragraph 14 of this Interim Order and (ii) the priming of their respective liens on the Prepetition Collateral on the terms set forth in paragraph 8 of this Interim Order.

G. Findings Regarding the Postpetition Financing.

(i) Request for Postpetition Financing. The Debtors seek authority on an interim basis to: (a) use Cash Collateral on the terms described herein, and (b) access and use the liquidity provided under the DIP Facilities to: (i) finance ongoing debtor-in-possession working capital purposes, as provided for in the Budget, and other general corporate purposes; (ii) finance transaction fees, costs and expenses related to the DIP Credit Agreements; and (iii) make intercompany loans to, and other investments in, certain Debtor and non-Debtor affiliates, in each case, solely to the extent permitted under the DIP Documents and as provided for in the Budget. The Debtors seek authority to (i) use the proceeds of the DIP ABL Facility for the "roll up" in satisfaction of the ABL Obligations under the ABL Documents and the conversion of all letters of credit issued by any ABL Secured Party under the ABL Documents to letters of credit under the DIP ABL Documents and (ii) issue notes under the DIP Note Purchase Agreement, in exchange for Senior Secured Notes held by the DIP Note Purchasers, on the terms set forth herein and in the DIP Note Purchase Agreement.

(ii) Priming of Certain Prepetition Liens. The priming of the liens of the Prepetition Secured Parties on the Prepetition Collateral, as contemplated by the DIP

Facilities and as further described below, will enable the Debtors to obtain the DIP Facilities and to continue to operate their businesses for the benefit of their estates and creditors. However, the Prepetition Secured Parties are each entitled to receive adequate protection as set forth in this Interim Order pursuant to sections 361, 363, and 364 of the Bankruptcy Code, for and to the extent of any postpetition diminution in the value of each of their respective interests in the Prepetition Collateral (including Cash Collateral) resulting from the Debtors' use, sale, or lease of such collateral, the imposition of the automatic stay, the priming of the prepetition liens granted on the Prepetition Collateral, and the subordination to the Carve-Out described in paragraph 35 hereof and the DIP Liens (as defined herein) and the Administration Charge (as defined herein) (collectively, the "Diminution in Value"). As adequate protection, the Prepetition Secured Parties will receive the adequate protection described in paragraph 14 of this Interim Order.

(iii) *Need for Postpetition Financing and Use of Cash Collateral.* The Debtors' need to use Cash Collateral and to obtain credit pursuant to the DIP Facilities as provided for herein is necessary to enable the Debtors to continue operations and to administer and preserve the value of their estates. The ability of the Debtors to finance their operations, to maintain business relationships with their vendors, suppliers, and customers, to pay their employees, and otherwise to finance their operations requires the availability of working capital from the DIP Facilities and the use of Cash Collateral. Without the ability to access the DIP Facilities or Cash Collateral, the Debtors, their estates, their creditors, and the possibility for a successful reorganization would suffer immediate and irreparable harm. The Debtors do not have sufficient available sources of working capital and financing to operate their businesses or maintain their properties in

the ordinary course of business without the DIP Facilities and authorized use of Cash Collateral.

(iv) *No Credit Available on More Favorable Terms.* Given their current financial condition, financing arrangements, and capital structure, the Debtors are unable to obtain financing from sources other than the DIP Lenders on terms more favorable than the DIP Facilities. The Debtors have been unable to obtain unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors have also been unable to obtain credit (a) having priority over that of administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, (b) secured by a lien on property of the Debtors and their estates that is not otherwise subject to a lien, or (c) secured solely by a junior lien on property of the Debtors and their estates that is subject to a lien. Financing on a postpetition basis is not otherwise available without granting the DIP Agents, for the benefit of themselves and the DIP Lenders, (a) perfected security interests in and liens on all of the Debtors' existing and after-acquired assets, (b) superpriority claims and priming liens, and (c) the other protections set forth in this Interim Order, in each case with the priorities and on the other terms set forth herein.

(v) *Adequacy of the Budget.* As set forth in the DIP Documents, the Debtors have prepared and delivered to the DIP Agents and the DIP Lenders a budget, a copy of which is annexed hereto as Exhibit 3 (as it may be modified, amended, restated or supplemented with the consent of the DIP ABL Agent and the Required Purchasers (as defined in the DIP Note Purchase Agreement), in their respective sole discretion on the

terms set forth in the DIP Documents and paragraph 17 hereof, the "Budget").³ The Budget has been thoroughly reviewed by the Debtors, their management, and their advisors. The Debtors, their management, and their advisors believe the Budget and the estimate of administrative expenses due or accruing during the period covered by the Budget were developed using reasonable assumptions, and based on those assumptions the Debtors believe there should be sufficient available assets to pay all administrative expenses due or accruing during the period covered by the Budget.

(vi) *Banking Services*. The Debtors hereby acknowledge that any and all obligations arising in respect of Banking Services (as defined in the DIP ABL Credit Agreement), including but not limited to controlled disbursement services, treasury, depository, overdraft, and electronic funds transfer services, foreign exchange facilities, credit card processing services, purchase cards and credit or debit card products, whether incurred prepetition or postpetition, are part of and included in the DIP ABL Obligations, and further that they shall pay all such amounts in the ordinary course of business as and when due in accordance with the terms of such other agreements as may be applicable thereto.

H. Section 506(c). In exchange for (i) the DIP Agents' and the DIP Lenders' agreement to subordinate their liens and superpriority claims to the Carve-Out and the Administration Charge, and (ii) the Prepetition Secured Parties' agreement to subordinate their liens and claims to the Carve-Out, the DIP Liens and the Administration Charge, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall, only upon entry of the Final Order, each receive a waiver of the provisions of section 506(c) of the Bankruptcy Code.

³ For the avoidance of doubt, the Budget is one of the DIP Documents.

I. Section 552. In exchange for (i) the DIP Agents' and the DIP Lenders' agreement to subordinate their liens and superpriority claims to the Carve-Out and the Administration Charge, and (ii) the Prepetition Secured Parties' agreement to subordinate their liens and claims to the Carve-Out, the DIP Liens and the Administration Charge, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties are each entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the "equities of the case" exception shall not apply; provided that the foregoing shall be subject to entry of the Final Order with respect to parties in interest other than the Debtors.

J. Canadian Recognition Proceeding. Following the issuance of this Interim Order, and certain related interim orders being sought in connection with the filing of the Chapter 11 Cases, Rockport Blocker, LLC, as the foreign representative of the Debtors, intends to commence recognition proceedings in Canada under Part IV of the Companies' Creditors Arrangement Act (Canada), R.S.C. 1985, c. C-36, as amended (the "Canadian Case") in the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court").

K. Good Faith of the DIP Agents and the DIP Lenders.

(i) Willingness to Provide Financing. The DIP Lenders have indicated a willingness to provide financing to the Debtors subject to: (a) the entry by this Court of this Interim Order and a related supplemental order by the Canadian Court, in a form satisfactory to the DIP Agents, commencing the Canadian Case and recognizing the Chapter 11 Cases as foreign main proceedings and providing for a super-priority charge over the property of the Canadian Loan Parties (as defined in the DIP ABL Credit Agreement) to secure all obligations under the DIP ABL Documents; (b) approval by this Court of the terms and conditions of the DIP Facilities; and (c) entry of findings by this

Court that such financing is essential to the Debtors' estates, that the DIP Agents and DIP Lenders are extending credit to the Debtors pursuant to the DIP Documents in good faith, and that the DIP Agents' and DIP Lenders' claims, superpriority claims, security interests, and liens and other protections granted pursuant to this Interim Order and the DIP Documents will have the protections provided in section 364(e) of the Bankruptcy Code and will not be affected by any subsequent reversal, modification, vacatur, amendment, reargument, or reconsideration of this Interim Order, or any other order.

(ii) *Business Judgment and Good Faith Pursuant to Section 364(e).* The terms and conditions of this Interim Order, the DIP Facilities, and the DIP Documents, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available to the Debtors under the circumstances, reflect the Debtors' exercise of prudent and sound business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and consideration. The DIP Facilities and the use of Cash Collateral were negotiated in good faith and at arms' length among the Debtors, the DIP Agents, the DIP Lenders, and certain of the Prepetition Secured Parties. The use of Cash Collateral and credit to be extended under the DIP Facilities shall be deemed to have been so allowed, advanced, made, used, and extended in good faith, and for valid business purposes and uses, within the meaning of section 364(e) of the Bankruptcy Code, and the Prepetition Secured Parties, the DIP Agents, and the DIP Lenders are therefore entitled to the protection and benefits of section 364(e) of the Bankruptcy Code and this Interim Order.

L. Notice. Notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtors, whether by facsimile, email, overnight courier, or

hand delivery, to certain parties-in-interest, including: (i) the U.S. Trustee; (ii) counsel to the ABL Agent; (iii) counsel to the DIP ABL Agent; (iv) counsel to the Secured Noteholders; (v) counsel to the DIP Note Purchasers; (vi) counsel to the Secured Notes Agent; (vii) counsel to the DIP Notes Agent; (viii) the parties listed in the consolidated list of thirty (30) largest unsecured creditors filed by the Debtors in the Chapter 11 Cases; (ix) any such other party entitled to notice pursuant to Local Bankruptcy Rule 9013-1(m) (collectively, the "Notice Parties"). The parties have made reasonable efforts to afford the best notice possible under the circumstances and such notice is good and sufficient to permit the relief set forth in this Interim Order.

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

IT IS HEREBY ORDERED that, as set forth herein on an interim basis:

1. Interim DIP Financing Approved. The Interim DIP Financing is authorized and approved, and the use of Cash Collateral on an interim basis is authorized, subject to the terms and conditions set forth in this Interim Order and the DIP Documents (including the Budget).

2. Objections Overruled. All objections to the Interim DIP Financing and/or entry of this Interim Order to the extent not withdrawn or resolved are hereby overruled.

DIP Facility Authorization

3. Authorization of the Interim DIP Financing and Entry into the DIP Documents; Application of DIP Proceeds. The DIP Facilities are hereby approved for the Interim DIP Financing. The Debtors are expressly and immediately authorized and empowered to execute and deliver the DIP Documents and to incur and to perform the DIP Obligations (as defined herein) in accordance with, and subject to, the terms of this Interim Order and the DIP

Documents, and to deliver all instruments and documents that may be necessary or required for the performance by the Debtors under the DIP Facilities and the creation and perfection of the DIP Liens provided for by this Interim Order and the DIP Documents. The DIP Documents evidence valid and binding obligations of the Debtors, which shall be enforceable against the Debtors, their estates, and their creditors in accordance with the terms and conditions of the DIP Documents and this Interim Order. The Debtors are hereby authorized to pay, in accordance with this Interim Order, the principal, interest, fees, expenses, and other amounts described in the DIP Documents and all other documents comprising the DIP Facilities as such become due and without need to obtain further Court approval, all to the extent provided in the DIP Documents. The Debtors are hereby authorized to issue notes under the DIP Note Purchase Agreement in exchange for Senior Secured Notes held by the DIP Note Purchasers, on the terms set forth herein and in the DIP Note Purchase Agreement. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Interim Order and the DIP Documents. All of the obligations described in the DIP Documents shall represent valid and binding obligations of the Debtors, enforceable against each of the Debtors and their estates in accordance with the terms of the DIP Documents. The proceeds of the DIP Facilities (net of any amounts used to pay fees, costs and expenses under the DIP Credit Agreements) shall be used for: (a) the payment of fees, expenses and costs incurred in connection with the Chapter 11 Cases; (b) repayment of the ABL Obligations under the ABL Documents, as provided in this Interim Order; (c) conversion of all letters of credit issued by any ABL Lender under the ABL Documents to letters of credit under the DIP ABL Facility; (d) exchange Senior Secured Notes held by the DIP Note Purchasers for notes issued under the DIP Note Purchase Agreement, on

the terms set forth herein and in the DIP Note Purchase Agreement; (e) the payment of transaction expenses; (f) working capital, capital expenditures, and other general corporate purposes of the Debtors, in each case, subject to the Budget; and (g) the funding of the ABL Indemnity Account (as defined below).

4. Interim Roll-Up.

(a) During the Interim Period, all cash, collections, and proceeds of the ABL Priority Collateral (except ABL Priority Collateral of Rockport Canada ULC), including all proceeds of the ABL Priority Collateral realized in connection with the "Closing Sales" (except ABL Priority Collateral of Rockport Canada ULC) (as defined in the *Debtors' Emergency Motion For Interim And Final Orders (A) Authorizing The Debtors To Enter Into The Closing Store Agreement, (B) Authorizing And Approving Store Closing Sales Free And Clear Of All Liens, Claims And Encumbrances, (C) Authorizing The Implementation Of Customary Employee Bonus Program And Payments To Non-Insiders Thereunder, (D) Approving Dispute Resolution Procedures, and (E) Approving the Debtors' Store Closing Plan*), shall be immediately paid to the ABL Agent for application in reduction of the ABL Obligations outstanding under the ABL Credit Agreement in accordance with the ABL (the "Interim ABL Roll-Up").

(b) Upon entry of this Interim Order, and subject to the rights of parties set forth in paragraph 38 below, each DIP Note Purchaser shall be deemed to have exchanged a portion of its claims arising under the Senior Secured Notes, in an amount equal to the amount of such DIP Note Purchaser's DIP Commitment (as defined in the DIP Note Purchase Agreement), for Roll Up Notes (as defined in the DIP Note Purchase Agreement) on a dollar-for-dollar basis (the "Interim DIP Note Roll-Up" and, together with the Interim ABL Roll-Up, the "Interim Roll-Up").

5. Final Roll-Up.

(a) Upon entry of the Final Order, and subject to the rights of parties set forth in paragraph 38 below, the Debtors shall use the proceeds of the next advance under the DIP ABL Credit Agreement to satisfy all ABL Obligations in full in accordance with the terms of the ABL Credit Agreement (the "Final ABL Roll-Up").

(b) Upon entry of the Final Order, each DIP Note Purchaser shall be deemed to have exchanged an additional portion of its claims arising under the Senior Secured Notes, in an amount equal to such DIP Note Purchaser's DIP Commitment, for Roll Up Notes (as defined in the DIP Note Purchase Agreement) on a dollar-for-dollar basis, as set forth in Schedule 2.01 to the DIP Note Purchase Agreement (the "Final DIP Note Roll-Up" and, together with the Final ABL Roll-Up, the "Final Roll-Up").

(c) The Final Roll-Up will be without prejudice to the rights of any third party, including, without limitation, any Committee, to seek an appropriate remedy from the Court upon a successful Challenge (as defined below).

6. Authorization to Access the Interim DIP Financing. During the period that this Interim Order is effective, and subject to the terms and conditions set forth in the DIP Documents, the DIP Facilities, and this Interim Order, and to prevent immediate and irreparable harm to the Debtors' estates, the Debtors are hereby authorized to access the Interim DIP Financing pursuant to and in accordance with the terms herein and the terms of the DIP Documents.

7. DIP Obligations. Upon entry of this Interim Order, but subject to the rights of parties set forth in paragraph 38 below with respect to the Interim Roll-Up and the Final Roll-Up, the DIP Documents and this Interim Order shall constitute and evidence the validity

and binding effect of the Debtors' obligations under the DIP Facilities, the other DIP Documents, and this Interim Order (the "DIP Obligations"), which DIP Obligations shall be enforceable against the Debtors, their estates, and any successors thereto, including any trustee appointed in these cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of these Chapter 11 Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, the "Successor Cases"). Upon entry of this Interim Order, the DIP Obligations will include all loans, notes and any other indebtedness or obligations, contingent or absolute, which may now or from time to time be owing by any of the Debtors to the DIP Agents or to any of the DIP Lenders, under the DIP Documents, or this Interim Order, including all principal, accrued interest, costs, fees, expenses, and other amounts under the DIP Documents. The DIP Obligations shall be due and payable as provided for herein and in the DIP Documents.

8. DIP Liens and Collateral.

(a) As more fully set forth in the DIP ABL Documents and subject to the terms of the Prepetition Intercreditor Agreement, as security for the full and timely payment of the DIP ABL Obligations, the DIP ABL Agent on its behalf and on behalf of the DIP ABL Lenders is hereby granted:

i. pursuant to section 364(c)(2) of the Bankruptcy Code, a second priority lien and security interest in all unencumbered assets of the Debtors (now or hereafter acquired and all proceeds thereof) other than assets constituting Secured Notes Priority Collateral or ABL Priority Collateral, subordinate only to the DIP Note Liens (as defined below);

ii. pursuant to section 364(c)(3) of the Bankruptcy Code, junior liens on and security interests in the Secured Notes Priority Collateral (now or hereafter acquired and

all proceeds thereof); provided that such liens on the Secured Notes Priority Collateral shall be junior in priority and subordinate to the DIP Note Liens, and senior in priority to any other lien on the Secured Notes Priority Collateral (including, without limitation, the liens of the Secured Notes Agent and the ABL Agent) securing any other indebtedness of the Debtors; and

iii. pursuant to section 364(d) of the Bankruptcy Code, first priority priming liens on and security interests in the ABL Priority Collateral and Secured Notes Priority Collateral (in each case, now or hereafter acquired and all proceeds thereof); provided, that such liens on (x) the ABL Priority Collateral shall be senior in priority to the DIP Note Liens and the Secured Notes Liens on the ABL Priority Collateral, and (y) the Secured Notes Priority Collateral shall be junior in priority and subordinate to the DIP Note Liens in and upon such Secured Notes Priority Collateral but senior in priority to the Secured Notes Liens on the Secured Notes Priority Collateral;

(b) The liens and security interests identified in paragraph 8(a) are referred to herein as the "DIP ABL Liens" and the collateral to which such DIP ABL Liens attach, the "DIP ABL Collateral", and in all instances shall be subject to the terms of the Prepetition Intercreditor Agreement; provided that, notwithstanding anything else in this Interim Order or the Prepetition Intercreditor Agreement to the contrary, the DIP ABL Collateral shall exclude the segregated deposit account into which the DIP Note Purchasers shall deposit any proceeds from the purchase of the notes issued under, and pursuant to the terms and conditions of, the DIP Note Purchase Agreement (the "DIP Note Proceeds Deposit Account").

(c) As more fully set forth in the DIP Note Documents and subject to the terms of the Prepetition Intercreditor Agreement, as security for the full and timely payment of

the DIP Note Obligations, the DIP Note Agent on its behalf and on behalf of the DIP Note Purchasers is hereby granted:

i. pursuant to section 364(c)(2) of the Bankruptcy Code, a first priority lien on and security interest in all unencumbered assets of the Debtors (now or hereafter acquired and all proceeds thereof), other than assets (x) constituting ABL Priority Collateral or Secured Notes Priority Collateral or (y) owned by Rockport Canada ULC;

ii. pursuant to section 364(c)(3) of the Bankruptcy Code, junior liens on and security interests in the ABL Priority Collateral not owned by Rockport Canada ULC (now or hereafter acquired and all proceeds thereof); provided that such liens on the ABL Priority Collateral shall be junior in priority and subordinate to the DIP ABL Liens, and senior in priority to any other lien on the ABL Priority Collateral (including, without limitation, the liens of the Secured Notes Agent and the ABL Agent) securing any other indebtedness of the Debtors; and

iii. pursuant to section 364(d) of the Bankruptcy Code, first priority priming liens on and security interests in (x) the ABL Priority Collateral and the Secured Notes Priority Collateral not owned by Rockport Canada ULC (now or hereafter acquired and all proceeds thereof); provided that such liens on (A) the Secured Notes Priority Collateral shall be senior in priority to the liens of the Secured Notes Agent, the liens of the ABL Agent and the DIP ABL Liens on the Secured Notes Priority Collateral; and (B) the ABL Priority Collateral shall be junior in priority and subordinate to the DIP ABL Liens, but senior in priority to any other lien on the ABL Priority Collateral (including, without limitation, the liens of the Secured Notes Agent and the ABL Agent) securing any other indebtedness of the Debtors and (y) the DIP Note Proceeds Deposit Account.

(d) The liens and security interests identified in paragraph 8(c) are referred to herein as the "DIP Note Liens" together with the DIP ABL Liens, the "DIP Liens") and the collateral to which such DIP Note Liens attach, the "DIP Note Collateral" (together with the DIP ABL Collateral, the "DIP Collateral").

(e) Subject to entry of a final order, for the avoidance of doubt, as provided in the DIP Documents, the DIP Collateral shall include the "Bankruptcy Recoveries" (as defined below), but only (A) with respect to Bankruptcy Recoveries arising under section 549 of the Bankruptcy Code, the full amount of any such recovery, and (B) with respect to Bankruptcy Recoveries arising under all other sections of chapter 5 of the Bankruptcy Code, only the amounts necessary to reimburse the DIP Lenders for the amount of the Carve-Out, if any, used to finance the pursuit of such recovery; provided, however, that the Prepetition Superpriority Claims (as defined below) shall only be payable out Bankruptcy Recoveries after entry of the Final Order. As used herein, "Bankruptcy Recoveries" shall mean any recoveries of the Debtors, by settlement or otherwise, in respect of claims and causes of action to which the Debtors may be entitled to assert by reason of any avoidance or other power vested in or on behalf of the Debtors or the estates of the Debtors under chapter 5 of the Bankruptcy Code. Further, the DIP Collateral shall include the proceeds of leases, but not the leases themselves, whether or not perfected prior to the Petition Date.

(f) In addition to the DIP Liens, the liens and security interests granted and created pursuant to the Prepetition Financing Documents shall remain in full force and effect and shall also secure the DIP ABL Obligations and the DIP Note Obligations, respectively.

9. DIP Lien Priority. The DIP Liens to be created and granted to the DIP Agents and the DIP Lenders, as provided herein, (a) are created pursuant to sections 364(c)(2),

364(c)(3) and 364(d) of the Bankruptcy Code; and (b) are first, valid, prior, perfected, unavoidable, and superior to any security, mortgage, or collateral interest or lien or claim to the DIP Collateral, and are subject only to: (w) the DIP Credit Agreements, (x) the Carve-Out, (y) a Lien in a maximum amount of Cdn\$300,000.00 granted by the Canadian Court on DIP Collateral of the Canadian Loan Parties (as defined in the DIP ABL Credit Agreement) to secure professional fees and expenses of Richter Advisory Group Inc., in its capacity as the proposed Canadian Court-appointed ^eas information officer (the "Information Officer"), and counsel to the Information Officer (the "Administration Charge") and (z) any existing liens that, under applicable law, are senior to, and have not been subordinated to, the liens of the Prepetition Secured Parties, but only to the extent that such existing liens are valid, perfected, enforceable, and unavoidable liens as of the Petition Date (the "Permitted Prior Liens"). The DIP Liens shall secure all DIP Obligations and the proceeds of the DIP Collateral shall be applied in the order and priority set forth in the DIP Credit Agreements and this Interim Order. Except as otherwise provided herein, the DIP Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter entered in the Chapter 11 Cases and shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon any Successor Case(s), and/or upon the dismissal of any of the Chapter 11 Cases. The DIP Liens shall not be subject to sections 510, 549, 550 or 551 of the Bankruptcy Code, the "equities of the case" exception of section 552 of the Bankruptcy Code (subject to entry of the Final Order with respect to parties in interest other than the Debtors), or, subject to entry of the Final Order, section 506(c) of the Bankruptcy Code.

10. DIP Superpriority Claims. In addition to the liens and security interests granted to the DIP ABL Agent on its behalf and on behalf of the DIP ABL Lenders and the DIP

Note Agent on behalf of the DIP Note Purchasers pursuant to this Interim Order, subject and subordinate to the Carve-Out and the Administration Charge and in accordance with sections 364(c)(1), 503 and 507 of the Bankruptcy Code, all of the DIP ABL Obligations and the DIP Note Obligations shall constitute allowed superpriority administrative expense claims (the "DIP Superpriority Claims") with priority over any and all administrative expenses of the Debtors, whether heretofore or hereafter incurred, of the kind specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 364, 365, 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 726, 1113, 1114 or any other provisions of the Bankruptcy Code.

11. Extension of Credit. The DIP Agents and the DIP Lenders shall have no obligation to make any loan or advance or purchase any note, as applicable, unless all of the conditions precedent to the making of such extension of credit under the DIP Documents and this Interim Order have been satisfied in full or waived by the applicable DIP Agent(s) in such agent's sole discretion.

12. Use of DIP Facilities Proceeds. From and after the Petition Date, the Debtors shall use advances of credit under the DIP Facilities only pursuant to the terms herein and the terms of the DIP Documents, including as contemplated and limited by the Budget (including any variance therefrom as may be permitted under the DIP Documents).

Authorization to Use Cash Collateral and Adequate Protection

13. Authorization to Use Cash Collateral. Subject to the terms and conditions set forth in, and in accordance with, this Interim Order, the DIP Facilities, and the DIP Documents, the Debtors are authorized to use Cash Collateral. Except as expressly permitted in this Interim Order, the DIP Facilities, and the DIP Documents, nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their estates outside the ordinary course

of business, or any of the Debtors' use of any Cash Collateral or other proceeds resulting therefrom. Upon the occurrence of an Event of Default (as defined herein and in the DIP Documents), the Debtors' consensual use of Cash Collateral shall automatically terminate.

14. Adequate Protection. As adequate protection for the interest of the Prepetition Secured Parties in the Prepetition Collateral (including Cash Collateral) on account of the Diminution in Value, the Prepetition Secured Parties shall receive the following adequate protection:

(a) *ABL Secured Parties Replacement Liens*. Pursuant to sections 361, 363(e) and 364(d) of the Bankruptcy Code, solely to the extent of the Diminution in Value of the interest of the ABL Secured Parties in the ABL Collateral, the ABL Secured Parties shall have, subject to the terms and conditions set forth below, additional and replacement security interests and liens in the DIP Collateral (unless the pledge of 100% of the equity interests of foreign subsidiaries of the Debtors results in material adverse tax consequences which outweigh the benefit of such pledge (as determined by the Required Purchasers and the DIP ABL Agent in their respective sole discretion) in which case such pledge of the equity interests of foreign subsidiaries shall be limited to 65% of the voting stock of any foreign subsidiary and 100% of the economic value of any foreign subsidiary to the extent such value may be pledged without such material adverse tax consequences) (the "ABL Secured Parties Replacement Liens"), which shall be junior only to the DIP Liens, the DIP Superpriority Claims, the Carve-Out and the Administration Charge, and shall, in each case, be subject to the terms of the Prepetition Intercreditor Agreement.

(b) *ABL Secured Parties Superpriority Claim.* Solely to the extent of the Diminution in Value of the interests of the ABL Secured Parties in the ABL Collateral on account of the ABL Indemnity Obligations, and subject to the Prepetition Intercreditor Agreement, the ABL Secured Parties shall have an allowed superpriority administrative expense claim (the "ABL Secured Parties Superpriority Claims"), which shall have priority, except with respect to (i) the DIP Liens, (ii) the DIP Superpriority Claims, (iii) the Carve-Out and (iv) the Administration Charge, in all of the Chapter 11 Cases under sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtors and their estates, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 552, ^(subject to entry of the Final Order) ~~and 726, 1113, and 1114~~ of the Bankruptcy Code, and, subject to entry of the Final Order, section 506(c) of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment; provided, however, that the ABL Secured Parties Superpriority Claims shall only be payable out of Bankruptcy Recoveries after entry of the Final Order. Other than the DIP Liens, the DIP Superpriority Claims, the Carve-Out and the Administration Charge, (i) no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Cases, and (ii) no priority claims are, or will be, senior to, prior to or on parity with the Prepetition Superpriority Claims.

(c) *Secured Notes Replacement Liens.* Pursuant to sections 361, 363(e) and 364(d) of the Bankruptcy Code, solely to the extent of the Diminution in Value of the interest of the Secured Notes Parties in the Secured Notes Collateral, the Secured Notes Parties shall have, subject to the terms and conditions set forth below, additional and replacement security interests and liens in the DIP Collateral not owned by Rockport Canada ULC (unless the pledge of 100% of the equity interests of foreign subsidiaries of the Debtors results in material adverse tax consequences which outweigh the benefit of such pledge (as determined by the Required Purchasers and the DIP ABL Agent in their respective sole discretion) in which case such pledge of the equity interests of foreign subsidiaries shall be limited to 65% of the voting stock of any foreign subsidiary and 100% of the economic value of any foreign subsidiary to the extent such value may be pledged without such material adverse tax consequences) (the "Secured Notes Replacement Liens"; and together with the ABL Secured Parties Replacement Liens, the "Replacement Liens"), which shall be junior only to the DIP Liens, the DIP Superpriority Claims, the Carve-Out and the Administration Charge, and shall, in each case, be subject to the terms of the Prepetition Intercreditor Agreement.

(d) *Secured Notes Superpriority Claim.* Solely to the extent of the Diminution in Value of the interests of the Secured Notes Parties in the Secured Notes Collateral, and subject to the Prepetition Intercreditor Agreement, the Secured Notes Parties shall have an allowed superpriority administrative expense claim (the "Secured Notes Superpriority Claims"; and together with the ABL Secured Parties Superpriority Claims, the "Prepetition Superpriority Claims") which shall have priority, except with respect to (i) the DIP Liens, (ii) the DIP Superpriority Claims, (iii) the Carve-Out and (iv) the

Administration Charge, in all of the Chapter 11 Cases under sections 364(c)(1), 503(b) and 507(b) of the Bankruptcy Code and otherwise over all administrative expense claims and unsecured claims against the Debtors and their estates, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 552, 726, ~~1113, and 1114~~ ^(subject to entry of the Final Order) of the Bankruptcy Code, and, subject to entry of the Final Order, section 506(c) of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment; provided, however, that the Prepetition Superpriority Claims of the Secured Notes Parties shall only be payable out of Bankruptcy Recoveries after entry of the Final Order. Other than the DIP Liens, the DIP Superpriority Claims, the Carve-Out and the Administration Charge, (i) no costs or expenses of administration, including, without limitation, professional fees allowed and payable under sections 328, 330, and 331 of the Bankruptcy Code, or otherwise, that have been or may be incurred in these proceedings, or in any Successor Cases, and (ii) no priority claims are, or will be, senior to, prior to or on a parity with the Secured Notes Superpriority Claims.

(e) *Adequate Protection Payments.* Until the repayment in full of the ABL Obligations under the ABL Credit Agreement (including pursuant to the Final ABL Roll-Up), on the last business day of each month, the ABL Agent shall receive, for the benefit of the ABL Lenders, payment of all accrued and ABL unpaid interest at the default rate set forth in the ABL Credit Agreement. Subject to the provisions of paragraph 30 hereof, each of the ABL Agent, for the benefit of the ABL Lenders, the Secured Noteholders and

the Secured Notes Agent shall receive on a current basis reimbursement of any costs and expenses due to them under the ABL Credit Agreement and the Senior Secured Note Purchase Agreement, respectively, including reimbursement of reasonable documented fees and expenses of Riemer & Braunstein LLP, Ashby & Geddes, Osler, Hoskin & Harcourt LLP, Debevoise & Plimpton LLP, Pachulski Stang Ziehl & Jones LLP, Goodmans LLP and Holland & Knight LLP, as applicable.

(f) *Milestones; 363 Sale Process.* The Milestones are approved as adequate protection for the benefit of the Prepetition Secured Parties. Further, upon the disposition of the Debtors' assets pursuant to section 363 of the Bankruptcy Code assets as contemplated by the *Motion of Debtors for Entry of Orders (I)(A) Approving Bidding Procedures for Sale of Substantially All of the Debtors' Assets, (B) Approving Stalking Horse Bid Protections, (C) Scheduling Auction for, and Hearing to Approve, Sale of Substantially all of the Debtors' Assets, (D) Approving Form and Manner of Notice of Sale, Auction and Sale Hearing, (E) Approving Assumption and Assignment Procedures and (F) Granting Related Relief; and (II)(A) Approving Sale of Substantially all of the Debtors' Assets Free and Clear of All Liens, Claims, Interests and Encumbrances, (B) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* (the "Sale Motion"), the Prepetition Liens and the Replacement Liens shall attach to the proceeds of any such sale in the same manner and priority as such liens attached to the Prepetition Collateral and the DIP Collateral, subject to the Prepetition Intercreditor Agreement, and all such proceeds shall be promptly paid at closing on any such sale to (x) in the case of proceeds of ABL Priority Collateral, to the DIP ABL Agent for application to the DIP ABL Obligations and (y) in the case of

proceeds of Secured Notes Priority Collateral, the DIP Note Purchasers for application in accordance with the DIP Note Purchase Agreement.

(g) *Adequate Protection upon Sale of Prepetition Collateral.* Upon any other sale of any Prepetition Collateral pursuant to section 363 of the Bankruptcy Code, any such Prepetition Collateral shall be sold free and clear of the Prepetition Liens and the Replacement Liens; provided, however, that such Prepetition Liens and Replacement Liens shall attach to the proceeds of any such sale in the order and priority as set forth in this Interim Order and the Prepetition Intercreditor Agreement.

(h) *ABL Indemnity Account.* Incidental to the payment in full in cash of the ABL Obligations in accordance with the terms of this Interim Order and the DIP Documents, the Debtors shall establish an account in the "control" (as defined in the UCC (as defined in the DIP Credit Agreements)) of the ABL Agent (the "ABL Indemnity Account"), into which the sum of \$250,000.00 shall be deposited as security for any reimbursement, indemnification, or similar continuing obligations of the Debtors in favor of the ABL Secured Parties under the ABL Documents, including, without limitation, any obligations arising under Section 9.03 of the ABL Credit Agreement (the "ABL Indemnity Obligations"). The ABL Indemnity Account shall not be subject to the Carve-Out or the Administration Charge.

(i) Upon the expiration of the Challenge Period (as defined below) if, as of such date, no party has filed (x) an adversary proceeding, cause of action, objection, claim, defense, or other challenge as contemplated in paragraph 38 hereof, or (y) an adversary proceeding, cause of action, objection, claim, defense, or other challenge against any ABL Secured Party related to the ABL Facility,

whether in the Chapter 11 Cases or independently in another forum, court, or venue (the last such date being the "ABL Indemnity Account Termination Date"), all amounts then remaining and being held in the ABL Indemnity Account (net of any unreimbursed obligations owing to the ABL Agent and/or ABL Lenders on such date) shall be released to the Debtors (other than Rockport Canada ULC) and shall be subject to the DIP Liens and the Replacement Liens.

(ii) The ABL Indemnity Obligations shall be secured by a first priority lien on the ABL Indemnity Account and all funds on deposit therein in favor of the ABL Secured Parties.

(iii) The ABL Secured Parties may apply amounts in the ABL Indemnity Account against the ABL Indemnity Obligations as and when they arise, without further notice to or consent from the Debtors, any Committee, or any other parties in interest and without further order of this Court, upon compliance with the provisions of paragraph 30 below.

(iv) Upon request by the ABL Agent, ^{and subject to approval of the Court} the Debtors shall deposit additional funds in the ABL Indemnity Account as may be reasonably necessary to adequately cover anticipated ABL Indemnity Obligations. The Debtors shall remain liable for the ABL Indemnity Obligations, even if the amounts in the ABL Indemnity Account prove insufficient to fully pay the ABL Indemnity Obligations.

(i) In addition to the establishment and maintenance of the ABL Indemnity Account, until the ABL Indemnity Account Termination Date, the ABL Agent, for itself and on behalf of the ABL Lenders, shall retain and maintain the ABL Liens as security

(v) Any such indemnification claim shall (i) be subject to the terms of the ABL Documents, (ii) the rights of parties-in-interest with requisite standing to object to any such indemnification claim and hereby reserved, and (iii) the Court shall reserve jurisdiction to hear and determine any such disputed indemnification claim.

for the amount of any ABL Indemnity Obligations not capable of being satisfied from application of the funds on deposit in the ABL Indemnity Account, subject to the priorities set forth in paragraph 8 of this Interim Order.

15. Section 507(b) Reservation. Subject only to the Carve-Out described in paragraph 35 hereof and the Administration Charge, nothing contained herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided in this Interim Order is insufficient to compensate for any Diminution in Value of the respective interests of the Prepetition Secured Parties in the Prepetition Collateral during these Chapter 11 Cases or any Successor Cases.

Provisions Common to DIP Financing and Use of Cash Collateral Authorizations

16. Amendment of the DIP Documents. The DIP Documents may, from time to time, be amended, amended and restated, modified, or supplemented by the parties thereto upon five (5) days prior written notice to the U.S. Trustee and counsel to any Committee, but without notice or a hearing (unless requested by the U.S. Trustee or any Committee), if the amendment, amendment and restatement, modification, or supplement is (a) in accordance with the DIP Documents and (b) not prejudicial in any material respect to the rights of third parties; provided, however, that notwithstanding the foregoing, except for actions expressly permitted to be taken by the DIP Agents or the DIP Lenders as provided in the DIP Documents, no amendment, modification, supplement, termination, or waiver of any provision of the DIP Documents, or any consent to any departure by any of the Borrowers or the Credit Parties therefrom, shall in any event be effective unless the consents required under the terms of the DIP Documents have first been obtained.

17. Budget Compliance. The Borrowers and the Credit Parties shall not, and shall not permit any subsidiary to, directly or indirectly, use any cash or the proceeds of the DIP Facilities in a manner or for a purpose other than those consistent with the DIP Documents and this Interim Order. The Budget annexed hereto as Exhibit 3 is hereby approved, and any modification to, or amendment or update of, the Budget shall be in form and substance acceptable to and approved in writing by the DIP ABL Agent and the Required Purchasers in their respective sole discretion.

18. Modification of Automatic Stay. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified to permit (a) the Debtors to grant the DIP Liens and the DIP Superpriority Claims, and to perform such acts as the DIP Agents may request in their sole discretion to assure the perfection and priority of the DIP Liens, (b) the Debtors to take all appropriate action to grant the Replacement Liens, and to take all appropriate action to ensure that the Replacement Liens granted thereunder are perfected and maintain the priority set forth herein, (c) the Debtors to incur all liabilities and obligations to the DIP Agents as contemplated under the DIP Documents, (d) the Debtors to pay all amounts referred to, required under, in accordance with, and subject to this Interim Order and the DIP Documents, and (e) the implementation of the terms of this Interim Order.

19. Perfection of DIP Liens and Replacement Liens. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of all liens granted herein including the DIP Liens and the Replacement Liens without the necessity of filing or recording any financing statement, mortgage, notice, or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control

agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the DIP Liens, the Replacement Liens, or to entitle the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties to the priorities granted herein.

(a) Notwithstanding the foregoing, the DIP Agents and the Prepetition Agents each are authorized to file, as it in its sole discretion deems necessary, such financing statements, mortgages, notices of lien, and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the DIP Liens, and the Replacement Liens, and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded as of the Petition Date; provided, however, that no such filing or recordation shall be necessary or required in order to create or perfect the DIP Liens and/or the Replacement Liens.

(b) The Debtors are authorized to execute and promptly deliver to the DIP Agents and the Prepetition Agents all such financing statements, mortgages, notices, and other documents as the DIP Agents and the Prepetition Agents may reasonably request. The DIP Agents and the Prepetition Agents, in their respective sole discretion, may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instruments.

(c) The DIP ABL Agent shall, in addition to the rights granted to it under the DIP ABL Documents, be deemed to have co-equal rights with the ABL Agent and succeed to the rights of the ABL Agent with respect to all third party notifications in connection with the ABL Facility, all prepetition collateral access agreements, and all other agreements with third parties (including any agreement with a customs broker, freight forwarder, or credit card

processor) relating to, or waiving claims against, any ABL Collateral, including without limitation, each collateral access agreement duly executed and delivered by any landlord of the Debtors and including, for the avoidance of doubt, all deposit account control agreements, securities account control agreements, and credit card agreements.

20. After-Acquired Property. Except as otherwise provided in this Interim Order, pursuant to section 552(a) of the Bankruptcy Code, all property acquired by the Debtors after the Petition Date, including all DIP Collateral pledged or otherwise granted to the DIP Agents, on behalf of the DIP Lenders, pursuant to the DIP Documents and this Interim Order is not and shall not be subject to any lien of any person or entity resulting from any security agreement entered into by the Debtors prior to the Petition Date, except to the extent that such property constitutes proceeds of property of the Debtors that is subject to a valid, enforceable, perfected, and unavoidable lien as of the Petition Date that is not subject to subordination under section 510(c) of the Bankruptcy Code or other provision or principles of applicable law.

21. Proceeds of Subsequent Financing. If the Debtors, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed in these Chapter 11 Cases or any Successor Cases, shall obtain credit or incur debt pursuant to section 364(b), (c), or (d) of the Bankruptcy Code in violation of the DIP Documents at any time prior to the indefeasible payment in full of all DIP Obligations, the cancellation, backing, or cash collateralization of the letters of credit provided for under the DIP Credit Agreement, the satisfaction of the DIP Superpriority Claims, and the termination of the DIP Agents' and DIP Lenders' obligations to extend credit under the DIP Facilities, then all of the cash proceeds derived from such credit or debt shall (a) immediately be turned over first to the applicable DIP Agent, subject to the Prepetition Intercreditor Agreement, to partially satisfy the DIP Obligations

in accordance with the DIP Documents, and (b) thereafter, after the DIP Obligations have been satisfied in full and fully and indefeasibly paid, to the applicable Prepetition Agent, subject to the Prepetition Intercreditor Agreement, to satisfy the ABL Obligations and the Secured Notes Obligations, respectively, in accordance with the ABL Documents and the Secured Notes Documents.

22. Maintenance of DIP Collateral. Until the indefeasible payment in full of all DIP Obligations, all indebtedness outstanding in accordance with the Prepetition Financing Documents, and the termination of the DIP Agents' and the DIP Lenders' obligation to extend credit under the DIP Facilities, the Debtors shall (a) insure the DIP Collateral as required under the DIP Facilities and the Prepetition Financing Documents, as applicable, and (b) maintain the cash management system in effect as of the Petition Date, as modified by any order that may be entered by the Court in accordance with the DIP Documents.

23. Insurance Policies. Upon entry of this Interim Order, the DIP Agents and the DIP Lenders shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and loss payees, as applicable, on each insurance policy maintained by any of the Debtors which in any way relates to the DIP Collateral. Notwithstanding the foregoing, the Debtors are authorized and directed to take all necessary actions to cause the DIP Agents and the DIP Lenders to be named as additional insureds and loss payees, as applicable, on each insurance policy maintained by the Debtors which in any way relates to the DIP Collateral.

24. Disposition of Collateral. Except as otherwise expressly provided for in this Interim Order, including with respect to the Sale Motion, and in the DIP Documents and subject to the Prepetition Intercreditor Agreement, the Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or Prepetition Collateral

(collectively, "Collateral") without the prior written consent of each of the DIP Agents and the Prepetition Agents (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Agents or the Prepetition Agents or an order of this Court, except for sales, transfers, leases or uses of Debtors' inventory in the ordinary course of their businesses). Until such time as the DIP Obligations and the Prepetition Obligations have been paid in full in accordance with the terms of the applicable DIP Documents and Prepetition Financing Documents, the Debtors shall remit to the applicable DIP Agent and/or Prepetition Agent, or cause to be remitted to the applicable DIP Agent and/or Prepetition Agent, all proceeds of Collateral for application against the DIP ABL Obligations, the DIP Note Obligations and/or the Prepetition Obligations in accordance with the terms of the applicable DIP Documents, Prepetition Financing Documents, the Prepetition Intercreditor Agreement, and this Interim Order.

25. Inventory. The Debtors shall not, without the consent of each of the DIP Agents, (a) enter into any agreement to return any inventory to any of their creditors for application against any pre-petition indebtedness under any applicable provision of section 546 of the Bankruptcy Code, or (b) consent to any creditor taking any setoff against any of its prepetition indebtedness based upon any such return pursuant to section 553(b)(1) of the Bankruptcy Code or otherwise.

26. Events of Default. The term "Event of Default" shall have the same meaning under this Interim Order as such term has under the DIP Documents and shall include, for the avoidance of doubt, the failure to meet any of the Milestones.

27. Rights and Remedies upon Event of Default. Unless otherwise ordered by the Court in accordance with the terms hereof, as of 12:00 midnight prevailing Eastern Time on

the 5th calendar day after the date a DIP Agent files a notice of an Event of Default (a "Default Notice") on the docket of the Chapter 11 Cases (such period, the "Default Notice Period"), the automatic stay under section 362 of the Bankruptcy Code will be automatically lifted without further order of this Court to allow the applicable DIP Agent to take any and all actions permitted by law or under the DIP Documents, as if no case were pending under the Bankruptcy Code, subject to the terms and conditions of the Prepetition Intercreditor Agreement. The Debtors and other parties-in-interest may request an expedited hearing ^{in connection with any} ~~on any motion regarding~~ ^{such lifting of the automatic stay.} ~~an alleged Event of Default.~~ In the event the automatic stay is lifted in accordance with this paragraph, the Debtors shall be prohibited from (a) using Cash Collateral, including accounts receivable, inventory, and the proceeds thereof, of the Debtors in which the DIP Agents or any of the DIP Lenders has an interest, or (b) obtaining credit or incurring of indebtedness secured by a lien or security interest that is equal or senior to a lien or security interest held by the DIP Agents or which is entitled to priority administrative status which is equal or superior to that granted to the DIP Agents for the benefit of the DIP Lenders or the Prepetition Secured Parties, as the case may be, ^{except in connection with repayment in full in cash of the DIP obligations.} Subject to any applicable grace periods, upon the occurrence of any Event of Default, the DIP Agents may, without notice or demand, immediately suspend or terminate all or any portion of the DIP Lenders' obligations to make additional loans or purchase additional notes under the DIP Facilities. Upon the occurrence of an Event of Default, all loans and notes under the DIP Facilities shall become due and payable in accordance with the DIP Documents. Nothing herein shall be construed to limit or otherwise restrict the availability of the rights and remedies provided for in the DIP Credit Agreements.

28. Termination of DIP Facilities and Use of Cash Collateral. The Debtors' right to use the DIP Facilities and Cash Collateral shall terminate immediately upon the earliest

^{fourty-five}
of (i) ~~thirty~~ (30) ⁴⁵ days after the Petition Date unless the Final Order, in a form acceptable to the DIP Agents, has been entered by the Court as of such date, (ii) expiration of the Default Notice Period and lifting of the automatic stay in accordance with paragraph 27 above; (iii) conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (iv) the Termination Date (as defined in the DIP ABL Credit Agreement), and (v) the Maturity Date (as defined in the DIP Note Purchase Agreement).

29. Good Faith Under Section 364(e) of the Bankruptcy Code: No Modification or Stay of this Order. Each of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties have acted in good faith in connection with this Interim Order, and their reliance on this Interim Order is in good faith. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, in the event any or all of the provisions of this Interim Order are hereafter modified, amended, or vacated by a subsequent order of this Court or any other court, the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties are entitled to the fullest extent to the protections provided in section 364(e) of the Bankruptcy Code.

30. DIP Fees and Other Expenses. All reasonable out-of-pocket costs and expenses of the DIP Agents and the DIP Lenders, including, without limitation, reasonable legal, accounting, collateral examination, monitoring and appraisal fees and disbursements, financial advisory fees, fees and expenses of other consultants, indemnification and reimbursement obligations with respect to fees and expenses, and other out of pocket expenses, whether or not contained in the Budget and without limitation with respect to the dollar estimates contained in the Budget (provided, however, that such overages shall not weigh against the Debtors in any testing related to compliance with the Budget), shall promptly be paid by the Debtors. Payment

of such fees shall not be subject to allowance by this Court; provided, however, the U.S. Trustee or counsel for any Committee may seek a determination by this Court whether such fees and expenses are reasonable in the manner set forth below. Under no circumstances shall professionals for the DIP Agents and the DIP Lenders be required to comply with the U.S. Trustee fee guidelines; provided, however, the Debtors shall provide to the U.S. Trustee and any Committee a copy of any invoices received from the DIP Agents and the DIP Lenders for professional fees and expenses during the pendency of the Chapter 11 Cases. Each such invoice shall be sufficiently detailed to enable a determination as to the reasonableness of such fees and expenses (without limiting the right of the various professionals to redact privileged, confidential, or sensitive information). If the U.S. Trustee or any Committee object to the reasonableness of the invoices submitted by the DIP Agents or the DIP Lenders, and the parties cannot resolve such objection within ten (10) days of receipt of such invoices, the U.S. Trustee or such Committee, as the case may be, shall file with the Court and serve on the applicable DIP Agent or DIP Lender an objection (a "Fee Objection") limited to the issue of reasonableness of such fees and expenses. The Debtors shall promptly pay, and/or the DIP Agents (as applicable) is hereby authorized to make an advance under the DIP Facility to timely pay, the submitted invoices after the expiration of the ten (10) day notice period if no Fee Objection is received in such ten (10) day period. If a Fee Objection is timely received, the Debtors shall promptly pay, and/or the DIP Agent (as applicable) is hereby authorized to make an advance under the DIP Facility to timely pay, the undisputed amount only of the invoice(s) that is the subject of such Fee Objection, and the Court shall have jurisdiction to determine the disputed portion of such invoice(s) if the parties are unable to resolve the Fee Objection.

31. Indemnification. The Debtors shall indemnify and hold harmless the DIP Agents, the DIP Lenders, the Secured Notes Agent, the Secured Noteholders, the ABL Lenders, and the ABL Agent, and each of their respective shareholders, partners, unitholders, members, controlling persons, directors, agents, officers, subsidiaries, affiliates, successors, assigns, directors, managers, principals, officers, employees, agents, investor funds, advisors, attorneys, professionals, representatives, investment bankers, and consultants, each in their respective capacities as such, from and against any and all damages, losses, settlement payments, obligations, liabilities, claims, actions, or causes of action, whether groundless or otherwise, and costs and expenses incurred, suffered, sustained, or required to be paid by an indemnified party of every nature and character arising out of or related to the DIP Documents, the Prepetition Financing Documents, and/or the transactions contemplated thereby and by this Interim Order, whether such indemnified party is party thereto, as provided in and pursuant to the terms of the DIP Documents and the Prepetition Financing Documents, and as further described therein and herein, except to the extent resulting from such indemnified party's gross negligence or willful misconduct as finally determined by a final non-appealable order of a court of competent jurisdiction. The indemnity includes indemnification for the DIP Agents', ABL Agent's, Secured Notes Agent's, and any of the DIP Lenders', ABL Lenders', and/or Secured Noteholders' exercise of discretionary rights granted under the DIP Documents and/or the Prepetition Financing Documents, as the context makes applicable. In all such litigation, or the preparation therefor, the DIP Agents and the DIP Lenders, the ABL Agent and the ABL Lenders, and the Secured Notes Agent and the Secured Noteholders, respectively, shall be entitled to select their own counsel and, in addition to the foregoing indemnity, the Debtors agree to promptly pay the reasonable fees and expenses of such counsel.

Nothing in this paragraph shall be deemed to expand the indemnification obligations contained in the Prepetition Financing Documents.

32. Released Parties. Subject to entry of the Final Order, and without limiting the rights of the parties in interest as set forth in paragraph 38 hereof, the Debtors hereby waive any and all actions related to, and hereby release, each of (a) the DIP ABL Agent and the DIP ABL Lenders, (b) the ABL Agent and the ABL Lenders, (c) the DIP Notes Agent and the DIP Note Purchasers, (d) the Secured Notes Agent and the Secured Noteholders, and (e) each of their respective shareholders, partners, unitholders, members, controlling persons, directors, agents, officers, subsidiaries, affiliates, successors, assigns, directors, managers, principals, officers, employees, agents, investors, funds, advisors, attorneys, professionals, representatives, accountants, investment bankers, and consultants, each in their respective capacity as such (each such person or entity identified in sub-clauses (a) through (e) of this paragraph 32, a "Released Party" and, collectively, the "Released Parties") from any and all damages, losses, settlement payments, obligations, liabilities, claims, actions, causes of action, or any Challenge, whether groundless or otherwise, and reasonable costs and expenses incurred, suffered, sustained, or required to be paid by an indemnified party of every nature and character arising prior to the Petition Date and to the extent related to the Prepetition Financing Documents, the DIP Credit Agreements, or this Interim Order, any documents related to the Prepetition Financing Documents, the DIP Credit Agreements, or this Interim Order, any aspect of the prepetition relationship with the Released Parties, any Debtor, or any other acts or omissions by the Released Parties in connection with the Prepetition Financing Documents, the DIP Credit Agreements, or this Interim Order, any documents related to the Prepetition Financing Documents, the DIP Credit Agreements, or this Interim Order, or any aspect of their prepetition relationship with any Debtor.

33. Proofs of Claim. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall not be required to file proofs of claim in any of these Chapter 11 Cases or Successor Cases for any claim allowed herein. Any proof of claim filed by the DIP Agents and/or the Prepetition Agents shall be deemed to be in addition to and not in lieu of any other proof of claim that may be filed by any of the DIP Lenders, and/or Prepetition Secured Parties. Any order entered by this Court in relation to the establishment of a bar date in any of these cases or Successor Cases shall not apply to the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties.

34. Access to Collateral; No Landlord's Liens. Subject to applicable state law, notwithstanding anything contained herein to the contrary and without limiting any other rights or remedies of the DIP Agents, for the benefit of the DIP Lenders, contained in this Interim Order or the DIP Documents, or otherwise available at law or in equity, and subject to the terms of the DIP Documents and this Interim Order, upon written notice to the landlord of any leased premises that an Event of Default has occurred and is continuing under the DIP Documents, the DIP Agents may, subject to any separate agreement by and between such landlord and the DIP Agents (a "Separate Agreement"), enter upon any leased premises of the Debtors for the purpose of exercising any remedy with respect to DIP Collateral located thereon and, subject to any Separate Agreement, shall be entitled to all of the Debtors' rights and privileges as lessee under such lease without interference from such landlord; provided, however, that, subject to any such Separate Agreement, the DIP Agents shall only pay rent of the Debtors that first accrues after the written notice referenced above and that is payable during the period of such occupancy by the Agent, calculated on a per diem basis. Nothing herein shall require the DIP Agents to assume any lease as a condition to the rights afforded to the DIP Agents in this paragraph.

35. Carve-Out. Upon a DIP Agent's issuance of a Carve-Out Trigger Notice (as defined below), all liens, claims, and other security interests held by the DIP Lenders and the Prepetition Secured Parties (except the ABL Indemnity Account) shall be subject to the payment of the Carve-Out. For purposes of this Interim Order, "Carve-Out" means the sum of: (i) all fees required to be paid to the Clerk of the Court and to the U.S. Trustee under section 1930(a) of title 28 of the United States Code together with the statutory rate of interest; (ii) all reasonable fees and expenses up to \$50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code; (iii) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all unpaid fees (including success or transaction fees) and expenses accrued or incurred by persons or firms retained by the Debtors or any Committee pursuant to sections 327, 328, 363, and 1103 of the Bankruptcy Code (collectively, the "Estate Professional Fees") at any time before the first business day following delivery by a DIP Agent of a Carve-Out Trigger Notice, whether allowed by the Court prior to or after delivery of a Carve-Out Trigger Notice; and (iv) Estate Professional Fees in an aggregate amount not to exceed \$350,000, incurred on or after the first business day following delivery by a DIP Agent of a Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (iv) being the "Carve-Out Trigger Cap"). For purposes of the foregoing, "Carve-Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by a DIP Agent to the Debtors, their counsel and the U.S. Trustee, which notice may be delivered following the occurrence of an Event of Default (as defined in either of the DIP Debt Agreements), (ii) termination of one or both of the DIP Facilities in accordance with the DIP Credit Agreements, as applicable, and (iii) acceleration of the DIP Obligations under one or both of the DIP Facilities (each, a "Termination Event"), stating that the Carve-Out Trigger Cap has

been invoked. Notwithstanding the foregoing, so long as a Carve-Out Trigger Notice has not been issued, the Debtors shall be permitted to pay fees to estate professionals and reimburse expenses incurred by estate professionals to the extent set forth in the Budget and otherwise permitted under the DIP Documents and that are allowed by the Court and payable under sections 328, 330 331, and 1103 of the Bankruptcy Code and compensation procedures approved by the Court and in form and substance reasonably acceptable to the Debtors and the DIP Agents, as the same may be due and payable, and the same shall not reduce the Carve-Out Trigger Cap.

36. Payment of Compensation. Nothing herein shall be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, the Committee, if any, or of any person, or shall affect the rights of the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties to object to the allowance and payment of such fees and expenses or to permit the Debtors to pay any such amounts in excess of the amounts contained, or not set forth, in the Budget.

37. Proscribed Actions.

(a) No DIP Collateral, Cash Collateral, proceeds of the DIP Facilities, portion of the Carve-Out, or any other amounts may be used directly or indirectly by any of the Debtors, Borrowers, or any other Credit Party, any Committee, or any trustee or other estate representative appointed in these Chapter 11 Cases or any Successor Cases or any other person (or to pay any professional fees, disbursements, costs or expenses incurred in connection therewith) for any of the following actions or activities (the "Proscribed Actions"):

*, except in connection with repayment in full in cash
of the DIP obligations*

(i) to seek authorization to obtain liens or security interests that are senior to, or on a parity with, the liens granted under the DIP Documents, this Interim Order, or the Final Order (including the DIP Superpriority Claims),

~~(ii) to oppose or object to any relief supported by the DIP Lenders; or~~

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~~(iii)~~ to investigate (except as provided in subparagraph (b) below), including by way of examinations or discovery proceedings, prepare, assert, join, commence, support or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense or other contested matter seeking any order, judgment, determination or similar relief against, or adverse to the interests of, any of the DIP Agents, any of the DIP Lenders, any of the Secured Noteholders, any of the holders of the equity of Rockport Blocker, LLC, or any of the shareholders, partners, unitholders, members, controlling persons, directors, agents, officers, subsidiaries, affiliates, successors, assigns, directors, managers, principals, officers, employees, agents, investors, funds, advisors, attorneys, professionals, representatives, accountants, investment bankers, and consultants of any of the foregoing, with respect to any transaction, occurrence, omission, action or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, (A) any claims or causes of action arising under chapter 5 of the Bankruptcy Code, (B) any so-called "lender liability" claims and causes of action, (C) any action with respect to the validity, enforceability, priority and extent of, or asserting any defense, counterclaim, or offset to, the DIP Obligations, the DIP Superpriority Claims, the DIP Liens granted under the DIP Documents, or the claims or liens granted under or

contemplated by the ABL Documents or the Secured Notes Documents, (D) any action seeking to invalidate, modify, reduce, expunge, disallow, set aside, avoid or subordinate, in whole or in part, the DIP Obligations or the Prepetition Obligations; (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections and benefits granted to any of (1) the DIP Agents or the DIP Lenders under this Interim Order or under any of the DIP Documents, (2) the ABL Secured Parties, or (3) the Secured Notes Parties (in each case, as applicable, including claims, proceedings or actions that might prevent, hinder or delay any of their respective assertions, enforcements, realizations or remedies on or against the DIP Collateral in accordance with the DIP Documents, this interim Order, and the Final Order); or (F) objecting to, consenting, or interfering with, in any way, the DIP Agents' and the DIP Lenders' enforcement or realization upon any of the DIP Collateral once an Event of Default has occurred (as set forth in the DIP Documents).

(b) Notwithstanding anything to the contrary herein, any Committee may use up to \$50,000 in the aggregate amount of the Carve-Out, any Cash Collateral, or proceeds of the DIP Facilities to investigate, but not prosecute (or prepare for the prosecution of) any challenge to, the claims and liens of the Prepetition Secured Parties (the "Committee Investigation Budget"). ^{Subject to entry of the Final Order,} Any and all claims incurred by any Committee related to or in connection with any Proscribed Activities other than up to the Committee Investigation Budget shall be satisfied solely from the unencumbered assets of the Debtors (if any) (the "Unencumbered Assets"), thereby reducing recoveries to the holders of unsecured claims (other than any deficiency claim held by any of the Prepetition Secured Parties);

provided, however, that to the extent there are no Unencumbered Assets available to satisfy such claims, then such claims (i) shall not be satisfied by the Carve-Out, any Cash Collateral, or proceeds of the DIP Facilities, (ii) shall be automatically disallowed without further action by any party or Court order and shall not receive a recovery in these Chapter 11 Cases and any Successor Cases and (iii) shall not be considered for purposes of determining compliance with section 1129(a)(9)(A) of the Bankruptcy Code.

38. Challenge Period.

(a) Subject only to the terms of this paragraph 38, the grant of adequate protection to the Prepetition Secured Parties, and the various stipulations and waivers contained in paragraph E hereof shall be without prejudice to the rights of any Committee or any other party in interest with appropriate standing to seek to disallow the Prepetition Secured Parties' claims in respect of the Prepetition Financing Documents, pursue any claims or seek appropriate remedies against Prepetition Secured Parties in connection with the Prepetition Financing Documents or avoid all or substantially all of the security interests or liens in the Prepetition Collateral or in any other asset or property of Debtors in which Prepetition Secured Parties claim an interest, including any claim, action, or proceeding brought against the Prepetition Secured Parties in accordance with this paragraph 38 that requires Prepetition Secured Parties to give up adequate protection liens and superpriority claims, to disgorge adequate protection interest payments received or accruals credited, or to disgorge as repaid pursuant to this Interim Order as a result of any of the Prepetition Secured Parties' claims against Debtors or liens upon and security interests in the assets and properties of Debtors (including the Prepetition Collateral) being invalidated, avoided, subordinated, impaired, or compromised in any way, either by

an order of this Court (or other court of competent jurisdiction) or by settlement. Any party (other than the Debtors, which have waived all such rights), including any Committee, must commence, as appropriate, a contested matter or adversary proceeding raising any objection, claim, defense, suit or other challenge (a "Challenge") with respect to any claim, security interest, or any other rights of the Prepetition Secured Parties under the ABL Documents or the Secured Notes Documents, as applicable, including in the nature of a setoff, counterclaim, or defense on or before (i) with respect to any Committee, the earlier of (a) sixty (60) calendar days from the date the U.S. Trustee appoints such Committee or (b) seventy-five (75) calendar days following the entry of the Interim Order, or (ii) with respect to all other parties, seventy-five (75) calendar days following the entry of the Interim Order (the "Challenge Period"). The Challenge Period may only be extended (x) as to the ABL Agent and/or the ABL Lenders, in consultation with the DIP ABL Agent, (y) as to the Secured Notes Agent and the Secured Noteholders, in consultation with the DIP Notes Agent, or (z) as otherwise ordered by the Court prior to the conclusion of the Challenge Period for cause shown.

(b) Upon the expiration of the Challenge Period, to the extent not specifically included in a timely and properly filed pleading asserting a Challenge; (i) any other possible Challenge, whether such Challenge is separately filed or otherwise asserted through an amendment of any timely and properly filed pleading asserting a Challenge, shall be deemed to be forever waived and barred; (ii) all of the Debtors' agreements, acknowledgments, stipulations, waivers, releases, and affirmations as to the priority, extent, and validity of the Prepetition Secured Parties' claims, liens, and interests, of any nature, under the Prepetition Financing Documents, or otherwise incorporated or set forth

in this Interim Order, shall be of full force and effect and forever binding upon the Debtors, the Debtors' bankruptcy estates, and all creditors, interest holders, and other parties-in-interest in these Chapter 11 Cases and any Successor Cases without further action by any party or this Court, and any Committee and any other party in interest, and any and all successors-in-interest as to any of the foregoing, shall thereafter be forever barred from bringing any Challenge with respect thereto; (iii) the liens and security interests granted pursuant to the Prepetition Financing Documents shall (to the extent not otherwise satisfied in full) be deemed to constitute valid, binding, enforceable, and perfected liens and security interests not subject to avoidance or disallowance pursuant to the Bankruptcy Code or applicable bankruptcy law; and (iv) without further order of the Court, the claims and obligations under the Prepetition Financing Documents shall (to the extent not otherwise satisfied in full) be finally allowed as fully secured claims within the meaning of section 506 of the Bankruptcy Code for all purposes in connection with these Chapter 11 Cases and any Successor Cases and shall not be subject to challenge by any party in interest as to validity, priority, amount, or otherwise.

(c) Nothing in this Interim Order vests or confers on any person, including any Committee or any other statutory committee that may be appointed in these Chapter 11 Cases, standing or authority to pursue any cause of action, claim, defense, or other right belonging to the Debtors or their estates. For the avoidance of doubt, entry of this Interim Order shall not grant standing or authority to any Committee to pursue any cause of action, claim, defense, or other right on behalf of the Debtors or their estates.

(d) Pending the expiration of the Challenge Period, and until such time as any Challenge is either dismissed, settled or the subject of a final, non-appealable order of the

Court, the ABL Agent, for itself and on behalf of the ABL Lenders, shall retain and maintain the ABL Liens as security for any amount of any ABL Indemnity Obligations not capable of being satisfied from application of the funds on deposit in the ABL Indemnity Account, which Lien retention shall be in addition to the establishment and maintenance of the ABL Indemnity Account. The ABL Lien retention herein shall in all respects remain junior and subordinate to the DIP Liens and the repayment in full of the DIP Obligations, and otherwise be subject to the terms of the Prepetition Intercreditor Agreement.

39. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder, or any direct, indirect, or incidental beneficiary.

With respect to this first sentence, subject to entry of the Final Order

40. No Marshaling: Application of Proceeds. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the DIP Collateral and/or the Prepetition Collateral, as the case may be, and all proceeds shall be received and applied in accordance with the DIP Documents, the Prepetition Financing Documents, and the Prepetition Intercreditor Agreement. Notwithstanding anything to the contrary herein, the amount of proceeds realized from the sale or liquidation of the ABL Collateral (as determined immediately prior to the Petition Date) and/or the DIP ABL Collateral of Rockport Canada ULC which shall be paid to the ABL Lenders and/or the DIP ABL Lenders in partial satisfaction of the outstanding ABL Obligations (as determined immediately prior to the Petition Date) and/or DIP ABL Obligations shall be determined and agreed upon among (i) the Debtors, (ii) the ABL Lenders, and (iii) the Secured Noteholders, each acting reasonably (the "Proposed ABL Liability

Allocation"), in advance of the Final Hearing. The Proposed ABL Liability Allocation shall be placed before the Court for approval as part of the Final Hearing and thereafter the Canadian Court for recognition as part of the motion to recognize the Final Order.⁴ Any Proposed ABL Liability Allocation or orders approving the same shall be conditional upon and require the repayment in full at or prior to closing of any sale as contemplated by the Sale Motion in cash of the ABL Obligations and/or DIP ABL Obligations. The granting of this Interim Order shall be without prejudice to future arguments in respect of the Proposed ABL Liability Allocation or any orders approving the same.

41. Joint and Several Liability. Nothing in this Interim Order shall be construed to constitute a substantive consolidation of any of the Debtors' estates, it being understood, however, that the Debtors shall be jointly and severally liable for the obligations hereunder and in accordance with the terms of the DIP Facilities and the DIP Documents.

42. Limitation of Liability. Subject to the entry of the Final Order, in determining to make extensions of credit under the DIP Facilities, permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to this Interim Order (or any Final Order), the DIP Documents, or the Prepetition Financing Documents, as applicable, none of the DIP Agents, the DIP Lenders, the Prepetition Secured Parties, or any successor of any of the foregoing, shall be deemed to be in control of the operations of the Debtors or any affiliate (as defined in section 101(2) of the Bankruptcy Code) of the Debtors, or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors or any affiliate of the Debtors (as such terms, or any similar terms,

⁴ Immediately prior to the Petition Date, the Debtors, the ABL Lenders, and the Secured Noteholders reached agreement on the Proposed ABL Liability Allocation. The proposed allocation is set forth in paragraphs 24 through 27 of the Motion, and will be considered by the Court for approval at the Final Hearing.

are used in the United States Comprehensive Environmental Response, Compensation and Liability, Act, 29 U.S.C. §§ 9601 et seq., as amended, or any similar federal or state statute). Furthermore, nothing in this Interim Order, the DIP Documents or the Prepetition Financing Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Agents, the DIP Lenders, the Prepetition Secured Parties, or any successor of any of the foregoing, of any liability for any claims arising from the prepetition or postpetition activities of the Debtors or any affiliate of the Debtors.

43. Credit Bidding.

(a) Subject to and effective upon entry of the Final Order, and subject to the terms of the Prepetition Intercreditor Agreement, the DIP ABL Agent shall have the unqualified right to credit bid up to the full amount of the DIP ABL Obligations in any sale of the DIP ABL Collateral (or any part thereof) without the need for further Court order authorizing the same, and whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, except that in no event shall the DIP ABL Agent be permitted to credit bid for the Purchased Assets as all or part of any competing bid for the Purchased Assets at any Auction at which the Stalking Horse Bidder is bidding pursuant to the terms of the Stalking Horse Agreement (as such terms are defined in the Sale Motion); and

(b) Subject to and effective upon entry of the Final Order, and subject to the terms of the Prepetition Intercreditor Agreement, the DIP Note Agent shall have the unqualified right to credit bid up to the full amount of the DIP Note Obligations in any sale of the DIP Note Collateral (or any part thereof) without the need for further Court order authorizing the same, and whether such sale is effectuated through section 363 or 1129 of the Bankruptcy Code, by a

chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, except that in no event shall the DIP Note Agent be permitted to credit bid for the Purchased Assets as all or part of any competing bid for the Purchased Assets at any Auction at which the Stalking Horse Bidder is bidding pursuant to the terms of the Stalking Horse Agreement (as such terms are defined in the Sale Motion).

44. Discharge Waiver. The DIP Obligations shall not be discharged by the entry of an order confirming any plan of reorganization in these cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless the DIP Obligations have been indefeasibly paid in full in cash (or, with respect to any letters of credit, such letters of credit have been treated in a manner satisfactory to the DIP ABL Agent) on or before the effective date of such confirmed plan of reorganization. None of the Debtors shall propose or support any plan of reorganization or sale of all or substantially all of the Debtors' assets or entry of any confirmation order or sale order that is not conditioned upon the indefeasible payment in full in cash (or, with respect to any letters of credit, such letters of credit have been treated in a manner satisfactory to the DIP ABL Agent) on or prior to the earlier to occur of the effective date of such plan of reorganization or sale.

45. Rights Preserved. The entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the DIP Agents', the DIP Lenders', and/or the Prepetition Secured Parties' rights to seek any other or supplemental relief in respect of the Debtors; (b) any of the rights of any of the DIP Agents, the DIP Lenders, and/or the Prepetition Secured Parties under the Bankruptcy Code or under applicable non-bankruptcy law, including the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code or (ii) propose, subject to the provisions of section 1121 of the Bankruptcy

Code, a chapter 11 plan or plans of reorganization; or (c) any other rights, claims, or privileges (whether legal, equitable or otherwise) of any of the DIP Agents, DIP Lenders, and/or the Prepetition Secured Parties. The DIP Agents, DIP Lenders, the Prepetition Secured Parties, and the Debtors hereby agree that the Prepetition Intercreditor Agreement remains in full force and effect, subject to the terms and conditions of this Interim Order, and each of them consents to the exclusive jurisdiction of this Court to address and resolve any and all issues arising under, and resolve any and all disputes between them arising out of, the Prepetition Intercreditor Agreement to the extent related to this Interim Order.

46. No Waiver by Failure to Seek Relief. The failure of the DIP Agents, the DIP Lenders, the ABL Secured Parties, and/or the Secured Notes Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Documents, the Prepetition Financing Documents, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of the DIP Agents, the DIP Lenders, the ABL Secured Parties, and/or the Secured Notes Parties.

47. Binding Effect of Interim Order. Immediately upon entry by the Court, the terms and provisions of this Interim Order shall become valid and binding upon and inure to the benefit of the Debtors, the DIP Agents, the DIP Lenders, the ABL Secured Parties, the Secured Notes Parties, all other creditors of the Debtors, any Committee, any other statutory committee that may be appointed in these Chapter 11 Cases, and all other parties-in-interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of these cases, any Successor Cases, or upon dismissal of any of these Chapter 11 Cases or Successor Cases.

48. Leases. Notwithstanding anything to the contrary in this Interim Order or the DIP Documents, upon an Event of Default, the rights of the Prepetition Secured Parties, the DIP Agents, or the DIP Lenders to enter onto the Debtors' leased premises shall be limited to (i) any such rights agreed to in writing by the applicable landlord prior to entry onto the leased premises, (ii) any rights that the Prepetition Secured Parties, the DIP Agents, or the DIP Lenders have under applicable non-bankruptcy law, if any, and (iii) such rights as may be granted by the Court on a separate motion with notice to the applicable landlords of the leased premises and an opportunity for such landlords to respond and be heard.

49. No Right to Seek Modification. Unless requested by the DIP Agents, the Debtors irrevocably waive any right to seek any modification or extension of this Interim Order (in whole or in part) without the prior consent of each of the DIP Agents, and no such consent shall be implied by any other action, inaction, or acquiescence of the DIP Agents.

50. Survival.

(a) The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered (i) confirming any plan of reorganization in any of these Chapter 11 Cases, (ii) converting any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (iii) dismissing any of these Chapter 11 Cases or any Successor Cases, or (iv) pursuant to which this Court abstains from hearing any of these Chapter 11 Cases or Successor Cases.

(b) The terms and provisions of this Interim Order, including the claims, liens, security interests, and other protections (as applicable) granted to the DIP Agents, the DIP Lenders, and the Prepetition Secured Parties, pursuant to this Interim Order and/or the DIP Documents, notwithstanding the entry of any such order described above, shall

continue in these cases, in any Successor Cases, or following dismissal of these cases or any Successor Cases, and shall maintain their priority as provided by this Interim Order until, (i) in respect of the DIP Facilities, all the DIP Obligations, pursuant to the DIP Documents and this Interim Order, have been indefeasibly paid in full and all commitments to extend credit under the DIP Facilities have been terminated, (ii) in respect of the ABL Facility, all of the ABL Obligations have been indefeasibly paid in full, and (iii) in respect of the Senior Secured Notes, all of the Secured Notes Obligations have been indefeasibly paid in full. ^{subject to ~~paragraph~~ paragraph 31 above,} The terms and provisions concerning the indemnification of the DIP Agents and the DIP Lenders shall continue in these Chapter 11 Cases, in any Successor Cases, following dismissal of these Chapter 11 Cases or any Successor Cases, termination of the DIP Documents, and/or the indefeasible repayment of the DIP Obligations.

51. Interim Order Controls; Priority of Terms. To the extent of any conflict between or among the Motion, the DIP Documents, the Prepetition Intercreditor Agreement, and this Interim Order, the terms and provisions of this Interim Order shall govern.

52. Waiver of Applicable Stay. Any applicable stay (including, without limitation, under Bankruptcy Rule 6004(h)) is hereby waived and shall not apply to this Interim Order.

53. Final Hearing. The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for June 13, 2018, at 11 :00 a.m. before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge, Sixth Floor, in Courtroom 2 at the United States Bankruptcy Court for District of Delaware, 824 N. Market Street, Wilmington, Delaware 19801. Objections to the entry of the proposed Final Order shall

be in writing and filed with the Clerk of the Court no later than on June 6, 2018, at 4:00 p.m. (prevailing Eastern time), with copies served upon: (a) the Debtors, c/o The Rockport Company, LLC, 1220 Washington Street, West Newton, Massachusetts 02465, Attn: Paul Kosturos, Paul.Kosturos@rockport.com; (b) proposed counsel to the Debtors, Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins, collins@rlf.com; (c) counsel for the ABL Agent and the DIP ABL Agent, (i) Riemer & Braunstein LLP, 3 Center Plaza, Boston, Massachusetts 02018, Attn: Donald E. Rothman, Esq., drothman@riemerlaw.com, and (ii) Ashby & Geddes, 500 Delaware Ave., Wilmington, Delaware 19899, Attn: Greg Taylor, GTaylor@ashbygeddes.com; (d) counsel for the Secured Notes Agent and the DIP Notes Agent, (i) Holland & Knight LLP, 131 South Dearborn Street, 30th Floor, Chicago, Illinois 60603 Attn: Joshua Spencer, joshua.spencer@hkllaw.com and (ii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; (e) counsel for the Secured Noteholders and the DIP Note Purchasers, (i) Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022, Attn: My Chi To, mcto@debevoise.com and Daniel E. Stroik, destroik@debevoise.com and (ii) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, Delaware 19801, Attn: Bradford J. Sandler, bsandler@pszjlaw.com and James E. O'Neill, joneill@pszjlaw.com; and (f) the U.S. Trustee, 844 King Street, Suite 2207, Wilmington, Delaware 19801, Attn: Brya M. Keilson, brya.keilson@usdoj.gov.

54. Nunc Pro Tunc Effect of this Interim Order. This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 and shall take effect and be enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof.

55. Retention of Jurisdiction. The Court has retained and will retain jurisdiction to interpret, implement, and enforce this Interim Order according to its terms.

Dated: May 15, 2018
Wilmington, Delaware



THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

DIP ABL Credit Agreement

SENIOR SECURED SUPER-PRIORITY
DEBTOR-IN-POSSESSION REVOLVING CREDIT AGREEMENT

Dated as of [____], 2018

Among

THE ROCKPORT GROUP, LLC, as Debtor and Debtor-in-Possession,
THE ROCKPORT COMPANY, LLC, as Debtor and Debtor-in-Possession,
as U.S. Borrowers

ROCKPORT CANADA ULC
as Canadian Borrower, and as Debtor and Debtor-in-Possession

TRG CLASS D, LLC

THE SUBSIDIARIES OF THE ROCKPORT GROUP, LLC
FROM TIME TO TIME PARTY HERETO

THE FINANCIAL INSTITUTIONS PARTY HERETO
as Lenders

CITIZENS BUSINESS CAPITAL
as Administrative Agent

CITIZENS BANK, N.A.
as Bookrunner and Lead Arranger

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**SENIOR SECURED SUPER-PRIORITY
DEBTOR-IN-POSSESSION REVOLVING CREDIT AGREEMENT**

SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION REVOLVING CREDIT AGREEMENT, dated as of [____], 2018 (this “**Agreement**”), by and among THE ROCKPORT GROUP, LLC, a Delaware limited liability company, as Debtor and Debtor-in-Possession (“**Rockport Group**”) and THE ROCKPORT COMPANY, LLC, a Delaware limited liability company, as Debtor and Debtor-in-Possession (“**Rockport**,” and together with Rockport Group, each a “**U.S. Borrower**” and, collectively, the “**U.S. Borrowers**”), ROCKPORT CANADA ULC, a British Columbia unlimited liability company, as Debtor and Debtor-in-Possession, (the “**Canadian Borrower**” and together with the U.S. Borrowers, each a “**Borrower**” and, collectively, the “**Borrowers**”), TRG CLASS D, LLC, a Delaware limited liability company (“**Holdings**”), the Subsidiaries of Rockport Group from time to time party hereto, the Lenders and CITIZENS BUSINESS CAPITAL, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, and including any of its Affiliates (including any branches thereof) performing any of the functions of administrative agent or collateral agent hereunder or under any of the other Loan Documents, the “**Administrative Agent**”).

RECITALS

A. The Borrowers, the Administrative Agent and the Lenders, among others, have previously entered into a Credit Agreement dated as of July 31, 2015 (as amended from time to time and currently in effect immediately prior to the effectiveness of this Agreement, the “**Existing Credit Agreement**”).

B. On May 14, 2018 (the “**Petition Date**”), each of the U.S. Loan Parties (as defined herein, collectively, the “**U.S. Debtors**”) filed a voluntary petition for relief (collectively, the “**Domestic Cases**”) under Chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”). The U.S. Debtors are continuing in the possession of their assets and continuing to operate their respective businesses and manage their respective properties as debtors and debtors in possession under Sections 1107(a) and 1108 of the Bankruptcy Code.

C. The Debtors and the other Loan Parties have requested that, among other things, the Lenders make available to the U.S. Borrower, from and after the date of entry of the Interim Order (the “**Interim Order Date**”), a senior secured, super-priority debtor-in-possession revolving credit facility, all on terms and conditions set forth herein.

D. To provide security for the repayment of all obligations of the Loan Parties hereunder and under the other Loan Documents, and in addition to all other all other property of any Loan Party that is subject to the Liens granted on the “Collateral” (as defined in the Existing Credit Agreement) in favor of any Administrative Agent securing the Existing Obligations (as defined herein) (such Liens, the “**Existing Revolving Liens**”), each of the Debtors will provide to the Administrative Agent (for the benefit of the Secured Parties) the following (as more fully described herein):

(i) pursuant to Section 364(c)(1) of the Bankruptcy Code and the Orders (as defined herein), as applicable, a DIP Superpriority Claim in the Cases and any Successor Cases (without the need to file a proof of claim) for all of the Obligations with priority over any and all administrative expense claims and unsecured claims of any entity against the Debtors or their estates, including, without limitation, any claims specified in or ordered pursuant to Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 507(a), 507(b) (except as set forth in the Orders), 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114 or any other provisions of the Bankruptcy Code, which shall at all times be senior to the rights of the

Debtors and their estates, and any successor trustee or other estate representative, subject only to Permitted Liens (as defined herein), the Carve-Out (as defined herein) and the Orders;

(ii) pursuant to Section 364(c)(2) of the Bankruptcy Code and the Orders, as applicable, an automatically perfected, valid, enforceable, unavoidable, and first-priority security interest and Lien on all Collateral and assets of the U.S. Borrower and the other Loan Parties of any kind (including, subject to the entry of the Final Order, the proceeds of Avoidance Actions), whether now existing or hereafter acquired that is not subject to a valid, perfected, and non-avoidable lien in existence on the Petition Date, which first-priority liens and security interests shall be perfected without necessity of the execution or filing of mortgages, security agreements, pledge agreements, financing statements or other agreements or documents, subject only to Permitted Liens, the Carve-Out and the Orders;

(iii) pursuant to Section 364(c)(3) of the Bankruptcy Code and subject to clause (iv) below, an automatically valid, enforceable, unavoidable and perfected Lien on the property of the U.S. Borrower and the other Loan Parties as more fully described herein subject to (a) unavoidable valid and perfected Liens in existence at the time of the commencement of the Cases, (b) unavoidable valid Liens in existence at the time of such commencement that are perfected subsequent to such commencement as permitted by Section 546(b) of the Bankruptcy Code (the Liens described in clause (a) above and this clause (b), being "**Existing Liens**"), other than with respect to the Primed Liens (as defined herein), (c) Permitted Liens permitted to be entered into hereunder, and (d) the Carve-Out; and

(iv) pursuant to Section 364(d)(1) of the Bankruptcy Code and the Orders, as applicable, be secured by an automatically perfected, first priority, valid, enforceable, unavoidable and, senior, priming Lien on all the property of the U.S. Borrower and the other Loan Parties of any kind that secure obligations under the Existing Note Purchase Agreement and any Liens that are junior to such Liens, all of which existing Liens (the "**Primed Liens**") shall be primed by and made subject and subordinate to the perfected first-priority senior Liens to be granted to the Administrative Agent, which senior priming Liens in favor of the Administrative Agent shall also prime any Liens arising after the commencement of the Cases to provide adequate protection in respect of any Primed Liens, subject only to Permitted Prior Liens, the Carve-Out and the Orders.

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

ARTICLE 1 DEFINITIONS

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

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

"**Account**" has the meaning assigned to such term in the Pledge and Security Agreement.

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

"**ACH**" means automated clearing house transfer.

"Additional Agreement" has the meaning assigned to such term in Article 8.

"Adidas" means adidas AG, a corporation organized under the laws of the Federal Republic of Germany.

"Administration Charge" means a charge granted by the CCAA Court pursuant to the Supplemental Order in favor of the Information Officer and its legal counsel on the Canadian assets, property and undertaking of the Debtors, which charge shall not exceed an aggregate amount of Cdn\$300,000, as security for their professional fees and disbursements incurred in respect of the Canadian Case, both before and after the making of the Supplemental Order.

"Administration Reserve" means, initially, \$0, and thereafter such other amount as the Administrative Agent determines in its sole discretion as being reasonably necessary in light of (i) the Loan Parties' business performance and operations, (ii) the occurrence of a Default or Event of Default (including, without limitation, the failure to meet any Milestone set forth in Section 5.18), or (iii) any other circumstance that may arise with respect to the Cases or any Loan Party; provided, that, at no time shall the Administration Reserve exceed the amount of the Administration Charge.

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

"Administrative Agent Account" has the meaning assigned to such term in Section 2.21(d).

"Adverse Proceeding" means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of Rockport Group or any of its Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claims), whether pending or, to the knowledge of Rockport Group or any of its Subsidiaries, threatened in writing against or affecting Rockport Group or any of its Subsidiaries or any property of Rockport Group or any of its Subsidiaries.

"Affiliate" means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. No Person shall be an "Affiliate" solely because it is an unrelated portfolio company of the Sponsor and none of the Administrative Agent, any Lender or any of their respective Affiliates shall be considered an Affiliate of Holdings, any Borrower or any of their respective Subsidiaries.

"Aggregate Commitments" means, at any time, the sum of the Commitments at such time. As of the DIP Closing Date, the Aggregate Commitments are **\$60,000,000**.

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

"Alternate Base Rate" means, for any day, a rate per annum equal to the highest of (a) the Federal Funds Effective Rate in effect on such day *plus* ½%, (b) the LIBO Rate (which rate shall be calculated based upon an Interest Period of **one (1) month** and shall be determined on a daily basis) *plus* **1.0%** and (c) the Prime Rate; provided, that in no event shall the Alternate Base Rate be less than zero percent (0.00%). Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the LIBO Rate (as calculated above), as the case may be, shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the LIBO Rate (as calculated above), as the case may be.

“Applicable Percentage” means, with respect to any Lender, a percentage equal to a fraction the numerator of which is such Lender’s Commitment and the denominator of which is the Aggregate Commitments; provided that for purposes of Section 2.22 and otherwise herein, when there is a Defaulting Lender, any such Defaulting Lender’s Commitment shall be disregarded in any such calculations. If the Commitments have terminated or expired, the Applicable Percentages of each Lender shall be determined based on the Revolving Exposure of the applicable Lenders, giving effect to any assignments and to any Lender’s status as a Defaulting Lender at the time of determination.

“Applicable Quotation Date” has the meaning set forth in the definition of “Spot Selling Rate.”

“Applicable Rate” means (i) with respect to any LIBO Rate Loan or BA Rate Loan, 3.00% per annum, and (ii) with respect to any ABR Loan, 2.00% per annum.

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

“Arranger” means Citizens Bank, N.A.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.05), accepted by the Administrative Agent and substantially in the form attached to the Existing Credit Agreement as Exhibit B and otherwise in form and substance reasonably satisfactory to the Administrative Agent.

“Attorney” has the meaning assigned to such term in Article 8.

“Availability Period” means the period from and including the DIP Closing Date to but excluding the Maturity Date.

“Available Commitment” means, at any time, the Aggregate Commitments then in effect *minus* the Total Revolving Exposure at such time.

“Avoidance Action” means any causes of action under chapter 5 of the Bankruptcy Code.

“BA Period” means with respect to any BA Rate Loan, the period commencing on the Business Day such Loan is disbursed or continued and ending on the date **one (1) month** thereafter, as selected by the Borrower Representative in its Notice of Borrowing or Notice of Conversion/Continuation – BA Rate; provided that:

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

(b) any BA Period pertaining to a BA 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 BA Period) shall end on the last Business Day of the calendar month at the end of such BA Period; and

(c) no BA Period shall extend beyond the Termination Date.

“BA Rate” means, in respect of any BA Period applicable to a BA Rate Loan, the rate per annum determined by the Administrative Agent by reference to the average rate quoted on the Reuters Monitor Screen (Page CDOR, or such other Page as may replace such Page on such Screen on the purpose of displaying Canadian interbank bid rates for Canadian Dollar bankers’ acceptances) applicable to Canadian Dollars bankers’ acceptances with a term comparable to such BA Period as of **10:00 a.m.** (New York time) **two (2)** Business Days before the first day of such BA Period. If for any reason the Reuters Monitor Screen rates are unavailable, BA Rate means the rate of interest determined by the Administrative Agent that is equal to the arithmetic mean (rounded upwards to the nearest basis point) of the rates quoted by The Bank of Nova Scotia, Royal Bank of Canada and Canadian Imperial Bank of Commerce in respect of Canadian Dollar bankers’ acceptances with a term comparable to such BA Period. Notwithstanding anything to the contrary herein, in no event shall the BA Rate be less than zero percent (0.00%). No adjustment shall be made to account for the difference between the number of days in a year on which the rates referred to in this definition are based and the number of days in a year on the basis of which interest is calculated in this Agreement.

“Banking Services” means each and any of the following bank services provided to any Loan Party (a) under any arrangement that is in effect on the DIP Closing Date and is between any Loan Party and a counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender as of the DIP Closing Date or (b) under any arrangement that is entered into after the DIP Closing Date and is by any Loan Party with any counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender at the time such arrangement is entered into: (i) commercial credit cards, (ii) stored value cards, (iii) purchasing cards and (iv) treasury management services (including controlled disbursement, ACH transactions, return items, interstate depository network services, overdrafts and e-payables).

“Banking Services Obligations” means any and all obligations of the Loan Parties, whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), in connection with Banking Services, in each case, that has been designated to the Administrative Agent in writing by the Borrower Representative as being a Banking Services Obligation for the purposes of the Loan Documents, it being understood that each counterparty thereto shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.02, Section 9.05 and Section 9.10 as if it were a Lender.

“Bankruptcy Code” means Title 11 of the United States Code (11 U.S.C. § 101 *et seq.*).

“Bankruptcy Court” has the meaning assigned to such term in the preamble hereof.

“Berkshire” means Berkshire Partners LLC and its Affiliates.

“Bidding Procedures” means bidding procedures in form and substance satisfactory to the Required Lenders contemplating a sale of substantially all of the Debtors’ assets on terms satisfactory to the Required Lenders.

“Blocked Account Agreement” has the meaning assigned to such term in Section 2.21(c).

“Blocked Accounts” has the meaning assigned to such term in Section 2.21(c).

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

"Borrower" has the meaning assigned to such term in the preamble to this Agreement and **"Borrowers"** means, collectively, the Canadian Borrower, the U.S. Borrowers and **"Borrower"** means any of them.

"Borrower Representative" means the Borrower Representative appointed pursuant to Section 11.01.

"Borrowing" means any (a) Revolving Loans of the same Type and Class made, converted or continued on the same date and, in the case of LIBO Rate Loans and BA Rate Loans, as to which a single Interest Period or BA Period, as applicable, is in effect, or (b) Protective Advance.

"Borrowing Base" means, the Dollar Equivalent of (a) the Credit Card Receivables Component with respect to the Eligible Credit Card Receivables of the Loan Parties, plus (b) the Trade Accounts Receivable Component with respect to the Eligible Trade Accounts Receivable of the Loan Parties, plus (c) the Inventory Component with respect to the Eligible Inventory of the Loan Parties, minus (d) the then-amount of all Reserves as may at any time and from time to time be established in accordance with Section 2.24 (including, for the avoidance of doubt, the Carve-Out Reserve and the Administration Reserve), minus (e) the aggregate outstanding amount of the Existing Credit Extensions. The Borrowing Base at any time shall be determined by reference to the most recent Borrowing Base Certificate delivered to the Administrative Agent pursuant to Section 5.01(m) and Reserves established pursuant to Section 2.24. For the avoidance of doubt, no assets of UK Holdings shall be included in the Borrowing Base.

"Borrowing Base Certificate" means a certificate from a Financial Officer of the Borrower Representative, in substantially the form of Exhibit C, as such form, subject to the terms hereof, may from time to time be modified as agreed by the Borrower Representative and the Administrative Agent or such other form which is acceptable to the Administrative Agent in its reasonable discretion.

"Borrowing Request" means a request by the Borrower Representative for a Borrowing in accordance with Section 2.03 and substantially in the form attached hereto as Exhibit G, as such form, subject to the terms hereof, may from time to time be modified as agreed by the Borrower Representative and the Administrative Agent or such other form as shall be reasonably acceptable to the Administrative Agent.

"Budget" means the financial projections for the Loan Parties covering the thirteen-week period commencing on the Petition Date on a weekly basis, which projections shall include, at a minimum, cash receipts, operating disbursements, payroll disbursements, a reasonably detailed professional fee budget, non-operating disbursements (including, for the avoidance of doubt, professional fees) and inventory for the period covered thereby, substantially in the form of the initial Budget annexed hereto as Exhibit M, and any subsequent projections furnished pursuant to Section 5.02(e) hereof, in each case, in form and substance reasonably satisfactory to the Administrative Agent.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in Boston, Massachusetts are authorized or required by law to remain closed; provided that when used in connection with (a) a LIBO Rate Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London interbank market, and (b) an ABR Loan to the Canadian Borrower or a BA Rate Loan, the term "Business Day" shall also exclude any day on which banks are not open for business in Toronto, Ontario.

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

“Canadian Borrower” has the meaning assigned to such term in the preamble to this Agreement.

“Canadian Case” means a recognition proceeding commenced by Rockport Blocker, LLC as a foreign representative of the “Debtors” under the Domestic Cases before the CCAA Court pursuant to Part IV of the CCAA to recognize the Domestic Cases as “foreign main proceedings”.

“Canadian Defined Benefit Plan” means a Canadian Pension Plan, which contains a “defined benefit provision,” as defined in subsection 147.1(1) of the ITA.

“Canadian Debtors” means the Canadian Loan Parties.

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

“Canadian Loan Parties” means any Loan Party formed under the laws of Canada or any province or territory thereof.

“Canadian Obligations” means all unpaid principal of and accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made by the Lenders to the Canadian Borrower, all LC Exposure in respect of Letters of Credit Issued for the account of the Canadian Borrower, all accrued and unpaid fees and all reasonable and documented out-of-pocket expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the Canadian Loan Parties to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents in respect of any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

“Canadian Pension Event” means (a) the withdrawal of a Loan Party from a Canadian Defined Benefit Plan; or (b) the filing of a notice of interest to terminate in whole or in part a Canadian Defined Benefit Plan or the filing of an amendment with the applicable Governmental Authority which terminates a Canadian Defined Benefit Plan, in whole or in part, or the treatment of an amendment as a termination or partial termination of a Canadian Defined Benefit Plan; or (c) the institution of proceedings by any Governmental Authority to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator or trustee appointed to administer a Canadian Defined Benefit Plan; or (d) any other event or condition or declaration or application which might constitute grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Authority of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan; or (e) non-compliance by a Canadian Loan Party with the terms of a Canadian Pension Plan or Canadian Benefit Plan or the laws applicable thereto.

“Canadian Pension Plans” means each pension plan required to be registered under Canadian federal or provincial law that is maintained or contributed to by, or to which there is or may be an obligation to contribute by, a Loan Party in respect of any employees or former employees in Canada, but

does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively.

“Canadian Petition Date” means _____, 2018.

“Canadian Prime Rate” means, for any day, a rate per annum equal to the higher of (a) the annual rate of interest announced from time to time by the Administrative Agent as being its reference rate then in effect for determining interest rates on Canadian Dollar denominated commercial loans made by it in Canada and which it refers to as its “prime rate” (or its equivalent or analogous rate) or, if such rate is no longer quoted by it, any similar rate quoted by a Schedule I Bank (Canada) (as determined by the Administrative Agent), and (b) the BA Rate existing on such day in respect of a BA Period of **thirty (30)** days plus **1.00%** per annum. Any change in any interest rate provided for in this Agreement based upon the Canadian Prime Rate shall take effect at the time of such change in the Canadian Prime Rate.

“Canadian Revolving Exposure” means, with respect to any Lender at any time, the sum of (a) the outstanding principal amount of such Lender’s Revolving Loans made to the Canadian Borrower, (b) its LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower, and (c) its Applicable Percentage of the aggregate principal amount of Protective Advances made to, on behalf of, or in respect of, the Canadian Borrower and outstanding at such time.

“Canadian Revolving Loan” means a Revolving Loan made by the Lenders to the Canadian Borrower.

“Canadian Sublimit” means **\$0.00**.

“Canadian Subsidiary” means any Subsidiary incorporated or organized under the laws of Canada or any province or territory thereof.

“Capital Lease” means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing.

“Captive Insurance Subsidiary” means any Subsidiary of the Borrower Representative that is subject to regulation as an insurance company (or any Subsidiary thereof).

“Carve-Out” has the meaning set forth in the Orders.

“Carve-Out Reserve” means, initially, \$0, and thereafter such other amount as the Administrative Agent determines in its sole discretion as being reasonably necessary in light of (i) the Loan Parties’ business performance and operations, (ii) the occurrence of a Default or Event of Default (including, without limitation, the failure to meet any Milestone set forth in Section 5.18), or (iii) any other circumstance that may arise with respect to the Cases or any Loan Party; provided, that, at no time shall the Carve-Out Reserve exceed the sum of the most recently delivered Reported Fee Accrual, plus \$350,000.

“Carve-Out Trigger Notice” has the meaning set forth in the Orders.

“Cases” means the Canadian Case and the U.S. Cases.

“Cash” means money, currency or a credit balance in any Deposit Account.

“Cash Disbursements” means, for any period, the amount of cash operating and nonoperating disbursements for the Loan Parties during such period, on a consolidated basis, as set forth in the applicable budget for such period.

“Cash Equivalent Bank” has the meaning set forth in the definition of “Cash Equivalents.”

“Cash Equivalents” means, as at any date of determination, (a) readily marketable securities (i) issued or directly and unconditionally guaranteed or insured as to interest and principal by the United States or Canadian federal government or (ii) issued by any agency or instrumentalities of the United States or Canada the obligations of which are backed by the full faith and credit of the United States or Canada, as applicable, in each case maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (b) readily marketable direct obligations issued by any state of the United States of America, any Canadian province or territory, or any political subdivision of any such state, province or territory or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody’s (or, if at any time neither S&P nor Moody’s shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency reasonably acceptable to the Administrative Agent) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (c) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or at least P-1 from Moody’s (or, if at any time neither S&P nor Moody’s shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency reasonably acceptable to the Administrative Agent); (d) deposits, money market deposits, time deposit accounts, certificates of deposit, or bankers’ acceptances maturing within one year after such date and issued or accepted by any Lender or by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia or Canada that (i) has capital and surplus of not less than **\$100,000,000** or (ii) is at least “adequately capitalized” (as defined in such regulations) (each Lender and each commercial bank referred to herein as a **“Cash Equivalent Bank”**) or, in each case, repurchase agreements and reverse repurchase agreements relating thereto entered into with any Cash Equivalent Bank; (e) shares of any money market mutual fund that (i) has substantially all of its assets invested in the types of investments referred to in clauses (a) and (b) above, (ii) has net assets of not less than **\$250,000,000** and (iii) has the highest rating obtainable from either S&P or Moody’s; and (f) with respect to Foreign Subsidiaries, investments of the types and maturities described in clause (a) through (e) above issued by a Cash Equivalent Bank or any commercial bank of recognized international standing chartered in the country where such Foreign Subsidiary is domiciled having unimpaired capital and surplus of at least **\$500,000,000**.

“Cash Management Order” means an order of the Bankruptcy Court, in form and substance reasonably satisfactory to the Administrative Agent, (a) approving and authorizing the Debtors to use existing cash management systems, (b) authorizing and directing banks and financial institutions to honor and process checks and transfers, (c) authorizing continued use of intercompany transactions, (d) waiving requirements of Section 345(b) of the Bankruptcy Code and (e) authorizing the Debtors to use existing bank accounts and existing business forms.

“**Cash Receipts**” means, for any period, the cumulative amount of cash receipts for the Loan Parties during such period, on a consolidated basis, as set forth in the applicable budget for such period.

“**CCAA**” means the *Companies’ Creditors Arrangement Act* (Canada).

“**CCAA Court**” means the Ontario Superior Court of Justice (Commercial List).

“**Change in Law**” means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any Governmental Authority after the date of this Agreement or (c) compliance by any Lender or any Issuing Bank (or, for purposes of Section 2.15(b), by any lending office of such Lender or such Issuing Bank or by such Lender’s or such Issuing Bank’s holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement (other than any such request, guideline or directive to comply with any law, rule or regulation that was in effect on the date of this Agreement). For purposes of this definition and Section 2.15, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements and directives thereunder or issued in connection therewith or in implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case described in clauses (x) and (y) above, be deemed to be a Change in Law, regardless of the date enacted, adopted, issued or implemented; provided that increased costs as a result of any Change in Law pursuant to clauses (x) and (y) above shall only be reimbursable by the applicable Borrower to the extent the applicable Lender is requiring reimbursement therefor from similarly situated borrowers under comparable syndicated credit facilities.

“**Change of Control**” means the earliest to occur of:

(a) (i) at any time prior to an IPO, the Permitted Holders directly or indirectly ceasing to beneficially own (within the meaning of Rule 13d-3 and Rule 13d-5 under the Exchange Act) Capital Stock representing more than **50.0%** of the total voting power of all of the outstanding voting stock of Holdings; or (ii) at any time on or after an IPO, (A) the acquisition by any Person or group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act), including any group acting for the purpose of acquiring, holding or disposing of securities (within the meaning of Rule 13d-5(b)(1) under the Exchange Act, but excluding any employee benefit plan and/or person acting as the trustee, agent or other fiduciary or administrator therefor), other than one or more Permitted Holders, in a single transaction or in a related series of transactions, by way of merger, amalgamation, consolidation or other business combination or purchase of beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of Capital Stock representing more than the greater of (x) **35.0%** of the total voting power of all of the outstanding voting stock of Holdings and (y) the percentage of the total voting power of all of the outstanding voting stock of Holdings owned, directly or indirectly, beneficially by the Permitted Holders or (B) during each period of **twelve (12) consecutive months**, the board of directors (or any other equivalent governing body) of Holdings shall not consist of Continuing Directors; unless, in the case of either clause (a)(i) or (a)(ii) above, the Permitted Holders have, at such time, the right or the ability by voting power, contract or otherwise to elect or designate for election at least a majority of the board of directors (or any other equivalent governing body) of Holdings;

(b) Holdings or any Successor Parent Company ceases to, directly or indirectly, own 100% of the Capital Stock of Rockport Group free of Liens (other than Liens permitted under Sections 6.02(a), 6.02(t) or 6.02(ff)); or

(c) any "Change of Control" (or comparable term) in any document pertaining to the Senior Notes, any Indebtedness in excess of the Threshold Amount, or any permitted refinancing thereof; provided that, in the case of any such debt which is unsecured or secured by a Lien on the Collateral which is junior to the lien securing such debt is in an aggregate outstanding principal amount in excess of the Threshold Amount.

"Charges" has the meaning assigned to such term in Section 9.19.

"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 Protective Advances.

"Closing Date" means July 31, 2015.

"Closing Fee" has the meaning assigned to such term in Section 2.12(c).

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

"Co-Investor" means (a) any person (other than the Sponsor or any Management Investor) who became a holder of Capital Stock in Holdings (or any of the direct or indirect parent companies of Holdings) on the Closing Date, (b) a person, if any, that acquired, within sixty (60) days of the Closing Date, any Capital Stock in Holdings (or any of the direct or indirect parent companies of Holdings) held by the Sponsor as of the Closing Date and (c) in each of clauses (a) and (b), an Affiliate of any such person; provided, that, for purposes of the definition of "Permitted Holder," Co-Investors shall only include for purposes of clauses (a) and (b) those Persons that had been disclosed in writing prior to the Closing Date to the Arranger and, in the case of clause (b), that were reasonably acceptable to the Arranger.

"Collateral" means and shall include, collectively, any and all assets of each Loan Party's estate, whether real, personal, or mixed and wherever located, of any kind, nature of description, in each case, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located, including any such property in which a Lien is granted to the Administrative Agent pursuant to this Agreement, the Orders, or any other order entered by the Bankruptcy Court or the CCAA Court to secure the Obligations, and shall include:

(a) all Receivables and all supporting obligations relating thereto, whether arising prior to the Petition Date or thereafter,

(b) all Equipment (including motor vehicles),

(c) all Inventory,

(d) all Goods (as defined in the UCC),

(e) all real property and Fixtures (as defined in the UCC),

(f) all Instruments and Chattel Paper (each as defined in the UCC),

(g) all Letter-of-Credit Rights (as defined in the UCC), whether or not the letter of credit is evidenced by a writing,

(h) all Investment Property,

- (i) all Copyrights, Patents, Trademarks, Trade Secrets and Software,
- (j) all Commercial Tort Claims (as defined in the UCC),
- (k) all General Intangibles (as defined in the UCC),
- (l) all Deposit Accounts, Securities Accounts, and Commodities Accounts (each as defined in the UCC),
- (m) all books and records pertaining to the Collateral,
- (n) all present and future claims, rights, interests, assets and properties recovered by or on behalf of Loan Parties or any trustee of any Loan Party (whether in the Chapter 11 Cases or any subsequent case to which any Chapter 11 Case is converted), including all such property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to, inter alia, sections 542, 544, 545, 547, 548, 549, 550, 552 and 553 of the Bankruptcy Code, subject to the terms of the Orders,
- (o) all Money (as defined in the UCC) and cash,
- (p) to the extent not covered by clauses (a) through (o) of this sentence, choses in action and all other personal property of the Loan Parties, whether tangible or intangible, and
- (q) all Proceeds (as defined in the UCC) and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, issues, offspring, profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any of the Loan Parties from time to time with respect to any of the foregoing. It is the intention of the parties that if the Administrative Agent shall fail to have a perfected Lien in any particular property or assets of any Loan Party for any reason whatsoever, the provisions of this Agreement and the Pledge and Security Agreement, together with the Orders, or any other order entered by the Bankruptcy Court to secure the Obligations, would be sufficient to create a perfected Lien in any property or assets that such Loan Party may receive upon the sale, lease, license, exchange, transfer or disposition of such particular property or assets, then all such "proceeds" of such particular property or assets shall be included in the Collateral.

"Collateral Access Agreement" has the meaning assigned to such term in the Pledge and Security Agreement.

"Collateral Agent" means Citizens Bank, N.A.

"Collateral Documents" means, collectively, each Pledge and Security Agreement, the Mortgages and any other documents granting a Lien upon the Collateral as security for payment of any of the Secured Obligations pursuant to the terms hereof or any other Loan Document, as each has been ratified and confirmed pursuant to the Ratification Agreement.

"Commercial Letter of Credit" means any Letter of Credit issued for the purpose of providing the primary payment mechanism in connection with the purchase of any materials, goods or services by any Borrower or any of its Subsidiaries.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Revolving Loans, acquire participations in Letters of Credit, and to make Protective Advances hereunder,

expressed as an amount representing the maximum possible aggregate amount of such Lender's Revolving Exposure hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.09 or (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.05. The initial amount of each Lender's Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Commitment, as applicable. The initial aggregate amount of the Lenders' Commitments on the DIP Closing Date is \$60,000,000.

"Commitment Fee Rate" means 0.375%.

"Commitment Schedule" means the Schedule attached hereto as Schedule 1.01(a).

"Committee" means an official committee of unsecured creditors appointed in the Case pursuant to Section 1102 of the Bankruptcy Code.

"Committee Investigation Budget" has the meaning set forth in Section 6.20(b).

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

"Concentration Account" has the meaning assigned to such term in Section 2.21(d).

"Confidential Information" has the meaning assigned to such term in Section 9.13.

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

"Consultant" has the meaning set forth in Section 5.15.

"Continuing Directors" means the directors of Holdings on the Closing Date, and each other director, if, in each case, such other director's nomination for election to the board of directors of Holdings is recommended by a majority of the then Continuing Directors or such other director receives the vote of the Sponsor or Permitted Holders in his or her election by the stockholders of Holdings.

"Contractual Obligation" means, as applied to any Person, any provision of any Security issued by that Person or of any material indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

"Contribution Agreement" means that certain Amended and Restated Contribution Agreement, dated as of the Closing Date, by and between RGH, New Balance Holding, Inc., a Massachusetts corporation, certain management holders party thereto and Drydock.

"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.

"Credit Card Agreement" means each credit card agreement entered into by any Loan Party with a credit card issuer and/or credit card processor governing the credit card processing arrangements with such Loan Party, as the same may be amended, restated or otherwise modified from time to time.

“Credit Card Acknowledgment” means each Credit Card Acknowledgment, in form and substance satisfactory to the Administrative Agent, executed by the applicable Loan Party and acknowledged by such Loan Party’s credit card issuers and/or credit card processors who are party to Credit Card Agreements, as the same may be amended, restated or otherwise modified from time to time.

“Credit Card Receivables” means each “payment intangible” (as defined in the UCC) or other “intangible” (as defined in the PPSA) under which the Account Debtor’s principal obligation is a monetary obligation, together with all income, payments and proceeds thereof, in all cases due to a Loan Party from, and owed by, a credit card issuer, debit card issuer, credit card processor, debit card processor or other third party electronic payment service provider to a Loan Party resulting from charges by a customer of a Loan Party in connection with the sale of goods by a Loan Party, or services performed by a Loan Party.

“Credit Card Receivables Component” means the face amount of Eligible Credit Card Receivables multiplied by 90.0%.

“Credit Extension” means each of (i) the making of a Revolving Loan or Protective Advance and (ii) the issuance, amendment, modification, renewal or extension of any Letter of Credit (other than any such amendment, modification, renewal or extension that does not increase the stated amount of the relevant Letter of Credit).

“Credit Facility” means the Loans provided to or for the benefit of, and the Letters of Credit issued for the account of, any Borrower or any Subsidiary pursuant to the terms of this Agreement.

“Crescent” means Crescent Mezzanine Partners VI, L.P., Crescent Mezzanine Partners VIB (Cayman), L.P. and Crescent Mezzanine Partners VIC, L.P.

“Currency of Payment” has the meaning provided in Section 9.22.

“DDA” means any checking, demand deposit or other account maintained by the Loan Parties and used to receive or deposit payments, checks and other funds from customers and other payors, other than any Excluded Account.

“Debt Investment Fund” means any affiliate of the Sponsor that is a bona fide debt fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of business, in each case with respect to which the persons making investment decisions for such applicable affiliate are not primarily engaged in the making, acquiring or holding of equity investments in Holdings or any of its subsidiaries.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, *the Bankruptcy and Insolvency Act* (Canada), *the Companies’ Creditors Arrangement Act* (Canada), and the *Winding-Up and Restructuring Act* (Canada) and all other liquidation, conservatorship, bankruptcy, general assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States, Canada or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Debtors” means the Canadian Debtors and the U.S. Debtors.

“Debt Transfer Agreement” means that certain Debt Transfer and Contribution Agreement, dated as of the Closing Date, by and between New Balance and Drydock.

“Default” means any event or condition which upon notice, lapse of time or both would become an Event of Default.

“Defaulting Lender” means, subject to Section 2.22(f), any Lender that has (a) defaulted in its obligations under this Agreement, including without limitation, to make a Loan or to fund its participation in a Letter of Credit, or Protective Advance required to be made or funded by it hereunder, in each case, within two Business Days of the date such obligation arose or such Loan, Letter of Credit, or Protective Advance was required to be made or funded unless such Lender notifies the Administrative Agent and the Borrower Representative 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, (b) notified the Administrative Agent, any Issuing Bank or a Loan Party in writing that it does not intend to satisfy any such obligation or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or under agreements in which it commits to extend credit generally (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) failed, within **three (3)** Business Days after the request of the Administrative Agent or the Borrower Representative, to confirm in writing that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Letters of Credit, and Protective Advances; 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, (d) become (or any parent company thereof has become) insolvent or been determined by any Governmental Authority having regulatory authority over such Person or its assets, to be insolvent, or the assets or management of which has been taken over by any Governmental Authority, or (e) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment, unless in the case of any Lender subject to this clause (e), the Borrower Representative, the Administrative Agent, and each Issuing Bank shall each have determined that such Lender intends, and has all approvals required to enable it (in form and substance satisfactory to each of the Borrower Representative, the Administrative Agent, and each Issuing Bank), to continue to perform its obligations as a Lender hereunder; provided that a Lender shall not be deemed to be a Defaulting Lender solely by virtue of the ownership or acquisition of any Capital Stock in such Lender or its parent by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

“Deposit Account” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“Derivative Transaction” means (a) any interest-rate transaction, including any interest-rate swap, basis swap, forward rate agreement, interest rate option (including a cap collar and floor), Swap Obligations, and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) any exchange-rate transaction, including any cross-currency interest-rate swap, any forward foreign-exchange contract, any currency option, and any other instrument linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward

equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including precious metal) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Holdings or its subsidiaries shall be a Derivative Transaction.

“DIP Closing Date” means the first date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

“DIP Lenders’ Charge” means a charge granted by the CCAA Court pursuant to the Supplemental Order in favor of the Administrative Agent and the Lenders on the Canadian assets, property and undertaking of the Debtors, which charge shall be consistent with the liens and charges created by this Agreement and by the Interim Order.

“DIP Note Proceeds Deposit Account” means the “DIP Note Proceeds Deposit Account” as such term is defined in the Interim Order.

“DIP Note Purchasers” means the purchasers from time to time party to the DIP Notes Facility.

“DIP Notes Agent” means Cortland Capital Market Services, LLC, in its capacity as collateral agent under the DIP Notes Facility.

“DIP Notes Claims” means the “DIP Obligations” pursuant to and as defined in the DIP Notes Facility.

“DIP Notes Documents” means the “DIP Note Documents” as defined in the DIP Notes Facility.

“DIP Notes Facility” means that certain Senior Secured Super-Priority Debtor-In-Possession Credit Agreement initially by and among The Rockport Group, LLC, The Rockport Company, LLC, TRG Class D, LLC, Drydock Footwear, LLC, and DD Management Services LLC, as borrowers, the DIP Notes Agent and the DIP Note Purchasers, the terms of which shall be reasonably satisfactory to the Administrative Agent.

“DIP Notes Liens” means those Liens granted to the DIP Notes Agent pursuant to the DIP Notes Facility to secure the DIP Notes Claims.

“DIP Notes Termination Date” has the meaning given to “Termination Date” in the DIP Notes Facility.

“DIP Revolving Priority Collateral” has the meaning given to “Revolving Priority Collateral” in the Intercreditor Agreement.

“DIP Superpriority Claim” means the allowed superpriority administrative expense claim granted to the Secured Parties in each of the Cases and any Successor Cases pursuant to Section 364(c)(1) of the Bankruptcy Code for all of the Obligations with priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in any of these Cases and any Successor Cases, at any time existing or arising, of any kind or nature whatsoever, including administrative expenses of the kinds specified in or ordered pursuant to Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 507(a), 507(b) (except as set forth in the Orders), 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114 of the Bankruptcy Code, and any other provision of the Bankruptcy Code, which shall at

all times be senior to the rights of the Debtors and their estates, and any successor trustee or other estate representative; provided, however, that the DIP Superpriority Claim shall attach to the proceeds of Avoidance Actions; provided, further, that the DIP Superpriority Claim shall be subject to Permitted Liens and the Carve-Out.

“Disqualified Capital Stock” means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (i) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, on or prior to **ninety-one (91)** days following the Maturity Date at the time such Capital Stock is issued, (ii) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (a) debt securities or (b) any Capital Stock that would constitute Disqualified Capital Stock, in each case at any time on or prior to **ninety-one (91)** days following the Maturity Date at the time such Capital Stock is issued, (iii) contains any mandatory repurchase obligation which may come into effect prior to the Maturity Date or (iv) provides for the scheduled payments of dividends in Cash on or prior to **ninety-one (91)** days following the Maturity Date at the time such Capital Stock is issued; provided that any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of a change in control, IPO or an asset sale occurring prior to **ninety-one (91)** days following the Maturity Date at the time such Capital Stock is issued shall not constitute Disqualified Capital Stock if such Capital Stock provides that the issuer thereof will not redeem any such Capital Stock pursuant to such provisions prior to the Maturity Date.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued to any plan for the benefit of directors, officers, employees, members of management or consultants or by any such plan to such directors, officers, employees, members of management or consultants, in each case in the ordinary course of business of Rockport Group or any Subsidiary, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations and (B) no Capital Stock held by any future, present or former employee, director, officer, member of management or consultant (or their respective Affiliates or Immediate Family Members) of any Borrower (or any Parent Company or any Subsidiary) shall be considered Disqualified Capital Stock because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

“Document” has the meaning set forth in Article 9 of the UCC, or “document of title” as set forth in the PPSA, as applicable.

“Dollar Equivalent” means, on any date of determination, (a) with respect to any amount expressed in Euros, Sterling, Canadian Dollars, Yen or any other currency other than Dollars, the amount of Dollars that would be required to purchase the amount of such currency based upon the Spot Selling Rate as of such date of determination and (b) with respect to any amount expressed in Dollars, such amount.

“Dollars” or **“\$”** refers to lawful money of the United States of America.

“Domestic Cases” has the meaning assigned to such term in the recitals to this Agreement.

"Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

"Drydock" means Drydock Footwear, LLC, a Delaware limited liability company.

"Eligible Assignee" means (a) a Lender, (b) a commercial bank, insurance company, finance company, financial institution, any fund that invests in loans or any other "accredited investor" (as defined in Regulation D of the Securities Act), (c) any Affiliate of a Lender or (d) an Approved Fund of a Lender; provided that in any event, "Eligible Assignee" shall not include (i) any natural person, (ii) any Defaulting Lender, (iii) [reserved], or (iv) (A) Holdings, Rockport Group or its Subsidiaries or (B) the Investors or any of their readily identifiable (on the basis of such Affiliate or Debt Investment Fund's name or as designated in writing by the Borrower Representative from time to time) Affiliates or Debt Investment Funds.

"Eligible Credit Card Receivables" means as of any date of determination, Credit Card Receivables due to a Loan Party which have been earned by performance by such Loan Party, that are not excluded as ineligible by virtue of one or more of the criteria set forth below. None of the following shall be deemed to be Eligible Credit Card Receivables:

(a) Credit Card Receivables which do not constitute a "payment intangible" (as defined in the UCC) or an "intangible" (as defined in the PPSA) under which the Account Debtor's principal obligation is a monetary obligation, or an "Account";

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

(c) Credit Card Receivables due from credit card processors with respect to which a Loan Party does not have good, valid and marketable title thereto, free and clear of any Lien (other than Liens granted to the Collateral Agent for its own benefit and the benefit of the other Secured Parties pursuant to the Collateral Documents, Permitted Encumbrances that do not have priority or Permitted Encumbrances having priority by applicable law, without limiting the ability of the Administrative Agent to change, establish or eliminate any Reserves in its Permitted Discretion on account of any such Permitted Encumbrances);

(d) Credit Card Receivables due from credit card processors that are not subject to a first priority (except as provided in clause (c), above) security interest or Lien in favor of the Collateral Agent for its own benefit and the benefit of the other Secured Parties;

(e) Credit Card Receivables due from credit card processors which are disputed, or with respect to which a claim, counterclaim, offset or chargeback (other than chargebacks in the ordinary course by the credit card processors) has been asserted, by the related credit card processor (but only to the extent of such dispute, counterclaim, offset or chargeback);

(f) except as otherwise approved by the Administrative Agent, Credit Card Receivables due from credit card processors as to which the credit card processor has the right under certain circumstances to require a Loan Party to repurchase the Credit Card Receivables from such credit card processor;

(g) [reserved];

(h) which is not earned or does not represent the bona fide amount due to a Borrower from a credit card processor and/or credit card issuer that originated in the ordinary course of business of such Borrower;

(i) in which the payee of such Credit Card Accounts Receivable is a Person other than a Loan Party;

(j) with respect to which the applicable credit card issuer or credit card processor has (i) applied for, suffered, or consented to the appointment of any receiver, interim receiver, custodian, trustee, monitor, administrator, sequestrator or liquidator of its assets, (ii) has had possession of all or a material part of its property taken by any receiver, interim receiver, custodian, trustee, monitor, administrator, sequestrator or liquidator, (iii) filed, or had filed against it, any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any state, provincial, territorial or federal bankruptcy laws, (iv) has admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent or (vi) ceased operation of its business;

(k) with respect to which any covenant, representation, or warranty contained in this Agreement or in the Pledge and Security Agreement relating to such Credit Card Accounts Receivable has been breached or is not true in all material respects;

(l) which is evidenced by "chattel paper" or an "instrument" of any kind unless such "chattel paper" or "instrument" is in the possession of the Administrative Agent, and to the extent necessary, endorsed to the Administrative Agent;

(m) which the Administrative Agent in its Permitted Discretion determines may not be paid by reason of the applicable credit card processor's or credit card issuer's inability to pay or which the Administrative Agent in its Permitted Discretion otherwise determines is unacceptable for any reason whatsoever; provided that this clause (m) shall not exclude Credit Card Receivables from Visa, MasterCard, American Express or Discover;

(n) which represents a deposit of partial payment in connection with the purchase of Inventory of a Borrower; or

(o) for which the Administrative Agent has not received a Credit Card Acknowledgment; provided that each Loan Party shall only be required to use commercially reasonable efforts to have such Loan Party's credit card issuers and/or credit card processors execute a Credit Card Acknowledgment;

"Eligible Inventory" means, at any time, all Inventory of the Loan Parties; provided that Eligible Inventory shall not include any Inventory (without duplication of any Reserves established in accordance with Section 2.24):

(a) which is not subject to a first priority perfected Lien in favor of the Administrative Agent (other than a Landlord Lien as to which a Landlord Lien Reserve applies) and other than Permitted Encumbrances (without limiting the ability of the Administrative Agent to change, establish or eliminate any Reserves in its Permitted Discretion in respect of such Permitted Liens) and, in the case of any Inventory located in any province or territory of Canada, with respect to which the Administrative Agent has not received a perfection opinion satisfactory to the Administrative Agent;

(b) which is unmerchantable, damaged, defective, obsolete, slow-moving, unfit for sale, raw materials, work in process, returned or rejected goods or custom orders;

(c) which does not conform in all material respects to the representations and warranties in respect of Inventory contained in this Agreement or the Pledge and Security Agreement;

(d) which is not owned only by one or more Loan Parties;

(e) which constitutes packaging, spare parts or supplies dedicated for internal use in the Loan Parties' business or bill-and-hold goods;

(f) which is not located in the U.S. or Canada or is in transit with a common carrier from vendors or suppliers; provided that Inventory in transit between locations of any Loan Party may be included as Eligible Inventory; provided, further, that, up to \$20,000,000 of Inventory in transit from vendors or suppliers may be included as Eligible Inventory despite the foregoing provision of this clause (f) so long as

(i) upon the reasonable request of the Administrative Agent, the Administrative Agent shall have received a true and correct copy of the bill of lading and other shipping documents for such Inventory,

(ii) the Administrative Agent shall have received the evidence of satisfactory casualty insurance naming the Administrative Agent as loss payee and otherwise covering such risks as the Administrative Agent may reasonably request,

(iii) if the bill of lading is non-negotiable the inventory must be in transit within the United States and the Administrative Agent shall have received, a duly executed Collateral Access Agreement from the applicable common carrier or freight forwarder for such Inventory,

(iv) if the bill of lading is negotiable, the inventory must be in transit from outside the United States and the Administrative Agent shall have received confirmation that the bill is issued in the name of the applicable Loan Party and consigned to the order of the Administrative Agent, and an acceptable agreement has been executed with the applicable Loan Party's customs broker, in which the customs broker agrees that it holds the negotiable bill as agent for the Administrative Agent and has granted the Administrative Agent access to the Inventory,

(v) the common carrier is not an Affiliate of the applicable vendor or supplier, and

(vi) the customs broker is not an Affiliate of Holdings or any of its Subsidiaries;

(g) which is located at any Specified Location leased by a Loan Party (other than retail stores in Canada), unless (i) the lessor has delivered to the Administrative Agent a Collateral Access Agreement as to such location or (ii) a Landlord Lien Reserve with respect to such location has been established in accordance with Section 2.24;

(h) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor) at a Specified Location and is not evidenced by a Document, unless (i)

such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may reasonably require or (ii) a Landlord Lien Reserve has been established in accordance with Section 2.24);

(i) which is being processed offsite by a third party at a third party location or outside processor;

(j) which is the subject of a consignment by any Loan Party as consignor or consignee;

(k) it is the subject of a bill of lading or other document of title (other than Inventory that is in transit from vendors or suppliers);

(l) which contains or bears any company-specific labels, branded ticks, or intellectual property rights licensed to any Loan Party pursuant to a license with any Person other than a Loan Party unless the Administrative Agent may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor, or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement relating thereto;

(m) which is not reflected in a current perpetual inventory report of any Borrower and its Subsidiaries; or

(n) [reserved].

“Eligible Trade Accounts Receivable” means, at any time, all Accounts, other than Credit Card Receivables, due to any Loan Party arising from the sale of goods of the Loan Parties or the provision of services by one or more Loan Parties in the ordinary course of business; provided that Eligible Trade Accounts Receivable shall not include any Account (without duplication of any Reserves established in accordance with Section 2.24):

(a) which is not subject to a first priority perfected security interest and Lien in favor of the Administrative Agent (other than Permitted Encumbrances that do not have priority over Liens created under the Collateral Documents or Permitted Encumbrances having such priority by applicable law, without limiting the ability of the Administrative Agent to change, establish or eliminate any Reserves in its Permitted Discretion on account of any such Permitted Encumbrances);

(b) with respect to which more than **one hundred twenty (120)** days have elapsed from the original invoice date thereof or which is more than **sixty (60)** days past due after the original due date;

(c) which is owing by an Account Debtor for which **50.0%** or more of the Accounts owing from such Account Debtor and its Affiliates are ineligible pursuant to clause (b) above;

(d) which is owing by an Account Debtor to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to the Loan Parties exceeds **20.0%** (or such higher percentage as the Administrative Agent may have established from time to time in its Permitted Discretion) of the aggregate Eligible Trade Accounts Receivable (or, solely with respect to Accounts owing to Canadian Loan Parties by Hudson’s Bay Company in Canada, (i) on or prior to the first anniversary of the Closing Date, **40.0%** or (ii) at all times after the first anniversary of the Closing Date, **30.0%** or, in each case, such higher percentage as the Administrative Agent may have established from

time to time in its Permitted Discretion) of the aggregate Eligible Trade Accounts Receivable of the Canadian Loan Parties;

(e) which does not conform in all material respects to the representations and warranties in respect of Accounts contained in this Agreement or in the Pledge and Security Agreement;

(f) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) represents a progress billing, (iii) is contingent upon the Loan Parties' completion of any further performance, (iv) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, Cash-on-delivery or any other repurchase or return basis, (v) relates to payments of interest, fees or late charges, (vi) is not invoiced or evidenced by other documentation reasonably satisfactory to the Administrative Agent (in its Permitted Discretion) which has been sent to the Account Debtor or which is a duplicate invoice or (vii) relates to a sale to a Person for personal, family or household purposes;

(g) for which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor (except to the extent the applicable Loan Party has shipped such goods in accordance with the written instructions of such Account Debtor and such Account Debtor has agreed in writing that such shipment constitutes delivery of such goods by such Loan Party, in each case, in form and substance reasonably satisfactory to the Administrative Agent) or (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor;

(h) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee or liquidator of its assets, (ii) had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator, (iii) filed, or had filed against it, any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any Debtor Relief laws, (iv) admitted in writing its inability, or is generally unable to, pay its debts as they become due, (v) become insolvent, or (vi) ceased operation of its business, unless, in the case of clauses (h)(iii) through (h)(vi) above, such Account Debtor has caused the issuance of a letter of credit in favor of the applicable Loan Party fully securing the payment of such Account, which letter of credit is reasonably satisfactory to the Administrative Agent;

(i) which is owed by any Account Debtor which has sold all or substantially all of its assets, unless such Account Debtor has caused the issuance of a letter of credit in favor of the applicable Loan Party fully securing the payment of such Account, which letter of credit is reasonably satisfactory to the Administrative Agent;

(j) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or Canada or (ii) is not organized under applicable law of the U.S. or Canada or any state or province or territory thereof unless, in any case, such Account is (x) backed by a letter of credit reasonably acceptable to the Administrative Agent which is in the possession of, has been assigned to and is directly drawable by the Administrative Agent or (y) covered by credit insurance reasonably acceptable to the Administrative Agent; provided that up to **\$5,000,000** of such Accounts backed by a letter of credit reasonably acceptable to the Administrative Agent may be included as Eligible Trade Accounts Receivable despite the requirement of clause (x) above;

(k) which is owed in any currency other than U.S. Dollars or Canadian Dollars;

(l) Accounts in an aggregate amount exceeding **\$1,000,000** which are owed by (i) the government (or any department, agency, public corporation or instrumentality thereof) of any

country other than the U.S. or Canada unless such Account is (x) backed by a letter of credit reasonably acceptable to the Administrative Agent and, if requested by the Administrative Agent, which is in the possession of the Administrative Agent or (y) covered by credit insurance reasonably acceptable to the Administrative Agent, or (ii) the government of the U.S., or any department, agency, public corporation or instrumentality thereof, unless the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 *et seq.* and 41 U.S.C. § 15 *et seq.*) has been complied with, or (iii) the government of Canada or any department, agency crown corporation or instrumentality thereof unless the Financial Administration Act (Canada) or any similar applicable law has been complied with;

(m) which is owed by any Affiliate, employee, officer, director, agent or stockholder of any Loan Party;

(n) which is owed by an Account Debtor or any Affiliate of such Account Debtor to which any Loan Party is indebted, including for exclusivity contract payments (but only to the extent of such indebtedness) or is subject to any security, deposit, progress payment, retainage or other similar advance made by or for the benefit of an Account Debtor, in each case only to the extent thereof;

(o) which is subject to any chargeback, counterclaim, deduction, defense, setoff or dispute notice of which is provided to any Borrower or any of its Subsidiaries but only to the extent of any such counterclaim, deduction, defense, setoff or dispute; provided that no Account that otherwise constitutes an Eligible Trade Accounts Receivable shall be rendered ineligible by virtue of this clause (o) to the extent, but only to the extent, that the Account Debtor's right of setoff is limited by an enforceable agreement that is reasonably satisfactory to the Administrative Agent;

(p) which is evidenced by any promissory note, chattel paper or instrument;

(q) which does not comply in all material respects with the requirements of all applicable laws and regulations, whether federal, state, provincial, territorial or local;

(r) which the Administrative Agent determines in its Permitted Discretion may not be paid by reason of the Account Debtor's inability to pay; or

(s) [reserved].

"Environmental Claim" means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (b) in connection with any Hazardous Material or any actual or alleged Hazardous Materials Activity; or (c) in connection with any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

"Environmental Laws" means any and all current or future foreign or domestic, federal, provincial, territorial or state (or any subdivision of either of them), statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations, or any other applicable requirements of Governmental Authorities and the common law relating to (a) environmental matters, including those relating to any Hazardous Materials Activity; or (b) the generation, use, storage, transportation or disposal of or exposure to Hazardous Materials, in any manner applicable to any Borrower or any of its Subsidiaries or any Facility.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower or any

Subsidiary 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.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

“ERISA Affiliate” means, as applied to any Person, (a) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which that Person is a member; and (b) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Code of which that Person is a member.

“ERISA Event” means (a) a “reportable event” within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any U.S. Pension Plan (excluding those for which the 30-day notice period has been waived); (b) the failure to meet the minimum funding standard of Section 412 of the Code with respect to any U.S. Pension Plan; (c) the provision by the administrator of any U.S. Pension Plan pursuant to Section 4041(a)(2) or Section 302 of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the withdrawal by any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates from any U.S. Pension Plan with two or more contributing sponsors or the termination of any such U.S. Pension Plan resulting in liability to any Borrower, any of its Subsidiaries or any of their respective Affiliates pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any U.S. Pension Plan, or the appointment of a trustee to administer any U.S. Pension Plan; (f) the imposition of liability on any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) of any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates from any Multiemployer Plan if there is any liability therefor under Title IV of ERISA, or the receipt by any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; or (h) the occurrence of an act or omission which could reasonably be expected to give rise to the imposition on any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates of fines, penalties, excise taxes or related charges under Chapter 43 of the Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any U.S. Pension Plan; or (i) the incurrence of liability or the imposition of a Lien pursuant to Section 436 or 430(k) of the Code or pursuant to ERISA with respect to any Pension Plan, other than for PBGC premiums due but not delinquent.

“Event of Default” has the meaning assigned to such term in Article 7.

“Excess Availability” means, at any time, an amount equal to (a) the Line Cap, *minus* (b) the Total Revolving Exposure at such time.

“Exchange Act” means the Securities Exchange Act of 1934 and the rules and regulations of the SEC promulgated thereunder.

“Excluded Accounts” means accounts (a) established (or otherwise maintained) by the Loan Parties that do not have cash balances at any time exceeding **\$1,000,000** in the aggregate for all such

accounts, (b) solely containing Cash allocated as proceeds of the sale of Note Collateral pursuant to the Intercreditor Agreement, (c) any Trust Fund Account, (d) used by the Loan Parties exclusively for disbursements and payments in the ordinary course of business that are zero balance accounts, (e) payroll and other employee wage and benefit accounts, tax accounts (including sales tax accounts), escrow accounts, fiduciary or trust accounts or (f) that are located outside of the United States or Canada and solely containing Cash or proceeds from sales to foreign customers.

“Excluded Subsidiary” means (a) any Domestic Subsidiary that is not a Wholly Owned Subsidiary, (b) [reserved], (c) any Domestic Subsidiary that is prohibited by law, regulation or contractual obligations from providing a Loan Guaranty or that would require a governmental (including regulatory) consent, approval, license or authorization to provide such Loan Guaranty, (d) any not-for-profit Subsidiary, (e) any Captive Insurance Subsidiaries, (f) any special purpose entities used for securitization facilities, (g) any Foreign Subsidiary Holdco, (h) any direct or indirect Domestic Subsidiary of a Foreign Subsidiary or Foreign Subsidiary Holdco, (i) any Foreign Subsidiary (other than the Canadian Borrower, any other Canadian Loan Party or any Subsidiary that owns any Capital Stock of the Canadian Borrower) and (j) any other Domestic Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower Representative, the burden or cost (including material adverse tax consequences, as reasonably determined by the Borrower Representative in good faith in consultation with the Administrative Agent) of providing a Loan Guaranty or a Lien to secure such Loan Guaranty shall outweigh the benefits to be afforded thereby.

“Excluded Swap Obligation” means, with respect to any Loan Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Loan Guaranty of such Loan Guarantor of, or the grant by such Loan Guarantor of a security interest under the Loan Documents to secure, such Swap Obligation (or any Loan Guaranty thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Loan Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Loan Guaranty of such Loan Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Loan Guaranty or security interest is or becomes illegal.

“Excluded Taxes” means, with respect to Administrative Agent, any Lender, any Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of any Borrower or any other Loan Party hereunder, (a) Taxes imposed on (or measured by) its net income (however denominated), franchise Taxes, and branch profits taxes, in each case, (i) by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (ii) that are Other Connection Taxes, (b) in the case of a Lender, any U.S. or Canadian federal withholding tax that is imposed on amounts payable to such Lender pursuant to a law in effect on the date on which such Lender becomes a party to this Agreement or designates a new lending office (other than pursuant to an assignment request by the Borrower Representative under Section 2.19(b)), except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from any Borrower or any other Loan Party with respect to such withholding tax pursuant to Section 2.17(a), (c) any Tax imposed as a result of a Lender’s failure to comply with Section 2.17(f), (d) any U.S. federal withholding tax under FATCA, (e) any Taxes arising as a result of any Lender or Issuing Bank not dealing at arm’s length (within the meaning of the Income Tax Act (Canada)) with any Canadian Borrower and (f) any Taxes as a result of the Lender or Issuing Bank being a “specified shareholder” (within the meaning of subsection 18(5) of the Income Tax Act (Canada) of the Canadian Borrower or not dealing at arm’s length with such specified shareholder of the Canadian Borrower.

“Existing Administrative Agent” means Citizens Business Capital, as administrative agent pursuant to the Existing Credit Agreement, and any successor thereto.

“Existing Credit Agreement” has the meaning set forth in the preamble hereto.

“Existing Credit Agreement Collateral Account” means a funded escrow account in the sum of \$250,000 established under the Orders to secure any contingent indemnification obligations under the Existing Credit Agreement.

“Existing Credit Extensions” means all outstanding amounts of the “Credit Extensions” provided under the Existing Credit Agreement as of the Petition Date.

“Existing Lenders” means the lenders under the Existing Credit Agreement.

“Existing Letters of Credit” means the letters of credit outstanding on the DIP Closing Date issued under the Existing Credit Agreement and described on Schedule 1.01(b) hereto.

“Existing Liens” has the meaning set forth in the preamble hereto.

“Existing Note Purchase Agreement” means that certain Note Purchase Agreement, dated as of the Closing Date, among, *inter alia*, Rockport Group and the financial institutions and other persons party thereto from time to time, as purchasers.

“Existing Note Obligations” means the “Note Obligations” as set forth in the Intercreditor Agreement.

“Existing Note Secured Parties” means the “Note Secured Parties” as set forth in the Intercreditor Agreement.

“Existing Notes Collateral Agent” means Cortland Capital Market Services, LLC, as collateral agent for the Existing Note Secured Parties.

“Existing Obligations” means all outstanding “Obligations” (as defined in the Existing Credit Agreement) provided under the Existing Credit Agreement as of the Petition Date.

“Existing Revolving Liens” has the meaning set forth in the preamble hereto.

“Facility” means any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or, except with respect to Articles 5 and 6, heretofore owned, leased, operated or used by any Borrower or any of its Subsidiaries or any of their respective predecessors or Affiliates.

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

“Federal Funds Effective Rate” means, for any day, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations

for such day for such transactions received by Administrative Agent from three Federal funds brokers of recognized standing selected by it.

“Final Order” means an order or judgment as entered on the docket of the Bankruptcy Court with respect to the Domestic Cases substantially in the form of the Interim Order, with only such modifications as are satisfactory in form and substance to the Administrative Agent, which order shall (x) have been entered on such prior notice to such parties as may be satisfactory to the Administrative Agent and (y) not have been vacated, reversed, modified, amended or stayed.

“Final Order Recognition Order” means the order or judgment of the CCAA Court acceptable to the Lenders and Administrative Agent, *inter alia*, recognizing and giving effect to the Final Order, which order shall not have been vacated, reversed, modified, amended or stayed.

“Fee Letter” means that certain Fee Letter, dated as of the DIP Closing Date, by and among, *inter alia*, Rockport Group and the Administrative Agent.

“Financial Officer” of any Person means the chief financial officer, the treasurer, any assistant treasurer, any vice president of finance or the controller of such Person or any officer with substantially equivalent responsibilities.

“Financial Officer Certification” means, with respect to the financial statements for which such certification is required, the certification of a Financial Officer of the Borrower Representative that such financial statements fairly present, in all material respects, in accordance with GAAP, the financial condition of the Borrower Representative and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

“First Priority” means, with respect to any Lien purported to be created in any Collateral pursuant to any Collateral Document, that, subject to the Intercreditor Agreement, such Lien is senior in priority to any other Lien to which such Collateral is subject, other than any Permitted Lien.

“Fiscal Month” means a calendar month.

“Fiscal Quarter” means a fiscal quarter of any Fiscal Year.

“Fiscal Year” means the fiscal year of Holdings ending on December 31 of each calendar year.

“Flood Hazard Property” means any Real Estate Asset subject to a Mortgage and located in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards.

“Foreign Lender” means a Lender that is not a “United States person” within the meaning of Section 7701(a)(30) of the Code.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“Foreign Subsidiary Holdco” means any Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia substantially all of the assets of which consist of Capital Stock or indebtedness of one or more Foreign Subsidiaries.

“Funding Account” has the meaning assigned to such term in Section 2.03(vi).

“GAAP” means generally accepted accounting principles in the United States of America in effect and applicable to the accounting period in respect of which reference to GAAP is being made, subject to the provisions of Section 1.04.

“GoldPoint Entities” means NYLCAP Mezzanine Partners III, LP, NYLCAP Mezzanine Partners III Parallel Fund, LP and NYLCAP Mezzanine Partners III 2012 Co-Invest, LP.

“Governmental Authority” means any federal, state, provincial, territorial, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state or locality of the United States, the United States, Canada or a foreign government.

“Governmental Authorization” means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

“Granting Lender” has the meaning assigned to such term in Section 9.05(e).

“Guarantee” of or by any Person (the **“Guarantor”**) means any obligation, contingent or otherwise, of the Guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the **“Primary Obligor”**) in any manner, whether directly or indirectly, and including any obligation of the Guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness or other monetary obligation, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation, (e) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (f) secured by any Lien on any assets of such Guarantor securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or monetary other obligation is assumed by such Guarantor (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term **“Guarantee”** shall not include endorsements for collection or deposit in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the DIP Closing Date or entered into in connection with any disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). 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.

“Guaranteed Obligations” has the meaning assigned to such term in Section 10.01.

“Guarantor” has the meaning set forth in the definition of **“Guarantee.”**

“Guarantor Percentage” has the meaning assigned to such term in Section 10.11.

“Hazardous Materials” means any chemical, material, substance or waste, or any constituent thereof, exposure to which is prohibited, limited or regulated by any Environmental Law or any Governmental Authority or which poses a hazard to the indoor or outdoor environment.

“Hazardous Materials Activity” means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Material, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Material, and any corrective action or response action with respect to any of the foregoing.

“Hedge Agreement” means any agreement with respect to any Derivative Transaction between any Borrower or any Subsidiary and any other Person.

“Hedging Obligations” means, with respect to any Person, the obligations of such Person under any Hedge Agreement.

“Holdings” has the meaning assigned to such term in the preamble to this Agreement and shall include any permitted successor and assign thereof and thereto under Section 6.16.

“IFRS” means international accounting standards within the meaning of the IAS Regulation 1606/2002, as in effect from time to time (subject to the provisions of Section 1.04), to the extent applicable to the relevant financial statements.

“Immediate Family Member” means with respect to any individual, such individual’s child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, domestic partner, former domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals (or such individual’s estate, executor, administrator, heirs or legatees) or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

“Indebtedness”, as applied to any Person, means, without duplication, (a) all indebtedness for borrowed money; (b) that portion of obligations with respect to Capital Leases that is properly classified as a liability on a balance sheet in conformity with GAAP; (c) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet prepared in accordance with GAAP; (d) any obligation owed for all or any part of the deferred purchase price of property or services (excluding (w) any earn out obligation or purchase price adjustment until such obligation becomes a liability on the balance sheet in accordance with GAAP, (x) other than for purposes of Section 7.01, any such obligations incurred under ERISA, (y) accrued expenses and trade accounts payable in the ordinary course of business (including on an inter-company basis) and (z) liabilities associated with customer prepayments and deposits), which purchase price is (i) due more than **six (6) months** from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument; (e) all Indebtedness of others secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person; (f) the face amount of any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings; (g) the Guarantee by such Person of the Indebtedness of another; (h) all obligations of such Person in respect of any Disqualified Capital Stock; and (i) all net obligations of such Person in respect of any Derivative Transaction, including any Hedge Agreement, whether or not entered into for hedging or speculative purposes; provided that the amount of Indebtedness of any Person

for purposes of clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith. 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, except to the extent such Person's liability for such Indebtedness is otherwise limited; provided that notwithstanding anything herein to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of Accounting Standards Codification Topic 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed an incurrence of Indebtedness hereunder.

"Indemnified Taxes" means Taxes other than Excluded Taxes and Other Taxes.

"Indemnitee" has the meaning set forth in Section 9.03(b).

"Information" has the meaning set forth in Section 3.11(a).

"Information Officer" means Richter Advisory Group Inc., in its capacity as CCAA Court-appointed Information Officer of the Debtors and not in its corporate or personal capacity.

"Initial Recognition Order" means the order or judgment of the CCAA Court, substantially in the form of Exhibit N hereto and otherwise acceptable to the Lenders and Administrative Agent, inter alia, recognizing the Domestic Cases as a "foreign main proceeding" under the CCAA and granting related relief, which order shall not have been vacated, reversed, modified, amended or stayed.

"Intercreditor Agreement" means the Intercreditor Agreement, dated as of the Closing Date, among the Existing Administrative Agent, as agent for the "Revolving Credit Agreement Lenders" referred to therein, Existing Notes Collateral Agent, Holdings, Rockport Group and the Subsidiaries of Rockport Group from time to time party thereto, as amended and ratified pursuant to and in accordance with the Orders.

"Interest Election Request" means a request by the Borrower Representative in the form of Exhibit I hereto or such other form reasonably acceptable to the Administrative Agent to convert or continue a Borrowing in accordance with Section 2.08.

"Interest Payment Date" means (a) with respect to any ABR Loan or any Obligation that bears interest at the Canadian Prime Rate, the last Business Day of each month and the Maturity Date, (b) with respect to any BA Rate Loan, the last day of each BA Period applicable to such Loan, and (c) with respect to any LIBO Rate Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part.

"Interest Period" means with respect to any LIBO Rate Borrowing or BA Rate Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is **one (1) month** thereafter, as the Borrower Representative may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall

end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

“Interim Order” means the order or judgment of the Bankruptcy Court as entered on the docket of the Bankruptcy Court with respect to the Domestic Cases substantially in the form of Exhibit L hereto and otherwise acceptable to the Lenders and Administrative Agent, approving, ratifying and amending, *inter alia*, this Agreement and the other Loan Documents, and (a) authorizing the incurrence by the Loan Parties of interim secured indebtedness in accordance with this Agreement, (b) approving the indefeasible repayment of the Existing Obligations as described herein, (c) approving the payment by the Loan Parties of the fees and other amounts contemplated by this Agreement, and (d) providing adequate protection to the Existing Note Secured Parties in a manner satisfactory to the Required Lenders, which order shall not have been vacated, reversed, modified, amended or stayed.

“Interim Order Date” has the meaning set forth in the preamble hereto.

“Interim Order Period” means the period of time from the time at which the Bankruptcy Court enters the Interim Order until the time at which the Bankruptcy Court enters the Final Order.

“Inventory” has the meaning assigned to such term in the Pledge and Security Agreement.

“Inventory Component” means (i) 90.0% of the NOLV Percentage of Eligible Inventory (net of Reserves with respect to Inventory not already reflected in the determination of the NOLV Percentage) multiplied by (ii) the Value of such Inventory.

“Investment” means (a) any purchase or other acquisition by Rockport Group or any of its Subsidiaries of, or of a beneficial interest in, any of the Securities of any other Person (other than Rockport Group or a Subsidiary Guarantor), (b) the acquisition by purchase or otherwise (other than purchases or other acquisitions of inventory, materials, supplies and/or equipment in the ordinary course of business) of all or a substantial portion of the business, property or fixed assets of any Person or any division or line of business or other business unit of any Person and (c) any loan, advance (other than (i) advances to current or former employees, officers, directors, members of management or consultants of Rockport Group or its Subsidiaries or any Parent Company for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business and (ii) advances made on an intercompany basis in the ordinary course of business for the purchase of inventory) or capital contribution by Rockport Group or any of its Subsidiaries to any other Person (other than Rockport Group or any Subsidiary Guarantor). Subject to Section 5.10, the amount of any Investment shall be the original cost of such Investment, *plus* the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment, but giving effect to any repayments of principal in the case of Investments in the form of loans and any return of capital or return on Investment in the case of equity Investments (whether as a distribution, dividend, redemption or sale but not in excess of the amount of the initial Investment).

“Investors” means (i) the Sponsor, (ii) the Management Investors, (iii) certain of the existing shareholders of Holdings identified to the Administrative Agent in writing on the Closing Date and (iv) certain other investors identified to the Administrative Agent in writing on the Closing Date.

“IP Rights” has the meaning assigned to such term in Section 3.05(c).

“IP Transfer Agreement” means that certain IP Transfer Agreement, dated as of the Closing Date, by and among New Balance, New Balance Licensing and Rockport.

“IPO” means the issuance and sale by Rockport Group or any Parent Company of its common Capital Stock in an underwritten primary public offering (other than a public offering pursuant to a registration statement on Form S-8) pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act (whether alone or in connection with a secondary public offering) pursuant to which Net Proceeds are received by or contributed to Rockport Group.

“Issuing Bank” means as the context may require, (a) Citizens Bank, N.A. and (b) any other Lender that, at the request of the Borrower Representative and with the consent of the Administrative Agent (not to be unreasonably withheld), agrees to become an Issuing Bank. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of such Issuing Bank, in which case the term “Issuing Bank” shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate.

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

“Joinder Agreement” means a joinder agreement substantially in the form attached to the Existing Credit Agreement as Exhibit E and otherwise in form and substance reasonably satisfactory to the Administrative Agent.

“Junior Indebtedness” means any Subordinated Indebtedness or Indebtedness secured by Liens junior to the Liens of the Administrative Agent with respect to the Collateral with an individual outstanding principal amount in excess of the Threshold Amount.

“Landlord Lien” means any Lien of a landlord on any Loan Party’s property, granted by statute or otherwise.

“Landlord Lien Reserve” means an amount equal to up to **three (3)** month’s rent for all of the Loan Parties’ leased locations or the amount that may be payable for up to **three (3)** months to any third party warehouse or other storage facilities where Eligible Inventory is located with an aggregate Value of **\$400,000** or greater in each Landlord Lien State for leased locations or warehouses or other storage facilities (any such location, a **“Specified Location”**), in each case, other than any such Specified Location with respect to which the Administrative Agent shall have received a Collateral Access Agreement in form reasonably satisfactory to the Administrative Agent (it being understood that upon receipt of any such Collateral Access Agreement with respect to any such Specified Location, any Landlord Lien Reserve with respect thereto shall be released).

“Landlord Lien State” means Washington, Virginia, Pennsylvania, each province or territory of Canada, and any other state, province or territory in which, at any time, a landlord’s claim for rent or the claims of the owner of a warehouse or other storage facility for rent, fees or other charges has priority by operation of law over the Lien of the Administrative Agent in any of the Collateral consisting of Eligible Inventory and, with respect to leased locations, as notified by the Administrative Agent to the Borrower Representative in writing.

“LC Collateral Account” has the meaning assigned to such term in Section 2.06(j)(i).

“LC Disbursement” means a payment made by an Issuing Bank pursuant to a drawing on a Letter of Credit.

“LC Exposure” means, at any time of determination, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time, *plus* (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of any Borrower or any other Loan

Party at such time, *minus* (c) the amount then on deposit in the LC Collateral Account. The LC Exposure of any Lender at any time shall be its Applicable Percentage of the total LC Exposure at such time.

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

"Letter of Credit" means any Standby Letter of Credit or Commercial Letter of Credit and each Existing Letter of Credit issued pursuant to this Agreement.

"Letter of Credit Request" has the meaning assigned to such term in Section 2.06(b).

"LIBO Rate" means, with respect to any Interest Period when used in reference to any Loan or Borrowing, (a) the rate of interest (rounded upwards, if necessary, to the nearest 1/100th) appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute page of such service, or any successor to such service as determined by Administrative Agent) as the London interbank offered rate for deposits in U.S. Dollars for a term comparable to such Interest Period, at approximately **11:00 a.m.** (London time) on the date which is **two (2)** Business Days prior to the commencement of such Interest Period (but if more than one rate is specified on such page, the rate will be an arithmetic average of all such rates), and (b) if such rate is not available at such time for any reason, then the "LIBO Rate" for such Interest Period shall be the interest rate per annum reasonably determined by the Administrative Agent in good faith to be the rate per annum at which deposits in Dollars for delivery on the first day of such Interest Period in immediately available funds in the approximate amount of the LIBO Rate Loan being made, continued or converted by the Administrative Agent and with a term equivalent to such Interest Period would be offered to the Administrative Agent by major banks in the London or other offshore interbank market for Dollars at their request at approximately **11:00 a.m.** (London time) **two (2)** Business Days prior to the commencement of such Interest Period, and in each case subject to the reserve percentage prescribed by governmental authorities; provided, that in no event shall the LIBO Rate be less than zero percent (0.00%).

"Lien" means any mortgage, pledge, hypothecation, deed of hypothec, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement 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 Capital Lease having substantially the same economic effect as any of the foregoing, or the filing of any financing statement naming the owner of the asset to which such lien relates as debtor, under the PPSA or any comparable law), in each case, in the nature of security; provided that in no event shall an operating lease in and of itself be deemed a Lien.

"Line Cap" has the meaning assigned to such term in Section 2.01(b).

"Liquidation" means the exercise by the Administrative Agent of the rights and remedies accorded to Administrative Agent under the Loan Documents and applicable law as a creditor of the Loan Parties with respect to the realization on the Collateral, including (after the occurrence and during the continuation of an Event of Default) the conduct by the Loan Parties acting with the consent of the Administrative Agent, of any public, private or going out of business sale or other disposition of the Collateral for the purpose of liquidating the Collateral. Derivations of the word "Liquidation" (such as **"Liquidate"**) are used with like meaning in this Agreement.

“Loan Documents” means this Agreement, any Promissory Note, any Letters of Credit or Letter of Credit applications, the Collateral Documents, the Intercreditor Agreement, the Subordination Agreement, the Fee Letter, the Ratification Agreement and any other document or instrument now or hereafter executed and delivered by any Loan Party in connection herewith. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto.

“Loan Guarantor” means each Loan Party (other than a Borrower with respect to its own Obligations).

“Loan Guaranty” means the guaranty set forth in Article 10 of this Agreement.

“Loan Parties” means Holdings, UK Holdings, any Borrower, each Subsidiary Guarantor and any other Person who becomes a party to this Agreement or any other Loan Document as a Loan Party pursuant to a Joinder Agreement, and their respective successors and assigns.

“Loans” means any Revolving Loans and Protective Advances.

“Local Time” means (a) with respect to a Loan or Borrowing denominated in U.S. Dollars or any Letter of Credit, New York City time, and (b) with respect to a Borrowing denominated in Canadian Dollars, Toronto time.

“Management Agreement” means the management agreement entered into as of the Closing Date between Rockport Group and Adidas.

“Management Investors” means the officers, directors, employees and other members of the management of Holdings and its subsidiaries.

“Margin Stock” has the meaning assigned to such term in Regulation U.

“Master Purchase Agreement” means that certain Master Purchase Agreement, dated as of the Closing Date, by and among Rockport Group, Reebok International Ltd., a Massachusetts corporation, as Seller, and Adidas.

“Material Adverse Effect” means a material adverse effect on (i) the business, assets, financial condition or results of operations, in each case, of Holdings, any Borrower and its Subsidiaries, taken as a whole, (ii) the rights and remedies (taken as a whole) of the Administrative Agent under the applicable Loan Documents or (iii) the ability of any Borrower and the other Loan Parties (taken as a whole) to perform their payment obligations under the Loan Documents. Notwithstanding anything herein to the contrary, the act of filing the Cases shall not itself constitute a Material Adverse Effect.

“Material Real Estate Asset” means any fee-owned Real Estate Asset owned by Rockport Group and its Subsidiaries as of the DIP Closing Date having a fair market value (as reasonably estimated by the Borrower Representative) in excess of **\$2,500,000** as of such date.

“Maturity Date” means the date which is seventy-five (75) calendar days following the Petition Date; provided that if on or before such date, there has been an order issued by the Bankruptcy Court approving the Permitted Sale (the **“Sale Order”**) and the Sale Order has been recognized by an order of the CCAA Court (the **“Sale Order Recognition Order”**), then the Maturity Date shall be the date which is the earlier to occur of (i) twenty-three (23) calendar days following the date on which the Sale Order Recognition Order is issued by the CCAA Court, or (ii) the date on which the parties to the asset purchase

agreement described in Section 4.01(j) have closed the Permitted Sale and agreed to waive any appeal period in respect of the Sale Order Recognition Order.

“Maximum Liability” has the meaning assigned to such term in Section 10.10.

“Maximum Rate” has the meaning assigned to such term in Section 9.19.

“Milestone” and **“Milestones”** have the meaning assigned to such terms in Section 5.18.

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Mortgaged Properties” shall include each fee-owned Material Real Estate Asset and improvements thereto.

“Mortgages” means any mortgage, deed of trust, deed of immovable hypothec or other agreement which conveys or evidences a Lien in favor of the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, on fee-owned Material Real Estate Assets of a Loan Party.

“Multiemployer Plan” means any employee benefit plan which is a “multiemployer plan” as defined in Section 3(37) of ERISA, to which any Borrower or any of its Subsidiaries, or any of their respective ERISA Affiliates, makes or is obligated to make contributions and with respect to which any of them has an ongoing obligation.

“New Balance” means New Balance Athletic Shoe, Inc., a Massachusetts corporation, and its Affiliates.

“New Balance Licensing” means New Balance Licensing, LLC, a Massachusetts limited liability company.

“NOLV Percentage” means, with respect to Inventory of any Person, the net orderly liquidation value of Inventory, expressed as a percentage of Value, net of all reasonable costs and expenses of liquidation thereof, as determined based upon the most recent Inventory appraisal conducted in accordance with this Agreement.

“Non-Consenting Lender” has the meaning assigned to such term in Section 2.19(b).

“Non-Paying Guarantor” has the meaning assigned to such term in Section 10.11.

“Note Collateral” means the “Note Priority Collateral” as set forth in the Intercreditor Agreement.

“Obligated Party” has the meaning assigned to such term in Section 10.02.

“Obligations” means all unpaid principal of and accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, all LC Exposure, all accrued and unpaid fees and all reasonable and documented out-of-pocket (other than, subject to the limitations in Section 5.06(b), in the case of any internally allocated amounts in connection with appraisals and field exams) expenses, reimbursements, indemnities and all other advances to, debts,

liabilities and obligations of the Loan Parties to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents in respect of any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

“**OFAC**” has the meaning assigned to such term in Section 3.20(a).

“**Orders**” means, collectively, the Interim Order, the Final Order, the Initial Recognition Order, the Supplemental Order and the Final Order Recognition Order.

“**Organizational Documents**” means (a) with respect to any corporation, its certificate or articles of incorporation, amalgamation or continuation or organization, as amended, and its by-laws, (b) with respect to any limited partnership, its certificate of limited partnership, and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, (d) with respect to any limited liability company, its articles of organization or certificate of formation, and its operating agreement, (e) with respect to any unlimited liability company, its articles of association and memorandum of association or other operating agreement, and (f) with respect to any other form of entity, such other organizational documents required by local law or customary under such jurisdiction to document the formation and governance principals of such type of equity. In the event any term or condition of this Agreement or any other Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such “Organizational Document” shall only be to a document of a type customarily certified by such governmental official.

“**Other Connection Taxes**” means Taxes imposed on any recipient of any payment to be made by or on account of any obligation of any Borrower or any other Loan Party hereunder as a result of a present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising solely from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or 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 Taxes**” means any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made hereunder or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19).

“**Parent Company**” means (a) Holdings, (b) RGH, (c) TRG 1-P Holdings, LLC and (d) any other Person of which Rockport Group is a direct or indirect Wholly Owned Subsidiary.

“**Participant**” has the meaning assigned to such term in Section 9.05(c).

“**Participant Register**” has the meaning assigned to such term in Section 9.05(c).

“**Paying Guarantor**” has the meaning assigned to such term in Section 10.11.

“**PBGC**” means the Pension Benefit Guaranty Corporation or any successor thereto.

“**Perfection Certificate**” has the meaning assigned to such term in the Pledge and Security Agreement.

"Perfection Certificate Supplement" has the meaning assigned to such term in the Pledge and Security Agreement.

"Permitted Discretion" means a determination made in good faith and in the exercise of reasonable credit judgment (from the perspective of a secured asset-based lender).

"Permitted Encumbrances" means Liens permitted to exist as set forth in Section 6.02(b) through Section 6.02(j) and Sections 6.02(p), 6.02(t), 6.02(w) and 6.02(z)(ii).

"Permitted Holder" means any of the Sponsor, current equity owners of Rockport, Crescent, GoldPoint Entities, any of the other Co-Investors and any Management Investors.

"Permitted Liens" means Liens permitted pursuant to Section 6.02.

"Permitted Prior Liens" means, (x) subject to the Intercreditor Agreement, with respect to the DIP Revolving Priority Collateral, the Existing Revolving Liens of the Existing Administrative Agent securing the Existing Obligations, (y) the Lien of the Existing Administrative Agent on the Existing Credit Agreement Collateral Account, and (z) any other valid, perfected, and non-avoidable Permitted Lien in existence on the Petition Date (other than any Liens in favor of the Existing Notes Collateral Agent securing the Existing Note Obligations and, except as set forth above, the Existing Revolving Liens).

"Permitted Sale" means a sale of substantially all of the assets of the Loan Parties (i) pursuant to the Bidding Procedures or (ii) as otherwise satisfactory to the Required Lenders, in each case, approved by the Bankruptcy Court no later than sixty (60) days after the Petition Date and recognized by the CCAA Court.

"Permitted Variance" has the meaning set forth in Section 5.14.

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

"Petition Date" has the meaning set forth in the preamble hereto.

"Pledge and Security Agreement" means (a) with respect to the U.S. Loan Parties, that certain Pledge and Security Agreement governed by the laws of the State of New York, dated as of the Closing Date, between such Loan Parties and the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties (each such term as defined in the Existing Credit Agreement), and (b) with respect to the Canadian Loan Parties, that certain Pledge and Security Agreement governed by the laws of the Province of Ontario, dated as of the Closing Date, between such Loan Parties and the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, and, as the context requires, includes any deed of hypothec made by such Loan Parties in favour of the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties (each such term as defined in the Existing Credit Agreement).

"PPSA" means the *Personal Property Security Act* (Ontario) and the regulations thereunder, as from time to time in effect; provided, however, if attachment, perfection or priority of the Administrative Agent's security interests in any Collateral are governed by the personal property security laws of any jurisdiction other than Ontario, PPSA shall mean those personal property security laws in such other

jurisdiction for the purposes of the provisions hereof relating to such attachment, perfection or priority and for the definitions related to such provisions (including the Civil Code of Quebec).

“Prepetition Parties” means, collectively, the Existing Administrative Agent, the Existing Lenders, the Existing Notes Collateral Agent and the Existing Note Secured Parties.

“Primary Obligor” has the meaning set forth in the definition of “Guarantee.”

“Prime Rate” means (a) with respect to Loans made to the U.S. Borrowers, the prime commercial lending rate of the Administrative Agent for commercial loans in Dollars in the United States, as established from time to time at its Stamford Branch, with the understanding that the “prime rate” is one of the Administrative Agent’s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof in such internal publications as the Administrative Agent may designate, and (b) with respect to Loans made to the Canadian Borrower, the prime commercial lending rate of the Administrative Agent for commercial loans in Dollars made in Canada, as established from time to time, with the understanding that the “prime rate” is one of the Administrative Agent’s base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof in such internal publications as the Administrative Agent may designate.

“Primed Liens” has the meaning set forth in the preamble hereto.

“Prior Claims” means all liabilities and obligations of any Canadian Loan Party secured by any Liens, choate or inchoate which rank or are capable of ranking in priority to or *pari passu* with the Administrative Agent’s Liens against all or part of the Collateral, including, any such amounts due and not paid for employee source deductions, wages or vacation pay (including amounts protected by the *Wage Earner Protection Program Act* (Canada)), amounts due and not paid under any legislation relating to workers’ compensation or to employment insurance, all amounts deducted or withheld and not paid and remitted when due with respect to Taxes (including goods and service taxes, sales taxes, harmonized sales taxes or corporate taxes) and including amounts currently or past due and not paid for realty, municipal or similar taxes, all amounts currently or past due and not yet contributed, remitted or paid to or under any Canadian Pension Plan or under the Canada Pension Plan, the Quebec Pension Plan, the Pension Benefits Act (Ontario) or any similar legislation of any other jurisdiction, and any solvency deficiency or wind-up deficiency or normal cost contributions required to be made for the following month and any such amount due and not paid, in each case with respect to Canadian Defined Benefit Plans.

“Promissory Note” means a promissory note of any Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit H hereto, evidencing the aggregate Indebtedness of any Borrower to such Lender resulting from the Loans made by such Lender.

“Proposed Sale” shall have the meaning assigned to such term in Section 5.15.

“Protective Advance” has the meaning assigned to such term in Section 2.04(a).

“Qualified Capital Stock” of any Person means any Capital Stock of such Person that is not Disqualified Capital Stock.

“Qualified Holding Company Debt” means unsecured Indebtedness of Holdings (A) that is not subject to any Guarantee by any subsidiary of Holdings, (B) that will not mature prior to the date that is **twelve (12) months** after the Maturity Date in effect on the date of the issuance or incurrence thereof, (C)

that has no scheduled amortization, scheduled payments of principal or scheduled cash interest payments prior to the date that is **twelve (12) months** after the Maturity Date in effect on the date of the issuance or incurrence thereof and is not subject to mandatory redemption, repurchase, prepayment or sinking fund obligation (it being understood that such Indebtedness may have mandatory prepayment, repurchase or redemption provisions satisfying the requirements of clause (D) below) and (D) that has mandatory prepayment, repurchase or redemption, covenant, default and remedy provisions customary for senior discount notes of an issuer that is the parent of a borrower under senior secured credit facilities, and in any event, with respect to covenant, default and remedy provisions, no more restrictive (taken as a whole) than those set forth in the Existing Note Purchase Agreement; provided that the Borrower Representative shall have delivered a certificate of a Responsible Officer to the Administrative Agent at least **five (5)** Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower Representative has reasonably determined in good faith that such terms and conditions satisfy the foregoing requirement (and such certificate shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower Representative within such **five (5)** Business Day period that it disagrees with such determination (including a reasonably detailed description of the basis upon which it disagrees)); provided, further, that any such Indebtedness shall constitute Qualified Holding Company Debt only if immediately after giving effect to the issuance or incurrence thereof and the use of proceeds thereof, no Event of Default shall have occurred and be continuing.

“Ratification Agreement” means that certain Ratification Agreement among each of the Loan Parties and the Administrative Agent dated as of the date hereof, reaffirming the Pledge and Security Agreement (as defined in the Existing Credit Agreement), the Intercreditor Agreement, the other Collateral Documents (as defined in the Existing Credit Agreement), and the other Loan Documents (as defined in the Existing Credit Agreement) referred to therein.

“Real Estate Asset” means, at any time of determination, any interest (fee, leasehold or otherwise) in real property then owned by any Loan Party.

“Refinancing Indebtedness” has the meaning assigned to such term in Section 6.01(p).

“Register” has the meaning assigned to such term in Section 9.05(b)(iv).

“Regulation T” means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Regulation U” means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Regulation X” means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, trustees, employees, agents and advisors of such Person and such Person’s Affiliates.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other

closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

"Release Provisions" has the meaning assigned to such term in Article 8.

"Report" means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the Loan Parties' assets from information furnished by or on behalf of the Loan Parties, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent, subject to the provisions of Section 9.13.

"Reported Fee Accruals" has the meaning assigned to such term in the Orders.

"Required Lenders" means, at any time, Lenders having Revolving Exposure and unused Commitments representing more than 50.0% of the sum of the Total Revolving Exposure and unused Commitments at such time; provided that if there are two or more Lenders, "Required Lenders" shall mean at least two Lenders; provided, further, that the Revolving Exposure and unused Commitments of any Defaulting Lender shall be disregarded in the determination of the Required Lenders at any time.

"Required Minimum Balances" has the meaning assigned to such term in Section 2.21(d).

"Requirements of Law" means, with respect to any Person, collectively, the common law and all federal, state, provincial, territorial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Reserves" means the Landlord Lien Reserve, the Carve-Out Reserve, the Administration Reserve and any and all other reserves established in accordance with and subject to Section 2.24. Without limiting the generality of the foregoing but subject to Section 2.24, there may be dilution reserves, reserves for unpaid and accrued sales taxes, reserves for banker's liens, rights of setoff or similar rights and remedies as to deposit or investment accounts, reserves for contingent liabilities of any Loan Party, reserves for uninsured or underinsured losses or litigation of any Loan Party, reserves for raw material purchase price variations, customer-specific bad debt reserves, reserves for customs charges, freight and shipping charges related to any Inventory in transit, reserves for other taxes, fees, assessments, and other governmental charges with respect to the Collateral or any Loan Party, reserves for self-insurance and insurance premiums, reserves for royalties and other payments to owners or licensors of Intellectual Property and reserves on account of Prior Claims.

"Responsible Officer" of any Person means the chief executive officer, the president, executive vice president, any senior vice president, any vice president, the chief operating officer or any Financial Officer of such Person and any other officer or similar official thereof responsible for the administration of the obligations of such Person in respect of this Agreement, and, as to any document delivered on the DIP Closing Date (but subject to the express requirements set forth in Article 4), shall include any secretary or assistant secretary of a Loan Party. 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.

“Restricted Payment” means (a) any dividend or other distribution on account of any shares of any class of the Capital Stock of any Borrower now or hereafter outstanding, except a dividend payable solely in shares of such class of Capital Stock to the holders of such class, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of any shares of any class of the Capital Stock of any Borrower now or hereafter outstanding and (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Capital Stock of any Borrower now or hereafter outstanding.

“Revolving Exposure” means, with respect to any Lender at any time, the sum of (a) the outstanding principal amount of such Lender’s Revolving Loans, (b) its LC Exposure, (c) its Applicable Percentage of the aggregate principal amount of Protective Advances outstanding at such time, and (d) the aggregate outstanding amount of such Lender’s Existing Credit Extensions.

“Revolving Collateral” has the meaning set forth in the Intercreditor Agreement.

“Revolving Loan” means a Loan made pursuant to Section 2.01.

“Rockport” has the meaning assigned to such term in the preamble to this Agreement.

“Rockport Group” has the meaning assigned to such term in the preamble to this Agreement.

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of the McGraw-Hill Companies, Inc., and any successor to its rating agency business.

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

“Secured Hedging Obligations” means all Hedging Obligations under each Hedge Agreement that (a) is in effect on the DIP Closing Date and is between any Loan Party and a counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender as of the DIP Closing Date or (b) is entered into after the DIP Closing Date and is between any Loan Party and any counterparty that is the Administrative Agent or a Lender or an Affiliate of the Administrative Agent or a Lender at the time such Hedge Agreement is entered into, for which any Loan Party agrees to provide security, in each case that has been designated to the Administrative Agent in writing by any Borrower as being a Secured Hedging Obligation for the purposes of the Loan Documents, it being understood that each counterparty thereto shall be deemed (A) to appoint the Administrative Agent as its agent under the applicable Loan Documents and (B) to agree to be bound by the provisions of Article 8, Section 9.03 and Section 9.10 as if it were a Lender; provided that Excluded Swap Obligations shall not constitute Secured Hedging Obligations.

“Secured Obligations” means all Obligations, together with (a) Banking Services Obligations and (b) all Secured Hedging Obligations; provided that all Secured Obligations shall not include Excluded Swap Obligations.

“Secured Parties” has the meaning assigned to such term in the Pledge and Security Agreement.

“Securities” means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right

to subscribe to, purchase or acquire, any of the foregoing; provided that "Securities" shall not include any earn-out agreement or obligation or any employee bonus or other incentive compensation plan or agreement.

"Securities Act" means the Securities Act of 1933 and the rules and regulations of the SEC promulgated thereunder.

"Seller" means Reebok International Ltd., a Massachusetts corporation.

"Seller Notes" mean, collectively, (a) that certain Unsecured Subordinated Promissory Note, dated as of the Closing Date, in the aggregate principal amount of **\$10,000,000**, (b) that certain Unsecured Subordinated Contingent Promissory Note – Tranche A, dated as of the Closing Date, in the aggregate principal amount of up to **\$15,000,000**, and (c) that certain Unsecured Subordinated Contingent Promissory Note – Tranche B, dated as of the Closing Date, in the aggregate principal amount of up to **\$15,000,000**.

"Seller Note Subordination Agreement" means that certain Subordination Agreement dated as of the Closing Date by, among others, the Loan Parties, the Existing Administrative Agent and Reebok.

"Senior Notes" means the secured, senior notes (i) issued on the Closing Date in the original aggregate principal amount of \$130,000,000, as may be increased through the payment of any payment-in-kind interest thereon paid in accordance with the Existing Note Purchase Agreement (as in effect as of the Petition Date), (ii) issued as Additional Notes (as defined in the Existing Note Purchase Agreement as in effect as of the Petition Date), (iii) issued in respect of payment-in-kind interest on any of the foregoing in accordance with the Existing Note Purchase Agreement (as in effect as of the Petition Date), and (iv) the DIP Notes (as such term is defined in the DIP Notes Facility), as may be increased, and in each case under clauses (i)–(iv) above as may be reduced by any repayment, redemption or retirement thereof.

"SPC" has the meaning assigned to such term in Section 9.05(e).

"Specified Location" has the meaning set forth in the definition of "Landlord Lien Reserve."

"Specified Representations" mean the representations and warranties set forth in Sections 3.01(a) (as it relates to organizational existence of the Loan Parties), 3.02, 3.03(b)(i), 3.08, 3.13, 3.16 (as it relates to the creation, validity and perfection of the security interests in the Collateral), 3.18, and 3.20.

"Sponsor" means, collectively, Berkshire and New Balance; *provided*, that, from and after the Petition Date, as used herein "Sponsor" shall be deemed to mean and refer to the Permitted Holders (as defined herein).

"Sponsor Management Agreement" means one or more management, consulting, expense reimbursement or similar agreements among one or more of the Sponsor, other holders of Capital Stock (and their Affiliates), Holdings, Rockport Group (and/or any Parent Company) (including that certain Management Agreement dated as of the Closing Date, by and among, *inter alia*, the Sponsor and RGH), as the same may be amended, amended and restated, modified, supplemented, replaced or otherwise modified from time to time in accordance with their terms, but only to the extent that such agreements and any such amendment, amendment and restatement, modification, supplement, replacement or other modification thereto does not, directly or indirectly, require Holdings, Rockport Group or any of its Subsidiaries to make any payments thereunder other than (x) with respect to any management, monitoring, oversight, consulting or advisory fees in an aggregate principal amount for all such

agreements not exceeding **\$2,000,000** in any Fiscal Year (*plus* the amount of any accrued obligations that are not paid in any prior Fiscal Year as a result of the existence of any Event of Default under Sections 7.01(a) and (y) with respect to any transaction fees, including fees in respect of financial advisory, financing, underwriting or placement services in an aggregate principal amount for all such agreements not exceeding **1.0%** of the gross transaction value (in each case, including any unpaid and accrued fees and expenses permitted pursuant to clauses (x) and (y) and interest thereon).

"Spot Selling Rate" means, on any date, as determined by the Administrative Agent, the spot selling rate posted by Reuters on its website for the sale of the applicable currency for Dollars at approximately **11:00 a.m.**, Local Time, **two (2)** Business Days prior to such date (the **"Applicable Quotation Date"**); provided that if, for any reason, no such spot rate is being quoted, the spot selling rate shall be determined by reference to such publicly available service for displaying exchange rates as may be selected by the Administrative Agent, or, in the event no such service is selected, such spot selling rate shall instead be the rate determined by the Administrative Agent as the spot rate of exchange in the market where its foreign currency exchange operations in respect of the applicable currency are then being conducted, at or about **11.00 a.m.** Local Time, on the Applicable Quotation Date for the purchase of the relevant currency for delivery **two (2)** Business Days later.

"Standby Letter of Credit" means any Letter of Credit other than a Commercial Letter of Credit.

"stated amount" means, at any time, the maximum amount for which a Letter of Credit may be honored.

"Subject Transaction" means, with respect to any period, (a) the Transactions, (b) the making of Investments not prohibited by this Agreement, (c) any disposition of all or substantially all of the assets or stock of a Subsidiary (or any business unit, line of business or division of any Borrower or a Subsidiary) not prohibited by this Agreement, (d) the designation of a Subsidiary as an Unrestricted Subsidiary or an Unrestricted Subsidiary as a Subsidiary in accordance with Section 5.10 hereof, or (e) any other event that by the terms of the Loan Documents requires pro forma compliance with a test or covenant hereunder.

"Subordinated Indebtedness" means any Indebtedness of any Borrower or any of its Subsidiaries that is expressly subordinated in right of payment to the Obligations.

"subsidiary" means, with respect to any Person, any corporation, partnership, limited liability company, association, joint venture or other business entity of which more than **50.0%** of the total voting power of shares of stock or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof; provided that in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a "qualifying share" of the former Person shall be deemed to be outstanding.

"Subsidiary" means any subsidiary of Rockport Group other than an Unrestricted Subsidiary.

"Subsidiary Guarantor" means (x) on the DIP Closing Date, each Subsidiary of Rockport Group (other than any Excluded Subsidiary) and (y) thereafter, each Subsidiary of Rockport Group that thereafter guarantees the Secured Obligations pursuant to the terms of this Agreement, in each case, until

such time as the respective Subsidiary is released from its obligations under the Loan Guaranty in accordance with the terms and provisions hereof.

"Successor Cases" means any case under Chapter 7 of the Bankruptcy Code or the *Bankruptcy and Insolvency Act* (Canada) upon the conversion of any of the Cases, or in any proceedings superseding or related to any of the foregoing.

"Successor Parent Company" has the meaning assigned to such term in Section 6.16.

"Supplemental Order" means the order or judgment of the CCAA Court, substantially in the form of Exhibit O hereto and otherwise acceptable to the Lenders and Administrative Agent, *inter alia*, (i) recognizing and giving effect to the Interim Order and certain other first day orders of the Bankruptcy Court in the Domestic Cases, (ii) appointing the Information Officer, and (iii) granting the Administration Charge and the DIP Lenders' Charge, which order shall not have been vacated, reversed, modified, amended or stayed.

"Swap Obligation" means 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.

"Tax Distributions" shall mean, with respect to any taxable year (or portion thereof) for which Rockport Group and Holdings are both treated as partnerships or other "pass-through" entities for U.S. federal income tax purposes, Restricted Payments made by Rockport Group to Holdings, and from Holdings to its indirect equity holders through any Parent Company of Holdings *pro rata* with their percentage interests in Holdings through RGH and TRG 1-P, in an aggregate amount such that each indirect equity holder of Holdings receives at least an amount sufficient to pay its income tax liabilities attributable to its indirect interest in Holdings and Rockport Group, assuming such equity holders are subject to tax at the maximum effective combined income tax rate applicable to an individual or corporation resident of New York, New York, whichever is higher for the relevant taxable year, to the extent solely related to the taxable income of Rockport Group for the relevant taxable year (which taxable income will include the taxable income of subsidiaries of Rockport Group that are similarly classified as partnerships or pass-through entities for U.S. federal income tax purposes) and assuming that all equity holders are subject to the maximum limitations on deductions applicable to individuals or corporations. For the avoidance of doubt, (i) the calculation of taxable income will be reduced to the extent of cumulative net taxable loss with respect to all prior taxable periods available to equity holders as an offset to taxable income (without regard to the personal circumstances of such holders), (ii) the calculation of taxable income shall take into account the deductibility of state and local taxes and current year losses allocated to such equity holders, (iii) the effective tax rate shall give effect to lower tax rates available based on the character of income and (iv) no Tax Distributions shall be available for tax obligations which are payable at the level of Rockport Group or its Subsidiaries. For purposes of clarity, all parties hereto understand that certain indirect equity holders of Holdings may receive tax distributions in excess of their actual tax liability attributable to their indirect interest in Holdings on account of such distributions being made in a *pro rata* manner.

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

"Termination Date" means the earliest to occur of (i) the Maturity Date, (ii) the date that all the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document (other than contingent indemnification

obligations for which no claim or demand has been made) have been paid in full in Cash and all Letters of Credit have expired or have been terminated (or have been cash collateralized or back-stopped by a letter of credit or otherwise in a manner reasonably satisfactory to the Administrative Agent and the Issuing Banks) and all LC Disbursements shall have been reimbursed, (iii) the acceleration of the Loans and the termination of the Commitments in accordance with the terms hereof, (iv) the date that is 45 calendar days after the Petition Date if the Final Order and the Final Order Recognition Order have not yet been entered as of such date, (v) the date of the conversion of any of the Cases to a case under Chapter 7 of the Bankruptcy Code or a proceeding under the *Bankruptcy and Insolvency Act* (Canada), (vi) the date of the dismissal of any of the Cases, (vii) the effective date of any Loan Party's plan of reorganization in the Cases that has been confirmed by an order of the Bankruptcy Court, which order has been recognized by an order of the CCAA Court, (viii) the date of a sale of all or substantially all of the assets of the Debtors under Section 363 of the Bankruptcy Code, or (ix) the occurrence of the DIP Notes Termination Date.

"Testing Period" shall have the meaning assigned to such term in Section 5.14.

"Threshold Amount" means **\$10,000,000**.

"Total Disbursements" means the sum of total operating disbursements, total non-operating disbursements and total bankruptcy disbursements, as provided in the Budget.

"Total Revolving Exposure" means, at any time, the sum of the Revolving Exposures of all Lenders then outstanding.

"Trade Accounts Receivable Component" means the face amount of Eligible Trade Accounts Receivable multiplied by **85.0%**.

"Trademark Assignment" means that certain Trademark Assignment, dated as of the Closing Date, by and among New Balance, New Balance Licensing, and Rockport.

"Transaction Costs" means fees, premiums, expenses and other transaction costs (including original issue discount) payable or otherwise borne by Holdings, any Borrower and its subsidiaries in connection with the Transactions and the transactions contemplated thereby and, to the extent reimbursed by Holdings, any Borrower or its subsidiaries, any costs, fees or expenses paid by the Investors in connection with the Transactions and the transactions contemplated thereby.

"Transactions" means, collectively, (a) the execution, delivery and performance by the Loan Parties of the Loan Documents to which they are a party and the Credit Extensions made hereunder, and (b) the payment of the Transaction Costs.

"Transition Services Agreement" means the transition services agreement to be entered into as of the Closing Date, between Rockport Group or any of its Subsidiaries and Seller.

"Transition Trademark License Agreement" means that certain Transition Trademark License Agreement, dated as of the Closing Date by and between New Balance and Rockport.

"Trust Funds" means any Cash or Cash Equivalents or other investment property comprised of (a) funds used or to be used for payroll and payroll taxes and other employee wage and benefit payments to or for the benefit of any Loan Party's employees, (b) funds used or to be used to pay all Taxes required to be collected, remitted or withheld (including, without limitation, federal, state, provincial and territorial withholding Taxes (including the employer's share thereof)) and (c) any other funds which any Loan

Party (i) holds on behalf of another Person (other than Holdings or any of its Subsidiaries) or (ii) holds as an escrow or fiduciary for another Person.

“Trust Fund Account” means any account containing Cash consisting solely of Trust Funds.

“Trust Fund Certificate” means a certificate of a Responsible Officer of the Borrower Representative certifying (a) the type and amount of any Trust Funds (other than payroll and employee benefit payments, in each case, in the nature of discretionary contributions) contained or held in a Blocked Account, (b) that the failure to remit such Trust Funds to the Person entitled thereto could reasonably be expected to result in personal, criminal or civil liability to any director, officer or employee of any Loan Party or any Subsidiary of any Loan Party under any applicable law and (c) that (x) the obligation requiring such Trust Funds is due and payable within **ten (10)** Business Days of delivery of such certificate and (y) amounts on deposit in any applicable Trust Fund Account are insufficient to make such payment.

“Type,” when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the LIBO Rate, the BA Rate, the Alternate Base Rate or the Canadian Prime Rate.

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

“UK Holdings” means Rockport Canada Holdings Ltd, a private company limited by shares incorporated under the laws of England and Wales with registered number 9544261.

“Unbudgeted Investigation Claims” has the meaning given to such term in Section 6.20(b).

“Unencumbered Assets” has the meaning given to such term in Section 6.20(b).

“Unrestricted Subsidiary” means any subsidiary of Rockport Group designated by the Borrower Representative as an Unrestricted Subsidiary pursuant to Section 5.10 subsequent to the DIP Closing Date.

“U.S. Borrower” has the meaning assigned to such term in the preamble to this Agreement.

“U.S. Debtors” has the meaning assigned to such term in the recitals to this Agreement.

“U.S. Loan Parties” means any Loan Party formed under the laws of the United States, any state thereof or the District of Columbia.

“U.S. Obligations” means all unpaid principal of and accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made by the Lenders to the U.S. Borrowers, all LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrowers, all accrued and unpaid fees and all reasonable and documented out-of-pocket expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the U.S. Loan Parties to the Lenders or to any Lender, the Administrative Agent, any Issuing Bank or any indemnified party arising under the Loan Documents in respect of any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

“U.S. Pension Plan” means any employee pension benefit plan, as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Borrower or any of its Subsidiaries, or any of their respective ERISA Affiliates, is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“U.S. Revolving Loan” means a Revolving Loan made by the Lenders to any U.S. Borrower.

“USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

“Value” means, with respect to any Inventory, its value determined on the basis of the lower of cost or market, calculated on a moving average cost basis, and excluding any portion of cost attributable to intercompany profit among any Borrower and its Affiliates.

“Variance” means a difference in the amount contained in the Budget with respect to cumulative operating receipts and cumulative Total Disbursements, in each case compared to the actual cumulative operating receipts and/or actual aggregate cumulative Total Disbursements, as applicable, on a cumulative basis.

“Variance Report” has the meaning set forth in Section 5.01(o).

“Wholly Owned Subsidiary” of any Person means a subsidiary of such Person, 100.0% of the Capital Stock of which (other than directors’ qualifying shares or shares required by law to be owned by a resident of the relevant jurisdiction) shall be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

“Withholding Agent” means any Loan Party and the Administrative Agent, as applicable.

Section 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a “Revolving Loan”) or by Type (e.g., a “LIBO Rate Loan”) or by Class and Type (e.g., a “LIBO Rate Revolving Loan”). Borrowings also may be classified and referred to by Class (e.g., a “Revolving Borrowing”) or by Type (e.g., a “LIBO Rate Borrowing”) or by Class and Type (e.g., a “LIBO Rate Revolving Borrowing”).

Section 1.03 Terms Generally.

(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, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified, extended, refinanced or replaced (subject to any restrictions or qualifications on such amendments, restatements, amendment and restatements, supplements or modifications, extensions, refinancings or replacements set forth herein), (b) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (d) the words “herein”, “hereof” and

"hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, clauses, paragraphs, Exhibits and Schedules shall be construed to refer to Articles, Sections, clauses and paragraphs of, and Exhibits and Schedules to, this Agreement, (f) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including", the words "to" and "until" mean "to but excluding" and the word "through" means "to and including" and (g) 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, whether real (immovable), personal (movable) including Cash, securities, accounts and contract rights. For purposes of determining compliance at any time with Article 6, in the event that any Indebtedness, Lien, Restricted Payment, contractual restriction, Investment, disposition or affiliate transaction, as applicable, meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 6.01 (other than Sections 6.01(a), (c), (w) and (y)), 6.02 (other than Sections 6.02(a) and (t)), 6.04, 6.05, 6.06, 6.07, 6.08 and 6.11, the Borrower Representative, in its sole discretion, may classify or reclassify such transaction or item (or portion thereof) and will only be required to include the amount and type of such transaction (or portion thereof) in any one category.

(b) For purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (a) "personal property" shall be deemed to include "movable property," (b) "real property" shall be deemed to include "immovable property," (c) "tangible property" shall be deemed to include "corporeal property," (d) "intangible property" shall be deemed to include "incorporeal property," (e) "security interest," "mortgage" and "lien" shall be deemed to include a "hypothec," "prior claim" and a "resolatory clause," (f) all references to filing, registering or recording under the UCC or the PPSA shall be deemed to include publication under the Civil Code of Quebec and any reference to a "financing statement" shall include a reference to "an application for publication", (g) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to an "opposable" or "set up" Liens as against third parties, (h) any "right of offset," "right of setoff" or similar expression shall be deemed to include a "right of compensation," (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary," (k) "fixtures" shall be deemed to include any "property which is deemed to be immovable under the laws of Québec" whether by accession or otherwise, (l) "construction liens" shall be deemed to include "legal hypothecs," (m) "joint and several" shall be deemed to include "solidary," (n) "gross negligence or wilful misconduct" shall be deemed to be "intentional or gross fault," (o) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatary," (p) "easement" shall be deemed to include "servitude," (q) "priority" shall be deemed to include "rank" or "prior claim", as applicable, (r) "survey" shall be deemed to include "certificate of location and plan," (s) "fee simple title" shall be deemed to include "absolute ownership", (t) "state" shall be deemed to include "province", (u) "legal title" shall be deemed to include "holding title as mandatary or prête-nom on behalf of an owner", (v) "leasehold interest" shall be deemed to include "rights as lessee" and (w) "lease" shall be deemed to include a "contract of leasing (crédit-bail)". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only (except if another language is required under any applicable law) and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en la langue anglaise seulement (sauf si une autre langue est requise en vertu d'une loi applicable).

Section 1.04 Accounting Terms; GAAP.

(a) Except as otherwise expressly provided herein, all financial statements to be delivered pursuant to this Agreement shall be prepared in accordance with GAAP as in effect from time to time and all terms of an accounting or financial nature shall be construed and interpreted in accordance with GAAP, as in effect on the DIP Closing Date unless otherwise agreed to by the Borrower Representative and the Required Lenders; provided that if the Borrower Representative notifies the Administrative Agent that the Borrower Representative requests an amendment to any provision hereof to eliminate the effect of any change occurring after the DIP Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower Representative that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith; provided, further, that if an amendment is requested by the Borrower Representative or the Required Lenders, then the Borrower Representative and the Administrative Agent shall negotiate in good faith to enter into an amendment of such affected provisions (without the payment of any amendment or similar fees to the Lenders) to preserve the original intent thereof in light of such change in GAAP or the application thereof subject to the approval of the Required Lenders (not to be unreasonably withheld, conditioned or delayed); provided, further, that all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of Rockport Group or any subsidiary at "fair value," as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

(b) Notwithstanding anything to the contrary herein, financial ratios and tests contained in this Agreement that are calculated with respect to any Testing Period during which any Subject Transaction occurs shall be calculated with respect to such Testing Period and such Subject Transaction on a pro forma basis. Further, without limiting the proviso in the immediately preceding sentence, if since the beginning of any such Testing Period and on or prior to the date of any required calculation of a financial ratio or test (x) a Subject Transaction shall have occurred or (y) any Person that subsequently became a Subsidiary or was merged, amalgamated or consolidated with or into Rockport Group or any of its Subsidiaries since the beginning of such Testing Period shall have made any Subject Transaction, then, in each case, any applicable financial ratio or test shall be calculated on a pro forma basis for such Testing Period as if such Subject Transaction occurred at the beginning of the applicable Testing Period.

(c) Notwithstanding anything to the contrary contained in paragraph (a) above or the definition of "Capital Lease," in the event of an accounting change requiring all leases to be capitalized, only those leases (assuming for purposes hereof that they were in existence on the date hereof) that would constitute Capital Leases on the date hereof shall be considered Capital Leases and all calculations and deliverables under this Agreement or any other Loan Document shall be made in accordance therewith (provided that all financial statements delivered to the Administrative Agent in accordance with the terms of this Agreement after the date of such accounting change shall contain a schedule showing the

adjustments necessary to reconcile such financial statements with GAAP as in effect immediately prior to such accounting change).

(d) [reserved].

Section 1.05 Effectuation of Transactions. Each of the representations and warranties of the Loan Parties contained in this Agreement and the other Loan Documents (and all corresponding definitions) are made after giving effect to the Transactions, unless the context otherwise requires.

Section 1.06 Timing of Payment of Performance; Times of Day. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Unless otherwise specified herein, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

Section 1.07 Currency Translations.

(a) For purposes of this Agreement and the other Loan Documents, where the permissibility of a transaction or determinations of required actions or circumstances depend upon compliance with, or are determined by reference to, amounts stated in dollars, such amounts shall be deemed to refer to dollars or Dollar Equivalents and any requisite currency translation shall be based on the Spot Selling Rate and the permissibility of actions taken under Article 6 shall not be affected by subsequent fluctuations in exchange rates (provided that if Indebtedness is incurred to refinance, replace or renew other Indebtedness, and such refinancing or renewal would cause the applicable dollar denominated limitation to be exceeded if calculated at the Spot Selling Rate, such dollar denominated restriction shall be deemed not to have been exceeded so long as (i) such refinancing, replacement or renewal Indebtedness is denominated in the same currency as such Indebtedness being refinanced, replaced or renewed and (ii) the principal amount of such refinancing or renewal Indebtedness does not exceed the principal amount of such Indebtedness being refinanced or renewed except as permitted under Section 6.01).

(b) For purposes of all calculations and determinations under this Agreement, any amount in any currency other than dollars shall be deemed to refer to dollars or Dollar Equivalents and any requisite currency translation shall be based on the Spot Selling Rate, and all certificates delivered under this Agreement, shall express such calculations or determinations in dollars or Dollar Equivalents.

(c) The Administrative Agent shall determine the Dollar Equivalent of (x) the Total Revolving Exposure based on the Spot Selling Rate (i) as of the end of each fiscal quarter of the applicable Borrower, (ii) on or about the date of the related notice requesting any extension of credit hereunder and (iii) on any other date, in its reasonable discretion, (y) any other amount to be converted into Dollars in accordance with the provisions hereof at the time of such conversion and (z) any amounts to be included in the Borrowing Base on any date, in its reasonable discretion.

ARTICLE 2 THE CREDITS

Section 2.01 Commitments. Subject to the terms and conditions set forth herein, the outstanding loans to the U.S. Borrowers funded under the Existing Credit Agreement by each Lender are hereby continued, amended and restated as a U.S. Revolving Loan under this Agreement. Subject to the terms and conditions set forth herein, each Lender agrees, severally and not jointly, to make U.S.

Revolving Loans to the U.S. Borrowers and Canadian Revolving Loans to the Canadian Borrower from time to time during the Availability Period in an aggregate principal amount requested by the applicable Borrower that will not result in:

- (a) such Lender's Revolving Exposure exceeding such Lender's Commitment;
- (b) the Total Revolving Exposures exceeding the lesser of (i) the Aggregate Commitments, and (ii) the Borrowing Base (such lesser amount, the "**Line Cap**"); and
- (c) the Canadian Revolving Exposure exceeding the Canadian Sublimit.

Within the foregoing limits and subject to the terms and conditions set forth herein (including the Administrative Agent's authority, in its sole discretion, to make Protective Advances pursuant to the terms of Section 2.04), the Borrowers may borrow, repay and reborrow Revolving Loans.

Section 2.02 Loans and Borrowings.

(a) Each Loan (other than a Protective Advance) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. Each Protective Advance shall be made in accordance with the procedures set forth in Section 2.04.

(b) Subject to Section 2.14, each Borrowing shall be comprised entirely of (i) ABR Loans and LIBO Rate Loans if denominated in Dollars or (ii) BA Rate Loans if denominated in Canadian Dollars, as the Borrower Representative may request in accordance herewith; provided that the U.S. Borrowers may only borrow Loans in Dollars. Each (i) Protective Advance attributable to a U.S. Loan Party shall be an ABR Loan, (ii) [reserved], or (iii) each Protective Advance attributable to a Canadian Loan Party shall be an ABR Loan if denominated in Dollars or shall bear interest at the BA Rate with a BA Period of one month plus the Applicable Rate then applicable to BA Rate Loans if denominated in Canadian Dollars. Each Lender at its option may make any LIBO Rate Loan or BA Rate Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that (i) any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Loan in accordance with the terms of this Agreement, (ii) such LIBO Rate Loan or BA Rate Loan, as applicable, shall be deemed to have been made and held by such Lender, and the obligation of the applicable Borrower to repay such LIBO Rate Loan or BA Rate Loan, as applicable, shall nevertheless be to such Lender for the account of such domestic or foreign branch or Affiliate of such Lender and (iii) in exercising such option, such Lender shall use reasonable efforts to minimize increased costs to the applicable Borrower resulting therefrom (which obligation of such Lender shall not require it to take, or refrain from taking, actions that it determines would result in increased costs for which it will not be compensated hereunder or that it otherwise determines would be disadvantageous to it and in the event of such request for costs for which compensation is provided under this Agreement, the provisions of Section 2.15 shall apply); provided, further, that any such domestic or foreign branch or Affiliate of such Lender shall not be entitled to any greater indemnification under Section 2.17 with respect to such LIBO Rate Loan or BA Rate Loan, as applicable, than that which the applicable Lender was entitled on the date on which such Loan was made (except in connection with any indemnification entitlement arising as a result of a Change in Law after the date on which such Loan was made).

(c) At the commencement of each Interest Period for any LIBO Rate Borrowing and each BA Rate Period for any BA Rate Borrowing, such Borrowing shall comprise an aggregate principal amount that is an integral multiple of **\$100,000** or **Cdn\$100,000**, as applicable, and not less than **\$300,000** or **Cdn\$300,000**, as applicable. Each ABR Borrowing when made shall be in a minimum

principal amount of **\$100,000**; provided that an ABR Borrowing may be made in a lesser aggregate amount that is equal to the entire unused balance of the Aggregate Commitments that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e). Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of ten (10) different Interest Periods in effect for LIBO Rate Borrowings or ten (10) different BA Periods in effect for BA Rate Borrowings, as applicable, at any time outstanding.

(d) Notwithstanding any other provision of this Agreement, the applicable Borrower shall not nor shall it be entitled to, request, or to elect to convert or continue, any Borrowing if the Interest Period or BA Period, as applicable, requested with respect thereto would end after the maturity date applicable to such Loans.

Section 2.03 Requests for Borrowings. To request a Borrowing of Revolving Loans, the Borrower Representative shall notify the Administrative Agent of such request either in writing by delivery of a Borrowing Request (by hand delivery, fax or other electronic transmission (including “.pdf” or “.tif”)) signed by the Borrower Representative or by telephone (a) in the case of a LIBO Rate Borrowing, or BA Rate Borrowing, not later than **12:00 noon**, Local Time, **three (3)** Business Days (or, in the case of a LIBO Rate Borrowing or BA Rate Borrowing to be made on the DIP Closing Date, **two (2)** Business Days) before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, (including any such notice of an ABR Borrowing to finance the reimbursement of an LC Disbursement as contemplated by Section 2.06(e)) not later than **12:00 noon**, Local Time, on the date of the proposed Borrowing (or, in each case, such later time as shall be acceptable to the Administrative Agent). Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery, fax or other electronic transmission (including “.pdf” or “.tif”) to the Administrative Agent of a written Borrowing Request signed by the Borrower Representative. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

- (i) the name of the applicable Borrower(s) and whether such Borrowing is a U.S. Borrowing or a Canadian Borrowing;
- (ii) the aggregate amount of the requested Borrowing and the currency that it is denominated;
- (iii) the date of such Borrowing, which shall be a Business Day;
- (iv) whether such Borrowing is to be an ABR Borrowing, a LIBO Rate Borrowing, or a BA Rate Borrowing;
- (v) in the case of a LIBO Rate Borrowing or BA Rate Borrowing, the initial Interest Period or BA Period to be applicable thereto, which shall be a period contemplated by the definition of the term “Interest Period” or “BA Period”, as applicable; and
- (vi) the location and number of the applicable Borrower’s account or any other designated account(s) to which funds are to be disbursed (the “**Funding Account**”).

If no election as to the currency of Borrowing is specified, then a requested Borrowing shall be deemed requested in Dollars. If no election as to the name of the applicable Borrower is specified, then a requested Borrowing in Dollars shall be deemed requested by the U.S. Borrowers and a requested Borrowing in Canadian Dollars shall be deemed requested by the Canadian Borrower. If no election as to the Type of Borrowing is specified, then a requested Borrowing in Dollars shall be a LIBO Rate Borrowing with an Interest Period of **one (1) month** and a requested Borrowing in Canadian Dollars shall

be a BA Rate Borrowing with a BA Period of **one (1) month**. If no Interest Period is specified with respect to any requested LIBO Rate Borrowing, then the Borrower Representative shall be deemed to have selected an Interest Period of **one (1) month's** duration. If no BA Period is specified with respect to any requested BA Rate Borrowing, then the Borrower Representative shall be deemed to have selected a BA Period of **one (1) month's** duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04 Protective Advances.

(a) Subject to the limitations set forth below (and notwithstanding anything to the contrary in Section 4.02), the Administrative Agent is authorized by the Borrower Representative and the Lenders, from time to time in the Administrative Agent's sole discretion in the exercise of its commercially reasonable judgment (but shall have absolutely no obligation) to make Loans to the U.S. Borrowers or the Canadian Borrower, as applicable, on behalf of all Lenders at any time that any condition precedent set forth in Section 4.02 has not been satisfied or waived, which the Administrative Agent, in its Permitted Discretion, deems necessary or desirable (i) to preserve or protect the Collateral, or any portion thereof, (ii) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations or (iii) to pay any other amount chargeable to or required to be paid by the Borrowers pursuant to the terms of this Agreement, including payments of reimbursable expenses (including costs, fees, and expenses as described in Section 9.03) and other sums, in each case to the extent due and payable (and not in dispute by the Borrowers (acting in good faith)) under the Loan Documents (each such Loan, a "**Protective Advance**"). Any Protective Advance may be made in a principal amount that would cause the Total Revolving Exposure to exceed the Borrowing Base; provided that no Protective Advance may be made to the extent that, after giving effect to such Protective Advance (together with the outstanding principal amount of any outstanding Protective Advances), the aggregate principal amount of Protective Advances outstanding hereunder would exceed **10.0%** of the Borrowing Base as determined on the date of such proposed Protective Advance; and provided, further, that the Total Revolving Exposure shall not exceed the Aggregate Commitments. No Protective Advance may remain outstanding for more than **forty-five (45)** days without the consent of the Required Lenders unless a Liquidation is taking place. Each Protective Advance shall be secured by the Liens in favor of the Administrative Agent in and to the Collateral and shall constitute Obligations hereunder. All Protective Advances shall be ABR Borrowings or BA Rate Borrowings (with a BA Period of one month), as applicable. The Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing, with a copy to the Borrower Representative, and shall become effective prospectively upon the Administrative Agent's receipt thereof. The making of a Protective Advance on any one occasion shall not obligate the Administrative Agent to make any Protective Advance on any other occasion. At any time (and in any event no less than weekly) that the conditions precedent set forth in Section 4.02 have been satisfied or waived, the Administrative Agent may request the Lenders to make a Revolving Loan to repay a Protective Advance. At any other time, the Administrative Agent may require the Lenders to fund their risk participations described in Section 2.04(b).

(b) Upon the making of a Protective Advance by the Administrative Agent (whether before or after the occurrence of a Default or Event of Default), each Lender shall be deemed, without further action by any party hereto, unconditionally and irrevocably to have purchased from the Administrative Agent without recourse or warranty, an undivided interest and participation in such Protective Advance in proportion to its Applicable Percentage. From and after the date, if any, on which any Lender is required to fund its participation in any Protective Advance purchased hereunder, the Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of

all payments of principal and interest and all proceeds of Collateral (if any) received by the Administrative Agent in respect of such Protective Advance.

Section 2.05 [Reserved].

Section 2.06 Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, (i) each Issuing Bank agrees, in each case in reliance upon the agreements of the other Lenders set forth in this Section 2.06 and in accordance with its customary policies and procedures, (A) from time to time on any Business Day during the period from the DIP Closing Date to but not including the fifth Business Day prior to the Maturity Date, upon the request of the Borrower Representative, to issue Letters of Credit denominated in Dollars only for the account of U.S. Borrowers (or their Subsidiaries) and denominated in Dollars or Canadian Dollars for the account of Canadian Borrower (or its Subsidiaries); provided that, in all cases, a Borrower will be the applicant; and to amend or renew Letters of Credit previously issued by it, in accordance with Section 2.06(b), and (B) to honor drafts under the Letters of Credit, and (ii) the Lenders severally agree to participate in the Letters of Credit issued pursuant to Section 2.06(d).

(b) Notice of Issuance, Amendment, Renewal, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower Representative shall deliver to the applicable Issuing Bank and the Administrative Agent, at least **three (3)** Business Days in advance of the requested date of issuance (or such shorter period as is acceptable to Administrative Agent and the applicable Issuing Bank), a request to issue a Letter of Credit, which shall specify that it is being issued under this Agreement, in the form of Exhibit F attached hereto (each a "**Letter of Credit Request**"), and in connection therewith, the applicable Issuing Bank shall be entitled to rely on the representation and warranty made by the Borrower Representative pursuant to Section 4.02 unless otherwise notified to the contrary by the Administrative Agent or any Lender. To request an amendment, extension or renewal of a Letter of Credit, the Borrower Representative shall submit such a request to the applicable Issuing Bank (with a copy to the Administrative Agent) at least **three (3)** Business Days in advance of the requested date of amendment, extension or renewal, identifying the Letter of Credit to be amended, renewed or extended, and specifying the proposed date (which shall be a Business Day) and other details of the amendment, extension or renewal. Requests for issuance, amendment, renewal or extension must be accompanied by such other information as shall be necessary to issue, amend, renew or extend such Letter of Credit. If requested by Administrative Agent or the applicable Issuing Bank, the Borrower Representative also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any request for a Letter of Credit. In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any form of letter of credit application or other agreement submitted by the Borrower Representative to, or entered into by the Borrower Representative with, the applicable Issuing Bank relating to any Letter of Credit, the terms and conditions of this Agreement shall control. A Letter of Credit shall be issued, amended, renewed or extended only if (and on issuance, amendment, renewal or extension of each Letter of Credit the Borrower Representative shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension (i) the LC Exposure shall, subject to Section 2.09(b), not exceed **\$4,000,000**, and (ii) no breach of the limitations set out in Sections 2.01(a)-(d) will result from such issuance. Promptly after the 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 Issuing Bank will also deliver to the Borrower Representative and the Administrative Agent a true and complete copy of such Letter of Credit or amendment. Upon receipt of such Letter of Credit or amendment, the Administrative Agent shall notify the Lenders, in writing, of such Letter of Credit or amendment, and if so requested by a Lender, the Administrative Agent will provide such Lender with copies of such Letter of Credit or amendment. With respect to Commercial Letters of

Credit, each Issuing Bank shall on the first Business Day of each week submit to the Administrative Agent, by facsimile, a report detailing the daily aggregate total of Commercial Letters of Credit for the previous calendar week.

(c) Expiration Date.

(i) Each Standby Letter of Credit shall expire not later than the earlier of (A) the date one year after the date of the issuance of such Letter of Credit and (B) the date that is **five (5)** Business Days prior to the Maturity Date; provided that any Standby Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration (none of which, in any event, shall extend beyond the date referred to in clause (B) of this paragraph (c)(i) unless cash collateralized or backstopped pursuant to arrangements reasonably satisfactory to the Issuing Bank thereof).

(ii) Each Commercial Letter of Credit shall expire on the earlier of (A) **180** days after the date of the issuance of such Letter of Credit and (B) the date that is **five (5)** Business Days prior to the Maturity Date.

(d) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of the applicable Issuing Bank or the Lenders, the applicable Issuing Bank hereby grants to each Lender, and each Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such Letter of Credit. In consideration and in furtherance of the foregoing, each Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrowers on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrowers for any reason. Each Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or Event of Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Notwithstanding the terms of Section 2.02, if any Letters of Credit remain outstanding upon the termination of the Commitments, to the extent the Commitments exceed the Total Revolving Exposure upon such termination of the Commitments, the Issuing Banks shall be deemed to have sold to each Lender, and each Lender shall be deemed unconditionally and irrevocably to have so purchased from the Issuing Banks, without recourse or warranty, an undivided interest and participation, to the extent of such Lender's Applicable Percentage, in such undivided interest and participation of each Lender in such outstanding Letters of Credit, each drawing thereunder and the obligations of the Borrowers under this Agreement and the other Loan Documents with respect thereto.

(e) Reimbursement. If the applicable Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, the applicable Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent (or, in the case of Commercial Letters of Credit, the applicable Issuing Bank) an amount equal to such LC Disbursement not later than **1:00 p.m.**, Local Time, on the second Business Day immediately following the date the Borrower Representative receives notice under paragraph (g) of this Section of such LC Disbursement (or, if such notice is received less than two hours prior to the deadline for requesting ABR Borrowings pursuant to Section 2.03, on the third Business Day immediately following the date the Borrower Representative receives such notice); provided that the Borrower Representative may, subject to the conditions to borrowing set forth herein, request in

accordance with Section 2.03 that such payment be financed with an ABR Borrowing in Dollars or by way of a BA Rate Borrowing (with a BA Period of one month) if in Canadian Dollars, as applicable, in an equivalent amount and, to the extent so financed, the applicable Borrower's obligation to make such payment shall be discharged and replaced by such Borrowing. If the applicable Borrower fails to make such payment when due, the Administrative Agent shall notify each Lender of the applicable LC Disbursement, the payment then due from the applicable Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each Lender shall pay to the Administrative Agent its Applicable Percentage of the payment then due from the applicable Borrower, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, *mutatis mutandis*, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Lenders. Promptly following receipt by the Administrative Agent of any payment from a Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear.

(f) Obligations Absolute. The Borrowers' obligation to reimburse LC Disbursements as provided in paragraph (e) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the applicable Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, any Borrower's obligations hereunder. Neither the Administrative Agent, the Lenders nor any Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of such Issuing Bank; provided that the foregoing shall not be construed to excuse such Issuing Bank from liability to the Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by the Borrowers that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence, bad faith or willful misconduct on the part of applicable Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the applicable Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Disbursement Procedures. The applicable Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under

a Letter of Credit. Such Issuing Bank shall promptly notify the Administrative Agent and the Borrower Representative by telephone (confirmed by facsimile) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrowers of their obligation to reimburse such Issuing Bank and the Lenders with respect to any such LC Disbursement.

(h) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the Borrowers shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrowers reimburse such LC Disbursement, at the rate per annum then applicable to Loans that are ABR Loans if denominated in Dollars and at the then applicable BA Rate (with a BA Period of one month) plus the Applicable Rate then applicable to BA Rate Loans if denominated in Canadian Dollars; provided that if the Borrowers fail to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(c) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Lender pursuant to paragraph (e) of this Section to reimburse such Issuing Bank shall be for the account of such Lender to the extent of such payment.

(i) Replacement of an Issuing Bank. An Issuing Bank may be replaced with the consent of the Administrative Agent (not to be unreasonably withheld or delayed) at any time by written agreement among the Borrower Representative, the Administrative Agent and the successor Issuing Bank. The Administrative Agent shall notify the Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the Borrowers shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of the replaced Issuing Bank under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit. An Issuing Bank may resign at any time by giving **thirty (30)** days prior written notice to the Lenders, the other Issuing Banks and the Borrower Representative. From the effective date of such resignation, such Issuing Bank shall have no obligation to issue, amend, renew, extend or otherwise modify any Letter of Credit, but shall continue to have all rights and other obligations of an Issuing Bank hereunder relating to any Letter of Credit issued by it prior to such date.

(j) Cash Collateralization.

(i) If any Event of Default shall occur and be continuing, then on the Business Day that the Borrower Representative receives notice from the Administrative Agent or the Required Lenders demanding the deposit of Cash collateral pursuant to this paragraph (j), upon such demand, the Borrowers shall deposit, in an interest-bearing account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders (the "**LC Collateral Account**"), an amount in Cash (in Dollars and/or Canadian Dollars as applicable) equal to **100.0%** of the LC Exposure as of such date.

(ii) Any such deposit under clause (i) above shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations in accordance with the provisions of this paragraph (j). The Administrative Agent shall have

exclusive dominion and control, including the exclusive right of withdrawal, over such account and each Borrower hereby grants the Administrative Agent a security interest and Lien in the LC Collateral Account. Interest or profits, if any, on such investments shall accumulate in such account. Monies in such account shall be applied by the Administrative Agent to reimburse the applicable Issuing Bank for LC Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to the consent of the Required Lenders), be applied to satisfy other Secured Obligations. If any Borrower is required to provide an amount of Cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (together with all interest and other earnings with respect thereto, to the extent not applied as aforesaid) shall be returned to such Borrower promptly but in no event later than **three (3) Business Days**, after such Event of Default has been cured or waived.

(k) Existing Letters of Credit. Each Existing Letter of Credit shall for all purposes hereunder and under the other Loan Documents, be deemed to be a Letter of Credit issued under this Agreement and shall be subject to all of the terms of this Agreement with respect to Letters of Credit.

Section 2.07 Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by **2:30 p.m.**, Local Time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's respective Applicable Percentage. The Administrative Agent will make such Loans available to the applicable Borrower by promptly crediting the amounts so received, in like funds, to the Funding Account or as otherwise directed by the Borrower Representative; provided that ABR Revolving Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.06(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank and (ii) a Protective Advance shall be retained by the Administrative Agent to be applied as contemplated by Section 2.04 (and the Administrative Agent shall deliver to the applicable Borrower a reasonably detailed accounting of such application). This Section 2.07 shall not apply to Protective Advances, which may not be converted or continued.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such applicable Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section 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 (without duplication) such corresponding amount with interest thereon, subject to the *Interest Act* (Canada) if applicable, for each day from and including the date such amount is made available to the applicable Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of the applicable Borrower, the interest rate applicable to Loans comprising such Borrowing at such time, subject to the *Interest Act* (Canada) if applicable. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing and the applicable Borrower's obligation to repay the Administrative Agent such corresponding amount pursuant to this Section 2.07(b) shall cease. If the applicable Borrower pays such amount to the Administrative Agent, the amount so paid shall constitute a repayment of such

Borrowing by such amount. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Commitment or to prejudice any rights which the Administrative Agent or the applicable Borrower or any other Loan Party may have against any Lender as a result of any default by such Lender hereunder.

Section 2.08 Type; Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a LIBO Rate Borrowing or BA Rate Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower Representative may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a LIBO Rate Borrowing or BA Rate Borrowing, may elect Interest Periods or BA Periods, as applicable, therefor, all as provided in this Section; provided that Loans in Dollars may only be converted to or continued in Loans in Dollars and Loans in Canadian Dollars may only be continued in Loans in Canadian Dollars. The Borrower Representative may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, based upon their Applicable Percentages and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower Representative shall notify the Administrative Agent of such election either delivered in writing (by hand delivery, fax or other electronic transmission (including “.pdf” or “.tif”)) or by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower Representative were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery, fax or other electronic transmission (including “.pdf” or “.tif”) to the Administrative Agent of a written Interest Election Request signed by the Borrower Representative.

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

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

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

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a LIBO Rate Borrowing or a BA Rate Borrowing; and

(iv) if the resulting Borrowing is (i) a LIBO Rate Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term “Interest Period” or (ii) a BA Rate Borrowing, the BA Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term “BA Period”.

If any such Interest Election Request requests a LIBO Rate Borrowing or BA Rate Borrowing but does not specify an Interest Period or BA Period, as applicable, then the Borrower Representative shall be deemed to have selected an Interest Period or BA Period, as applicable, of **one (1) month's** duration.

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

(e) If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a LIBO Rate Borrowing or BA Rate Borrowing prior to the end of the Interest Period or BA Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period or BA Period such Borrowing shall be converted to a LIBO Rate Borrowing or BA Rate Borrowing, as applicable, with an Interest Period or BA Period, as applicable, of **one (1) month**. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower Representative, then, so long as an Event of Default is continuing (i) no outstanding Borrowing may be converted to or continued as a LIBO Rate Borrowing or continued as a BA Rate Borrowing at the end of the then-current Interest Period or BA Period applicable thereto and (ii) unless repaid, each LIBO Rate Borrowing shall be converted to an ABR Borrowing at the end of the then-current Interest Period applicable thereto.

Section 2.09 Termination and Reduction of Commitments.

(a) Unless previously terminated, all Commitments shall terminate on the Termination Date.

(b) Upon delivering the notice required by Section 2.09(d), the Borrower Representative may at any time terminate the Commitments upon (i) the payment in full in Cash of all outstanding Loans, together with accrued and unpaid interest thereon, (ii) the cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, the furnishing to the Administrative Agent of a Cash deposit (or if reasonably satisfactory to the Administrative Agent, a backup standby letter of credit) in Dollars and/or Canadian Dollars, as applicable, equal to **102.0%** of the LC Exposure as of such date) and (iii) the payment in full of all accrued and unpaid fees and all reimbursable expenses and other Obligations then due, together with accrued and unpaid interest (if any) thereon.

(c) Upon delivering the notice required by Section 2.09(d), the Borrower Representative may from time to time reduce the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of **\$1,000,000** and not less than **\$1,000,000**, (ii) any such reduction shall also reduce the Canadian Sublimit by a proportional amount and (iii) the Borrower Representative shall not reduce the Commitments if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.10 or Section 2.11, a breach of the limitations set out in Sections 2.01(a)-(d) would result.

(d) The Borrower Representative shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) or (c) of this Section at least **three (3)** Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; provided that a notice of termination of the Commitments delivered by the Borrower Representative may state that such notice is conditioned upon

the effectiveness of other transactions, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments pursuant to this Section 2.09 shall be permanent. Upon any reduction of the Commitments, the Commitment of each Lender shall be reduced by such Lender's Applicable Percentage of such reduction amount.

Section 2.10 Repayment of Loans; Evidence of Debt.

(a) The Borrowers hereby unconditionally promise to pay (on a joint and several basis) (i) to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Revolving Loan on the Termination Date, (ii) to the Administrative Agent the then unpaid amount of each Protective Advance on the earliest of (A) the Termination Date, (B) within **three (3)** Business Days following receipt of written demand therefor by the Administrative Agent and (C) **forty-five (45)** days (or such longer period as may be consented to by Required Lenders) after such Protective Advance is made, (iii) [reserved]; provided that on each date that a Revolving Loan is made while any Protective Advance is outstanding, the applicable Borrower shall repay all Protective Advances with the proceeds of such Revolving Loan then outstanding. On the Termination Date, the applicable Borrower shall cancel and return all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, furnish to the Administrative Agent a Cash deposit (or if reasonably satisfactory to the Administrative Agent, a backup standby letter of credit) in Dollars and/or Canadian Dollars, as applicable, equal to **102.0%** of the LC Exposure as of such date) and make payment in full in Cash of all accrued and unpaid fees and all reimbursable expenses and other Obligations then due, together with accrued and unpaid interest (if any) thereon.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the applicable Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

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

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein (absent manifest error); provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any manifest error therein shall not in any manner affect the obligation of the applicable Borrower to repay the Loans in accordance with the terms of this Agreement; provided, further, that in the event of any inconsistency between the accounts maintained by the Administrative Agent pursuant to paragraph (c) of this Section and any Lender's records, the accounts of the Administrative Agent shall govern.

(e) Any Lender may request that Loans made by it be evidenced by a Promissory Note. In such event, the applicable Borrower shall prepare, execute and deliver to such Lender a Promissory Note payable to such Lender and its registered assigns. Thereafter, the Loans evidenced by such Promissory Note and interest thereon shall at all times (including after assignment pursuant to Section 9.05) be represented by one or more Promissory Notes in such form payable to the payee named therein and its registered assigns.

Section 2.11 Prepayment of Loans.

(a) Upon prior notice in accordance with paragraph (d) of this Section, the applicable Borrower shall have the right at any time and from time to time to prepay any Borrowing in whole or in part without premium or penalty (but subject to Section 2.16). Prepayments made by a Borrower pursuant to this Section 2.11(a), *first*, shall be applied ratably to the outstanding LC Disbursements and *second*, shall be applied ratably to the outstanding Loans of such Borrower.

(b) Except for Protective Advances permitted under Section 2.04, in the event and on each Business Day on which the Total Revolving Exposure exceeds the Line Cap or the Canadian Exposure exceeds the Canadian Sublimit (whether as a result of fluctuations in the currency rates or otherwise) the applicable Borrower shall prepay the Revolving Loans and/or reduce LC Exposure, in an aggregate amount equal to such excess by taking any of the following actions as it shall determine at its sole discretion: (A) prepayment of Revolving Loans or (B) with respect to such excess LC Exposure, deposit of Cash in the LC Collateral Account or "backstopping" or replacement of such Letters of Credit, in each case, in an amount equal to **100.0%** of such excess LC Exposure (but in any event, such payments of Revolving Loans and such deposits of Cash or "backstopping" or replacements of Letters of Credit shall in the aggregate be equal to such excess); provided that (1) if the circumstances described in this clause (b) are the result of the imposition of or increase in a Reserve, the applicable Borrower shall not be required to make the initial prepayment or deposit until the fifth Business Day following the date on which the Borrower Representative receives notice from the Administrative Agent pursuant to Section 2.24 of such imposition or increase and (2) the LC Exposure may not be reduced to less than zero.

(c) At all times after the occurrence and during the continuance of an Event of Default (subject to the provisions of Section 2.18(b) and to the terms of the Pledge and Security Agreement), on each Business Day, at or before **1:00 p.m.**, New York City time, the Administrative Agent shall apply all immediately available funds credited to the Administrative Agent Account or otherwise received from the Loan Parties by Administrative Agent, in the following order, *first* to pay any fees, indemnities or expense reimbursements then due to the Administrative Agent, the Issuing Banks and the Lenders constituting Obligations, *pro rata*, *second* to pay interest due and payable in respect of any Revolving Loans and any Protective Advances that may be outstanding, *pro rata*, *third* to prepay the principal of any Protective Advances that may be outstanding, *pro rata*, *fourth* to prepay the principal of the Loans and to cash collateralize at **100.0%** of the aggregate face amount of outstanding LC Exposure denominated in Dollars and at **102%** of the aggregate face amount of outstanding LC Exposure denominated in Canadian Dollars, *pro rata*, *fifth* to pay any other Obligations (other than contingent indemnification obligations for which no claim has yet been made) then due, in such order and manner as the Administrative Agent determines; *sixth*, to pay Secured Obligations in connection with Banking Services Obligations or Secured Hedging Obligations then due, *pro rata*, and *seventh*, as the applicable Borrower may direct.

(d) The Borrower Representative shall notify the Administrative Agent by telephone (confirmed in writing) of any prepayment hereunder (i) in the case of prepayment of a LIBO Rate Borrowing or BA Rate Borrowing, not later than **1:00 p.m.**, Local Time, **three (3)** Business Days before the date of prepayment, or (ii) in the case of prepayment of an ABR Borrowing, not later than **1:00 p.m.**, Local Time, on the day of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an

advance of a Borrowing of the same Type as provided in Section 2.02(c) and shall be the same currency as the Borrowing being paid. Each prepayment of a Borrowing pursuant to this Section 2.11 shall be applied as provided in paragraph (a) of this Section.

Section 2.12 Fees.

(a) The Borrower Representative agrees to pay to the Administrative Agent for the account of each Lender a commitment fee, which shall accrue at a rate equal to the Commitment Fee Rate per annum on the average daily amount of the Available Commitment of such Lender during the period from and including the DIP Closing Date through the date on which such Lender's Commitments terminate. Accrued commitment fees shall be payable in arrears on the last Business Day of each month for the monthly period then ended and on the date on which the Commitments terminate. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(b) The Borrower Representative agrees to pay, on behalf of the applicable Borrowers (i) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Standby Letters of Credit, which shall accrue at the same Applicable Rate used to determine the interest rate applicable to LIBO Rate Loans on the daily amount of such Lender's LC Exposure in respect of Standby Letters of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements), during the period from and including the DIP Closing Date through the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure in respect of Standby Letters of Credit, (ii) to the Administrative Agent for the account of each Lender a participation fee with respect to its participations in Commercial Letters of Credit, which shall accrue at the same Applicable Rate used to determine the interest rate applicable to LIBO Rate Loans (in the case of LC Exposure in Dollars) and BA Rate Loans (in the case of LC Exposure in Canadian Dollars), on the daily amount of such Lender's LC Exposure in respect of Commercial Letters of Credit (excluding any portion thereof attributable to unreimbursed LC Disbursements), during the period from and including the DIP Closing Date through the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure in respect of Commercial Letters of Credit, and (iii) to each Issuing Bank, for its own account, a fronting fee, in respect of each Letter of Credit issued by such Issuing Bank for the period from the date of issuance of such Letter of Credit through the expiration date of such Letter of Credit (or if terminated on an earlier date, to the termination date of such Letter of Credit), computed at a rate equal to **0.125%** per annum of the daily stated amount of such Letter of Credit, as well as such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder. Such fee shall be payable in Dollars in respect of Letters of Credit denominated in Dollars and Canadian Dollars in respect of Letters of Credit denominated in Canadian Dollars. Participation fees and fronting fees shall be payable in arrears on the last Business Day of each month for the monthly period then ended; provided that all such fees shall be payable on the date on which the Commitments terminate and any such fees accruing after the date on which the Commitments terminate shall be payable on demand. Any other fees payable to any Issuing Bank pursuant to this paragraph shall be payable within **thirty (30)** days after written demand (accompanied by reasonable back-up documentation therefor). All participation fees and fronting fees shall be computed on the basis of a year of **360** days and shall be payable for the actual number of days elapsed.

(c) Rockport Group agrees to pay to the Administrative Agent, for its own account and the account of the other Lenders, a closing fee (the "**Closing Fee**") of 0.25% of the Aggregate Commitments. The Closing Fee is fully-earned and due and payable on the DIP Closing Date.

(d) Rockport Group agrees to pay to the Administrative Agent, for its own account those fees set forth in the Fee Letter, payable in the amounts and at the times specified therein or as so otherwise agreed upon by Rockport Group and the Administrative Agent, and such other fees as may otherwise be separately agreed upon from time to time by Rockport Group and the Administrative Agent in writing.

(e) The Administrative Agent and the Lenders hereby agree to waive payment of the "Success Fee" as defined in and otherwise due and payable pursuant to that certain Fourth Amendment to Revolving Credit Agreement dated as of December 26, 2017 with effect as of December 20, 2017.

(f) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent (or to the applicable Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the Lenders. Fees paid shall not be refundable under any circumstances except as specifically provided herein or in the Fee Letter, as applicable.

Section 2.13 Interest.

(a) The Loans comprising each ABR Borrowing (including each Protective Advance attributable to any Loan Party other than a Canadian Loan Party) shall bear interest at the Alternate Base Rate *plus* the Applicable Rate.

(b) The Loans comprising each Protective Advance attributable to any Canadian Loan Party or any amount converted to a BA Rate Borrowing pursuant to Section 2.14 or Section 2.20 shall bear interest at the BA Rate for a one month period plus the Applicable Rate then applicable to BA Rate Borrowings.

(c) The Loans comprising each LIBO Rate Borrowing shall bear interest at the LIBO Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Rate.

(d) The Loans comprising each BA Rate Borrowing shall bear interest at the BA Rate for the Interest Period in effect for such Borrowing *plus* the Applicable Rate.

(e) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee payable by the applicable Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, to the fullest extent permitted by law, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal or interest of any Loan, **2.0% plus** the rate otherwise applicable to such Loan as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount denominated in Dollars, **2.0% plus** the rate applicable to Loans that are ABR Loans as provided in paragraph (a) of this Section and, in the case of any other amount denominated in Canadian Dollars, the rate applicable to Loans as provided in paragraph (b) of this Section.

(f) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and upon the Termination Date; provided that (i) interest accrued pursuant to paragraph (e) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, and (iii) in the event of any conversion of any LIBO Rate Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion; *provided* that all accrued and unpaid interest shall be due and payable automatically

and immediately without any demand upon the occurrence of any Event of Default pursuant to Section 7.01(a).

(g) All interest hereunder shall be computed on the basis of a year of **360** days, except that interest computed by reference to (i) the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate, or (ii) the BA Rate, shall be computed on the basis of a year of **365** days (or **366** days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate, LIBO Rate and BA Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error. For the purposes of the *Interest Act* (Canada), the yearly rate of interest to which any rate calculated on the basis of a period of time different from the actual number of days in the year (360 days, for example) is equivalent is the stated rate multiplied by the actual number of days in the year (365 or 366 days, as applicable) and divided by the number of days in the shorter period (360 days, in the example).

(h) The Borrowers confirm that they fully understand and are able to calculate each rate of interest applicable to the credit facility hereunder based on the methodology for calculating per annum rates provided for in this Agreement. The Administrative Agent agrees that if requested in writing by the Borrower Representative it shall calculate the nominal and effective per annum rate of interest on any Loan outstanding at any time and provide such information to the Borrower Representative promptly following such request; provided that, any error in any such calculation, or any failure to provide such information on request, shall not relieve the Borrowers of any of its obligations under this Agreement or any other Loan Document, nor result in any liability to the Administrative Agent or any Lender. The Borrowers hereby irrevocably agree not to plead or assert, whether by way of defense or otherwise, in any proceeding relating to the Loan Documents, that the interest payable under the Loan Documents 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.

(i) All accrued and unpaid interest shall be paid in cash on the Termination Date and shall also be paid in cash on any date a prepayment or payment of principal of Loans is made for any interest applicable to such principal being prepaid or paid.

Section 2.14 Alternate Rate of Interest. If prior to the commencement of any Interest Period for a LIBO Rate Borrowing or any BA Period for a BA Rate Borrowing:

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

(b) the Administrative Agent is advised by the Required Lenders that the LIBO Rate or BA Rate, as applicable, for such Interest Period or BA Period, as applicable, will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period or BA Period, as applicable;

then the Administrative Agent shall promptly give notice thereof to the Borrower Representative and the Lenders by telephone or facsimile as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist, which the Administrative Agent agrees promptly to do, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a LIBO Rate Borrowing or continuation of any Borrowing as a BA Rate Borrowing shall be ineffective and such Borrowing shall be converted to an ABR Borrowing (if a LIBO Rate Borrowing) or shall be

repaid (if a BA Rate Borrowing) on the last day of the Interest Period applicable thereof, (ii) if any Borrowing Request requests a LIBO Rate Borrowing, such Borrowing shall be made as an ABR Borrowing and (iii) if any Borrowing Request requests a BA Rate Borrowing, no Borrowing shall be made.

Section 2.15 Increased Costs.

(a) If any Change in Law shall:

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

(ii) impose on any Lender or Issuing Bank or the London interbank market any other condition affecting this Agreement, LIBO Rate Loans and BA Rate Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Lender or the Administrative Agent to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b)-(d) of the definition of Excluded Taxes, (C) Connection Income Taxes and (D) Other Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or Administrative Agent of making or maintaining any LIBO Rate Loan or BA Rate Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or Issuing Bank of participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or Issuing Bank hereunder (whether of principal, interest or otherwise) in an amount deemed by such Lender or Issuing Bank, as applicable, to be material, then, within **thirty (30)** days after the Borrower Representative's receipt of the certificate contemplated by paragraph (c) of this Section, the applicable Borrower will pay to such Lender or Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or Issuing Bank, as applicable, for such additional costs incurred or reduction suffered; provided that the applicable Borrower shall not be liable for such compensation if (x) the relevant Change in Law occurs on a date prior to the date such Lender becomes a party hereto, (y) the Lender invokes Section 2.20 or (z) such circumstances in clause (ii) above resulting from a market disruption are not generally affecting the banking market.

(b) If any Lender or Issuing Bank determines that any Change in Law regarding liquidity or capital requirements has or would have the effect of reducing the rate of return on such Lender's or Issuing Bank's capital or on the capital of such Lender's or Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such a Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy), then within **thirty (30)** days of receipt by the Borrower Representative of the certificate contemplated by paragraph (c) of this Section the applicable Borrower will pay to such Lender or such Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender, an Issuing Bank or the Administrative Agent setting forth the amount or amounts necessary to compensate such Lender, Issuing Bank or the Administrative Agent or such Lender's holding company, as applicable, as specified in paragraphs (a), (b), or (c) of this Section and setting forth in reasonable detail the manner in which such amount or amounts was determined shall be delivered to the Borrower Representative and shall be conclusive absent manifest error.

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

Section 2.16 Break Funding Payments. In the event of (a) the conversion or prepayment of any principal of any LIBO Rate Loan or BA Rate Loan other than on the last day of an Interest Period or BA Period applicable thereto (whether voluntary, mandatory, automatic, by reason of acceleration or otherwise), (b) the failure to borrow, convert, continue or prepay any LIBO Rate Loan or BA Rate Loan on the date or in the amount specified in any notice delivered pursuant hereto or (c) the assignment of any LIBO Rate Loan or BA Rate Loan of any Lender other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower Representative pursuant to Section 2.19, then, in any such event, the applicable Borrower shall compensate each Lender for the loss, cost and expense attributable to such event (other than loss of profit). A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section and the basis therefor and setting forth in reasonable detail the manner in which such amount or amounts was determined shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within **thirty (30)** days after receipt thereof.

Section 2.17 Taxes.

(a) Any and all payments by or on account of any obligation of any Loan Party under any Loan Document shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable law; provided that if any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then (i) if such Tax is an Indemnified Tax, the sum payable shall be increased as necessary so that after making all required deductions or withholding (including deductions and withholding applicable to additional sums payable under this Section) the Administrative Agent, any Lender or any Issuing Bank (as applicable) receives an amount equal to the sum it would have received had no such deductions or withholding been made, (ii) such Withholding Agent shall be entitled to make such deductions or withholding and (iii) such Withholding Agent shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law.

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

(c) Any Loan Party shall, jointly and severally with respect to all of the Obligations, indemnify the Administrative Agent, each Lender and each Issuing Bank within **ten (10)** days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender or Issuing Bank, as applicable, on or with respect to any payment by or any payment on account of any obligation of such Loan Party under any Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section), and reasonable out-of-pocket expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Loan Party by a Lender or an Issuing Bank (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or an Issuing Bank, shall be conclusive absent manifest error.

(d) Each Lender shall severally indemnify the Administrative Agent, within **ten (10)** days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that any Loan Party has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.05(c) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(e) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by a Loan Party to a Governmental Authority, such Loan Party 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 the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(f) Status of Lenders.

(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 Borrower Representative and the Administrative Agent, at the time or times reasonably requested by the Borrower Representative or the Administrative Agent and at the time or times prescribed by applicable law, such properly completed and executed documentation prescribed by applicable laws or by the taxing authorities of any jurisdiction and such other documentation reasonably requested by the Borrower Representative or the Administrative Agent or prescribed by applicable law 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 Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or by the taxing authority of any jurisdiction or reasonably requested by the Borrower Representative or the Administrative Agent as will enable the Borrower Representative 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

set forth in Sections 2.17(f)(ii)(A), (ii)(B), (ii)(C) and (ii)(D) below) 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,

(A) any Lender that is not a Foreign Lender shall deliver to the Borrower Representative 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 Borrower Representative or the Administrative Agent), two executed originals of IRS Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall deliver to the Borrower Representative 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 Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN-E (or any successor form) 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 any successor form) 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 originals of IRS Form W-8ECI (or any successor form);

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 871(h) or Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit K-1 to the effect that such Foreign Lender is not a "bank" under Section 881(c)(3)(A) of the Code, is not a "10 percent shareholder" of any U.S. Borrower within the meaning of Section 871(h)(3)(B) of the Code, and is not a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "**U.S. Tax Compliance Certificate**") and (y) executed originals of IRS Form W-8BEN-E (or any successor form); or

(4) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-2 or Exhibit K-3, IRS Form W-9, and/or other certification documents (or any successor forms) from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit K-4 on behalf of each such partner;

(C) any Foreign Lender shall deliver to the Borrower Representative 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 Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower Representative or the Administrative Agent) executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax or Canadian withholding tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower Representative 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 Borrower Representative and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower Representative or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) as may be necessary for the Borrower Representative 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 expires or becomes obsolete or inaccurate in any respect, it shall promptly deliver to the Borrower Representative and the Administrative Agent (in such number of copies as shall be requested by the recipient) renewals, amendments or additional or successor forms, properly completed and duly executed by such Lender, together with any other certificate or statement of exemption required in order to confirm or establish such Lender's status or that such Lender is entitled to an exemption from or reduction in applicable tax. If as a result of any change in Change in Law, regulation or treaty, or in any official application or interpretation thereof applicable to the payments made by or on behalf of any Loan Party or by the Administrative Agent under any Loan Document or any change in an income tax treaty applicable to any Lender, any Lender is unable to submit to the Borrower Representative or the Administrative Agent any form or certificate that such Lender is obligated to submit pursuant to Section 2.17(f)(ii) or such Lender is required to withdraw or cancel any such form or certificate previously submitted or any such form or certificate otherwise becomes ineffective or inaccurate, such Lender shall promptly notify the Borrower Representative and Administrative Agent of such fact and the Lender shall to that extent not be obligated to provide any such form or certificate and will be entitled to withdraw or cancel any affected form or certificate, as applicable.

(g) If the Administrative Agent or a Lender determines, in its sole discretion, that it has received a refund of any Indemnified Taxes or Other Taxes as to which it has been indemnified by a Loan Party or with respect to which such Loan Party has paid additional amounts pursuant to this Section 2.17, it shall pay over such refund to such Loan Party (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Party under this Section 2.17 with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent or such Lender (including any Taxes imposed with respect to such refund), and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund); provided that such Loan Party, upon the request of the Administrative Agent or such Lender, 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 Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (g), in no event will the Administrative Agent or a Lender be required to pay any amount to a Loan Party pursuant to this paragraph (g) to the extent that the payment of which would place the Administrative Agent or Lender in a less favorable net after-Tax position than the Administrative Agent or Lender would have been in if the Tax subject to indemnification 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 Section shall not be construed to require the Administrative Agent or any Lender to make available its tax returns (or any other information relating to its taxes which it deems confidential) to such Loan Party or any other Person.

(h) Survival. Each party's obligations under this Section 2.17 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Loan Document.

Section 2.18 Payments Generally; Allocation of Proceeds; Sharing of Set-offs.

(a) Unless otherwise specified, the applicable Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, subject to the *Interest Act* (Canada) if applicable, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to **1:30 p.m.**, New York City time, on the date when due, in immediately available funds, without set-off (except as otherwise provided in Section 2.17) or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent to the applicable account designated to the applicable Borrower by the Administrative Agent, except that payments to be made directly to the applicable Issuing Bank as expressly provided herein and except that payments pursuant to Section 2.15, 2.16 or 2.17 and 9.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. Except as provided in Section 2.04 with respect to Protective Advances and in Section 2.20, each Borrowing, each payment or prepayment of principal of any Borrowing, each payment of interest on the Loans of a given Class, each payment of the commitment fees, each reduction of the Commitments and each conversion of any Borrowing to or continuation of any Borrowing as a Borrowing of any Type (and of the same Class) shall be allocated *pro rata* among the Lenders in accordance with their respective Applicable Percentages. Each Lender agrees that in computing such Lender's portion of any Borrowing to be made hereunder, the Administrative Agent may, in its discretion, round each Lender's percentage of such Borrowing to the next higher or lower whole dollar amount. All payments hereunder shall be made in the currency in which such Obligation is due. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment. At all times during the Availability Period, solely for purposes of determining the amount of Loans available for borrowing purposes, checks and Cash or other immediately available funds from collections of items of payment and proceeds of any Collateral shall (i) to the extent received from or on behalf of U.S. Loan parties, in whole or in part against the U.S. Obligations and then to Canadian Obligations, on the day of receipt, subject to actual collection and (ii) to the extent received from or on behalf of Canadian Loan Parties, in whole or in part against the Canadian Obligations and then to the U.S. Obligations, on the day of receipt, subject to actual collection.

this Section 2.19 shall be deemed to prejudice any rights that the applicable Borrower may have against a Lender that is a Defaulting Lender. Each Lender agrees that if it is replaced pursuant to this Section 2.19, it (x) shall execute and deliver to the Administrative Agent an Assignment and Assumption to evidence such sale and purchase and shall deliver to the Administrative Agent any Promissory Note (if the assigning Lender's Loans are evidenced by Promissory Notes) subject to such Assignment and Assumption; provided that the failure of any Lender replaced pursuant to this Section 2.19 to execute an Assignment and Assumption or deliver such Promissory Notes shall not render such sale and purchase (and the corresponding assignment) invalid and such assignment shall be recorded in the Register and the Promissory Notes shall be deemed cancelled upon such failure and (y) shall be deemed to have consented to such proposed amendment, waiver or consent. Each Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Lender's attorney-in-fact and agent, with full authority in the place and stead of such Lender and in the name of such Lender, from time to time in the Administrative Agent's discretion, with prior written notice to such Lender, to take any action and to execute any such Assignment and Assumption or other instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (b).

Section 2.20 Illegality. If any Lender reasonably determines that any Change in Law has made it unlawful, or that any Governmental Authority has asserted after the DIP Closing Date that it is unlawful, for such Lender or its applicable lending office to make or maintain any LIBO Rate Loans or BA Rate Loans, then, on notice thereof by such Lender to the Borrower Representative through the Administrative Agent, any obligations of such Lender to make or continue LIBO Rate Loans or BA Rate Loans or to convert ABR Borrowings to LIBO Rate Borrowings shall be suspended until such Lender notifies the Administrative Agent and the Borrower Representative that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrowers shall upon demand from such Lender (with a copy to the Administrative Agent), either convert all LIBO Rate Borrowings of such Lender to ABR Borrowings, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such LIBO Rate Borrowings to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon receipt of such notice, the Borrowers shall upon demand from such Lender (with a copy to the Administrative Agent) either repay all BA Rate Borrowing of such Lender, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such BA Rate Borrowing to such day, or immediately, if such Lender may not lawfully continue to maintain such Loans. Upon any such prepayment or conversion, the Borrower Representative shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different lending office if such designation will avoid the need for such notice and will not, in the determination of such Lender, otherwise be materially disadvantageous to it.

Section 2.21 Cash Receipts.

(a) Annexed hereto as Schedule 2.21(a) is a schedule of all DDAs and Excluded Accounts that, to the knowledge of the Responsible Officers of the Loan Parties, are maintained by the Loan Parties as of the DIP Closing Date, which Schedule includes, with respect to each DDA and Excluded Account, in each case as of the DIP Closing Date, (i) the name and address of the financial institution at which such DDA or Excluded Account is maintained and (ii) the account number(s) assigned to such DDAs or Excluded Accounts by such financial institution.

(b) **[Reserved].**

(c) Each Loan Party (other than UK Holdings) shall on or prior to the DIP Closing Date (to the extent not previously delivered, and to the extent permitted by the Orders) enter into a blocked account agreement (each, a "**Blocked Account Agreement**"), in form reasonably satisfactory to the Administrative Agent, with the Administrative Agent and any financial institution with which such

Loan Party maintains a DDA (other than with respect to the DIP Note Proceeds Deposit Account and the Existing Credit Agreement Collateral Account) (collectively, the “**Blocked Accounts**”), which Blocked Accounts as of the DIP Closing Date are listed on Schedule 2.21(c) annexed hereto, which Schedule includes, with respect to each Blocked Account, in each case as of the DIP Closing Date, (i) the name and address of the financial institution at which such Blocked Account is maintained and (ii) the account number(s) assigned to such Blocked Account by such financial institution. In the event that any Loan Party (other than UK Holdings) acquires any DDA after the DIP Closing Date in connection with an Investment permitted hereunder or otherwise that will, following the integration of such DDA into the cash management procedures of the Loan Parties, constitute a Blocked Account, such Loan Party shall enter into a Blocked Account Agreement with respect thereto within **thirty (30)** days, in each case following the date such DDA is acquired (or, in each case, such longer period as the Administrative Agent may agree to in its reasonable discretion).

(d) Each Blocked Account Agreement relating to any concentration account into which the DDAs are swept (each, a “**Concentration Account**”) shall require the ACH or wire transfer no less frequently than once per Business Day (unless the shall have occurred), of all available Cash balances and Cash receipts, including the then contents or then entire ledger balance of each Blocked Account relating to any Concentration Account (net of such minimum balance, not to exceed **\$100,000** per account or **\$1,000,000** in the aggregate for all such accounts, as may be required to be maintained in the subject Blocked Account by the bank at which such Blocked Account is maintained (the “**Required Minimum Balances**”), to accounts maintained by the Administrative Agent (collectively or individually, the “**Administrative Agent Accounts**”). All amounts received in the Administrative Agent Accounts shall be applied (and allocated) by the Administrative Agent in accordance with Section 2.11(c); provided that if the circumstances described in Section 2.18(b) are applicable, all such amounts shall be applied in accordance with such Section 2.18(b). Each Loan Party agrees that it will not cause any proceeds of any Blocked Account relating to any Concentration Account to be otherwise redirected. At all times, subject to the provisions of Section 2.21(c), the Loan Parties shall maintain all of their Cash and Cash Equivalents in Blocked Accounts, DDAs (solely to the extent such DDA is not required to be a Blocked Account pursuant to clause (c) above), Excluded Accounts or securities accounts subject to the control of the Administrative Agent, and amounts shall be swept from the Blocked Accounts relating to any Concentration Account to the Administrative Agent Account as provided herein, except for Required Minimum Balances.

(e) The Loan Parties shall promptly notify the Administrative Agent of any DDA or Blocked Account established or maintained after the DIP Closing Date by a Loan Party. The Loan Parties may close DDAs or Blocked Accounts and/or open new DDAs or Blocked Accounts, subject (i) in the case of opening any new DDAs, to the satisfaction of the requirements set forth in Section 2.21(c)(i) with respect to such new DDAs, (ii) in the case of opening any new Blocked Accounts, to the contemporaneous (or such longer period as the Administrative Agent may agree in its reasonable discretion) execution and delivery to the Administrative Agent of a Blocked Account Agreement consistent with the provisions of this Section 2.21 and otherwise reasonably satisfactory to the Administrative Agent, and (iii) to the terms of the Cash Management Order or the Orders, as applicable.

(f) The Administrative Agent Accounts shall at all times be under the sole dominion and control of the Administrative Agent. Each Loan Party hereby acknowledges and agrees that (i) such Loan Party has no right of withdrawal from any Administrative Agent Account (except as provided in Section 2.11(c) or 2.18(b)), (ii) the funds on deposit in the Administrative Agent Accounts shall at all times continue to be collateral security for the Secured Obligations, and (iii) the funds on deposit in the Administrative Agent Account shall be applied as provided in this Agreement and the Intercreditor Agreement. In the event that, notwithstanding the provisions of this Section 2.21, any Loan Party receives or otherwise has dominion and control of any proceeds or collections required to be transferred

to any Administrative Agent Account pursuant to Section 2.21(d), such proceeds and collections shall be held in trust by such Loan Party for the Administrative Agent, and shall promptly be deposited into the applicable Administrative Agent Account or dealt with in such other fashion as such Loan Party may be instructed by the Administrative Agent.

(g) At all times during the Availability Period, the Administrative Agent may direct that all amounts in the Blocked Accounts which are Concentration Accounts be paid to the Administrative Agent Account.

(h) Any amounts held or received in any Administrative Agent Account (including all interest and other earnings with respect thereto, if any) at any time (i) when the Termination Date has occurred or (ii) no Default or Event of Default exists, shall (subject, in the case of clause (i), to the provisions of the Intercreditor Agreement) be remitted to an account of the Borrower Representative or as the Borrower Representative may direct.

(i) To the extent necessary for one or more officers or directors of Holdings, Rockport Group or any of its Subsidiaries to avoid personal or criminal liability under applicable law (as certified in the applicable Trust Fund Certificate), in the event that a Blocked Account or the Administrative Agent Account contains Trust Funds (other than payroll and employee benefit payments, in each case, in the nature of discretionary contributions), the Borrower Representative (acting in good faith) may, within **thirty (30)** days after such Trust Funds are received in such Blocked Account or any Administrative Agent Account, deliver to the Administrative Agent a Trust Fund Certificate (together with such supporting information as may be requested by the Administrative Agent). Notwithstanding anything to the contrary herein or in any other Loan Document, within **five (5)** Business Days following receipt of a Trust Fund Certificate, the Administrative Agent shall remit from such Blocked Account or Administrative Agent Account, as applicable, the lesser of (a) such Trust Funds specified in the Trust Fund Certificate or (b) the Excess Availability on the date of such remittance, at the option of the Administrative Agent, (x) to the applicable Loan Party or (y) on behalf of the applicable Loan Party directly to the Person entitled to such Trust Funds as specified in the Trust Fund Certificate. If any such amounts are remitted to a Loan Party, such Loan Party shall apply all such funds solely for the purposes set forth in the applicable Trust Fund Certificate on or prior to the date due and any failure of such Loan Party to apply all such funds solely for such purposes shall constitute an immediate Event of Default.

Section 2.22 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) Fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.12(a) and, subject to clause (d)(iv) below, on the participation of such Defaulting Lender in Letters of Credit pursuant to Section 2.12(b).

(b) The Commitment and the LC Exposure of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 9.02); provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender disproportionately and adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

(c) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of a Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 2.11, Section 2.18, Article 7 or otherwise, and including any amounts made

available to the Administrative Agent by that Defaulting Lender pursuant to Section 9.09), shall be applied at such time or times as may be determined by the Administrative Agent and, where relevant, the Borrower Representative as follows: *first*, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a *pro rata* basis of any amounts owing by that Defaulting Lender to any applicable Issuing Banks hereunder; *third*, if so reasonably determined by the Administrative Agent or reasonably requested by the applicable Issuing Bank, to be held as Cash collateral for future funding obligations of that Defaulting Lender of any participation in any Letter of Credit; *fourth*, as the Borrower Representative may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that 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 Borrower Representative, to be held in a deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; *sixth*, to the payment of any amounts owing to the Lenders or the Issuing Banks as a result of any judgment of a court of competent jurisdiction obtained by any Lender or any Issuing Bank against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower Representative as a result of any judgment of a court of competent jurisdiction obtained by the Borrower Representative against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to that 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 LC Exposure in respect of which that Defaulting Lender has not fully funded its appropriate share and (y) such Loans or LC Exposure were made or created 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 Revolving Loans of, and LC Exposure owed to, all non-Defaulting Lenders on a *pro rata* basis prior to being applied to the payment of any Loans of, or LC Exposure owed to, that Defaulting Lender. 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 2.22(c) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(d) If any LC Exposure exists or Protective Advance is outstanding at the time a Lender becomes a Defaulting Lender then:

(i) all or any part of such LC Exposure and Protective Advances shall be reallocated among the non-Defaulting Lenders in accordance with their respective Applicable Percentages but only to the extent (x) the sum of all non-Defaulting Lenders' Revolving Exposures plus the amount of the Applicable Percentage of the Defaulting Lender (determined immediately prior to its being a Defaulting Lender) of Protective Advances that it has funded and are outstanding as of the date that it became a Defaulting Lender plus the Defaulting Lender's LC Exposure does not exceed the total of all non-Defaulting Lenders' Commitments and (y) such reallocation does not cause the aggregate Revolving Exposures of any non-Defaulting Lender to exceed such non-Defaulting Lender's Commitment; or

(ii) if the reallocation described in paragraph (i) above cannot, or can only partially, be effected, the Borrowers shall, without prejudice to any other right or remedy available to it hereunder or under law, within **two (2)** Business Days following notice by the Administrative Agent to the Borrower Representative, cash collateralize **100.0%** of such Defaulting Lender's LC Exposure and any obligations of such Defaulting Lender to fund participations in any Protective Advance (after giving effect to any partial reallocation pursuant to paragraph (i) above and any Cash collateral provided by the Defaulting Lender) or make other arrangements reasonably satisfactory to the Administrative Agent and to the applicable Issuing Bank with respect to such LC Exposure and obligations to fund participations. Cash collateral (or

the appropriate portion thereof) provided to reduce LC Exposure or other obligations shall be released promptly following (A) the elimination of the applicable LC 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 2.19)) or (B) the Administrative Agent's good faith determination that there exists excess Cash collateral.

(iii) if the LC Exposure of the non-Defaulting Lenders are reallocated pursuant to this Section 2.22(d), then the fees payable to the Lenders pursuant to Sections 2.12(a) and (b), as the case may be, shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; or

(iv) if any Defaulting Lender's LC Exposure is not cash collateralized, prepaid or reallocated pursuant to this Section 2.22(d), then, without prejudice to any rights or remedies of the applicable Issuing Bank or any Lender hereunder, all letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the applicable Issuing Bank until such Defaulting Lender's LC Exposure is cash collateralized.

(e) So long as any Lender is Defaulting Lender, no Issuing Bank shall be required to issue, extend, create, incur, amend or increase any Letter of Credit unless it is reasonably satisfied that the related exposure will be **100.0%** covered by the Commitments of the non-Defaulting Lenders and/or Cash collateral will be provided by the Borrowers in accordance with Section 2.22(d), and participating interests in any such newly issued, extended or created Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.22(d)(i) (and Defaulting Lenders shall not participate therein).

(f) In the event that the Administrative Agent, the Borrower Representative, and the Issuing Banks each agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Applicable Percentage of Protective Advances and LC Exposure of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders or participations in Loans as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans or participations in accordance with its Applicable Percentage; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrowers while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Section 2.23 [Reserved].

Section 2.24 Reserves; Changes to Eligibility Criteria. The Administrative Agent may at any time and from time to time in the exercise of its Permitted Discretion, (x) establish and increase or decrease Reserves in accordance with the terms hereof or (y) modify eligibility standards under the definitions of "Eligible Trade Accounts Receivable," "Eligible Credit Card Receivables" or "Eligible Inventory". In exercising such Permitted Discretion, the Administrative Agent may include in its consideration any of the following: (a) changes after the DIP Closing Date in demand for, pricing of, or product mix of Inventory; (b) changes after the DIP Closing Date in any concentration of risk with respect to a Loan Party's Accounts or Inventory; and (c) any other factors arising after the DIP Closing Date that change in any material respect the credit risk of lending to the Borrowers on the security of a Loan Party's Accounts or Inventory. Notwithstanding any other provision of this Agreement to the contrary, (a) the establishment or increase of any Reserves or changes in any eligibility criteria shall be limited to such

Reserves and changes as the Administrative Agent determines, in its Permitted Discretion, are appropriate based on the analysis of facts or events first occurring or first discovered by the Administrative Agent after the DIP Closing Date or that differ materially from facts or events occurring and known to the Administrative Agent on the DIP Closing Date, (b) in no event shall Reserves or changes in eligibility criteria with respect to any component of the Borrowing Base duplicate Reserves or adjustments already accounted for determining eligibility criteria, (c) the amount of any such Reserve or change in eligibility criteria shall be a reasonable quantification of the incremental dilution of the Borrowing Base attributable to the relevant contributing factors and shall have a reasonable relationship to the event, condition or other matter that is the basis for such Reserve or change and (d) in no event shall Reserves be imposed on the first 5.0% of dilution of Accounts or exceed 1.0% for each incremental percentage of dilution over 5.0%.

Section 2.25 Certain Bankruptcy Matters.

(a) Except to the extent expressly provided otherwise in an Order, the Loan Parties hereby agree that, subject only to Permitted Prior Liens, the Administration Charge and the Carve-Out, the Obligations shall (i) constitute DIP Superpriority Claims over all administrative expense claims and claims against the Debtors now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of the Final Order), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provisions of the Bankruptcy Code and all super-priority administrative expense claims granted to any other Person the establishment of which super-priority shall have been approved and authorized by the Bankruptcy Court and (ii) be secured pursuant to Sections 364(c)(2), (c)(3) and (d)(1) of the Bankruptcy Code and, to the extent provided in any of the Orders.

(b) In the event of a conflict between, or inconsistency among, any of the Orders, on the one hand, and any other Loan Document, on the other hand, the Orders, as the case may be, shall control.

(c) Notwithstanding anything to the contrary contained herein or elsewhere:

(i) the Secured Parties shall not be required to prepare, file, register or publish any financing statements, mortgages, hypothecs, account control agreements, notices of Lien or similar instruments in any jurisdiction or filing or registration office, or to take possession of any Collateral or to take any other action in order to validate, render enforceable or perfect the Liens on the Collateral granted by or pursuant to this Agreement, the Orders or any other Loan Document. If the Administrative Agent (at the Required Lenders' direction, which shall be in its sole discretion), from time to time elects to prepare, file, register or publish any such financing statements, mortgages, hypothecs, account control agreements, notices of Lien or similar instruments, take possession of any Collateral, or take any other action to validate, render enforceable or perfect all or any portion of the Administrative Agent's Liens on the Collateral, (A) all such documents and actions shall be deemed to have been filed, registered, published or recorded or taken at the time and on the date that the Interim Order is entered, and (B) shall not negate or impair the validity or effectiveness of this Section 2.25(c) or of the perfection of any other Liens in favor of the Administrative Agent, for the benefit of the Lenders and the other Credit Parties, on the Collateral. Notwithstanding anything to the contrary herein, neither the Administrative Agent nor any Credit Party shall require the filing of a Mortgage with respect to any Real Property of the Loan Parties unless an Event of Default resulting from a breach of Section 8.01(a) has occurred and is continuing.

(ii) Except as otherwise agreed to by the Lenders, the Liens, Lien priorities, DIP Superpriority Claims and other rights and remedies granted to the Secured Parties pursuant to this Agreement, the Orders or the other Loan Documents (specifically including, but not limited to, the existence, perfection, enforceability and priority of the Liens provided for herein and therein, and the DIP Superpriority Claims provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of indebtedness by any Borrower or any other Loan Party (pursuant to Section 364 of the Bankruptcy Code or otherwise), or by dismissal or conversion of any of the Cases, or by any other act or omission whatsoever.

(d) Without limiting the generality of the foregoing, notwithstanding any such financing, extension, incurrence, dismissal, conversion, act or omission:

(i) subject only to Permitted Prior Liens and the Carve-Out and to the extent provided in any of the Orders and subject to the Orders, no costs or expenses of administration which have been or may be incurred in the Cases or any conversion of the same or in any other proceedings related thereto, and no priority claims, are or will be prior to or on a parity with any claim of any Lender or the Administrative Agent against the Debtors in respect of any Obligations;

(ii) other than as provided in the Orders or the Loan Documents, the Administrative Agent's Liens on the Collateral shall constitute valid, enforceable and perfected first priority Liens, and shall be prior to all other Liens (except for Permitted Prior Liens), now existing or hereafter arising, in favor of any other creditor or other Person; and

(iii) the Administrative Agent's Liens on the Collateral shall continue to be valid, enforceable and perfected without the need for the Administrative Agent or any Lender to prepare, file, register or publish any financing statements, mortgages, hypothecs, account control agreements, notices of Lien or similar instruments or to otherwise perfect the Administrative Agent's Liens under applicable non-bankruptcy law.

(e) In connection with any sale or Disposition of all or any portion of the Collateral, including in each case pursuant to Sections 9-610 or 9-620 of the UCC, at any sale thereof conducted under the provisions of the Bankruptcy Code or the CCAA, including Section 363 of the Bankruptcy Code or as part of restructuring plan subject to confirmation under Section 1129(b)(2)(A)(iii) of the Bankruptcy Code, or at any sale or foreclosure conducted by the Administrative Agent, in accordance with applicable law and, with respect to any credit bid, Section 363(k) of the Bankruptcy Code, each Borrower and each other Loan Party hereby gives the Administrative Agent (at the direction of the Required Lenders) the power and right, without assent by such Loan Party, to "credit bid" the full amount of all Obligations in order to purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

On the dates and to the extent required pursuant to Sections 4.01 and 4.02 hereof, each Borrower and the other Loan Parties, on behalf of themselves and their respective Subsidiaries represent and warrant to the Lenders that:

Section 3.01 Organization; Powers. Each of the Loan Parties and each of its Subsidiaries (a) is duly organized, validly existing and in good standing (to the extent such concept exists in such jurisdiction) under the laws of the jurisdiction of its organization, (b) subject (in the case of the Debtors

only) to the entry of the applicable Orders, has all requisite power and authority to own its property and assets and to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing in, every jurisdiction where its ownership, lease or operation of properties or conduct of its business requires such qualification; except, in each case referred to in this Section 3.01 (other than clause (a) with respect to each Borrower and clause (b) with respect to the Loan Parties) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. Subject (in the case of the Debtors only) to the entry of the applicable Orders, the execution, delivery and performance of each of the Loan Documents are within each applicable Loan Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational action of such Loan Party. Subject (in the case of the Debtors only) to the entry of the applicable Orders, each Loan Document to which any Loan Party is a party has been duly executed and delivered by such Loan Party and is a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity and principles of good faith and dealing.

Section 3.03 Governmental Approvals; No Conflicts. Subject (in the case of the Debtors only) to the entry of the applicable Orders, the execution and delivery of the Loan Documents by each Loan Party party thereto and the performance by such Loan Party thereof (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) for filings necessary to perfect Liens created pursuant to the Loan Documents, (iii) such consents, approvals, registrations, filings, or other actions the failure to obtain or make which could not be reasonably expected to have a Material Adverse Effect, and (iv) the applicable Orders, (b) will not violate any (i) of such Loan Party's Organizational Documents or (ii) any Requirements of Law applicable to such Loan Party which, in the case of this clause (b)(ii), could reasonably be expected to have a Material Adverse Effect and (c) will not violate or result in a default under (i) the Existing Note Purchase Agreement or (ii) any other Contractual Obligation of any of the Loan Parties which in the case of this clause (c)(ii) could reasonably be expected to result in a Material Adverse Effect.

Section 3.04 Financial Condition; No Material Adverse Effect.

(a) The Borrower Representative has heretofore furnished to the Administrative Agent the consolidated balance sheet and related consolidated statements of income for the fiscal year ended December 31, 2016 for Rockport Group and its Subsidiaries. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of Rockport Group and its Subsidiaries as of such dates and for such periods in accordance with IFRS.

(b) The Borrower Representative has heretofore furnished to the Administrative Agent the consolidated balance sheets and related consolidated statements of income for the fiscal quarters ended March 31, 2017, June 30, 2017, September 30, 2017 and December 31, 2017, for Rockport Group and its Subsidiaries. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of Rockport Group and its Subsidiaries as of such dates and for such periods in accordance with IFRS, subject to the absence of footnotes and to normal year-end audit adjustments.

Section 3.05 Properties.

(a) As of the date of this Agreement, Schedule 3.05 sets forth the address of each parcel of real property (or each set of parcels that collectively comprise one operating property) that is owned in fee simple by any Loan Party.

(b) Rockport Group and each of its Subsidiaries has good and valid fee simple title to or rights to purchase, or valid leasehold interests in, or easements or other limited property interests in, or rights to use (pursuant to the Transition Services Agreement) all its Real Estate Assets (including any Mortgaged Properties) and has good and marketable title to its personal property and assets, in each case, except (i) for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes or (ii) where the failure to have such title would not reasonably be expected to have a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

(c) Rockport Group and its Subsidiaries own or otherwise have a license or right to use all rights in patents, trademarks, service marks, trade names, domain names, copyrights and other rights in works of authorship (including all copyrights embodied in software), trade secrets and all other similar intellectual property rights ("**IP Rights**") needed to conduct the businesses of Rockport Group and its Subsidiaries as presently conducted without, to the knowledge of Rockport Group, any infringement or misappropriation of the IP Rights or third parties, except to the extent such failure to own or license or have rights to use would not, or where such infringement or misappropriation would not, have, individually or in the aggregate, a Material Adverse Effect.

Section 3.06 Litigation and Environmental Matters.

(a) Except as set forth on Schedule 3.06(a) and except for the Cases, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Borrower, threatened in writing against or affecting the Loan Parties or any of their Subsidiaries which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except for any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (i) no Loan Party nor any of its Subsidiaries has received notice of any claim with respect to any Environmental Liability or knows of any basis for any Environmental Liability and (ii) no Loan Party nor any of its Subsidiaries (A) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law or (B) has become subject to any Environmental Liability.

(c) Neither Rockport Group nor any of its Subsidiaries has treated, stored, transported or disposed of Hazardous Materials at or from any currently or formerly operated real estate or facility relating to its business in a manner that would reasonably be expected to have a Material Adverse Effect.

Section 3.07 Compliance with Laws. Subject (in the case of the Debtors only) to the entry of the Orders, as applicable, each of Rockport Group and its Subsidiaries is in compliance with all Requirements of Law applicable to it or its property, except, in each case, where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.08 Investment Company Status. No Loan Party is an "investment company" as defined in, or is required to be registered under, the Investment Company Act of 1940, or subject to regulation under any Canadian federal, provincial, territorial, local or foreign statute, rule or regulation

limiting its ability to incur Indebtedness, pledge its assets or perform its obligations under the Loan Documents.

Section 3.09 Taxes. Each of Rockport Group and its Subsidiaries have timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it that are due and payable and all written assessments received by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with IFRS (or GAAP as applicable) or (b) to the extent that the failure to do so, individually or in the aggregate, would not reasonably be expected to result in liabilities in excess of **\$2,000,000**. There is no tax assessment proposed in writing against Rockport Group or its Subsidiaries that would, if made, have a Material Adverse Effect.

Section 3.10 ERISA; Canadian Benefit Plans, Canadian Pension Plans and UK Pension Plans.

(a) No ERISA Event has occurred in the five-year period prior to the date on which this representation is made or deemed made and is continuing that, when taken together with all other such ERISA Events, would reasonably be expected to result in a Material Adverse Effect. No Canadian Pension Event has occurred in the five-year period prior to the date on which this representation is made or deemed made and is continuing that, when taken together with all other such Canadian Pension Events, would reasonably be expected to result in a Material Adverse Effect. As of the DIP Closing Date, Schedule 3.10 lists all Canadian Benefit Plans and Canadian Pension Plans maintained or contributed to by each Loan Party, and indicates, for each Canadian Pension Plan, whether such Canadian Pension Plan is a defined benefits plan or a defined contribution plan. As of the DIP Closing Date, no Loan Party maintains, contributes to or is otherwise liable in respect of any Canadian Defined Benefit Plan. The Canadian Pension Plans are duly registered under the ITA and all other applicable laws which require registration.

(b) No Loan Party is or has at any time been an employer (for the purposes of sections 38 to 51 of the United Kingdom Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the United Kingdom Pensions Schemes Act 1993).

(c) No Loan Party is or has at any time been "connected" with or an "associate" of (as those terms are used in sections 38 and 43 of the United Kingdom Pensions Act 2004) such an employer.

Section 3.11 Disclosure.

(a) As of the DIP Closing Date, all written information (excluding forward-looking information and information of a general economic or industry-specific nature, but including the Budget) that has been made available concerning Holdings, Rockport Group and its Subsidiaries or the Transactions and prepared by or on behalf of the foregoing or Sponsor or their respective representatives and made available to any Lender or the Administrative Agent in connection with the Transactions on or before the date hereof (the "**Information**"), when taken as a whole, did not, when furnished, contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time).

(b) Such Information and the Budget have been prepared in good faith based upon assumptions believed by the Borrowers to be reasonable at the time furnished (it being recognized that

such forward-looking information and information of a general economic or industry-specific nature is not to be viewed as fact and is subject to significant uncertainties and contingencies many of which are beyond the Borrowers' control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ from projected results and that such differences may be material).

Section 3.12 Borrowing Base Certificate. The information set forth in the most recent Borrowing Base Certificate is true and correct and has been prepared in accordance with the requirements of this Agreement. The Accounts that are identified by the Borrower Representative as Eligible Trade Accounts Receivable, the Credit Card Receivables that are identified by the Borrower Representative as Eligible Credit Card Receivables and the Inventory that is identified by the Borrower Representative as Eligible Inventory, in each Borrowing Base Certificate submitted to the Administrative Agent, at the time of submission, comply with the criteria (other than any Administrative Agent-discretionary criteria) set forth in the definition of Eligible Trade Accounts Receivable, Eligible Credit Card Receivables and Eligible Inventory, respectively.

Section 3.13 [Reserved].

Section 3.14 [Reserved].

Section 3.15 Capitalization and Subsidiaries. Schedule 3.15 sets forth, in each case as of the DIP Closing Date, (a) a correct and complete list of the name of each Subsidiary of Rockport Group and the ownership interest therein held by Rockport Group or its applicable Subsidiary, and (b) the type of entity of Rockport Group and each of its Subsidiaries.

Section 3.16 Security Interest in Collateral.

(a) With respect to each of the Loan Parties other than the Debtors, subject to the terms of the last paragraph of Section 4.01, the provisions of this Agreement and the other Loan Documents create legal, valid and enforceable Liens on all of the Collateral in favor of the Administrative Agent, for the benefit itself and the other Secured Parties, subject, as to enforceability, to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity and principles of good faith and dealing, and upon the making of such filings and taking of such other actions required to be taken hereby or by the applicable Loan Documents (including the filing of appropriate financing statements with the office of the Secretary of State of the state of organization of each Loan Party or under any Canadian provincial personal property security registry, the filing of appropriate assignments or notices with the U.S. Patent and Trademark Office, the U.S. Copyright Office and the Canadian Intellectual Property Office, and the proper recordation of Mortgages and fixture filings with respect to any Material Real Estate Assets, in each case in favor of the Administrative Agent for the benefit of the Secured Parties and the delivery to the Administrative Agent of any stock certificates or promissory notes required to be delivered pursuant to the applicable Loan Documents), such Liens constitute perfected and continuing Liens on the Collateral of the type and priority required by the Collateral Documents, securing the Secured Obligations of the Loan Parties.

(b) With respect to the Debtors, the provisions of this Agreement and the other Loan Documents, taken together with the applicable Orders, create legal, valid and enforceable Liens on all of the Collateral in favor of the Administrative Agent, for the benefit itself and the other Secured Parties, in each case subject to no Liens other than Permitted Prior Liens and the Carve-Out and subject to the Orders (including the Intercreditor Agreement as provided therein). Pursuant to the terms of the Orders, no filing or other action will be necessary to perfect or protect such Liens and security interests. Pursuant to and to the extent provided in the Orders, the Obligations of the Loan Parties under this Agreement will

constitute allowed super-priority administrative expense claims in the Cases under Section 364(c) of the Bankruptcy Code, having priority over all administrative expense claims and unsecured claims against such Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code and all super-priority administrative expense claims granted to any other Person (including, for the avoidance of doubt, subject to the entry of the Final Order and the Final Order Recognition Order, the proceeds of Avoidance Actions), subject only to the Carve-Out and the Administration Charge. Notwithstanding anything to the contrary herein, the Carve-Out and the Administration Charge shall be senior to all Liens and claims (including administrative and superpriority claims) securing the Obligations, the Loan Parties' pre-petition obligations, adequate protection Liens, and all other Liens or claims (including administrative claims and DIP Superpriority Claims), including all other forms of adequate protection, Liens, or claims (including administrative claims and DIP Superpriority Claims) securing the Obligations and pre-petition obligations granted or recognized as valid, including the Liens, security interests, and claims (including administrative claims and DIP Superpriority Claims) granted to the Administrative Agent and the other Credit Parties.

Section 3.17 Labor Disputes. As of the DIP Closing Date, except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, there are no strikes, lockouts or slowdowns against Rockport Group or any of its Subsidiaries pending or, to the knowledge of Rockport Group or any of its Subsidiaries, overtly threatened.

Section 3.18 Federal Reserve Regulations.

(a) On the DIP Closing Date, none of the Collateral is Margin Stock and not more than **25%** of the value of the assets of Holdings, Rockport Group and its Subsidiaries, taken as a whole, is represented by Margin Stock.

(b) None of Holdings, Rockport Group nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

(c) No part of the proceeds of any Loan or any Letter of Credit will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of the provisions of Regulation T, U or X.

Section 3.19 Centre of Main Interests and Establishments. For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "Regulation"), the centre of main interest (as that term is used in Article 3(1) of the Regulation) of each Loan Party is situated in its jurisdiction of incorporation and it has no "establishment" (as that term is used in Article 2(h) of the Regulations) in any other jurisdiction.

Section 3.20 Anti-Terrorism Laws.

(a) None of Holdings, UK Holdings, Rockport Group or any of its Subsidiaries nor, to the knowledge of Rockport Group, any director, officer, agent or employee of any of the foregoing is, or is owned or controlled by (i) a Person on the list of "Specially Designated Nationals and Blocked Persons" or designated by the Canadian government as a "politically exposed foreign person" or "terrorist group" or similar person whose property or interests in property are blocked or subject to blocking pursuant to, or as described in any list set out in the *United National al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* or the *Criminal Code* or any other Canadian laws, regulations or orders governing transactions in controlled

goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures (collectively "**Canadian Sanctions Laws**"); or (ii) currently subject to any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"), the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty's Treasury, or by a government of Canada pursuant to Canadian Sanctions Laws; and the Borrowers will not directly or, to the knowledge of any Borrower, indirectly use the proceeds of the Loans or Letters of Credit or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person currently subject to (i) any. sanctions administered or enforced by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty's Treasury; or (ii) by a government of Canada pursuant to Canadian Sanctions Laws, except to the extent licensed or otherwise approved by any of the foregoing.

(b) To the extent applicable, each Loan Party is in compliance with the (i) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (ii) the USA PATRIOT Act, and (iii) the applicable anti-money laundering and counter-terrorism financing provisions of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Criminal Code* (Canada), the *United Nations Act* (Canada) and all other Canadian laws, rules, and regulations applicable to any Loan Party from time to time concerning anti-money laundering, anti-terrorist financing, government sanction bribery or corruption ("**Canadian AML Laws**").

(c) No part of the proceeds of any Loan or any Letter of Credit will be used, directly or, to the knowledge of any Borrower, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any applicable law, including the United States Foreign Corrupt Practices Act of 1977, as amended, *Corruption of Foreign Public Officials Act* (Canada) or similar applicable laws of any other jurisdiction.

Section 3.21 Budget. A true and complete copy of the Budget is attached as Exhibit M hereto.

Section 3.22 Orders. The Loan Parties are in compliance with the terms and conditions of the Orders. Each of the Interim Order (to the extent necessary during the Interim Order Period) or the Final Order (from after the date the Final Order is entered) and the Initial Recognition Order, the Supplemental Order and the Final Order Recognition Order, as applicable, are, once entered, in full force and effect and has not been vacated, reversed or rescinded or, without the prior written consent of the Administrative Agent and each Lender, no change, amendment or modification or any application or motion for any change, amendment or modification to any of the Orders shall be made, in each case, that is adverse to the interests of the Lenders.

ARTICLE 4 CONDITIONS

Section 4.01 DIP Closing Date. The obligations of the Lenders to make Loans and of any Issuing Bank to issue Letters of Credit hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Loan Documents. The Administrative Agent (or its counsel) shall have received from each of the Loan Parties a counterpart of this Agreement signed on

behalf of such party (if applicable), the Ratification Agreement, each Promissory Note, and each other Loan Document to be executed on the DIP Closing Date, signed on behalf of such party.

(b) [Reserved].

(c) [Reserved].

(d) [Reserved].

(e) Closing Certificates; Certified Charters; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the DIP Closing Date and executed by a Secretary, Assistant Secretary or other senior officer, which shall (A) certify that attached thereto is a true and complete copy of the resolutions or written consents of its board of directors, members or other governing body authorizing the execution, delivery and performance of the Loan Documents to which it is a party and, in the case of the Borrowers, the borrowings hereunder, and that such resolutions or written consents have not been modified, rescinded or amended and are in full force and effect, (B) identify by name and title and bear the signatures of the officers of such Loan Party authorized to sign the Loan Documents to which it is a party on the DIP Closing Date and (C) certify that attached thereto is a true and complete copy of the certificate or articles of incorporation or organization (or memorandum of association or other equivalent thereof) of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party and a true and correct copy of its by-laws or operating, management or partnership agreement and that such documents or agreements have not been amended since the date of the last amendment thereto shown on the certificate of good standing, certificate of status or certificate of compliance, referred to below (except as otherwise attached to such certificate and certified therein as being the only amendments thereto as of such date) and (ii) a certificate of good standing, certificate of status or certificate of compliance (to the extent such concept is known or applicable in the relevant jurisdiction) as of a recent date for each Loan Party from its jurisdiction of organization.

(f) [Reserved].

(g) Fees. Subject to the Interim Order, the Administrative Agent shall have received all fees required to be paid by the Borrowers on the DIP Closing Date under the Fee Letter and all fees and expenses payable hereunder (including the reasonable fees and expenses of legal counsel), on or before the DIP Closing Date, in each case which amounts may be offset against the proceeds of the Loans.

(h) [Reserved].

(i) [Reserved].

(j) Acquisition. The Administrative Agent shall have received a duly executed copy of the asset purchase agreement with CB Marathon OpCo, LLC (or an affiliate thereof)(or such other Person as shall be satisfactory to the Administrative Agent in its sole and exclusive discretion, and in consultation with any statutory committee appointed in the Cases) as the so-called "stalking horse" bidder, which agreement shall be in form and substance satisfactory to the Administrative Agent (and in respect of which the Administrative Agent and the Lenders agree to waive credit bid rights under Section 363 of the Bankruptcy Code and as may otherwise be provided for herein, solely with respect to such stalking horse bidder).

(k) Availability. The Borrowers shall have minimum excess Availability of not less than \$3,000,000.¹

(l) [Reserved].

(m) Borrowing Base Certificate. The Administrative Agent shall have received a Borrowing Base Certificate, dated as of the DIP Closing Date, demonstrating that, after giving effect to any applicable Credit Extension on the DIP Closing Date, no breach of the limitations set out in Sections 2.01(a)-(d) shall exist.

(n) [Reserved].

(o) [Reserved].

(p) Filings Registrations and Recordings. Subject to the last paragraph of this Section 4.01, each document (including any UCC or PPSA financing statement) required by the Collateral Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Secured Parties, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Permitted Liens), shall be in proper form for filing, registration or recordation. The Administrative Agent, on behalf of the Lenders, shall have a security interest in the Collateral of the type and priority described in the Collateral Documents (except for the Mortgages) (subject to Permitted Prior Liens, the Carve-Out, the Administration Charge and, subject to the terms of the Orders (including the Intercreditor Agreement as provided therein), the Liens granted under the Existing Note Purchase Agreement).

(q) [Reserved].

(r) [Reserved].

(s) [Reserved].

(t) "Know Your Customer" Information. No later than **two (2)** Business Days in advance of the DIP Closing Date, the Administrative Agent shall have received all documentation and other information reasonably requested by it in writing at least **ten (10)** Business Days in advance of the DIP Closing Date, which documentation or other information is required by regulatory authorities under applicable "**know your customer**" and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

(u) DIP Notes Facility. An interim order approving the DIP Notes Facility in an aggregate amount of not less than \$60,000,000 (which, for the avoidance of doubt, is comprised of \$20,000,000 of loans to be made from and after the Petition Date, plus the Final DIP Note Roll-Up), not less than \$10,000,000 of which shall be advanced on the DIP Closing Date, and otherwise on terms reasonably satisfactory to the Administrative Agent shall have been entered in the Domestic Cases, and the DIP Notes Facility shall be in full force and effect.

¹ Citizens has indicated that this number should be the amount of the released block since it speaks to the moment of closing immediately after giving effect to such release. The company should have no trouble meeting this in light of the release for that moment in time.

(v) Motions and Documents. All material motions and other material documents to be filed with and submitted to the Bankruptcy Court and the CCAA Court (including any "first day" motions and proposed orders) related to the commencement of the Cases or transactions contemplated hereby and the other Loan Documents and the approval thereof shall be in form and substance reasonably satisfactory to the Lenders.

(w) Interim Order. The Administrative Agent shall have received the Interim Order, as entered by the Bankruptcy Court, on terms and conditions as the Administrative Agent may require (including the provision of adequate protection for the pre-petition obligations under the Existing Credit Agreement, and such Interim Order shall provide that the Administrative Agent, for the benefit of the Secured Parties, shall have a valid and perfected Lien on and security interest in the Collateral on the basis and with the priority set forth herein), reasonably satisfactory to the Administrative Agent.

(x) Initial Recognition Order and Supplemental Order. The Administrative Agent shall have received the Initial Recognition Order and the Supplemental Order, as entered by the CCAA Court, each on terms and conditions as the Administrative Agent may require in its sole and exclusive discretion.

(y) Liens. Each of the Interim Order and the Supplemental Order shall provide that the Administrative Agent, for the benefit of the Secured Parties, shall have a valid and perfected Lien on and security interest in the Collateral on the basis and with the priority set forth herein, subject to the such Orders (including the Intercreditor Agreement as provided therein). There shall not have been (x) any order granted by the Bankruptcy Court or the CCAA Court sustaining any objection by any Person, nor (y) any pleading filed by any Loan Party, challenging, in either case, the validity, priority, perfection, or enforceability of the Loan Documents (as defined in the Existing Credit Agreement), the Existing Obligations, or any Lien granted pursuant to the Loan Documents (as defined in the Existing Credit Agreement), and (ii) no Lien granted pursuant to the Loan Documents (as defined in the Existing Credit Agreement) shall have been determined to be null and void, invalid or unenforceable by the Bankruptcy Court, the CCAA Court or another court of competent jurisdiction in any action commenced or asserted by any other party in interest in the Domestic Cases or the Canadian Case, including, without limitation, the Creditors' Committee.

(z) Petition Date. The Petition Date shall have occurred on or before May 17, 2018.

(aa) Canadian Proceedings. The Initial Recognition Order and the Supplemental Order shall have been issued by the CCAA Court by no later than four (4) Business Days (or such later number of days as the Administration Agent agrees to, in its sole discretion, in writing) following the Petition Date.

(bb) Budget. The Administrative Agent shall have received the Budget reasonably acceptable to the Administrative Agent.

(cc) Adequate Protection.

(i) The Collateral Agent, for the benefit of the Existing Lenders, shall have received adequate protection in respect of the Liens securing the Existing Obligations and ABL Indemnity Obligations (as defined in the Orders), including among other things (i) replacement claims and liens, and (ii) a superpriority administrative expense claim against all Debtors, in each case junior only to the Liens and superpriority administrative expense claims under this Agreement granted and approved under the Orders; and

(ii) The Existing Note Secured Parties shall have each received adequate protection in respect of the liens securing the Existing Note Obligations, as applicable, including among other things (i) replacement claims and liens, and (ii) a superpriority administrative expense claim against all Debtors junior only to superpriority administrative expense claims under this Agreement and the DIP Notes Facility.

For purposes of determining whether the conditions specified in this Section 4.01 have been satisfied, by releasing its signature page hereto (or to an Assignment and Assumption), the Administrative Agent and each Lender that has executed this Agreement (or such Assignment and Assumption) shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be.

Section 4.02 Each Credit Extension. Subject to any conditions set forth in any Order, after the DIP Closing Date, the obligation of each Lender to make a Credit Extension is subject to the satisfaction of the following conditions:

(a) (i) In the case of a Borrowing, the Administrative Agent shall have received a Borrowing Request as required by Section 2.03, or (ii) in the case of the issuance of a Letter of Credit, the applicable Issuing Bank and the Administrative Agent shall have received a notice requesting the issuance of such Letter of Credit as required by Section 2.06(b).

(b) The representations and warranties of the Loan Parties set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date of any such Credit Extension with the same effect as though such representations and warranties had been made on and as of the date of such Credit Extension; provided that to the extent that a representation and warranty specifically refers to an earlier date, it shall be true and correct in all material respects as of such earlier date; provided, further, that, any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(c) At the time of and immediately after giving effect to the applicable Credit Extension, no Event of Default or Default shall have occurred and be continuing.

(d) After giving effect to the applicable Credit Extension, no breach of the limitations set out in Sections 2.01(a)-(d) shall exist.

(e) The DIP Notes Facility shall be in full force and effect.

(f) Since the Petition Date, no Material Adverse Effect shall have occurred.

(g) The proposed Credit Extension complies with the Budget (within Permitted Variances).

(h) After giving effect to the proposed Credit Extension, no Overadvance shall exist.

(i) There shall not be pending any motion, complaint or other pleading challenging the pre-petition claims under, or the security interests and liens securing, the Existing Credit Agreement or any other similar challenge under Chapter 5 of the Bankruptcy Code or the CCAA which could reasonably be expected to (i) impair Collateral having a value in excess of \$250,000, or any rights of the

Existing Administrative Agent or the Existing Lenders in such Collateral, or (ii) result in a Material Adverse Effect.

Each Credit Extension (other than Protective Advances) after the DIP Closing Date shall be deemed to constitute a representation and warranty by each Borrower on the date thereof as to the matters specified in paragraphs (b), through (i) of this Section.

ARTICLE 5 AFFIRMATIVE COVENANTS

Until the Termination Date, each of Rockport Group and its Subsidiaries covenant and agree with the Lenders that:

Section 5.01 Financial Statements and Other Reports. The Borrower Representative will deliver to the Administrative Agent for delivery to each Lender:

(a) Monthly Financials. Within (i) **sixty (60)** days after the end of the Fiscal Month ended February 28, 2017, (ii) **sixty (60)** days after the end of the Fiscal Month ended March 31, 2017, and (iii) **forty-five (45)** days after the end of each Fiscal Month ended thereafter, the monthly unaudited, consolidated balance sheet of Rockport Group as at the end of such Fiscal Month and the related consolidated statements of income and cash flows of Rockport Group for such Fiscal Month, all in reasonable detail, together with a Financial Officer Certification with respect thereto;

(b) [Reserved];

(c) Annual Financial Statements. To the extent any of the following are prepared at any time prior to the Termination Date, with respect to the Fiscal Year ended December 31, 2017 only, promptly upon the preparation thereof, (i) consolidated balance sheet of Rockport Group as at the end of such Fiscal Year and the related consolidated statements of income, stockholders' equity and cash flows of Rockport Group for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year, in reasonable detail; and (ii) with respect to such consolidated financial statements, a report thereon of KPMG LLP or other independent certified public accountants of recognized national standing, and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of Rockport Group as at the dates indicated and the results of its operations and cash flows for the periods indicated in conformity with GAAP; provided that except as provided in the immediately succeeding proviso, financial statements need not be audited and delivery requirements will be deemed satisfied if such financial statements are in the same form as the financial statements delivered for the Fiscal Year ended December 31, 2016, are accompanied by a Financial Officer Certification and include, at a minimum, monthly reporting, income statement, balance sheet and statement of cash flows and applicable quarterly reporting, unaudited income statement, balance sheet and statement of cash flow; provided further, that financial statements with respect to the Fiscal Years ended December 31, 2017 shall be required to be audited to the extent that the Loan Parties or any Affiliate thereof shall have delivered such audited financial statements to a potential purchaser in connection with such potential purchaser's evaluation of a Proposed Sale, in which case the Loan Parties shall contemporaneously deliver copies of such audited financial statements to the Administrative Agent and each Lender in the same form delivered to such potential purchaser;

(d) [Reserved];

(e) Budget. Within thirty (30) days after the Petition Date, a proposed revised Budget inclusive of periods through the Maturity Date, which shall be subject to the approval of the Required Lenders in their sole discretion, it being further agreed that, if such proposal (or any further

revision thereof) does not receive such approval, the Borrower Representative shall use its commercially reasonable efforts to revise and resubmit such proposal in response to comments received thereon from the Administrative Agent or Required Lenders;

(f) Notice of Default. Promptly upon any Responsible Officer of Holdings or any Borrower obtaining knowledge (i) of any Default or Event of Default or (ii) of the occurrence of any event or change that has caused or evidences or would reasonably be expected to cause or evidence, either in any case or in the aggregate, a Material Adverse Effect, a reasonably-detailed notice specifying the nature and period of existence of such condition, event or change and what action the applicable Borrower has taken, is taking and proposes to take with respect thereto;

(g) Notice of Litigation. Promptly upon any Responsible Officer of any Borrower obtaining knowledge of (i) the institution of, or written threat of, any Adverse Proceeding not previously disclosed in writing by the Loan Parties to the Administrative Agent or (ii) any material development in any Adverse Proceeding that, in the case of either clause (i) or (ii), that could reasonably be expected to have a Material Adverse Effect, written notice thereof together with such other non-privileged information as may be reasonably available to the Loan Parties to enable the Lenders and their counsel to evaluate such matters;

(h) ERISA/Canadian Pension. Promptly upon any Responsible Officer of any Borrower becoming aware of the occurrence of any ERISA Event or Canadian Pension Event that could reasonably be expected to have a Material Adverse Effect, a written notice specifying the nature thereof;

(i) [Reserved];

(j) Information Regarding Collateral. The Borrower Representative will furnish to the Administrative Agent prompt written notice of (A) any change (i) in any Loan Party's legal name, (ii) in any Loan Party's type of organization, (iii) in any Loan Party's jurisdiction of organization or (iv) in any Loan Party's organizational identification number (to the extent necessary to perfect or maintain the perfection and priority of the Administrative Agent's security interest in the applicable Collateral) and (B) any new location where Inventory with a value (or cost) exceeding \$500,000 (or with respect to any such new location which has been established for 90 days or more, \$250,000) in the aggregate is located to the extent such location has not previously been identified on Schedule 2(a) or Schedule 2(b) to the Perfection Certificate or a Perfection Certificate Supplement;

(k) [Reserved];

(l) Other Information. Promptly upon their becoming available and without duplication of any obligations with respect to any such information that is otherwise required to be delivered under the provisions of any Loan Document, copies of (i) following an initial public offering, all financial statements, reports, notices and proxy statements sent or made available generally by Rockport Group to its public security holders acting in such capacity or by any Subsidiary of Rockport Group to its public security holders other than Rockport Group or another Subsidiary of Rockport Group and (ii) all regular and periodic reports and all registration statements (other than on Form S-8 or similar form) and prospectuses, if any, filed by Rockport Group or any of its Subsidiaries with any securities exchange or with the SEC or any governmental or private regulatory authority;

(m) Borrowing Base Certificate. As soon as available but in any event on or prior to (i) the **fifteenth (15th)** day of each, a Borrowing Base Certificate as of the close of business on the last day of the immediately preceding month, and (ii) **the last day** of each of month, a Borrowing Base Certificate as of the close of business on the fifteenth (15th) day of such month, in each case together with

such supporting information in connection therewith as the Administrative Agent may reasonably request, which may include, (A) Inventory reports by category and location and Loan Party, (B) a reasonably detailed calculation of Eligible Inventory by Loan Party, (C) a reasonably detailed calculation of Eligible Trade Accounts Receivable by Loan Party, (D) a reasonably detailed calculation of Eligible Credit Card Receivables by Loan Party, and (E) a reasonably detailed aging of the Loan Parties' Accounts; provided that during a Weekly Reporting Period, the Borrower Representative shall deliver a Borrowing Base Certificate and such supporting information as is reasonably practicable to provide on a weekly basis by the close of business on Friday of each week (or if Friday of any week is not a Business Day, on the next succeeding Business Day), as of the close of business on the immediately preceding Friday; provided, further, that (x) irrespective of whether Borrowing Base Certificates are then required to be delivered bi-monthly or weekly, the Loan Parties shall provide updated calculations with respect to ineligibility and Reserves in connection with the first Borrowing Base Certificate required to be delivered each month, and (y) a revised Borrowing Base Certificate based on the Borrowing Base Certificate most recently delivered shall be delivered within five Business Days after the consummation of a sale or other disposition (or merger, consolidation or amalgamation that constitutes a sale or disposition) of any Capital Stock of a Loan Party or disposition of assets included in the then current Borrowing Base, in each case, to any Person other than a Loan Party that results in the disposition of Revolving Collateral with an aggregate value in excess of **\$3,000,000**, together with such supporting information as may be reasonably requested by the Administrative Agent;

(n) Other. (i) Such other certificates, reports and information (financial or otherwise) as the Administrative Agent may reasonably request from time to time in connection with Rockport Group's or its Subsidiaries' financial condition or business; and (ii) all documents and information required to be delivered pursuant to the Orders at the times and in the manner set forth in such Orders;

(o) Cash Flow Forecast; Variance Report. (i) The first Friday of each month, commencing on June 1, 2018, a weekly cash flow forecast for the subsequent 13-week period, and (ii) every Friday during the Cases, commencing on the second Friday following the first full calendar week after the DIP Closing Date, a variance report (the "Variance Report") setting forth actual cash receipts and disbursements of the Loan Parties for the preceding one calendar week period and setting forth all the variances (including Variances), on a line-item and aggregate basis, from the amount set forth for such calendar week as compared to (1) the Budget on a weekly and cumulative basis, and (2) the most recent weekly cash flow forecast delivered by the Loan Parties, in each case, on a weekly and cumulative basis (and each such Variance Report shall include reasonably detailed explanations for all material variances (including Permitted Variances) and shall be certified by the chief financial officer of the U.S. Borrower;

(p) Flash Report; Fee Accruals. Substantially concurrently with the delivery of the weekly cash flow forecast pursuant to Section 5.01(o), (i) a "flash" cash report detailing all cash and Cash Equivalents on-hand of each of the Borrowers and their respective Subsidiaries (broken out by entity) as of the close of business on such date, and (ii) a summary of the then Reported Fee Accruals as of the end of the previous calendar week; and

(q) DIP Notes Facility. Any notices delivered or received in connection with the DIP Notes Facility, substantially contemporaneously with the delivery or receipt thereof.

Documents required to be delivered pursuant to this Section 5.01 may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which Rockport Group (x) posts such documents or (y) provides a link thereto on Rockport Group's website on the Internet at the website address listed on Schedule 9.01 (which such Schedule may be updated from time to time); (ii) on which such documents are delivered by the Borrower Representative to the Administrative Agent for

posting on the Borrower Representative's behalf on IntraLinks/SyndTrak or another relevant 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); (iii) the date on which executed certificates or other documents are faxed to the Administrative Agent (or electronically mailed to an address provided by the Administrative Agent); provided that, other than with respect to items required to be delivered pursuant to Section 5.01(j) above, the Borrower Representative shall promptly notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents on Rockport Group's website and provide to the Administrative Agent by electronic mail electronic versions (*i.e.*, soft copies) of such documents; or (iv) in respect of the items required to be delivered pursuant to Section 5.01(j) above in respect of information filed by Rockport Group or any of its Subsidiaries with any securities exchange or with the SEC, any securities commission or any governmental or private regulatory authority (other than Form 10-Q Reports and Form 10-K Reports described in Sections 5.01(b) and (c), respectively), such items have been made available on the SEC or any provincial securities commission website.

Notwithstanding the foregoing, the obligations in paragraphs (b) and (c) of this Section 5.01 may be satisfied by furnishing (A) the applicable financial statements of Holdings (or any other Parent Company) or (B) Rockport Group's or Holdings' (or any direct or indirect parent thereof), as applicable, Form 10-K or 10-Q, as applicable, filed with the SEC or any provincial securities commission, in each case, within the time periods specified in such paragraphs; provided that, with respect to each of clauses (A) and (B), (i) to the extent such financial statements relate to any Parent Company, such financial statements shall be accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such Parent Company, on the one hand, and the information relating to Rockport Group on a standalone basis, on the other hand, which consolidating information shall be certified by a Responsible Officer of Rockport Group as having been fairly presented and (ii) to the extent such statements are in lieu of statements required to be provided under Section 5.01(c), such statements shall be accompanied by a report and opinion of an independent registered public accounting firm of nationally recognized standing, which report and opinion shall satisfy the applicable requirements set forth in Section 5.01(c).

Section 5.02 Existence. Except as otherwise permitted under Section 6.08, Rockport Group will, and will cause each of its Subsidiaries to, at all times preserve and keep in full force and effect its existence and all rights and franchises, licenses and permits material to its business except to the extent (other than with respect to the preservation of existence of any Borrower) failure to do so could not reasonably be expected to result in a Material Adverse Effect; provided that neither Rockport Group nor any of its Subsidiaries shall be required to preserve any such existence, right or franchise, licenses and permits if such Person or such Person's board of directors (or similar governing body) shall determine that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to the Lenders.

Section 5.03 Payment of Taxes. Rockport Group will or will cause each of its Subsidiaries to, pay all Taxes imposed upon it, any of its subsidiaries or any of its properties or assets or in respect of any of its income or businesses or franchises before any penalty or fine accrues thereon; provided that no such Tax need be paid if (a) it is being contested in good faith by appropriate proceedings and adequate reserves or other appropriate provisions, as shall be required in conformity with GAAP (or IFRS, as applicable), shall have been made therefor and, in the case of a Tax or claim which has or may become a Lien against any of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral to satisfy such Tax or claim or (b) failure to pay or discharge the same could not reasonably be expected to result in liabilities in excess of **\$2,000,000**.

Section 5.04 Maintenance of Properties. Rockport Group will, and will cause each of its Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear and casualty and condemnation excepted, all property reasonably necessary to the normal conduct of business of Rockport Group and its Subsidiaries and from time to time will make or cause to be made all needed and appropriate repairs, renewals and replacements thereof except as expressly permitted by this Agreement or where the failure to maintain such properties could not reasonably be expected to have a Material Adverse Effect.

Section 5.05 Insurance. Rockport Group will maintain or cause to be maintained, with financially sound and reputable insurers, such insurance coverage with respect to liabilities, losses or damage in respect of the assets, properties and businesses of Rockport Group and its Subsidiaries as may customarily be carried or maintained under similar circumstances by Persons engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons; provided that if at any time Rockport Group or any of its Subsidiaries does not have such insurance coverage (a) with respect to any Revolving Collateral, Rockport Group or such Subsidiary shall have **five (5)** days in order to procure such insurance coverage and (b) with respects to any other matters, Rockport Group or such Subsidiary shall have **thirty (30)** days in order to procure such insurance coverage. Without limiting the generality of the foregoing, Rockport Group will maintain or cause to be maintained (a) flood insurance with respect to each Flood Hazard Property, in each case in compliance with the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, each as amended from time to time, and (b) replacement value casualty insurance on the Collateral under such policies of insurance, with such insurance companies, in such amounts, with such deductibles, and covering such risks as are maintained as of the DIP Closing Date. Each such policy of insurance shall (i) to the extent applicable, name the Administrative Agent on behalf of the Lenders as an additional insured thereunder as its interests may appear and (ii) in the case of each casualty insurance policy (including any business interruption insurance policy), contain a loss payable clause or endorsement, reasonably satisfactory in form and substance to the Administrative Agent that names the Administrative Agent, on behalf of the Lenders as the loss payee thereunder and, to the extent available, provide for at least **ten (10)** days' prior written notice for any cancellation.

Section 5.06 Inspections.

(a) Rockport Group will, and will cause each of its Subsidiaries to, permit any authorized representatives designated by the Administrative Agent to visit and inspect any of the properties of Rockport Group and any of its Subsidiaries at which the principal financial records and executive officers of the applicable Person are located, to inspect, copy and take extracts from its financial and accounting records, and to discuss its affairs, finances and accounts with its officers, independent public accountants and chartered professional accountants (provided that the Borrower Representative may, if it so chooses, be present at or participate in any such discussion), all upon reasonable notice, reasonable coordination in and at such reasonable times during normal business hours and as often as may reasonably be requested; provided that (x) only the Administrative Agent on behalf of the Lenders may exercise the rights of the Administrative Agent and the Lenders under this Section 5.06(a), and (y) except as provided in the proviso below in connection with the occurrence and continuance of an Event of Default, (i) the Administrative Agent shall not exercise such rights more often than one time during any calendar year and (ii) only one such time per calendar year shall be at the expense of the Borrowers; provided, further, that when an Event of Default has occurred and is continuing, the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing (including conducting an unlimited number of visits and inspections) at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice; provided that notwithstanding anything to the contrary herein, neither Rockport Group nor any Subsidiary shall be required to disclose,

permit the inspection, examination or making of copies or abstracts of, or any discussion of, any document, information, or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent (or any Lender (or their respective representatives or contractors)) is prohibited by applicable law or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

(b) At reasonable times during normal business hours, with reasonable coordination and upon reasonable prior notice that the Administrative Agent requests, independently of or in connection with the visits and inspections provided for in clause (a) above, Rockport Group and its Subsidiaries will grant access to the Administrative Agent (including employees of Administrative Agent or any consultants, accountants, lawyers and appraisers retained by the Administrative Agent) to such Person's books, records, accounts and Inventory so that the Administrative Agent or an appraiser or consultants retained by the Administrative Agent may conduct an inventory appraisal subject to the terms and conditions set forth below in this clause (b). From time to time the Administrative Agent may conduct (or engage third parties to conduct) or the Loan Parties may conduct such field examinations, verifications, appraisals and evaluations as the Administrative Agent may deem necessary or appropriate; provided that Administrative Agent may conduct such field examinations, verifications, appraisals and evaluations, in each case, in a form, and from a third party appraiser or consultant, reasonably satisfactory to the Administrative Agent. All such field examinations, verifications, appraisals and evaluations shall be at the sole expense of the Loan Parties, and the Administrative Agent shall provide the Borrower Representative with a reasonably detailed accounting of all such expenses. For the avoidance of doubt, the Administrative Agent shall continue to establish Reserves solely in the exercise of its Permitted Discretion and otherwise in accordance with Section 2.24 hereof.

(c) The Loan Parties acknowledge that the Administrative Agent, after exercising its rights of inspection, (x) may prepare and distribute to the Lenders certain Reports pertaining to the Loan Parties' assets for internal use by the Administrative Agent and the Lenders, subject to the provisions of Section 9.13 hereof and (y) shall promptly distribute copies of any final reports from a third party appraiser or third party consultant delivered in connection with any field exam or appraisal to the Lenders.

Section 5.07 Maintenance of Book and Records. Rockport Group will, and will cause its Subsidiaries to, maintain proper books of record and account, in which entries that are full, true and correct in all material respects shall be made of all material financial transactions and matters involving the assets and business of Rockport Group and its Subsidiaries, as the case may be, and permit the preparation of consolidated financial statements in accordance with GAAP to be derived therefrom.

Section 5.08 Compliance with Laws. Rockport Group will comply, and shall cause each of its Subsidiaries to comply, with the requirements of all applicable laws, rules, regulations and orders of any Governmental Authority (including all Environmental Laws, ERISA, *Pension Benefits Act* (Ontario) or any similar legislation of any other jurisdiction, ITA, OFAC, USA PATRIOT Act, Canadian AML Laws, United States Foreign Corrupt Practices Act of 1977, *Corruption of Foreign Public Officials Act* (Canada) or similar applicable laws of any other jurisdiction, as amended), except to the extent the failure of Rockport Group or such Subsidiary to comply could not reasonably be expected to have a Material Adverse Effect.

Section 5.09 Environmental.

(a) Environmental Disclosure. The Borrower Representative will deliver to the Administrative Agent:

(i) as soon as practicable following receipt thereof, copies of all environmental audits, investigations, analyses and reports of any kind or character, whether prepared by personnel of Rockport Group or any of its Subsidiaries or by independent consultants, Governmental Authorities or any other Persons, with respect to significant environmental matters at any Loan Party's real property or with respect to any Environmental Claims, in each case, that might reasonably be expected to have a Material Adverse Effect;

(ii) promptly upon the occurrence thereof, written notice describing in reasonable detail (A) any Release required to be reported by Rockport Group or any of its Subsidiaries to any federal, state, provincial, territorial or local governmental or regulatory agency under any applicable Environmental Laws that could reasonably be expected to have a Material Adverse Effect, (B) any remedial action taken by Borrower Representative or any of its Subsidiaries or any other Persons of which Rockport Group or any of its Subsidiaries has knowledge in response to (1) any Hazardous Materials Activities the existence of which has a reasonable possibility of resulting in one or more Environmental Claims having, individually or in the aggregate, a Material Adverse Effect or (2) any Environmental Claims that, individually or in the aggregate, have a reasonable possibility of resulting in a Material Adverse Effect and (C) any Loan Party's discovery of any occurrence or condition on any real property adjoining or in the vicinity of any Facility that reasonably could be expected to have a Material Adverse Effect;

(iii) as soon as practicable following the sending or receipt thereof by Rockport Group or any of its Subsidiaries, a copy of any and all written communications with respect to (A) any Environmental Claims that, individually or in the aggregate, have a reasonable possibility of giving rise to a Material Adverse Effect, (B) any Release required to be reported by Rockport Group or any of its Subsidiaries to any federal, state, provincial, territorial or local governmental or regulatory agency that reasonably could be expected to have a Material Adverse Effect, and (C) any request made to Rockport Group or any of its Subsidiaries for information from any governmental agency that suggests such agency is investigating whether Rockport Group or any of its Subsidiaries may be potentially responsible for any Hazardous Materials Activity which is reasonably expected to have a Material Adverse Effect;

(iv) prompt written notice describing in reasonable detail (A) any proposed acquisition of stock, assets, or property by Rockport Group or any of its Subsidiaries that could reasonably be expected to expose Rockport Group or any of its Subsidiaries to, or result in, Environmental Claims that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (B) any proposed action to be taken by Rockport Group or any of its Subsidiaries to modify current operations in a manner that could subject Rockport Group or any of its Subsidiaries to any additional material obligations or requirements under any Environmental Law that are reasonably likely to have a Material Adverse Effect; and

(v) with reasonable promptness, such other documents and information as from time to time may be reasonably requested by the Administrative Agent in relation to any matters disclosed pursuant to this Section 5.09(a).

(b) Hazardous Materials Activities, Etc. Each Loan Party shall promptly take, and shall cause each of its Subsidiaries promptly to take, any and all actions necessary to (i) cure any violation of applicable Environmental Laws by such Loan Party or its Subsidiaries that could reasonably be expected to have a Material Adverse Effect and (ii) make an appropriate response to any Environmental Claim against such Loan Party or any of its Subsidiaries and discharge any obligations it may have to any

Person thereunder, in each case, where failure to do so could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.10 Designation of Subsidiaries. The board of directors (or equivalent governing body) of Rockport Group may at any time designate (or redesignate) any subsidiary (other than any Borrower) as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Subsidiary; provided that (i) immediately before and after such designation, no Default or Event of Default shall have occurred and be continuing, (ii) [reserved], (iii) no subsidiary may be designated as an Unrestricted Subsidiary if it is a “Subsidiary” for the purpose of the Senior Notes or any other Indebtedness in excess of the Threshold Amount, (iv) as of the date of the designation thereof no Unrestricted Subsidiary shall own any Capital Stock in Rockport Group or its Subsidiaries or hold any Indebtedness of, or any Lien on any property of Rockport Group or its Subsidiaries and (v) no holder of any Indebtedness of any Unrestricted Subsidiary shall have any recourse to Rockport Group or its Subsidiaries with respect to such Indebtedness, except as permitted pursuant to this Agreement. The designation of any subsidiary as an Unrestricted Subsidiary shall constitute an Investment by Rockport Group or any other applicable Borrower therein at the date of designation in an amount equal to the portion of the fair market value of the net assets of such Subsidiary attributable to such Borrower’s equity interest therein (and such designation shall only be permitted to the extent such Investment is permitted under Section 6.07). The designation of any Unrestricted Subsidiary as a Subsidiary shall constitute the incurrence or making at the time of designation of any Investments, Indebtedness or Liens of such Subsidiary existing at such time; provided that upon a re-designation of such Unrestricted Subsidiary as a Subsidiary, such Borrower shall be deemed to continue to have an Investment in a Subsidiary in an amount (if positive) equal to (a) such Borrower’s “Investment” in such Subsidiary at the time of such re-designation, *less* (b) the portion of the fair market value of the net assets of such Subsidiary attributable to such Borrower’s equity therein at the time of such re-designation.

Section 5.11 Use of Proceeds. Use the proceeds of the Credit Extensions only (i) to finance: (i) the repayment of certain indebtedness under the Existing Credit Agreement (it being agreed that any letters of credit issued for the account of the Debtors under the Existing Credit Agreement shall be deemed issued hereunder), (ii) the payment of transaction expenses, (iii) the payment of fees, expenses and costs incurred in connection with the Cases, (iv) the payment of any adequate protection payments approved in the Orders, and (v) in accordance with the terms of the Orders, for working capital, capital expenditures, and other general corporate purposes of the Debtors, in each case to the extent not prohibited under applicable Law and the Loan Documents (including without limitation Bankruptcy Court-approved and CCAA Court-approved professional fees and other administrative fees arising in the Cases).

Section 5.12 Additional Collateral; Further Assurances.

(a) Subject to applicable law, Rockport Group and each other Loan Party shall cause each Domestic Subsidiary (other than any Excluded Subsidiary) formed or acquired after the date of this Agreement to become a Loan Party on or prior to the later to occur of (i) the date that is **thirty (30)** days following the date of such formation or acquisition (or such later date as may be acceptable to the Administrative Agent in its discretion) and (ii) the earlier of the date of the required delivery of the Compliance Certificate following the date of such formation or acquisition and the date that is **forty-five(45)** days after the end of the most recently ended Fiscal Quarter (or such later date as may be acceptable to the Administrative Agent in its discretion), by executing a Joinder Agreement. Upon execution and delivery thereof, each such Person (i) shall automatically become a Subsidiary Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) will take such actions as may be required in accordance with the terms hereof or of the applicable Collateral Documents to grant Liens to the Administrative Agent, for the benefit of itself and the Lenders and each other Secured Party, in each case to the extent required by the

terms hereof and thereof, in any property (subject to the limitations set forth herein and in the other Loan Documents) of such Loan Party which constitutes Collateral, on such terms as may be required pursuant to the terms of the Collateral Documents and in such priority as may be required pursuant to the terms of the Orders (including the Intercreditor Agreement as provided therein).

(b) Subject to applicable law, Rockport Group and each other Loan Party shall cause each Canadian Subsidiary formed or acquired after the date of this Agreement to become a Canadian Loan Party on or prior to the later to occur of (i) the date that is **thirty (30)** days following the date of such formation or acquisition (or such later date as may be acceptable to the Administrative Agent in its discretion) and (ii) the earlier of the date of the required delivery of the Compliance Certificate following the date of such formation or acquisition and the date that is **forty-five (45)** days after the end of the most recently ended Fiscal Quarter (or such later date as may be acceptable to the Administrative Agent in its discretion), by executing a Joinder Agreement. Upon execution and delivery thereof, each such Person (i) shall automatically become a Subsidiary Guarantor (and Canadian Loan Party) hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) will take such actions as may be required in accordance with the terms hereof or of the applicable Collateral Documents to grant Liens to the Administrative Agent, for the benefit of itself and the Lenders and each other Secured Party, in each case to the extent required by the terms hereof and thereof, in any property (subject to the limitations set forth herein and in the other Loan Documents) of such Loan Party which constitutes Collateral, on such terms as may be required pursuant to the terms of the Collateral Documents.

(c) Rockport Group and each Subsidiary that is a Loan Party will cause all Capital Stock directly owned by them to be subject at all times to a First Priority perfected Lien in favor of the Administrative Agent pursuant to the terms and conditions of the Collateral Documents, subject to the Orders (including the Intercreditor Agreement as provided therein).

(d) Without limiting the foregoing, each Loan Party will promptly execute and deliver, or cause to be promptly executed and delivered, to the Administrative Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of hypothec, deeds of trust and other documents and such other actions or deliveries of the type required by Article 4, as applicable), which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents (to the extent required herein or therein), all at the expense of the Loan Parties.

(e) Subject to the limitations set forth or referred to in this Section 5.12, if any Material Real Estate Asset is acquired by any Loan Party after the DIP Closing Date (other than any asset constituting Collateral under the Pledge and Security Agreement that becomes subject to the Lien in favor of the Administrative Agent upon acquisition thereof), the Borrower Representative will notify the Administrative Agent and the Lenders thereof, and, if requested by the Administrative Agent or the Required Lenders, within **ninety (90)** days of such request (or such longer period as may be acceptable to the Administrative Agent) the Borrowers will cause such assets to be subjected to a Lien securing the Secured Obligations and will take, and cause each Subsidiary that is a Loan Party to take, such actions as shall be necessary or reasonably requested by the Administrative Agent to grant and perfect such Liens, including actions described in paragraph (c) of this Section, all at the expense of the Loan Parties.

(f) After any Domestic Subsidiary ceases to constitute an Excluded Subsidiary in accordance with the definition thereof, the Borrowers shall cause such Domestic Subsidiary to take all

actions required by this Section 5.12 (within the time periods specified herein) as if such Domestic Subsidiary were then formed or acquired.

Notwithstanding anything to the contrary in this Section 5.12 or any other Collateral Document, (a) the Administrative Agent shall not require the taking of a Lien on, or require the perfection of any Lien granted in, those assets as to which (i) the cost, burden, difficulty or consequence of obtaining or perfecting such Lien (including any mortgage, stamp, intangibles or other tax or expenses relating to such Lien) is excessive in relation to the benefit to the Lenders of the security afforded thereby as reasonably determined by the Borrower Representative and the Administrative Agent or (ii) the granting of a Lien in such asset would be prohibited by enforceable anti-assignment provisions of contracts or applicable law or, in the case of assets consisting of licenses, agreements or similar contracts, to the extent the granting of such Lien therein would violate the terms of such license, agreement or similar contract relating to such asset (in each case, after giving effect to the applicable anti-assignment provisions of the UCC, PPSA or other applicable law) or would trigger the termination of any contract pursuant to any "change of control" or similar provision, (b) no Lien on Real Estate Assets shall be required except in respect of Material Real Estate Assets (provided that in any jurisdiction in which a tax is required to be paid in respect of the Mortgage on real property located in such jurisdiction based on the entire amount of the Secured Obligations, the amount secured by such Mortgage shall be limited to the estimated fair market value of the property to be subject to the Mortgage determined in a manner reasonably acceptable to Administrative Agent and the Borrower Representative), (c) no actions shall be required to be taken outside of the United States or Canada in order to create or grant any security interest in any assets located outside of the United States or Canada and no foreign law security or pledge agreements, foreign law mortgages or deeds or foreign intellectual property filings or searches shall be required, (d) Liens required to be granted or perfected pursuant to this Section 5.12 shall be subject to the Orders (including the Intercreditor Agreement as provided therein) and to exceptions and limitations consistent with those set forth in the Collateral Documents, (e) the Loan Parties shall not be required to seek or obtain any landlord lien waiver, estoppel, warehousemen waiver or other collateral access or similar letter or agreement (other than as set forth in this Agreement and subject to the Orders (including the Intercreditor Agreement as provided therein)) and (f) no Loan Party shall be required to (i) grant or take any other action with respect to a security interest in any Excluded Assets (as defined in the Pledge and Security Agreement), (ii) seek any landlord lien waiver, estoppel, warehouseman waiver or other collateral access or similar letter or agreement; provided that the Loan Parties shall use their commercially reasonable efforts to obtain the same for any Specified Location or (iii) perfect the security interest granted under the Loan Documents in (A) assets requiring perfection through control (other than to the extent required under Section 2.21 hereof or with respect to control of Pledged Stock (as defined in the Pledge and Security Agreement) or Pledged Collateral (as defined in the Pledge and Security Agreement) to the extent required by the Pledge and Security Agreement), (B) vehicles or other assets subject to state law certificate of title statutes, (C) commercial tort claims asserting damages of less than **\$1,000,000** or (D) letter of credit rights to the extent a security interest therein may not be perfected as supporting obligations by the filing of a UCC-1 or PPSA financing statement on the primary collateral.

Section 5.13 [Reserved].

Section 5.14 Performance within Budget. At all times, the Loan Parties shall perform strictly in accordance with the Budget, subject to the following (the "**Permitted Variances**"):

(a) the Borrowers' aggregate domestic Cash Receipts (for Cash Receipts from within the United States) shall be at least 80% of the projected amounts set forth in such Budget; provided, that Cash Receipts from outside the United States shall be not less than \$500,000 of the Cash Receipts set forth in such Budget; and

(b) the Borrowers' cumulative Cash Disbursements shall be not more than 120% of the projected amounts set forth in such Budget, in each case calculated on an aggregate (and not a line-item) basis.

The foregoing shall be reported on Friday of each week on a trailing four (4) week basis (the "**Testing Period**") pursuant to the cash flow comparison to Budget delivered by the U.S. Borrower to the Agent in accordance with Section 5.01(o); provided that Cash Receipts from outside the United States shall be reported on the last Friday of each month on a trailing four (4) week basis pursuant to the cash flow comparison to Budget delivered by the Borrower Representative to the Administrative Agent in accordance with Section 5.01(o).

Section 5.15 Retention of and Communication with Consultant. The Loan Parties shall continue the respective engagements of Houlihan Lokey, Inc., Alvarez & Marsal Private Equity Performance Investment Group, LLC or, in each case, an Affiliate thereof (in each case on terms satisfactory to the Administrative Agent in its sole and exclusive discretion), or another Person reasonably satisfactory to the Administrative Agent (collectively, the "**Consultant**"), to provide certain investment banking services in connection with the sale of all or substantially all of the assets or the Capital Stock of Holdings (the "**Proposed Sale**") with net proceeds sufficient to repay the Obligations in full on or before the Termination Date such that the Obligations are so repaid in full on or before such date. The Consultant shall be retained until such time as the Administrative Agent shall have provided its prior written consent (which consent may be provided or withheld in the Administrative Agent's sole and exclusive discretion). The Consultant shall continue to be retained by (and at the sole cost and expense of) the Loan Parties and all undertakings of the Consultant shall be solely on behalf of the Loan Parties. Further, the Borrower Representative, on behalf of itself and the other Loan Parties:

(a) covenants and agrees that each Loan Party shall fully cooperate with the Consultant;

(b) hereby authorizes the Administrative Agent and the Lenders to communicate directly with the Consultant regarding such reasonable matters relating to the services to be rendered by the Consultant to the Loan Parties, including, without limitation, to discuss all financial reports, business information, findings and recommendations of the Consultant;

(c) hereby authorizes and directs the Consultant to communicate directly with the Administrative Agent and the Lenders regarding such reasonable matters relating to the services to be rendered by the Consultant to the Loan Parties, including, without limitation, to discuss all financial reports, business information, and all findings, recommendations and opinions of the Consultant;

(d) hereby authorizes and directs the Consultant to provide the Administrative Agent and the Lenders with such reports and other information prepared or reviewed by the Consultant, to the extent requested by the Administrative Agent or any Lender and such request is reasonable. The Administrative Agent and the Lenders shall treat all such information received from the Consultant with the same degree of confidentiality as all other information provided to the Administrative Agent and the Lenders by the Borrowers under the Credit Agreement; and

(e) hereby agrees that the Consultant shall continue to be engaged by the Loan Parties in the capacity set forth in this Section 5.15 through the Termination Date.

Section 5.16 Use of Property; Rejection and Assumption of Contracts; Post-Filing Pleadings. On or after the Petition Date, each Loan Party agrees that it shall not, without the Required Lenders' prior written consent, file any motions or pleadings with the Bankruptcy Court or the CCAA Court (a) seeking

authority for any Loan Party to (i) use any of the material properties or assets of the Loan Parties outside the ordinary course of business, (ii) satisfy material prepetition claims of the Loan Parties or (iii) incur material administrative costs, in each case, to the extent such relief is inconsistent with this Agreement (including the Budget), or (b) seeking relief that is otherwise inconsistent with this Agreement, the Orders, or the DIP Notes Facility.

Section 5.17 Additional Information Obligations.

(a) Case Documents and Motions. As soon as practicable in advance of filing with the Bankruptcy Court and the CCAA Court of all documents, motions and pleadings, including with respect to the Orders, the Borrower Representative shall deliver to Administrative Agent and the Lenders all such documents to be filed and provide the Lenders with a reasonable opportunity to review and comment on all such documents.

(b) Progress Calls. Until the Termination Date, the U.S. Borrower will hold a progress call upon the request of the Lenders at a time that is mutually agreeable to the parties. During such conference calls a Responsible Officer of the U.S. Borrower shall provide the participating Lenders with a reasonably comprehensive update on the Cases, variances with respect to the Budget and any other material information relating to the business, condition (financial or otherwise), operation, performance, properties or prospects of any of the Loan Parties and any other information that may be reasonably requested by the Administrative Agent or any Lender.

(c) Other Information. Deliver to the Lenders promptly after the same are available, copies of all applications, judicial information, financial information and other documents filed on behalf of any Debtor or any other Loan Party with the Bankruptcy Court or the CCAA Court in any of the Cases, or distributed by or on behalf of any Debtor or any other Loan Party to any official committee appointed in any of the Cases.

(d) Access to Advisors. The Loan Parties shall allow the Administrative Agent and the Lenders access to, upon reasonable notice during normal business hours, all financial professionals engaged by the Loan Parties (which engagement, with respect to any financial professionals engaged after the DIP Closing Date, shall be on terms and conditions reasonably satisfactory to the Required Lenders).

Section 5.18 Milestones. The Debtors shall achieve each of the foregoing (each a "**Milestone**" and collectively, the "**Milestones**"):

(a) the Bankruptcy Court's approval of (x) the Interim Order within three (3) calendar days of the Petition Date, and (y) the Final Order within forty-five (45) calendar days after the Petition Date;

(b) the Bankruptcy Court's approval of the Bidding Procedures no later than twenty-one (21) calendar days after the Petition Date;

(c) the Bankruptcy Court's approval of a Permitted Sale no later than sixty (60) calendar days after the Petition Date; and

(d) the consummation of a Permitted Sale no later than the Maturity Date and, incidental to the closing thereof, contemporaneous payment in full of all Existing Obligations, if any, and all Obligations.

Section 5.19 Post-Closing Covenants.

(a) Within five (5) days after the DIP Closing Date (or such later date as the Administrative Agent may agree in its discretion) the Administrative Agent shall have received insurance certificates in compliance with the terms of Section 5.05 hereof; and

(b) Within ten (10) days after the DIP Closing Date (or such later date as the Administrative Agent may agree in its discretion) the Administrative Agent shall have received insurance endorsements in compliance with the terms of Section 5.05 hereof.

ARTICLE 6 NEGATIVE COVENANTS

Until the Termination Date has occurred, each of Holdings (solely with respect to Sections 6.15 and 6.16) and the other Loan Parties covenant and agree with the Lenders that:

Section 6.01 Indebtedness. The Borrowers and the Subsidiary Guarantors shall not, nor shall they permit any of their Subsidiaries to, directly or indirectly, create, incur, assume or otherwise become or remain liable with respect to any Indebtedness, except:

(a) the Secured Obligations;

(b) Indebtedness of Rockport Group to any Subsidiary and of any Subsidiary to Rockport Group or any other Subsidiary existing prior to the Petition Date, except for the Indebtedness of the Canadian Borrower to the U.S. Loan Parties in respect of the purchase by the Canadian Borrower of Inventory from the U.S. Loan Parties in accordance with the Budget;

(c) Indebtedness in respect of the Senior Notes (including any guarantees thereof) of Holdings, Rockport Group and the Subsidiary Guarantors;

(d) the DIP Notes Facility in a maximum aggregate amount not to exceed \$60,000,000 (which, for the avoidance of doubt, is comprised of \$20,000,000 of loans to be made from and after the Petition Date, plus the Final DIP Note Roll-Up), plus all interest, fees, expenses and indemnity amounts due and owing under the Loan Documents (as defined in the DIP Notes Facility);

(e) Indebtedness of Rockport Group or any Subsidiary which may be deemed to exist pursuant to any performance and completion guaranties or customs, stay, performance, bid, surety, statutory, appeal or other similar obligations incurred in the ordinary course of business or in respect of any letters of credit related thereto;

(f) Indebtedness of Rockport Group or any Subsidiary in respect of commercial credit cards, stored value cards, purchasing cards and treasury management services, including Banking Services Obligations, and other netting services, overdraft protections, automated clearing-house arrangements, employee credit card programs, controlled disbursement, ACH transactions, return items and interstate depository network services and, in each case, similar arrangements and otherwise in connection with Cash management and Deposit Accounts, to the extent permitted by the Cash Management Order;

(g) to the extent incurred and outstanding prior to the Petition Date, (x) guaranties by Rockport Group or any Subsidiary of the obligations of suppliers, customers and licensees in the ordinary course of business and (y) Indebtedness incurred in the ordinary course of business in respect of

obligations of Rockport Group or any Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services;

(h) [reserved];

(i) Indebtedness of Rockport Group or any Subsidiary incurred and outstanding prior to the Petition Date and described on Schedule 6.01(i);

(j) [reserved];

(k) to the extent incurred and outstanding prior to the Petition Date, Indebtedness of Rockport Group or any Subsidiary consisting of obligations owing under dealer incentive, supply, license or similar agreements entered into in the ordinary course of business;

(l) to the extent incurred and outstanding prior to the Petition Date, Indebtedness of Rockport Group or any Subsidiary consisting of (i) the financing of insurance premiums, (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business and/or (iii) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business;

(m) [reserved];

(n) [reserved];

(o) [reserved];

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) [reserved];

(t) [reserved];

(u) [reserved];

(v) [reserved];

(w) [reserved];

(x) [reserved];

(y) Indebtedness (including obligations in respect of letters of credit or bank guarantees or similar instruments with respect to such Indebtedness) incurred by Rockport Group or any Subsidiary in the ordinary course of business in respect of workers compensation claims, unemployment insurance and employment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits;

(z) [reserved];

(aa) to the extent incurred and outstanding prior to the Petition Date, Indebtedness of Rockport Group or any Subsidiary representing deferred compensation to current or former directors, officers, employees, members of management and consultants of any Parent Company, Rockport Group or any Subsidiary in the ordinary course of business;

(bb) Indebtedness of Rockport Group or any Subsidiary in respect of any letter of credit issued in favor of any Issuing Bank to support any Defaulting Lender's participation in Letters of Credit issued hereunder;

(cc) [reserved];

(dd) [reserved];

(ee) [reserved];

(ff) [reserved];

(gg) the Seller Notes; provided that such Seller Notes shall not have any scheduled prepayment (subject to customary exceptions) prior to the Maturity Date; provided, further, that the Seller Notes shall be subject to the Seller Note Subordination Agreement;

(hh) [reserved];

(ii) [reserved]; and

(ij) to the extent incurred and outstanding prior to the Petition Date, Indebtedness of Holdings or any of its Subsidiaries arising from an agreement providing for the Guarantee or indemnification of operating leases of any Subsidiary;

provided, however, that none of the foregoing restrictions shall prohibit the Borrowers or the Subsidiary Guarantors from incurring Indebtedness pursuant to or in accordance with the Budget.

Section 6.02 Liens. The Borrowers and the Subsidiary Guarantors shall not, nor shall they permit any of their Subsidiaries to, create, incur, assume or permit or suffer to exist any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable) owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, except:

(a) Liens created pursuant to the Loan Documents securing the Secured Obligations;

(b) Liens for Taxes, assessments or other governmental charges or levies which are (A) with respect to any Loan Party that is not a Debtor, not overdue or, if overdue, obligations (i) with respect to such Taxes that are not at such time required to be paid pursuant to Section 5.03 or (ii) which are being contested in accordance with Section 5.03, or (B) with respect to any Debtor, are not overdue or constitute prepetition claims;

(c) statutory Liens of landlords, banks (and rights of set-off), carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law (excluding any such Lien imposed pursuant to Section 401(a)(29) or 412(n) of the Code, by ERISA or the *Pension Benefits Act* (Ontario) or similar legislation of any other jurisdiction (including statutory liens for Prior Claims)), in each case incurred in the ordinary course of business (A) with respect to any Loan Party

that is not a Debtor (i) for amounts not yet overdue by more than **thirty (30)** days, (ii) for amounts that are overdue by more than **thirty (30)** days and that are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts or (iii) with respect to which the failure to make payment could not reasonably be expected to have a Material Adverse Effect, or (B) with respect to any Debtor, constitute prepetition claims;

(d) Liens incurred (i) in the ordinary course of business in connection with workers' compensation, unemployment insurance, employment insurance and other types of social security laws and regulations, (ii) in the ordinary course of business to secure the performance of tenders, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money), (iii) pursuant to pledges and deposits of Cash or Cash Equivalents in the ordinary course of business securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty or liability insurance to Holdings, Rockport Group and its Subsidiaries and (iv) to secure obligations in respect of letters of credit or bank guarantees posted with respect to the items described in clauses (i)-(iii) above;

(e) easements, rights-of-way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not, in the aggregate, materially interfere with the ordinary conduct of the business of Rockport Group and its Subsidiaries, taken as a whole, or the use of the affected property for its intended purpose;

(f) any (i) interest or title of a lessor or sub-lessor under any lease of real estate permitted hereunder, (ii) landlord lien permitted by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such lessor or sub-lessor may be subject or (iv) subordination of the interest of the lessee or sub-lessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);

(g) [reserved];

(h) purported Liens evidenced by the filing of precautionary UCC financing statements relating solely to operating leases or consignment or bailee arrangements entered into in the ordinary course of business;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens in connection with any zoning, building or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any or dimensions of real property or the structure thereon;

(k) [reserved];

(l) Liens created and existing prior to the Petition Date and described on Schedule 6.02 and any modifications, replacements, refinancings, renewals or extensions thereof; provided that (i) no such Lien extends to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 6.01 and (B) proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(m) provided by any lender may be cross-collateralized to other financings of such type

provided by such lender or its affiliates) and (ii) the modification, replacement, refinancing, renewal or extension of the obligations secured or benefited by such Liens, if constituting Indebtedness, is permitted by Section 6.01;

(m) [reserved];

(n) Liens securing Indebtedness permitted pursuant to Section 6.01(m); provided that any such Lien shall encumber only the asset acquired with the proceeds of such Indebtedness and proceeds and products thereof, accessions thereto and improvements thereon (it being understood that individual financings of the type permitted under Section 6.01(m) provided by any lender may be cross-collateralized to other financings of such type provided by such lender or its affiliates);

(o) [reserved];

(p) Liens that are contractual rights of setoff (i) relating to the establishment of depositary relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of Rockport Group or any Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of Rockport Group or any Subsidiary, (iii) relating to purchase orders and other agreements entered into with customers of Rockport Group or any Subsidiary in the ordinary course of business, (iv) attaching to commodity trading or other brokerage accounts incurred in the ordinary course of business and (v) encumbering reasonable customary initial deposits and margin deposits;

(q) Liens on assets of Foreign Subsidiaries and other Subsidiaries that are not Loan Parties (including Capital Stock owned by such Persons) securing Indebtedness of non-Loan Parties permitted pursuant to Section 6.01(j) and (r);

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

(s) Liens disclosed in the title insurance policies delivered pursuant to Sections 5.12 and 5.13 with respect to any Mortgaged Property and any replacement, extension or renewal of any such Lien; provided that such replacement, extension or renewal Lien shall not cover any property other than the property that was subject to such Lien prior to such replacement, extension or renewal;

(t) Liens securing Indebtedness incurred pursuant to Sections 6.01(c) and (y); provided that, in the case of any Liens on Revolving Collateral pursuant to Section 6.01(c), such Indebtedness shall either be secured on a *pari passu* basis with the Senior Notes and subject to the Orders (including the Intercreditor Agreement as provided therein) or secured on a junior lien basis with respect to the Revolving Collateral pursuant to intercreditor arrangements reasonably satisfactory to the Administrative Agent;

(u) [reserved];

(v) Liens on assets securing judgments, awards, attachments or decrees not constituting an Event of Default under Section 7.01(h);

(w) [reserved];

(x) Liens created and existing prior to the Petition Date on Securities that are the subject of repurchase agreements constituting Investments permitted under Section 6.07 arising out of such repurchase transaction;

(y) Liens securing obligations of Persons who are not Loan Parties in respect letters of credit permitted under Sections 6.01(e), (y) and (bb);

(z) Liens arising (i) out of conditional sale, title retention, consignment or similar arrangements for the sale of any assets or property in the ordinary course of business and permitted by this Agreement or (ii) by operation of law under Article 2 of the UCC or applicable provisions of the PPSA;

(aa) Liens created and existing prior to the Petition Date in favor of any Borrower or the Loan Guarantors securing intercompany Indebtedness permitted under Section 6.01;

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

(cc) [reserved];

(dd) Liens on deposits securing obligations of the type described in Section 6.01(f);

(ee) [reserved];

(ff) [reserved];

(gg) DIP Notes Liens in favor of the DIP Notes Agent, provided that such DIP Notes Liens are subject to the terms and conditions of the Orders (including the Intercreditor Agreement as provided therein);

(hh) Liens securing the Carve-Out;

(ii) Permitted Prior Liens; and

(jj) The Administration Charge and the DIP Lenders' Charge;

provided that, if any Lien described in any of the clauses other than clause (a), is not permitted to be incurred or exist pursuant to the DIP Notes Facility, then notwithstanding the inclusion of such Lien in the foregoing Section, such Lien shall not be permitted hereunder provided, further, that none of the foregoing restrictions shall prohibit the Borrowers or the Subsidiary Guarantors from incurring or permitting to exist Liens pursuant to or in accordance with the Budget.

Section 6.03 No Further Negative Pledges. Neither Rockport Group nor any of its Subsidiaries shall enter into any agreement prohibiting the creation or assumption of any Lien upon any of its properties or assets, whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Obligations, except with respect to specific property to be sold pursuant to an asset sale permitted by Section 6.08;

(a) restrictions contained in any agreement with respect to Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien, but only if such restrictions apply only to the Person or

Persons obligated under such Indebtedness and its or their Subsidiaries or the property or assets securing such Indebtedness;

(b) restrictions contained in the Existing Note Purchase Agreement and the documentation governing Indebtedness permitted by clause (q) of Section 6.01;

(c) restrictions by reason of customary provisions restricting assignments, subletting or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses and other similar agreements entered into in the ordinary course of business (provided that such restrictions are limited to the relevant leases, subleases, licenses, sublicenses or other similar agreements and/or the property or assets secured by such Liens or the property or assets subject to such leases, subleases, licenses, sublicenses or other similar agreements, as the case may be);

(d) Permitted Liens in existence on the Petition Date and restrictions in the agreements relating thereto that limit the right of Rockport Group or any of its Subsidiaries to dispose of, transfer or encumber the assets subject to such Liens;

(e) provisions limiting the disposition or distribution of assets or property in joint venture agreements, sale-leaseback agreements, stock sale agreements and other similar agreements in existence prior to the Petition Date, which limitation is applicable only to the assets that are the subject of such agreements (or the Persons the stock of which is the subject of such agreement);

(f) [reserved];

(g) restrictions imposed by customary provisions in partnership agreements, limited liability company organizational governance documents, joint venture agreements and other similar agreements in existence prior to the Petition Date that restrict the transfer of the assets of, or ownership interests in, such partnership, limited liability company, joint venture or similar Person;

(h) restrictions on Cash or other deposits imposed by customers under contracts entered into in the ordinary course of business;

(i) restrictions set forth in documents not otherwise described in this Section 6.03 which exist prior to the Petition Date;

(j) [reserved];

(k) restrictions contained in documents in existence prior to the Petition Date governing Indebtedness and Liens on Capital Stock permitted hereunder of any Subsidiary that is not a Subsidiary Guarantor;

(l) [reserved]; and

(m) other restrictions or encumbrances 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 (l) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are otherwise subject to the approval of the Bankruptcy Court.

Section 6.04 **[Reserved]**.

Section 6.05 Restricted Payments; Certain Payments of Indebtedness.

(a) No Borrower shall pay or make, directly or indirectly, any Restricted Payment, except that:

(i) Rockport Group and its Subsidiaries may make Restricted Payments to the extent necessary to permit any Parent Company:

(A) to pay general administrative costs and expenses (including corporate overhead, legal or similar expenses and customary wages, salary, bonus and other benefits payable to directors, officers, employees, members of management, consultants and/or independent contractors of any Parent Company), franchise fees, franchise Taxes and similar fees, Taxes and expenses required to maintain the organizational existence of such Parent Company, in each case, which are reasonable and customary and incurred in the ordinary course of business, plus any reasonable and customary indemnification claims made by current or former directors, officers, members of management, employees or consultants of any Parent Company, in each case, to the extent attributable to the ownership or operations of any of Holdings, any Borrower and/or its Subsidiaries;

(B) to pay the Tax Distributions;

(C) to pay audit and other accounting and reporting expenses at such Parent Company to the extent relating to the ownership or operations of any Borrower and/or its Subsidiaries;

(D) for the payment of insurance premiums to the extent relating to the ownership or operations of any Borrower and/or its Subsidiaries;

(E) pay fees and expenses related to debt or equity offerings, or investments permitted by this Agreement (whether or not consummated);

(F) to pay the consideration to finance any Investment permitted under Section 6.07 (provided that (x) such Restricted Payments under this clause (a)(i)(F) shall be made substantially concurrently with the closing of such Investment and (y) such Parent Company shall, promptly following the closing thereof, cause all such property acquired to be contributed to Rockport Group or one of its Subsidiaries, or the merger or amalgamation of the Person formed or acquired into Rockport Group or one of its Subsidiaries, in order to consummate such Investment in a manner that causes such Investment to comply with the applicable requirements of Section 6.07 as if undertaken as a direct Investment by Rockport Group or such Subsidiary);

(G) to pay customary salary, bonus, severance and other benefits payable to current or former directors, officers, members of management, employees or consultants (or Immediate Family Member thereof) of any Parent Company to the extent such salary, bonuses, severance and other benefits are directly attributable and reasonably allocated to the operations of Rockport Group and/or its Subsidiaries, in each case, so long as such Parent Company applies the amount of any such Restricted Payment for such purpose;

(H) to pay any indemnities, fees or other expenses pursuant to a Sponsor Management Agreement permitted under Section 6.11(f); and

(I) [reserved];

(ii) [reserved]

(iii) [reserved];

(iv) [reserved];

(v) [reserved];

(vi) Rockport Group may make Restricted Payments the proceeds of which are applied (A) on the DIP Closing Date, solely to effect the consummation of the Transactions and (B) on and after the DIP Closing Date, to satisfy any payment obligations owing under the Master Purchase Agreement, in accordance with the Budget (within Permitted Variances);

(vii) [reserved];

(viii) [reserved];

(ix) to the extent constituting a Restricted Payment, Rockport Group may consummate any transaction permitted by Section 6.07 (other than Sections 6.07(i) and (t)), Section 6.08 (other than Section 6.08(g)) and Section 6.11 (other than Section 6.11(d)); and

(x) [reserved].

(b) Except as required by this Agreement or the Orders (including with respect to adequate protection payments required in connection with the Existing Senior Secured Indenture and the Existing Credit Agreement), the Borrowers and the Subsidiary Guarantors shall not, nor shall they permit any Subsidiary to, prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Permitted Indebtedness (including without limitation any Subordinated Indebtedness prior to its scheduled maturity or set aside any funds for such purpose (other than any payments to critical vendors to the extent permitted by the Bankruptcy Court pursuant to any first or second day motion or as expressly set forth in the Budget), or (ii) agree to any amendment, restatement, supplement or other modifications to the Existing Senior Secured Note Documents or (iii) make any interest payment in respect of any Indebtedness (including without limitation any Subordinated Indebtedness) other than (a) payments of the Obligations, (b) as expressly permitted by the Orders, (c) mandatory payments with respect to the DIP Notes Facility, (d) payments with respect to the Existing Obligations and (e) prepayment of intercompany Indebtedness owed by and between Debtors.

Section 6.06 Restrictions on Subsidiary Distributions. Except as provided herein or in any other Loan Document, in the Existing Note Purchase Agreement, in the DIP Notes Facility or in agreements with respect to refinancings, renewals or replacements of such Indebtedness permitted by Section 6.01, so long as such refinancing, renewal or replacement does not expand the scope of such contractual obligation, Rockport Group and the Subsidiary Guarantors shall not, nor shall they permit any of their Subsidiaries to create, or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of Rockport Group to:

(a) pay dividends or make any other distributions on any of such Subsidiary's Capital Stock owned by Rockport Group or any other Subsidiary;

(b) pay, repay or prepay any Indebtedness owed by such Subsidiary to Rockport Group or any other Subsidiary;

(c) make loans or advances to Rockport Group or any other Subsidiary of Rockport Group; or

(d) sell, lease or transfer any of its property or assets to Rockport Group or any other Subsidiary;

in each case, other than any encumbrance and/or restriction incurred or otherwise in existence prior to the Petition Date.

Section 6.07 Investments. The Borrowers and the Subsidiary Guarantors shall not, nor shall they permit any of their Subsidiaries to make or own any Investment in any other Person except:

(a) Cash or Investments that were Cash Equivalents at the time made;

(b) (i) Investments existing prior to the Petition Date in any Subsidiary listed in the Perfection Certificate, (ii) Investments made after the Petition Date in Subsidiaries that are Loan Parties and (iii) equity Investments by a Loan Party in a non-Loan Party consisting of the contribution or disposition of Capital Stock of any Person which is not a Loan Party;

(c) Investments (i) constituting deposits, prepayments and other credits to suppliers, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and (iii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies to Rockport Group or any Subsidiary;

(d) [reserved];

(e) [reserved];

(f) Investments existing, or contractually committed to, prior to the Petition Date and described on Schedule 6.07 and any modification, replacement, renewal or extension thereof so long as such modification, renewal or extension thereof does not increase the amount of such Investment except by the terms thereof;

(g) Investments received in lieu of Cash in connection with any asset sale permitted by Section 6.08;

(h) [reserved];

(i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business;

(j) Investments consisting of Indebtedness permitted under Section 6.01 (other than Indebtedness permitted under Sections 6.01(b) and (h)), Permitted Liens, Restricted Payments permitted under Section 6.05 (other than Section 6.05(a)(ix)), and mergers, amalgamations, consolidations or asset sales or dispositions permitted by Section 6.08;

(k) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(l) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other financially troubled account debtors arising in the ordinary course of business, and/or (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(m) [reserved];

(n) [reserved];

(o) [reserved];

(p) [reserved];

(q) [reserved];

(r) [reserved];

(s) (i) Guarantees of leases (other than Capital Leases) or of other obligations not constituting Indebtedness and (ii) Guarantees of the lease obligations of suppliers, customers, franchisees and licensees of Rockport Group and its Subsidiaries, in each case in the ordinary course of business;

(t) Investments in Holdings in amounts and for purposes for which Restricted Payments to Holdings are permitted under Section 6.05(a); provided that any such Investments made as provided above in lieu of such Restricted Payments shall reduce availability under the applicable Restricted Payment basket under Section 6.05(a);

(u) Investments made by any Subsidiary that is not a Loan Party to the extent such Investments are made with the proceeds received by such Subsidiary from an Investment made by a Loan Party in such Subsidiary pursuant to this Section 6.07 (other than Investments pursuant to clause (ii) of Section 6.07(e));

(v) [reserved]; and

(w) [reserved].

Section 6.08 Fundamental Changes; Disposition of Assets. The Borrowers and the Subsidiary Guarantors shall not, nor shall they permit any of their Subsidiaries to, enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve or be dissolved (or suffer any liquidation or dissolution), or convey, sell, lease or sublease (as lessor or sub-lessor), transfer or otherwise dispose of, in a single transaction or in a related series of transactions, all or any part of its business, assets or property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, whether now owned or hereafter acquired, except, (i) in each case, as approved by the Bankruptcy Court, and, if in respect of Canadian assets, as approved by the CCAA Court, or a Permitted Sale, (ii) the sale of Inventory by the U.S. Loan Parties to the Canadian Borrower in accordance with the Budget, and (iii) sales of inventory in the ordinary course of business.

Section 6.09 [Reserved].

Section 6.10 Sales and Lease-Backs. The Borrowers and the Subsidiary Guarantors shall not, nor shall they permit any of their Subsidiaries to, directly or indirectly, become or remain liable as lessee or as a guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, which Rockport Group or such Subsidiary (a) has sold or transferred or is to sell or to transfer to any other Person (other than Rockport Group or any of its Subsidiaries) and (b) intends to use for substantially the same purpose as the property which has been or is to be sold or transferred by Rockport Group or Subsidiary to any Person (other than Rockport Group or any of its Subsidiaries) in connection with such lease.

Section 6.11 Transactions with Affiliates. The Borrowers and the Subsidiary Guarantors shall not, nor shall they permit any of their Subsidiaries to enter into or permit or suffer to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) involving payments in excess of **\$1,000,000** in the aggregate from the Petition Date until the Termination Date with any of their Affiliates on terms that are less favorable to Rockport Group or such Subsidiary, as the case may be, than those that might be obtained at the time in a comparable arm's-length transaction from a Person who is not an Affiliate; provided that the foregoing restriction shall not apply to:

(a) any transaction between or among Rockport Group and/or one or more Subsidiaries to the extent permitted or not restricted by this Agreement;

(b) any issuance, sale or grant of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of employment arrangements, stock options and stock ownership plans approved by the board of directors (or equivalent governing body) of any Parent Company or of Rockport Group or any Subsidiary;

(c) (i) any employment agreements, severance agreements or compensatory (including profit sharing) arrangements entered into by Rockport Group or any of its Subsidiaries with their respective current or former officers, directors, members of management, employees, consultants or independent contractors, in each case in the ordinary course of business, (ii) any subscription agreement or similar agreement pertaining to the repurchase of Capital Stock pursuant to put/call rights or similar rights with current or former officers, directors, members of management, employees, consultants or independent contractors, (iii) transactions pursuant to any employee compensation arrangement, benefit plan, stock option plan or arrangement, any health, disability or similar insurance plan which covers current or former officers, directors, members of management, employees, consultants or independent contractors or any employment contract or arrangement and (iv) transactions pursuant to any compensatory arrangement or any equity subscription, co-invest agreement or equityholder agreement with management of Rockport Group or any direct or indirect parent company of Rockport Group in connection with the Transactions;

(d) (i) transactions permitted by Sections 6.01(d), and (bb), 6.05 and 6.07(t), and (ii) issuances of Capital Stock and debt securities not restricted by this Agreement;

(e) transactions in existence prior to the Petition Date and described on Schedule 6.11 and any amendment thereto to the extent such amendment is not adverse to the Lenders in any material respect;

(f) (x) so long as no Event of Default under Section 7.01(a) then exists or would result therefrom, transactions pursuant to the Sponsor Management Agreement and (y) the payment of all indemnities and expenses owed to the parties to any such management or similar agreement and/or the Sponsor Management Agreement and their respective directors, officers, members of management,

employees and consultants, in each case whether currently due or paid in respect of accruals from prior periods;

(g) the Transactions, including the payment of Transaction Costs;

(h) customary compensation to Affiliates in connection with any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, which payments are approved by the majority of the members of the board of directors (or similar governing body) or a majority of the disinterested members of the board of directors (or similar governing body) of Rockport Group in good faith;

(i) Guarantees permitted by Section 6.01;

(j) loans and other transactions to the extent permitted under this Article 6;

(k) the payment of customary fees, reasonable out-of-pocket costs to and indemnities provided on behalf of, current or former members of the board of directors (or similar governing body), officers, employees, members of management, consultants and independent contractors of Rockport Group and its Subsidiaries in the ordinary course of business and, in the case of payments to such Person in such capacity on behalf of any Parent Company, to the extent attributable to the operations of Rockport Group and its Subsidiaries;

(l) any payments, transactions or services contemplated under the Transition Services Agreement, the Management Agreement or the Master Purchase Agreement, in each case, as in effect on the date hereof;

(m) the payment of reasonable out-of-pocket costs and expenses related to registration rights and customary indemnities provided to shareholders under any shareholder agreement;

(n) [reserved];

(o) the existence and performance of agreements and transactions with any Unrestricted Subsidiary that were entered into prior to the designation of a Subsidiary as such Unrestricted Subsidiary to the extent that the transaction was permitted at the time that it was entered into with such Subsidiary and transactions entered into by an Unrestricted Subsidiary with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary as a Subsidiary; provided that such transaction was not entered into in contemplation of such designation or redesignation, as applicable, and is otherwise permitted by this Article 6;

(p) (i) investments by Permitted Holders in securities of Rockport Group or any Subsidiary (and payment of reasonable out-of-pocket expenses incurred by such Permitted Holders in connection therewith) so long as the investment is being offered by Rockport Group or such Subsidiary generally to other investors on the same or more favorable terms, and (ii) payments to Permitted Holders in respect of securities or loans of Rockport Group or any Subsidiary contemplated in the foregoing clause (i) or that were acquired from Persons other than Rockport Group and its Subsidiaries, in each case, in accordance with the terms of such securities or loans; provided that with respect to securities of Rockport Group or any Subsidiary contemplated in clause (i) above, such investment constitutes less than 10% of the proposed or outstanding issue amount of such class of securities;

(q) [reserved]; and

(r) any transactions or services provided by New Balance pursuant to the Transition Trademark License Agreement, Trademark Assignment, Contribution Agreement, Debt Transfer Agreement, the IP Transfer Agreement, in each case as in effect on the date hereof, and any management agreement to be entered into between Rockport Group or Rockport and any foreign affiliate of New Balance after the Closing Date.

provided, that in each case, such transaction shall be consistent with the Budget (within Permitted Variances).

Section 6.12 Conduct of Business. From and after the Petition Date, the Borrowers and the Subsidiary Guarantors, taken as a whole, shall not, nor shall they permit any of their Subsidiaries to, engage in any material line of business other than (a) the businesses engaged in by Rockport Group or its Subsidiaries on the Petition Date and similar, complementary, ancillary, incidental, synergistic or related businesses or extensions thereof (and non-core incidental businesses acquired in connection with any Permitted Acquisition or permitted Investment) and (b) such other lines of business as may be consented to by the Required Lenders.

Section 6.13 Amendments or Waivers of Organizational Documents. The Borrowers and the Subsidiary Guarantors shall not, nor shall they permit any of their Subsidiaries to, amend or modify, in each case in a manner that is materially adverse to the Lenders (in their capacities as such) such Person's Organizational Documents without obtaining the prior written consent of the Administrative Agent.

Section 6.14 Amendments of or Waivers with Respect to Certain Indebtedness and Other Documents. The Borrowers and the Subsidiary Guarantors shall not, nor shall they permit any of their Subsidiaries to, amend or otherwise change (i) the terms of the Senior Notes (or Refinancing Indebtedness in respect thereof) in a manner that violates the Subordination Agreement, (ii) Junior Indebtedness (or the documentation governing the foregoing) in a manner that violates the subordination terms thereof, (iii) the terms of the DIP Notes Facility except as permitted by the Orders (including the Intercreditor Agreement as provided therein), or (iv) the subordination provisions of any Subordinated Indebtedness (other than Junior Indebtedness) (and the component definitions as used therein), in each case of this clause (iv), if the effect of such amendment or change, together with all other amendments or changes made, is materially adverse to the interests of the Lenders (in their capacities as such); provided that the foregoing limitation in this clause (iv) shall not otherwise prohibit Refinancing Indebtedness permitted under Section 6.01 in respect thereof.

Section 6.15 Fiscal Year. None of Holdings (or any Successor Parent Company), Rockport Group or any Subsidiary Guarantors shall, nor shall they permit any of their Subsidiaries to, change their respective fiscal year-ends to a date other than December 31; provided, that Holdings, Rockport Group, each of the Subsidiary Guarantors and each of their Subsidiaries may collectively, upon 30 days' prior written notice to the Administrative Agent and with the consent of the Administrative Agent change their fiscal year-ends, on no more than three occasions to another fiscal year-end, so long as (a) the Borrower Representative shall deliver such financial information as the Administrative Agent may reasonably request to ensure such change in fiscal year-end does not adversely affect the interest of the Lenders in any material respect, (b) the payment dates of any amounts under this Agreement that may be affected by such change shall be adjusted as reasonably required by the Administrative Agent and (c) any such change in fiscal year-end does not otherwise adversely affect the interests of the Lenders in any material respect had such change not been made, in which case Holdings, Rockport Group, the Subsidiary Guarantors and the Administrative Agent will, and are hereby authorized to, effectuate any adjustments to this Agreement as are necessary to preserve the original intent of the parties hereto to reflect such change in the fiscal year-ends.

Section 6.16 Permitted Activities of Holdings. Holdings and each Successor Parent Company shall not (a) incur, directly or indirectly, any Indebtedness for borrowed money other than (i) the Indebtedness under the Loan Documents, the Existing Note Purchase Agreement and the DIP Notes Facility or otherwise in connection with the Transactions, (ii) Guarantees of Indebtedness of Rockport Group and its Subsidiaries permitted hereunder, (iii) the Seller Notes and (iv) Qualified Holding Company Debt; (b) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by it other than (i) the Liens created under the Collateral Documents and, subject to the Orders (including the Intercreditor Agreement as provided therein), the collateral documents relating to the Existing Note Purchase Agreement or the DIP Notes Facility, as applicable, in each case, to which it is a party, (ii) any other Lien created in connection with the Transactions, (iii) Permitted Liens on the Collateral that are secured on a *pari passu* or junior basis with the Secured Obligations, so long as such Permitted Liens secure Guarantees permitted under clause (a)(ii) above and the underlying Indebtedness subject to such Guarantee is permitted to be secured on the same basis pursuant to Section 6.02 and (iv) Liens of the type permitted under Section 6.02 (other than in respect of debt for borrowed money); (c) engage in any business activity or own any material assets other than (i) holding **100.0%** of the Capital Stock of Rockport Group or any other Guarantor and, indirectly, any other subsidiary of Rockport Group; (ii) performing its obligations under the Loan Documents and the Existing Note Purchase Agreement and other Indebtedness, Liens (including the granting of Liens) and Guarantees permitted hereunder; (iii) issuing its own Capital Stock; (iv) filing Tax reports and paying Taxes and other customary obligations related thereto in the ordinary course (and contesting any Taxes); (v) preparing reports to Governmental Authorities and to its shareholders; (vi) holding director and shareholder meetings, preparing corporate or limited liability company records and other corporate or limited liability company activities required to maintain its separate corporate or limited liability company structure or to comply with applicable Requirements of Law; (vii) effecting an IPO; (viii) holding Cash and other assets received in connection with Restricted Payments or Investments made by Rockport Group and its Subsidiaries or contributions to, or proceeds from the issuance of, issuances of Capital Stock of Holdings, in each case, pending the application thereof in a manner not prohibited by this Agreement; (ix) providing indemnification for its current or former officers, directors, members of management, employees and advisors or consultants; (x) participating in tax, accounting and other administrative matters; (xi) performing its obligations under the Sponsor Management Agreement, any "management" or similar agreement described in Section 6.11(f), this Agreement and Master Purchase Agreement and the other documents, agreements and Investments contemplated by the Transactions; (xii) complying with applicable Requirements of Law (including with respect to the maintenance of its existence); and (xiii) performing activities incidental to any of the foregoing; or (d) consolidate or amalgamate or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person; provided that, so long as no Default or Event of Default exists or would result therefrom, Holdings may merge or consolidate or amalgamate with or into any other Person (except as provided below, other than Rockport Group and any of its Subsidiaries) so long as (i) Holdings shall be the continuing or surviving Person or (ii) if the Person formed by or surviving any such merger or consolidation or amalgamation is not Holdings, (A) the successor Person shall expressly assume all the obligations of Holdings under this Agreement and the other Loan Documents to which Holdings is a party pursuant to a supplement hereto and/or thereto in a form reasonably satisfactory to the Administrative Agent, (B) such successor shall be an entity organized under the laws of the United States, any state thereof or the District of Columbia, (C) such successor has no Indebtedness or other liabilities and engages in no business activities and owns no material assets, in each case, other than as permitted under this Section 6.16 and (D) the Borrower Representative shall deliver a certificate of a Responsible Officer with respect to the satisfaction of the conditions under the immediately preceding clauses (A)-(C) hereof and there being no Default or Event of Default then in existence or as would result from therefrom; provided, further, that if the conditions set forth in the preceding proviso are satisfied, the successor to Holdings will succeed to, and be substituted for, Holdings under this Agreement. Notwithstanding anything to the contrary in this Agreement, Holdings may consolidate or amalgamate or merge with and into Rockport Group so long as (A) the direct Parent Company of Rockport Group is organized or

existing under the laws of the United States, any state thereof, the District of Columbia or any territory thereof (such direct Parent Company, the “**Successor Parent Company**”), (B) the Successor Parent Company expressly assumes all of the obligations of Holdings under this Agreement and the other Loan Documents to which Holdings is a party, as well as any Qualified Holding Company Debt then outstanding, pursuant to a supplement hereto and/or thereto in a form reasonably satisfactory to the Administrative Agent, (C) the Successor Parent Company has no Indebtedness or other liabilities and engages in no business activities and owns no material assets other than as permitted under this Section 6.16, (D) no Default or Event of Default then exists or would result therefrom and (E) the Successor Parent Company shall deliver a certificate of a Responsible Officer with respect to the satisfaction of the conditions in the immediately preceding clauses (A)-(D) hereof.

Section 6.17 Permitted Activities of UK Holdings. UK Holdings shall not (a) incur, directly or indirectly, any Indebtedness for borrowed money other than (i) the Indebtedness under the Loan Documents and the Existing Note Purchase Agreement or otherwise in connection with the Transactions, and (ii) Guarantees of Indebtedness of Rockport Group and its Subsidiaries permitted hereunder; (b) create or suffer to exist any Lien upon any property or assets now owned or hereafter acquired by it other than (i) the Liens created under the Collateral Documents to which it is a party, and (ii) any other Lien created in connection with the Transactions; (c) engage in any business activity or own any material assets other than (i) holding **100.0%** of the Capital Stock of Canadian Borrower; (ii) performing its obligations under the Loan Documents and other Indebtedness, Liens (including the granting of Liens) and Guarantees permitted hereunder; (iii) issuing its own Capital Stock; (iv) filing Tax reports and paying Taxes and other customary obligations related thereto in the ordinary course (and contesting any Taxes); (v) preparing reports to Governmental Authorities and to its shareholders; (vi) holding director and shareholder meetings, preparing corporate or limited liability company records and other corporate or limited liability company activities required to maintain its separate corporate or limited liability company structure or to comply with applicable Requirements of Law; (vii) effecting an IPO; (viii) holding Cash and other assets received in connection with Restricted Payments or Investments made by its Subsidiaries or contributions to, or proceeds from the issuance of, issuances of Capital Stock of UK Holdings, in each case, pending the application thereof in a manner not prohibited by this Agreement; (ix) providing indemnification for its current or former officers, directors, members of management, employees and advisors or consultants; (x) participating in tax, accounting and other administrative matters; (xi) performing its obligations under any “management” or similar agreement described in Section 6.11(f), this Agreement and the other documents, agreements and Investments contemplated by the Transactions; (xii) complying with applicable Requirements of Law (including with respect to the maintenance of its existence); and (xiii) performing activities incidental to any of the foregoing; or (d) consolidate or amalgamate or merge with or into, or convey, transfer or lease all or substantially all its assets to, any Person; provided that, so long as no Default or Event of Default exists or would result therefrom, UK Holdings may merge or consolidate or amalgamate with or into any other Person (other than Rockport Group and any of its Subsidiaries) so long as (i) UK Holdings shall be the continuing or surviving Person or (ii) if the Person formed by or surviving any such merger or consolidation or amalgamation is not UK Holdings, (A) the successor Person shall expressly assume all the obligations of UK Holdings under this Agreement and the other Loan Documents to which UK Holdings is a party pursuant to a supplement hereto and/or thereto in a form reasonably satisfactory to the Administrative Agent, (B) such successor shall be an entity organized under the laws of the United Kingdom, (C) such successor has no Indebtedness or other liabilities and engages in no business activities and owns no material assets, in each case, other than as permitted under this Section 6.17 and (D) the Borrower Representative shall deliver a certificate of a Responsible Officer with respect to the satisfaction of the conditions under the immediately preceding clauses (A)-(C) hereof and there being no Default or Event of Default then in existence or as would result from therefrom; provided, further, that if the conditions set forth in the preceding proviso are satisfied, the successor to UK Holdings will succeed to, and be substituted for, UK Holdings under this Agreement.

Section 6.18 Chapter 11 and CCAA Claims. Other than as expressly set forth in the Orders and until payment in full of the Obligations under this Agreement (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted), except for and to the extent permitted under the Carve-Out, the Administration Charge and the Permitted Prior Liens, the Debtors shall not, directly or indirectly, incur, create, assume, suffer to exist or permit any administrative expense claim or Lien which is *pari passu* with or senior to the claims or Liens, as the case may be, of the Administrative Agent and the other Secured Parties against the Debtors hereunder or under the Orders, or apply to the Bankruptcy Court or the CCAA Court for authority to do so.

Section 6.19 Compliance with Budget.

(a) Except as otherwise provided herein or approved by the Required Lenders, directly or indirectly (i) use any cash or the proceeds of any Loans in a manner or for a purpose other than those consistent with this Agreement, the Orders and the Budget (and Permitted Variances related thereto), (ii) permit a disbursement causing any variance other than Permitted Variances without the prior written consent of the Required Lenders or (iii) make any payment (as adequate protection or otherwise), or application for authority to pay, on account of any claim or Indebtedness arising prior to the Petition Date other than payments authorized by the Bankruptcy Court and the CCAA Court.

(b) Prior to the occurrence of an Event of Default, the Debtors shall be permitted to pay compensation and reimbursement of fees and expenses solely to the extent that such fees and expenses are in accordance with the Budget (within Permitted Variances) and authorized to be paid under Sections 330 and 331 of the Bankruptcy Code pursuant to an order of the Bankruptcy Court, as the same may be due and payable. Upon receipt of the Carve-Out Trigger Notice, the right of the Debtors to pay professional fees outside the Carve-Out shall terminate, and the Debtors shall provide immediate notice to all professionals informing them that such notice was delivered and further advising them that the Debtors' ability to pay such professionals is subject to and limited by the Carve-Out.

Section 6.20 Use of Collateral. Use or permit the use of Collateral, proceeds of Loans, portion of the Carve-Out or any other amounts directly or indirectly by any of the Loan Parties, the Committee, if any, or any trustee or other estate representative appointed in the Cases (or any Successor Case) or any other Person (or to pay any professional fees, disbursements, costs or expenses incurred in connection therewith):

(a) to seek authorization to obtain Liens or security interests that are senior to, or on a parity with, the Liens granted under the Loan Documents or the DIP Superpriority Claims other than in connection with any replacement debtor-in-possession financing that will pay the Lenders in "full" in cash; or

(b) to investigate (including by way of examinations or discovery proceedings), prepare, assert, join, commence, support or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination or similar relief against, or adverse to the interests of, in any capacity, against Administrative Agent, the Lenders, the other Secured Parties or the Prepetition Parties, and each of their respective officers, directors, controlling persons, employees, agents, attorneys, affiliates, assigns, or successors of each of the foregoing, with respect to any transaction, occurrence, omission, action or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, (i) any Avoidance Actions; (ii) any so-called "lender liability" claims and causes of action; (iii) any action with respect to the validity,

enforceability, priority and extent of, or asserting any defense, counterclaim, or offset to, the Obligations, the DIP Superpriority Claims, the Liens granted under the Loan Documents, the Loan Documents, the DIP Notes Facility, the Existing Senior Secured Note Documents, the Existing Senior Secured Note Obligations, the Existing Senior Secured Note Liens, the Existing Credit Agreement, the Existing Obligations or the Existing Revolving Liens; (iv) any action seeking to invalidate, modify, reduce, expunge, disallow, set aside, avoid or subordinate, in whole or in part, the Obligations, the DIP Notes Claims or the Existing Senior Secured Note Obligations (including, for the avoidance of doubt, any prepayment premium provided in the Existing Senior Secured Note Documents); or (v) any action seeking to modify any of the rights, remedies, priorities, privileges, protections and benefits granted to either (A) the Administrative Agent or the Lenders hereunder or under any of the other Loan Documents, (B) the agent or the lenders under the DIP Notes Documents or (C) the Existing Senior Secured Note Collateral Agent, the Existing Senior Secured Noteholders, the Existing Agent, or the Existing Lenders (in each case, as applicable, including, without limitation, claims, proceedings or actions that might prevent, hinder or delay any of their respective assertions, enforcements, realizations or remedies on or against the Collateral in accordance with the applicable Loan Documents and the Orders). Notwithstanding anything to the contrary herein, the Committee may use up to Fifty Thousand Dollars (\$50,000) in the aggregate amount of the Carve-Out, any cash-collateral, or proceeds of the Loan to investigate the Prepetition Parties (the "Committee Investigation Budget"). Any and all claims incurred by the Committee in excess of the Committee Investigation Budget (the "Unbudgeted Investigation Claims") shall not constitute any allowed administrative expense claim (including, without limitation, Section 1129(a)(9)(A) of the Bankruptcy Code), and the Unbudgeted Investigation Claims shall not be satisfied by the Carve-Out, any cash collateral or proceeds of the Loan, and shall be satisfied solely from the unencumbered assets of the Loan Parties (if any) (the "Unencumbered Assets"), thereby reducing recoveries to the holders of unsecured claims (other than any deficiency claim held by the Prepetition Parties); provided, however, that to the extent there are no Unencumbered Assets available to satisfy the Unbudgeted Investigation Claims, then such claims shall be automatically disallowed without further action by any party or Court order and shall not receive a recovery in the Cases and any Successor Cases.

Section 6.21 Bankruptcy Related Negative Covenants. The Debtors will not consent to or permit to exist any of the following:

- (a) [reserved];
- (b) Any modification, stay, vacation or amendment to the Orders to which the Administrative Agent and the Required Lenders have not consented in writing;
- (c) A priority claim or administrative expense or unsecured claim against any Borrower (now existing or hereafter arising or any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in Sections 105, 326, 328, 330, 331, 364(c), 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 or 1114 of the Bankruptcy Code) equal or superior to the priority claim of the Administrative Agent and the Lenders in respect of the Obligations and the Existing Obligations, except with respect to Permitted Liens and the Carve-Out, statutory Liens and charges not capable of being subordinated by the entry of the Interim Order;
- (d) Any order which authorizes the return of any of the Loan Parties' property pursuant to Section 546(h) of the Bankruptcy Code;

(e) Any order which authorizes the payment of any Indebtedness (other than the Existing Credit Agreement, Indebtedness reflected in the approved Budget, and other Indebtedness approved by the Administrative Agent) incurred prior to the Petition Date or the grant of "adequate protection" (whether payment in cash or transfer of property) with respect to any such Indebtedness which is secured by a Lien (other than as expressly set forth in the Orders or the Budget, including the Interim DIP Note Roll-Up or the Final DIP Note Roll-Up (each as defined in the Orders)); or

(f) Any order seeking authority to take any action that is prohibited by the terms of this Agreement or the other Loan Documents or refrain from taking any action that is required to be taken by the terms of this Agreement or any of the other Loan Documents.

Section 6.22 Canadian Pension Plans. The Loan Parties shall not maintain, contribute to, assume an obligation to contribute to, or otherwise become liable for any obligation under any Canadian Defined Benefit Plan, without the prior written consent of the Administrative Agent.

Section 6.23 No Canadian Loans. Notwithstanding anything herein to the contrary, the Loan Parties acknowledge, covenant and agree that: (i) no Revolving Loans may be made to the Canadian Borrower, (ii) no Letters of Credit may be issued for the account of the Canadian Borrower, (iii) at no time may the Canadian Revolving Exposure be greater than \$0, and (iv) the Canadian Sublimit shall be \$0. For the avoidance of doubt, a breach of any of the foregoing covenants in this Section 6.23 shall constitute an immediate Event of Default pursuant to Section 7.01(c)(i) hereof.

Section 6.24 No New Letters of Credit. Notwithstanding anything herein to the contrary, the Loan Parties acknowledge, covenant and agree that from and after the Petition Date no Letters of Credit may be issued for the account of any Loan Party or any Subsidiary thereof; provided, that the Existing Letters of Credit shall be permitted to remain issued and outstanding in accordance with the terms of this Agreement. For the avoidance of doubt, a breach of any of the foregoing covenants in this Section 6.24 shall constitute an immediate Event of Default pursuant to Section 7.01(c)(i) hereof.

ARTICLE 7 EVENTS OF DEFAULT

Section 7.01 Events of Default. If any of the following events (each, an "**Event of Default**") shall occur:

(a) Failure To Make Payments When Due. Failure by the Borrowers to pay (i) when due any installment of principal of any Loan, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise; or (ii) any interest on any Loan or any fee or any other amount due hereunder within **five (5)** Business Days after the date due; or

(b) Default in Other Agreements. Except as a result of the commencement of the Cases or unless payment is stayed by the Bankruptcy Court or the CCAA Court: (i) Failure of any Loan Party or any of its Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of one or more items of Indebtedness (other than Indebtedness referred to in clause (a) above) with an aggregate outstanding principal amount exceeding the Threshold Amount, in each case beyond the grace period, if any, provided therefor; or (ii) breach or default by any Loan Party with respect to any other term of (A) one or more items of Indebtedness with an aggregate outstanding principal amount exceeding the Threshold Amount or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness, in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder or holders of that Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, that Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity

of any underlying obligation, as the case may be; provided that in the case of clause (ii), so long as the agent and/or noteholders thereunder have sent a notice that commences the running of any grace period or “use period” under the Intercreditor Agreement, a breach or default by any Loan Party with respect to the Existing Note Purchase Agreement will not constitute an Event of Default unless (A) such breach or default has continued for **sixty (60)** consecutive days, (B) such breach or default resulted from a payment default beyond any applicable grace period, or (C) the agent and/or lenders thereunder have demanded repayment of, or otherwise accelerated, any of the Indebtedness or other obligations thereunder (or terminated commitments thereunder); provided, further, that clause (ii) of this paragraph (b) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness if such sale or transfer is permitted hereunder; or

(c) Breach of Certain Covenants.

(i) Failure of any Borrower or any Loan Party, as required by the relevant provision, to perform or comply with any term or condition contained in Section 5.01(a) (with respect to the Fiscal Year ended December 31, 2017), Section 5.01(f)(i), Section 5.02 (as it applies to the preservation of the existence of any Borrower), Section 5.14, Section 5.15, Section 5.19, or Article 6; or

(ii) Failure of the Borrower representative to deliver a Borrowing Base Certificate required to be delivered pursuant to Section 5.01(m) within two (2) days of the date such Borrowing Base Certificate is required to be delivered; or

(iii) failure to maintain insurance pursuant to Section 5.05, and such default shall not have been remedied or waived within **five (5)** days; or

(d) Breach of Representations, Etc. Any representation, warranty or certification made or deemed made by any Loan Party in any Loan Document or in any certificate or document required to be delivered in connection herewith or therewith (including, for the avoidance of doubt, any Borrowing Base Certificate, any Perfection Certificate and any Perfection Certificate Supplement) shall be untrue in any material respect as of the date made or deemed made; or

(e) Other Defaults Under Loan Documents. Any Loan Party shall default in the performance of or compliance with any term contained herein or any of the other Loan Documents, other than any such term referred to in any other Section of this Article 7, and such default shall not have been remedied or waived within **thirty (30)** days after receipt by the Borrower Representative of written notice from the Administrative Agent of such default; or

(f) [Reserved]; or

(g) [Reserved]; or

(h) Judgments and Attachments. Any one or more final money judgments, writs or warrants of attachment or similar process involving in the aggregate at any time an amount in excess of the Threshold Amount (in either case to the extent not adequately covered by self-insurance (if applicable) or by insurance as to which a third party insurance company has been notified and not denied coverage) shall be entered or filed against Rockport Group or any of its Subsidiaries or any of their respective assets and shall remain undischarged, unvacated, unbonded or unstayed pending appeal for a period of **sixty (60)** days; provided, that, with respect to any Debtor, the foregoing shall only apply in respect of any post-petition liabilities; or

(i) [Reserved]; or

(j) Employee Benefit Plans. There shall occur one or more ERISA Events or Canadian Pension Events, which individually or in the aggregate results in liability of Rockport Group or any of its Subsidiaries in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect; or

(k) Change of Control. A Change of Control shall occur; or

(l) Guaranties, Collateral Documents and Other Loan Documents. At any time after the execution and delivery thereof, (i) any material Loan Guaranty for any reason, other than the occurrence of the Termination Date, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void or any Guarantor shall repudiate in writing its obligations thereunder (other than as a result of the discharge of such Guarantor in accordance with the terms thereof), (ii) this Agreement or any material Collateral Document ceases to be in full force and effect (other than by reason of a release of Collateral in accordance with the terms hereof or thereof or the occurrence of the Termination Date or any other termination of such Collateral Document in accordance with the terms thereof) or shall be declared null and void, (iii) the Administrative Agent shall not have or shall cease to have a valid and perfected Lien in a material portion of the Collateral purported to be covered by the Collateral Documents with the priority required by and subject to such limitations and restrictions as are set forth by the relevant Collateral Document (except to the extent (x) any such loss of perfection or priority results from the failure of the Administrative Agent or any Secured Party to take any action within its control (unless such failure results from the breach or non-compliance by any Loan Party with the terms of the Loan Documents), (y) such loss is covered by a lender's title insurance policy as to which the insurer has been notified of such loss and does not deny coverage and the Administrative Agent shall be reasonably satisfied with the credit of such insurer or (z) such loss of perfected security interest may be remedied by the filing of appropriate documentation without the loss of priority) and any such failure of such Lien to be valid and perfected shall have continued for a period of **ten (10)** consecutive days or (iv) any Loan Party shall contest the validity or enforceability of any material provision of any Loan Document in writing or deny in writing that it has any further liability (other than by reason of the occurrence of the Termination Date), including with respect to future advances by the Lenders, under any Loan Document to which it is a party; or

(m) Cases, Motions, Etc. Any of the following shall occur in any Case:

(i) the filing by any Debtor of a plan other than as approved by the Administrative Agent or the filing by any Debtor of any motion or pleading that is inconsistent with the prosecution of any such plan;

(ii) any of the Debtors shall file a pleading seeking to vacate or modify any of the Orders in a manner adverse to the Lenders and/or the Administrative Agent;

(iii) entry of an order without the prior consent of the Required Lenders amending, supplementing or otherwise modifying any Order in a manner adverse to the Lenders and/or the Administrative Agent;

(iv) reversal, vacation or stay of the effectiveness of any Order;

(v) any violation of the terms of any Order, or any subsequent order in any Case;

(vi) dismissal of the Case or conversion of the Case to a case under Chapter 7 of the Bankruptcy Code or under the *Bankruptcy and Insolvency Act* (Canada);

(vii) appointment of a Chapter 11 trustee or an examiner with expanded powers;

(viii) the filing by any Debtor of, or the consummation of any sale of all or substantially all assets of the Loan Parties pursuant to Section 363 of the Bankruptcy Code or Section 36 of the CCAA for an amount that does not allow for payment in full of all Obligations;

(ix) granting of relief from the automatic stay in the Case to permit foreclosure or enforcement on, or any right or remedy with respect to any material asset of any Debtor;

(x) the Debtors' filing of (or supporting another party in the filing of) a motion seeking entry of, or the entry of an order, granting any superpriority claim or Lien (except as contemplated herein) that is senior to or *pari passu* with the Lenders' claims under the Loan Documents and the transactions contemplated thereby to the extent that, upon approval of such motion and closing of the transactions contemplated thereby, the Obligations would not be paid in full;

(xi) payment of or granting adequate protection with respect to prepetition debt, other than as expressly set forth in the Orders or the Budget;

(xii) except as otherwise provided in the Orders, any of the Loan Parties seek or if there is entered, an order under Section 365 of the Bankruptcy Code or the CCAA rejecting a material lease (i) to which any Loan Party is a party, and (ii) that is part of (or whose premises contain any of) the Collateral; or

(xiii) any of the Liens or the DIP Superpriority Claims granted hereunder cease to be valid, perfected and enforceable in any respect; or

(n) Milestones. Failure of any Borrower or any Loan Party, as required by the relevant provision, to perform or comply with any term or condition of any Milestone, unless such Milestone is extended or waived, within two (2) Business Days following such failure, by the prior written consent of the Administrative Agent in its sole and exclusive discretion; or

(o) Budget. Any Variance shall occur, other than a Permitted Variance; or

(p) Subrogation. Any of the Loan Parties shall assert (other than for purposes of disclosure) any right of subrogation or contribution against any other Loan Party prior to the payment in full of the Obligations; or

(q) Restraintment. If a Loan Party or any of its Subsidiaries is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of the business affairs of the Loan Parties and their Subsidiaries, taken as a whole; or

(r) Challenge. Any Loan Party engages in or supports any challenge to the validity, perfection, priority, extent or enforceability of any of the Existing Credit Agreement or the Liens securing the Existing Credit Agreement, including without limitation seeking to equitably subordinate or avoid the Liens securing the Existing Obligations; or (B) any Loan Party engages

in or supports any investigation or asserts any claims or causes of action (or directly or indirectly support assertion of the same) against the Administrative Agent, the Lenders, the Existing Agent (or other agent thereunder) or the Existing Lenders; provided, however, that it shall not constitute an Event of Default if the Loan Parties provide information with respect to the Existing Credit Agreement to a party in interest, or are compelled to provide information by an order of the Bankruptcy Court or the CCAA Court so long as the Loan Parties provide prior written notice to the Administrative Agent and the Lenders of any intention or requirement to do so; or

(s) 506(a). From and after entry of the Final Order, any Person shall obtain a Section 506(a) judgment or similar determination with respect to the Existing Obligations that is unacceptable to the Existing Agent; or

(t) 506(c) and 552(b). From and after entry of the Final Order, entry of an order by the Bankruptcy Court authorizing or directing payment of any claim or claims under Section 506(c) or 552(b) of the Bankruptcy Code against or with respect to any of the Collateral; or

(u) with respect to any Loan Party or any Subsidiaries organized under the laws of the United Kingdom (or any respective political division thereof) (each an "Applicable Party" and, collectively, the "Applicable Parties");

(i) Any Applicable Party:

(A) is unable or admits inability to pay its debts as they fall due;

(B) is deemed to, or is declared to, be unable to pay its debts under applicable law;

(C) suspends or threatens to suspend making payments on any of its debts; or

(D) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Lender Party in its capacity as such) with a view to rescheduling any of its Indebtedness;

(ii) A moratorium is declared in respect of any Indebtedness of any Applicable Party. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium;

(iii) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Applicable Party;

(B) a composition, compromise, assignment or arrangement with any creditor of any Applicable Party;

(C) the appointment of a liquidator, receiver, examiner, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Applicable Party or any of its assets; or

(D) enforcement of any Lien over any assets of any Applicable Party, or any analogous procedure or step is taken in any jurisdiction,

provided that this subparagraph (iii) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 60 days of commencement.

then, and in every such event (other than an event with respect to any Borrower described in clause (f) or (g) of this Article), and at any time thereafter during the continuance of such event, and notwithstanding anything in Section 362 of the Bankruptcy Code or the CCAA, but subject to the Orders, as applicable to the Debtors, the Administrative Agent may, and at the request of the Required Lenders shall, take any of the following actions, at the same time or different times, in each case without further order of or application to the Bankruptcy Court or the CCAA Court: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers and (iii) require that the Borrowers deposit in the LC Collateral Account an additional amount in Cash as reasonably requested by the Issuing Bank, (not to exceed **102.0%** of the relevant face amount of Obligations denominated in Dollars and **105.0%** of the relevant face amount of Obligations denominated in Canadian Dollars) of the then outstanding LC Exposure; provided that upon the occurrence of an event with respect to any Borrower described in clause (f) or (g) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Borrower, and the obligation of the Borrowers to cash collateralize the outstanding Letters of Credit as aforesaid shall automatically become effective, in each case without further action of the Administrative Agent or any Lender. Upon the occurrence and the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC and PPSA.

Neither the Loan Parties, the Committee, nor any other party-in-interest shall have the right to contest the enforcement of remedies set forth in the Orders and the Loan Documents on any basis other than an assertion that an Event of Default has not occurred or has been cured within the cure periods expressly set forth in the applicable Loan Documents. The Loan Parties shall cooperate fully with the Administrative Agent and the Lenders in their exercise of rights and remedies, whether against the Collateral or otherwise. The Loan Parties hereby waive any right to seek relief under the Bankruptcy Code, including under Section 105 thereof, or the CCAA, to the extent such relief would restrict or impair the rights and remedies of the Administrative Agent and the Lenders set forth in the Orders and in the Loan Documents.

In case any one or more of the covenants and/or agreements set forth in this Agreement or any other Loan Document shall have been breached by any Loan Party, then the Administrative Agent or any Lender may proceed to protect and enforce the Lenders' rights either by suit in equity and/or by action at law, including an action for damages as a result of any such breach and/or an action for specific performance of any such covenant or agreement contained in this Agreement or such other Loan Document. Without limitation of the foregoing, the Borrowers agree that failure to comply with any of the covenants contained herein will cause irreparable harm and that specific performance shall be

available in the event of any breach thereof. The Administrative Agent and any Lender acting pursuant to this paragraph shall be indemnified by the Borrowers against all liability, loss or damage, together with all reasonable costs and expenses related thereto (including reasonable legal and accounting fees and expenses) in accordance with the terms hereof.

No remedy herein is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or any other provision of Law.

ARTICLE 8 THE ADMINISTRATIVE AGENT

Each of the Lenders and the Issuing Banks hereby irrevocably appoints Citizens Business Capital, a Division of Citizens Asset Finance, Inc., (or any successor appointed pursuant hereto) as its agent and authorizes the Administrative Agent to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Any Person serving as 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, unless the context otherwise requires or unless such Person is in fact not a Lender, include each Person serving as Administrative Agent or Issuing Bank hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Loan Parties or any subsidiary of a Loan Party or other Affiliate thereof as if it were not the Administrative Agent hereunder. The Lenders acknowledge that, pursuant to such activities, the Administrative Agent or its Affiliates may receive information regarding any Loan Party or any of its Affiliates (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall not be under any obligation to provide such information to them.

For greater certainty, and without limiting the powers of the Administrative Agent, for the purposes of holding any hypothec granted to the Attorney (as defined below) pursuant to the laws of the Province of Québec to secure the prompt payment and performance of any and all Secured Obligations by any Loan Party, each of the Lenders hereby irrevocably appoints and authorizes the Administrative Agent and, to the extent necessary, ratifies the appointment and authorization of the Administrative Agent, to act as the hypothecary representative (within the meaning of Article 2692 of the Civil Code of Québec) for all present and future Lenders and other creditors of the Secured Obligations (in such capacity, the "Attorney"), and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Attorney under any related deed of hypothec. The Attorney shall: (a) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Attorney pursuant to any such deed of hypothec and applicable law, and (b) benefit from and be subject to all provisions hereof with respect to the Administrative Agent *mutatis mutandis*, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Lenders and Loan Parties. Any Person who becomes a Lender shall, by its execution of an Assignment and Assumption, be deemed to have consented to and confirmed the Attorney as the person acting as hypothecary representative holding the aforesaid hypothecs as aforesaid and to have ratified, as of the date it becomes a Lender, all actions taken by the Attorney in such capacity. In the event of the resignation and appointment of a successor Administrative Agent, such successor Administrative Agent shall automatically (and without any further action) become the successor Attorney for the purposes of all deeds of hypothec.

The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or Event of Default has occurred and is continuing and without limiting the generality of the foregoing, the use of the term "agent" herein and in the other Loan Documents 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 and instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02); 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 laws, and (c) except as expressly set forth in the Loan Documents, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Subsidiaries that is communicated to or obtained by the Person serving as 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 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 Section 9.02) or in the absence of its own gross negligence or willful misconduct as determined by the final judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein. The Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default unless and until written notice thereof is given to the Administrative Agent by the Borrower Representative or any Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence, value or sufficiency of the Collateral, (vi) the satisfaction of any condition set forth in Article 4 or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or (vii) the properties, books or records of any Loan Party or any Affiliate thereof.

If any Lender acquires knowledge of a Default or Event of Default, it shall promptly notify the Administrative Agent and the other Lenders thereof in writing. Each Lender agrees that, except with the written consent of the Administrative Agent, it will not take any enforcement action hereunder or under any other Loan Document, accelerate the Obligations under any Loan Document, or exercise any right that it might otherwise have under applicable law or otherwise to credit bid at foreclosure sales, UCC sales, any sale under Section 363 of the Bankruptcy Code or other Debtor Relief Laws or other similar dispositions of Collateral. Notwithstanding the foregoing, however, a Lender may take action to preserve or enforce its rights against a Loan Party where a deadline or limitation period is applicable that would, absent such action, bar enforcement of the Obligations held by such Lender, including the filing of proofs of claim in a case under the Debtor Relief Laws.

Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, the Borrowers, the Administrative Agent and each Secured Party agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce the Loan

Guaranty, it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by the Administrative Agent, on behalf of the Secured Parties in accordance with the terms hereof and all powers, rights and remedies under the other Loan Documents may be exercised solely by the Administrative Agent, and (ii) in the event of a foreclosure by the Administrative Agent on any of the Collateral pursuant to a public or private sale or in the event of any other disposition (including pursuant to Section 363 of the Bankruptcy Code or other Debtor Relief Laws), (A) the Administrative Agent, as agent for and representative of the Secured Parties, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Administrative Agent at such sale or other disposition and (B) Administrative Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition.

No holder of Secured Hedging Obligations or Banking Services Obligations shall have any rights in connection with the management or release of any Collateral or of the obligations of any Loan Guarantor under this Agreement.

Each of the Lenders hereby irrevocably authorizes (and by entering into a Hedge Agreement with respect to Secured Hedging Obligations and/or by entering into documentation in connection with Banking Services Obligations, each of the other Secured Parties hereby authorizes and shall be deemed to authorize) the Administrative Agent, on behalf of all Secured Parties to take any of the following actions upon the instruction of the Required Lenders:

(a) consent to the sale or other disposition of all or any portion of the Collateral free and clear of the Liens securing the Secured Obligations in connection with any such sale or other transfer pursuant to the applicable provisions of Debtor Relief Laws, including Section 363 of the Bankruptcy Code;

(b) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral, (in each case, either directly or through one or more acquisition vehicles) in connection with any sale or other disposition of all or any portion of the Collateral pursuant to the applicable provisions of the PPSA and UCC, including pursuant to Sections 9-610 and 9-620 of the UCC;

(c) credit bid all or any portion of the Secured Obligations, or purchase all or any portion of the Collateral, (in each case, either directly or through one or more acquisition vehicles) in connection with any sale, foreclosure or other disposition conducted in accordance with applicable law following the occurrence of an Event of Default, including by power of sale, judicial action or otherwise; and/or

(d) estimate the amount of any contingent or unliquidated Secured Obligations of such Lender or other Secured Party;

it being understood that no Lender shall be required to fund any amounts in connection with any purchase of all or any portion of the Collateral by the Administrative Agent pursuant to the foregoing clause (b), (c) or (d) without its prior written consent.

Each Lender and other Secured Party agrees that the Administrative Agent is under no obligation to credit bid any part of the Secured Obligations or to purchase or retain or acquire any portion of the Collateral; provided that, in connection with any credit bid or purchase under clause (b), (c) or (d) of the preceding paragraph, the Secured Obligations owed to all of the Secured Parties (other than with respect

to contingent or unliquidated liabilities as set forth in the next succeeding paragraph) shall be entitled to be, and shall be, credit bid by the Administrative Agent on a ratable basis.

With respect to each contingent or unliquidated claim that is a Secured Obligation, the Administrative Agent is hereby authorized, but is not required, to estimate the amount of any such claim for purposes of the credit bid or purchase so long as the fixing or liquidation of such claim would not unduly delay the ability of the Administrative Agent to credit bid the Secured Obligations or purchase the Collateral at such sale or other disposition. In the event that the Administrative Agent, in its sole and absolute discretion, elects not to estimate any such contingent or unliquidated claim or any such claim cannot be estimated without unduly delaying the ability of the Administrative Agent to credit bid or purchase in accordance with the second preceding paragraph, then those of the contingent or unliquidated claims not so estimated shall be disregarded, shall not be credit bid, and shall not be entitled to any interest in the portion or the entirety of the Collateral purchased by means of such credit bid.

Each Secured Party whose Secured Obligations are credit bid under clause (b), (c) or (d) of the third preceding paragraph shall be entitled to receive interests in the Collateral or other asset or assets acquired in connection with such credit bid (or in the Capital Stock of the acquisition vehicle or vehicles that are used to consummate such acquisition) on a ratable basis in accordance with the percentage obtained by dividing (x) the amount of the Secured Obligations of such Secured Party that were credit bid in such credit bid, sale or other disposition, by (y) the aggregate amount of all Secured Obligations that were credit bid in such credit bid, sale or other disposition.

In addition, in case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, each Secured Party agrees that the Administrative Agent (irrespective of whether the principal of any Loan or LC Exposure 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, LC Exposure 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 Issuing Banks and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Issuing Banks and the Administrative Agent and their respective agents and counsel and all other amounts to the extent due to the Lenders, the Issuing Banks and the Administrative Agent under Sections 2.12 and 9.03) allowed in such judicial proceeding;

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(c) any custodian, receiver, receiver and manager, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and Issuing Bank 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 Issuing Banks, 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 amount to the extent due to the Administrative Agent under Sections 2.12 and 9.03.

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 Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or any

Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or any Issuing Bank in any such proceeding.

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 of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the applicable Issuing Bank, the Administrative Agent may presume that such condition is satisfactory to such Lender or such Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or such Issuing Bank 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 Borrowers), 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.

The Administrative Agent may perform any and all its duties and exercise its rights and powers 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 its duties and exercise its rights and powers 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 the Administrative Agent.

The Administrative Agent may resign at any time by giving **ten (10)** days prior written notice to the Lenders, the Issuing Banks and the Borrower Representative. If the Administrative Agent is a Defaulting Lender or an Affiliate of a Defaulting Lender, either the Required Lenders or the Borrower Representative may, upon **ten (10)** days' notice, remove the Administrative Agent. Upon receipt of any such notice of resignation or delivery of such removal notice, the Required Lenders shall have the right, with the consent of the Borrower Representative (not to be unreasonably withheld or delayed if such proposed successor Administrative Agent is a commercial bank with an office in the United States having combined capital and surplus in excess of **\$5,000,000,000**, and otherwise which may be withheld in the Borrower Representative's sole discretion), to appoint a successor Administrative Agent; provided that during the existence and continuation of an Event of Default, no consent of the Borrower Representative shall be required. If no successor shall have been so appointed as provided above and shall have accepted such appointment within **thirty (30)** days after the retiring Administrative Agent gives notice of its resignation, then (a) in the case of a retirement, the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent meeting the qualifications set forth above or (b) in the case of a removal, the Borrower Representative may, after consulting with the Required Lenders, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that (x) in the case of a retirement, if such Administrative Agent shall notify the Borrower Representative and the Lenders that no qualifying Person has accepted such appointment or (y) in the case of a removal, the Borrower Representative notifies the Required Lenders that no qualifying Person has accepted such appointment, then, in each case, such resignation or removal shall nonetheless become effective in accordance with such notice and (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) 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 Issuing Bank directly (and each Lender and each Issuing Bank will cooperate with the Borrower Representative to

enable the Borrower Representative to take such actions), until such time as the Required Lenders or the Borrower Representative, as applicable, appoint a successor Administrative Agent, as provided for above in this Article 8. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent (other than any rights to indemnity payments owed to the retiring Administrative Agent), and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower Representative and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article 8 and Section 9.03 shall continue in effect for the benefit of such retiring Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent.

Each Lender and each Issuing Bank acknowledges that it has, independently and without reliance upon either Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon either Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent herein, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of the Administrative Agent or any of its Related Parties.

Each Lender hereby agrees that (a) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (b) the Administrative Agent (i) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (ii) shall not be liable for any information contained in any Report; (c) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (d) it will keep all Reports confidential and strictly for its internal use, not share the Report with any Loan Party or any other Person except as otherwise permitted pursuant to this Agreement; and (e) without limiting the generality of any other indemnification provision contained in this Agreement, it will pay and protect, and indemnify, defend, and hold the Administrative Agent and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorneys' fees) incurred by either Administrative Agent or such other Person as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Anything herein to the contrary notwithstanding, the Arranger and the bookrunner shall not have any right, power, obligation, liability, responsibility or duty under this Agreement, except in their respective capacities, as applicable, as the Administrative Agent, an Issuing Bank or a Lender hereunder.

Each of the Lenders and the Issuing Banks irrevocably authorize and instruct the Administrative Agent to, and the Administrative Agent (as applicable) shall,

(a) release any Lien on any property granted to or held by Administrative Agent under any Loan Document (i) upon the occurrence of the Termination Date, (ii) that is sold or to be sold or transferred as part of or in connection with any sale or other transfer permitted under the Loan Documents to a Person that is not a Loan Party, (iii) that does not constitute (or ceases to constitute) Collateral, (iv) if the property subject to such Lien is owned by a Subsidiary Guarantor, upon the release of such Subsidiary Guarantor from its Loan Guaranty otherwise in accordance with the Loan Documents or (v) if approved, authorized or ratified in writing by the Required Lenders in accordance with Section 9.02;

(b) release any Subsidiary Guarantor from its obligations under the Loan Guaranty if such Person ceases to be a Subsidiary (or becomes an Excluded Subsidiary) as a result of a single transaction or related series of transactions permitted hereunder (this clause (b), together with clause (a) above, collectively, the “**Release Provisions**”);

(c) subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted hereunder; and

(d) enter into subordination, intercreditor and/or similar agreements with respect to Indebtedness that is (i) required or permitted to be subordinated hereunder and/or (ii) secured by Liens, and which Indebtedness contemplates an intercreditor, subordination or collateral trust agreement under Section 6.02(l), Section 6.02(n), Section 6.02(o), Section 6.02(t) and, solely to the extent such Liens do not secure any Indebtedness for borrowed money (other than Indebtedness under the Senior Notes, so long as such Indebtedness remains subject to the Intercreditor Agreement), Section 6.02(u).

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 Loan Guarantor from its obligations under the Loan Guaranty pursuant to this Article 8 and Section 10.13 hereunder. In each case as specified in this Article 8, each Agent will (and each Lender hereby authorizes the Administrative Agent to), at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Collateral Documents or to subordinate its interest in such item, or to release such Loan Guarantor from its obligations under the Loan Guaranty, in each case in accordance with the terms of the Loan Documents and this Article 8.

The Administrative Agent is authorized to enter into the Intercreditor Agreement (including as provided in Section 9.20) and any other intercreditor agreement contemplated hereby with respect to Indebtedness that is (i) required or permitted to be subordinated hereunder and/or (ii) secured by Liens and which Indebtedness contemplates an intercreditor, subordination or collateral trust agreement (any such other intercreditor agreement, an “**Additional Agreement**”), and the parties hereto acknowledge that the Intercreditor Agreement and any Additional Agreement is binding upon them. Each Lender (a) hereby consents to the subordination of the Liens on the Collateral other than the Revolving Collateral securing the Secured Obligations on the terms set forth in the Intercreditor Agreement, (b) hereby agrees that it will be bound by and will take no actions contrary to the provisions of the Intercreditor Agreement or any Additional Agreement and (c) hereby authorizes and instructs the Administrative Agent to enter into the Intercreditor Agreement or any Additional Agreement and to subject the Liens on the Collateral securing the Secured Obligations to the provisions thereof. The foregoing provisions are intended as an inducement to the Secured Parties to extend credit to the Borrowers and such Secured Parties are intended third-party beneficiaries of such provisions and the provisions of the Intercreditor Agreement and/or any Additional Agreement.

To the extent the Administrative Agent or any Issuing Bank (or any of their respective affiliates) is not reimbursed and indemnified by the Borrowers, the Lenders will reimburse and indemnify the Administrative Agent and such Issuing Bank (and any of their respective affiliates) in proportion to their respective Applicable Percentage (determined as if there were no Defaulting Lenders) for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by the Administrative Agent or such Issuing Bank (or any of their respective affiliates) in performing its duties hereunder or under any other Loan Document or in any way relating to or arising out of this Agreement or any other Loan Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's or such Issuing Bank's (or such respective affiliate's) gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

ARTICLE 9 MISCELLANEOUS

Section 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or email, as follows:

(i) if to any Loan Party, to the Borrower Representative at:

The Rockport Group, LLC
1220 Washington Street
Newton, Massachusetts 02465
Attn: Karla L. Jarvis
Tel.: (617) 213-6100
Email: Karla.Jarvis@rockport.com

with copies to:

Richards, Layton & Finger P.A.
920 N. King Street
Wilmington, Delaware 19801
Attn: Mark D. Collins
Tel.: (302) 651-7700
Email: Collins@rlf.com

(ii) if to the Administrative Agent, at:

Citizens Business Capital
28 State Street
Boston, Massachusetts 02109
Attn: Jessica Benevides-Caron
Tel.: (617) 725-5590
Fax: (617) 227-7995
Email: Jessica.BenevidesCaron@citizensbank.com

with a copy to:

Rierner & Braunstein LLP
Times Square Tower, Suite 2506
Seven Times Square
New York, NY 10017
Attn: Lon M. Singer, Esq.
Tel.: (212) 789-3110
Fax: (212) 719-0140
Email: LSinger@riernerlaw.com

(iii) if to any other Lender, to it at its address or facsimile number set forth in its Administrative Questionnaire.

All such notices and other communications (A) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof or **three (3) Business Days** after dispatch if sent by certified or registered mail, in each case, delivered, sent or mailed (properly addressed) to such party as provided in this Section 9.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.01 or (B) sent by facsimile shall be deemed to have been given when sent and when receipt has been confirmed by telephone; provided that received notices and other communications sent by telecopier 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) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including e-mail and Internet or Intranet websites) pursuant to procedures set forth herein or otherwise approved by the Administrative Agent. The Administrative Agent or the Borrower Representative (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures set forth herein or otherwise approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or Intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or

discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Issuing Banks and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, to the extent permitted by law, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, any Lender or Issuing Bank may have had notice or knowledge of such Default or Event of Default at the time.

(b) Subject to clauses (A) and (B) below, neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified, except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower Representative and the Required Lenders (or the Administrative Agent with the consent of the Required Lenders) or (ii) in the case of any other Loan Document (other than any such amendment to effectuate any modification thereto expressly contemplated by the terms of such other Loan Documents), pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that, notwithstanding the foregoing:

(A) solely with the consent of each Lender directly and adversely affected thereby (but without the necessity of obtaining the consent of the Required Lenders), any such agreement may;

(1) increase the Commitment of such Lender; it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment, mandatory reduction of the Commitments, any modification, waiver or amendment to the financial definitions or financial ratios shall constitute an increase of any Commitment of such Lender;

(2) reduce or forgive the principal amount of any Loan;

(3) extend the scheduled final maturity of any Loan, extend the stated expiration date of any Letter of Credit beyond the date specified in Section 2.06(c) or postpone the date of any scheduled payment of interest or fees payable hereunder;

(4) reduce the rate of interest (other than to waive any obligations of applicable Borrower to pay interest at the default rate of interest under Section 2.13(e)) or the amount of any fees owed to such Lender (it being understood that any change in the definition of "Average Historical Excess Availability" used in the calculations of such interest or fees (or the component definitions) shall not constitute a reduction in any rate of interest or fees);

(5) extend the expiry date of such Lender's Commitment; it being understood that no amendment, modification or waiver of, or consent to departure from, any condition precedent, representation, warranty, covenant, Default, Event of Default, mandatory prepayment or mandatory reduction of the Commitments, any

modification, waiver or amendment to the financial definitions or financial ratios shall constitute an extension of any Commitment of such Lender; or

(6) amend or modify the provisions of Sections 2.11(c), 2.18(a) (with respect to *pro rata* allocation among Lenders), 2.18(b) and 2.18(c) of this Agreement in a manner that would by its terms alter the order of payments or the *pro rata* sharing of payments required thereby (except as otherwise provided in this Section 9.02); and

(B) no such agreement shall:

(1) change any of the provisions of this Section or the definitions of "Required Lenders" to reduce any of the voting percentages required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the consent of each Lender;

(2) release all or substantially all of the Collateral (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Article 8 or Section 10.13 hereof), without the prior written consent of each Lender; or

(3) release all or substantially all of the value of the Loan Guaranty (except as otherwise permitted herein or in the other Loan Documents, including pursuant to Section 10.13 hereof), without the prior written consent of each Lender;

(4) enter into an amendment or waiver the effect of which would be to increase the percentages set forth in the definitions of "Credit Card Receivables Component," "Trade Accounts Receivable Component" and/or "Inventory Component" without the consent of the Required Lenders; or

(5) change the definition of the term "Borrowing Base" or any component definition of any of the foregoing (including the definitions of "Eligible Trade Accounts Receivable," "Eligible Credit Card Receivables" or "Eligible Inventory"), the effect of which would be to increase amounts available to be borrowed, without the consent of the Required Lenders;

provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or any Issuing Bank hereunder without the prior written consent of the Administrative Agent or such Issuing Bank, as the case may be. The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.04. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Commitment of such Lender may not be increased without the consent of such Lender (it being understood that any Commitment or Loan held or deemed held by any Defaulting Lender shall be excluded from a vote of the Lenders hereunder requiring any consent of the Lenders, except as provided in Section 2.22(b)).

(c) Notwithstanding anything to the contrary contained in this Section 9.02 or any other provision of this Agreement or any other Loan Document, (i) guarantees, collateral security agreements, pledge agreements and related documents (if any) executed by the Loan Parties in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be amended, supplemented and/or waived with the consent of the Administrative Agent at the request of the

Borrower Representative without the input or need to obtain the consent of any other Lenders to (x) comply with local law or advice of local counsel or (y) to cause such guarantees, collateral security agreements, pledge agreement or other document to be consistent with this Agreement and the other Loan Documents, (ii) the Borrower Representative and the Administrative Agent may, without the input or consent of any other Lender, effect amendments to this Agreement and the other Loan Documents as may be necessary in the reasonable opinion of the Borrower Representative and the Administrative Agent to effect the provisions of Section 2.22 or 9.02(c) (or any other provision specifying that any waiver, amendment or modification may be made with the consent or approval of the Administrative Agent), (iii) if the Administrative Agent and the Borrower Representative have jointly identified any ambiguity, mistake, defect, inconsistency, obvious error or any error or omission of a technical nature or any necessary or desirable technical change, in each case, in any provision of the Loan Documents, then the Administrative Agent and the Borrower Representative shall be permitted to amend such provision solely to address such matter as reasonably determined by them acting jointly if not objected to in writing by the Required Lenders to the Administrative Agent within **five (5)** Business Days following receipt of notice thereof and (iv) the Administrative Agent and the Borrower Representative may amend, restate, amend and restate or otherwise modify the Intercreditor Agreement in the manner set forth therein.

Section 9.03 Expenses; Indemnity; Damage Waiver.

(a) The Borrowers shall pay (i) all reasonable and documented out-of-pocket expenses incurred by each Arranger, the Administrative Agent and their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such persons taken as a whole and, if necessary, of one local counsel in any relevant material jurisdiction to such Persons, taken as a whole) in connection with the syndication and distribution (including via the Internet or through a service such as Intralinks) of the Credit Facility, the preparation, execution, delivery and administration of the Loan Documents and related documentation, including in connection with any amendments, modifications or waivers of the provisions of any Loan Documents (whether or not the transactions contemplated thereby shall be consummated, but only to the extent such amendments, modifications or waivers were requested by the Borrower Representative to be prepared) and (ii) all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent, the Arranger, the Issuing Banks or the Lenders and each of their respective Affiliates (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one firm of outside counsel to all such persons taken as a whole and, if necessary, of one local counsel in any relevant material jurisdiction to such persons, taken as a whole) in connection with the enforcement, collection or protection of each of their rights in connection with the Loan Documents, including each of their rights under this Section, or in connection with the Loans made and/or Letters of Credit issued hereunder. Expenses reimbursable by the Borrowers under this Section include, subject to any other applicable provision of any Loan Document, reasonable and documented out-of-pocket costs and expenses incurred by or on behalf of the Administrative Agent in connection with: (A) appraisals and field examinations and the preparation of Reports based thereon, (B) the fees charged by a third party retained by the Administrative Agent or (notwithstanding any reference to "out-of-pocket" above in this Section 9.03) the internally allocated fees for each Person employed by the Administrative Agent with respect to each field examination, (C) lien and title searches and title insurance, (D) taxes, fees and other charges for recording the Mortgages, filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens and (E) forwarding loan proceeds and costs and expenses of preserving and protecting the Collateral. Other than to the extent required to be paid on the DIP Closing Date, all amounts due under this paragraph (a) shall be payable by the Borrowers within **thirty (30)** days of receipt of an invoice relating thereto, setting forth such expenses in reasonable detail and together with backup documentation supporting such reimbursement requests.

(b) The Borrowers shall, jointly and severally, indemnify each Arranger, the Administrative Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all Indemnities taken as a whole and, solely in the case of a conflict of interest, one additional counsel to all affected Indemnities, taken as a whole, and, if reasonably necessary, one local counsel in any relevant material jurisdiction to all Indemnities, taken as a whole and, solely in the case of an actual or potential conflict of interest, one additional local counsel to all affected Indemnities, taken as a whole), incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby (except for any Taxes, other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim), (ii) the use of the proceeds of the Loans or any Letter of Credit or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto (and regardless of whether such matter is initiated by a third party or by any Borrower, any other Loan Party or any of their respective Affiliates); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (i) 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 Indemnitee or of any affiliate of such Indemnitee or, to the extent such judgment finds such losses, claims, damages, liabilities or related expenses to have resulted from such Indemnitee’s material breach of the Loan Documents, (ii) arise out of any claim, litigation, investigation or proceeding brought by such Indemnitee (or its Related Parties) against another Indemnitee (or its Related Parties) (other than any claim, litigation, investigation or proceeding brought by or against the Administrative Agent or any Arranger, acting in its capacity as the Administrative Agent or as an Arranger) that does not involve any act or omission of the Sponsor, Holdings, Rockport Group or any of its Subsidiaries or (iii) arise out of any settlement entered into by such Indemnitee without the Borrower Representative’s prior written consent, such consent not to be unreasonably withheld or delayed; provided, however, that the foregoing indemnity will apply to any such settlement referred to in clause (b) above in the event that the Borrower Representative was offered the ability to assume the defense of the action that was the subject matter of such settlement and elected not to assume such defense. Each Indemnitee shall be obligated to refund or return any and all amounts paid by the Borrowers pursuant to this Section 9.03(b) to such Indemnitee for any fees, expenses, or damages to the extent such Indemnitee is not entitled to payment of such amounts in accordance with the terms hereof. All amounts due under this paragraph (b) shall be payable by the Borrowers within **thirty (30)** days (x) after written demand thereof, in the case of any indemnification obligations and (y) in the case of reimbursement of costs and expenses, after receipt of an invoice relating thereto, setting forth such expenses in reasonable detail and together with backup documentation supporting such reimbursement requests.

Section 9.04 Waiver of Claim. To the extent permitted by applicable law, no party to this Agreement shall assert, and each hereby waives, any claim against any other party hereto or any Related Party thereof, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof, except, in the case of a claim by any Indemnitee against any of the Borrowers, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 9.03.

Section 9.05 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, *except* that (i) except as provided under Section 6.08, the Borrowers may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section (any attempted assignment or transfer not complying with the terms of this Section 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 paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Arranger, the Administrative Agent, the Issuing Banks and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement. Notwithstanding anything herein to the contrary, no Lender may assign any of its Commitments unless, substantially contemporaneously with such assignment, the Assignee agrees in writing that it is also assuming, subject to the Canadian Sublimit, all or such portion of such Lender's obligations with respect to the Canadian Borrower.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at any time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrowers (such consent not to be unreasonably withheld or delayed); provided that the Borrowers shall have been deemed to have consented to any such assignment unless it shall have objected thereto by written notice to the Administrative Agent within **three (3)** Business Days after the Borrower Representative receiving written notice thereof; provided, further, that no consent of the Borrowers shall be required for an assignment to another Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default of the type described in Section 7.01(a) or Section 7.01(k) has occurred and is continuing, any other Eligible Assignee; and

(B) the Administrative Agent; and

(C) each Issuing Bank.

(ii) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to another Lender, an Affiliate of a Lender or an Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Commitments or Loans of any Class, the amount of the Commitment or the principal amount of 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 and determined on an aggregate basis in the event of concurrent assignments to Related Funds or by Related Funds (as defined below)) shall not be less than **\$5,000,000** unless each of the Borrower Representative and the Administrative Agent otherwise consent;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement (including such Lender's obligations to fund Canadian Borrowings under the Canadian Sublimit;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption via an electronic settlement system acceptable to the Administrative Agent (or, if previously agreed with the Administrative Agent, manually), and shall pay to the Administrative Agent a processing and recordation fee of **\$3,500** (which fee may be waived or reduced in the sole discretion of the Administrative Agent); and

(D) the Eligible Assignee, if it shall not be a Lender, shall deliver on or prior to the effective date of such assignment, to the Administrative Agent (1) an Administrative Questionnaire and (2) any documentation required under Section 2.17.

The term "**Related Funds**" shall mean with respect to any Lender that is an Approved Fund, any other Approved Fund that is managed by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 with respect to facts and circumstances occurring on or prior to the effective date of such assignment and subject to its obligations thereunder and under Section 9.13). If any such assignment by a Lender holding a Promissory Note hereunder occurs after the issuance of any Promissory Note hereunder to such Lender, the assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender such Promissory Note to the Administrative Agent for cancellation, and thereupon the Borrowers shall issue and deliver a new Promissory Note, if so requested by the assignee and/or assigning Lender, to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new Commitments and/or outstanding Loans of the assignee and/or the assigning Lender.

(iv) The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its U.S. offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders and their respective successors and assigns, and the Commitment of, and principal amounts of and interest on the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). Failure to make any such recordation, or any error in such recordation, shall not affect the Borrowers' obligations in respect of such Loans and LC Disbursements. The entries in the Register shall be conclusive, absent manifest error, and the Borrowers, the Administrative Agent, the Issuing Banks and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower Representative, the Issuing Banks and any Lender (but only as to its own holdings), at any reasonable time and from time to time upon reasonable prior notice. This paragraph (iv) shall be construed so that such obligations are at all times maintained

in “registered from” within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and any related regulations (and any other relevant or successor provisions of the Code or such regulations).

(v) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an Eligible Assignee, the Eligible Assignee’s completed Administrative Questionnaire and tax forms and other documentation required by Section 9.05(b)(ii)(D)(2) (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section 9.05, if applicable, and any written consent to such assignment required by paragraph (b) of this Section 9.05, the Administrative Agent shall promptly accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(vi) By executing and delivering an Assignment and Assumption, the assigning Lender thereunder and the Eligible Assignee thereunder shall be deemed to confirm and agree with each other and the other parties hereto as follows: (A) such assigning Lender warrants that it is the legal and beneficial owner of the interest being assigned thereby free and clear of any adverse claim and that its Commitments, and the outstanding balances of its Revolving Loans, in each case without giving effect to assignments thereof which have not become effective, are as set forth in such Assignment and Assumption; (B) except as set forth in clause (A) above, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto, or the financial condition of Rockport Group or any Subsidiary or the performance or observance by Rockport Group or any Subsidiary of any of its obligations under this Agreement, any other Loan Document or any other instrument or document furnished pursuant hereto; (C) such assignee represents and warrants that it is an Eligible Assignee, legally authorized to enter into such Assignment and Assumption; (D) such assignee confirms that it has received a copy of this Agreement and the Intercreditor Agreement, together with copies of the most recent financial statements referred to in Section 3.04(a) or delivered pursuant to Section 5.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption; (E) such assignee will independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (F) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent, by the terms hereof, together with such powers as are reasonably incidental thereto; and (G) such assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(c) (i) Any Lender may, without the consent of the Borrower Representative, the Administrative Agent, the Issuing Banks, or any other Lender, sell participations to one or more banks or other entities (other than to any natural Person or the Investors, Holdings, Rockport Group and its Subsidiaries or any of their respective Affiliates) (a “**Participant**”) in all or a portion of such Lender’s rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (A) such Lender’s obligations under this Agreement shall remain unchanged, (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower Representative, the Administrative Agent, the Issuing Banks and the

other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in (x) clause (A) to the first proviso to Section 9.02(b) that directly and adversely affects the Loans or Commitments in which such Participant has an interest and (y) clause (B) to the first proviso to Section 9.02(b). Subject to paragraph (c)(ii) of this Section, each Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.09 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.18(c) as though it were a Lender.

(ii) A Participant shall not be entitled to receive any greater payment under Section 2.15, 2.16 or 2.17 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 or unless the sale of the participation to such Participant is made with the Borrower Representative's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.17 unless the Borrower Representative is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers, to comply with Section 2.17(f) as though it were a Lender.

Each Lender that sells a participation shall, acting for this purpose as a non-fiduciary agent of the Borrowers, maintain at one of its offices a copy of a register for the recordation of the names and addresses of each Participant and their respective successors and assigns, and principal amounts of and interest on the Loans (the "**Participant Register**"). The entries in the Participant Register shall be conclusive, absent manifest error, and such Lender may treat each Person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding 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.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to any natural person) to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank having jurisdiction over such Lender, and this Section 9.05 shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (an "**SPC**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower Representative, the option to provide to the Borrowers all or any part of any Loan that such Granting Lender would otherwise be obligated to make to the Borrowers pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan

were made by such Granting Lender. Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrowers under this Agreement (including its obligations under Section 2.15, 2.16 or 2.17) and no SPC shall be entitled to any greater amount under Section 2.13, 2.14 or 2.15 or any other provision of this Agreement or any other Loan Document that the Granting Lender would have been entitled to receive, (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender) and (iii) the Granting Lender shall for all purposes including approval of any amendment, waiver or other modification of any provision of the Loan Documents, remain the Lender of record hereunder. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States, any State thereof or Canada; provided that (i) in the case of the Borrowers, such SPC's Granting Lender is in compliance in all material respects with its obligations to the Borrowers hereunder and (ii) each Lender designating any SPC hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such SPC during such period of forbearance. In addition, notwithstanding anything to the contrary contained in this Section 9.05, any SPC may (i) with notice to, but without the prior written consent of, the Borrower Representative or the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC.

(f) Any assignment or participation by a Lender without the Borrower Representative's consent, to the extent the Borrower Representative's consent is required under this Section 9.05, to any other Person, shall be void *ab initio*, and the Borrowers shall be entitled to seek specific performance to unwind any such assignment or participation in addition to any other remedies available to the Borrowers at law or in equity.

Section 9.06 Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuances of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect until the Termination Date. The provisions of Sections 2.15, 2.16, 2.17, 9.03 and 9.13 and Article 8 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments, the occurrence of the Termination Date or the termination of this Agreement or any provision hereof but in each case, subject to the limitations set forth in this Agreement.

Section 9.07 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the Fee Letter and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become

effective when it shall have been executed by Holdings, the Borrowers, the Subsidiaries of Rockport Group party hereto and the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.08 Severability. To the extent permitted by law, any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.09 Right of Setoff. If an Event of Default shall have occurred and be continuing, upon the written consent of the Administrative Agent, each Issuing Bank, each Lender and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by the Administrative Agent, such Issuing Bank or such Lender or Affiliate (including by branches and agencies of the Administrative Agent, such Issuing Bank or such Lender, wherever located) to or for the credit or the account of any Borrower or any Loan Guarantor against any of and all the Secured Obligations held by the Administrative Agent, such Issuing Bank or such Lender or Affiliate, irrespective of whether or not the Administrative Agent, such Issuing Bank or such Lender or Affiliate shall have made any demand under the Loan Documents and although such obligations may be unmatured. Any applicable Lender or Affiliate shall promptly notify the Borrower Representative and the Administrative Agent (and the Administrative Agent shall promptly notify the Borrower Representative) of such set-off or application; provided that any failure to give or any delay in giving such notice shall not affect the validity of any such set-off or application under this Section. The rights of each Lender, Administrative Agent and Affiliate under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender, Administrative Agent or Affiliate may have.

Section 9.10 Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN OTHER LOAN DOCUMENTS) AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN AS EXPRESSLY SET FORTH IN THE OTHER LOAN DOCUMENTS), WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK AND THE BANKRUPTCY CODE.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK (OR ANY APPELLATE COURT THEREFROM) OVER ANY SUIT, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL (EXCEPT AS PERMITTED BELOW) BE HEARD

AND DETERMINED IN SUCH NEW YORK STATE OR, TO THE EXTENT PERMITTED BY LAW, FEDERAL COURT; PROVIDED THAT WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE MASTER PURCHASE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED THEREBY AND WHICH DO NOT INVOLVE ANY CLAIMS AGAINST THE ARRANGER OR THE LENDERS, THIS SENTENCE SHALL NOT OVERRIDE ANY JURISDICTION PROVISION IN THE MASTER PURCHASE AGREEMENT. THE PARTIES HERETO AGREE THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY REGISTERED MAIL ADDRESSED TO SUCH PERSON SHALL BE EFFECTIVE SERVICE OF PROCESS AGAINST SUCH PERSON FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES 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 HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. EACH PARTY HERETO AGREES THAT THE ADMINISTRATIVE AGENT AND THE LENDERS RETAIN THE RIGHT TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION SOLELY IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY COLLATERAL DOCUMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, TO THE EXTENT APPLICABLE TO THE DEBTORS, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION OR DISPUTE INVOLVING, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, EXCEPT FOR MATTERS EXCLUSIVELY RELATING TO THE CANADIAN CASE, FOR WHICH THE CCAA COURT SHALL HAVE EXCLUSIVE JURISDICTION.

(c) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION, SUIT OR PROCEEDING IN ANY SUCH COURT.

(d) TO THE EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY LOAN DOCUMENT THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 9.11 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 SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 9.12 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.13 Confidentiality. The Administrative Agent, each Lender, each Issuing Bank and each Arranger agrees (and each Lender agrees to cause its SPC, if any) to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its and its Affiliates' directors (or equivalent managers), officers, employees, independent auditors, or other agents, experts and advisors, including accountants, legal counsel and other advisors (collectively, the "**Representatives**") on a "need to know" basis solely in connection with the transactions completed hereby and who are informed of the confidential nature of such Confidential Information and are or have been advised of their obligation to keep such Confidential Information of this type confidential; provided that such Person shall be responsible for its Affiliates' and their Representatives' compliance with this paragraph, (b) upon the demand or request of any regulatory (including any self-regulatory body, such as the National Association of Insurance Commissioners), governmental or administrative authority purporting to have jurisdiction over such Person or its Affiliates (in which case such Person shall (i) except with respect to any audit or examination conducted by bank accountants or any Governmental Authority exercising examination or regulatory authority, to the extent permitted by law, inform the Borrower Representative promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (c) to the extent compelled by legal process in, or reasonably necessary to, the defense of such legal, judicial or administrative proceeding, in any legal, judicial or administrative proceeding or otherwise as required by applicable Requirements of Law, rule or regulation (in which case such party shall (i) to the extent permitted, inform the Borrower Representative promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (d) in connection with the exercise of any remedies hereunder or under any other Loan Document or the enforcement of rights hereunder or thereunder, (e) to any other party to this Agreement, (f) subject to an acknowledgment and agreement by such recipient that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to the Borrower Representative, to (i) any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement, including any SPC, (ii) any pledgee referred to in Section 9.05 or (iii) any actual or prospective, direct or indirect contractual counterparty (or its advisors) to any swap or derivative transaction (including any credit default swap) or similar derivative product relating to the Loan Parties and their obligations subject to acknowledgment and agreement by such recipient that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to the Borrower Representative), (g) with the prior written consent of the Borrower Representative, (h) to Moody's or S&P in connection with obtaining ratings for the Borrower Representative or the Senior Notes, (i) to the extent applicable and reasonably necessary or advisable, for purposes of establishing a "due diligence" defense and (j) to the extent such Confidential Information (X)

becomes publicly available other than as a result of a breach of this Section by such Person, its Affiliates or their respective Representatives or (Y) becomes available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis other than as a result of a breach of this Section from a source other than a Loan Party. For the purposes of this Section, “**Confidential Information**” means all information received from any Loan Party relating to the Loan Parties or their businesses, the Sponsor or the Transactions other than any such information that is available to the Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis prior to disclosure by any Loan Party.

Section 9.14 No Fiduciary Duty. Each of the Administrative Agent, the Arranger and the Syndication Agent, each Lender and their respective Affiliates (collectively, solely for purposes of this paragraph, the “**Lenders**”), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their respective affiliates. Each Loan Party agrees that nothing in the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and any Loan Party, its respective stockholders or its respective affiliates, on the other. The Loan Parties acknowledge and agree that: (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm’s-length commercial transactions between the Lenders, on the one hand, and each Loan Party, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its respective stockholders or its respective affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Loan Party, its respective stockholders or its respective Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of such Loan Party, its respective management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that such Loan Party has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that any Lender owes a fiduciary or similar duty to such Loan Party in connection with such transaction or the process leading thereto.

Section 9.15 Several Obligations; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder.

Section 9.16 Anti-Money Laundering Legislation.

(a) Each Lender that is subject to the requirements of the USA PATRIOT Act, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), Canadian AML Laws, and other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” laws, whether within the United States, Canada or elsewhere (collectively, including any guidelines or orders thereunder, “**AML Legislation**”), hereby notifies the Loan Parties that pursuant to the requirements of the AML Legislation, it is required to obtain, verify and record information that identifies the Borrowers and each Loan Guarantor, which information includes the name and address of each Loan Party and other information that will allow such Lender to identify the Loan Parties in accordance with the AML Legislation.

(b) If the Administrative Agent has ascertained the identity of the Loan Parties or any authorized signatories of the Loan Parties for the purposes of applicable AML Legislation, then the Administrative Agent:

(i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of applicable AML Legislation; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that the Administrative Agent has no obligation to ascertain the identity of the Loan Parties or any authorized signatories of the Loan Parties on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Loan Parties or any such authorized signatory in doing so.

Section 9.17 Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

Section 9.18 Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof; and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

Section 9.19 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law, including section 347 of the *Criminal Code* (Canada), section 8 of the *Interest Act* (Canada) or any successor or similar legislation, (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

Section 9.20 Intercreditor Agreement. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. EACH LENDER HEREUNDER (a) CONSENTS TO THE SUBORDINATION OF LIENS PROVIDED FOR IN THE INTERCREDITOR AGREEMENT, (b) AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND (c) AUTHORIZES AND INSTRUCTS THE ADMINISTRATIVE AGENT TO ENTER INTO THE INTERCREDITOR AGREEMENT AS "REVOLVING FACILITY AGENT" AND ON BEHALF OF SUCH LENDER. THE PROVISIONS OF THIS SECTION 9.20 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT, THE FORM OF WHICH IS ATTACHED AS AN EXHIBIT TO THIS AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE

INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT. THE FOREGOING PROVISIONS ARE INTENDED AS AN INDUCEMENT TO THE INITIAL PURCHASERS UNDER THE EXISTING NOTE PURCHASE AGREEMENT TO PURCHASE THE NOTES AND SUCH INITIAL PURCHASERS ARE INTENDED THIRD PARTY BENEFICIARIES OF SUCH PROVISIONS AND THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

Section 9.21 Conflicts. Notwithstanding anything to the contrary contained herein, in any other Loan Document (but excluding the Intercreditor Agreement), in the event of any conflict or inconsistency between this Agreement and any other Loan Document (excluding the Intercreditor Agreement), the terms of this Agreement shall govern and control; provided that in the case of any conflict or inconsistency between the Intercreditor Agreement and any other Loan Document, the terms of the Intercreditor Agreement shall govern and control.

Section 9.22 Currency of Payment. Each payment owing by any Borrower hereunder shall be made in the relevant currency specified herein or, if not specified herein, specified in any other Loan Document executed by the Administrative Agent (the "**Currency of Payment**") at the place specified herein (such requirements are of the essence of this Agreement). If, for the purpose of applying to the Obligations in accordance with the terms hereof any amount received by the Administrative Agent, it is necessary to convert a sum due hereunder in a Currency of Payment into another currency, the parties hereto agree that the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase such Currency of Payment with such other currency at the Spot Selling Rate on the Business Day preceding that on which payment is to be applied. The obligations in respect of any sum due hereunder to any Lender or any Issuing Bank shall, notwithstanding any payment expressed in a currency other than the Currency of Payment, be discharged only to the extent that, on the Business Day following receipt by such Lender or Issuing Bank of any sum to be so due in such other currency, such Lender or Issuing Bank may, in accordance with normal banking procedures, purchase the Currency of Payment with such other currency. Each Borrower agrees that (a) if the amount of the Currency of Payment so purchased is less than the sum originally due to such Lender or Issuing Bank in the Currency of Payment, as a separate obligation and notwithstanding the result of any such payment, such Borrower shall immediately pay the shortfall (in the Currency of Payment) to such Lender or Issuing Bank and (b) if the amount of the Currency of Payment so purchased exceeds the sum originally due to such Lender or Issuing Bank, such Lender or Issuing Bank shall promptly pay the excess over to such Borrower in the currency and to the extent actually received.

Section 9.23 Judgment Currency.

(a) If, for the purpose of obtaining or enforcing judgment against any Canadian Loan Party in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter in this Section 9.23 referred to as the "**Judgment Currency**") an amount due under any Loan Document in any currency (the "**Obligation Currency**") other than the Judgment Currency, the conversion shall be made at the rate of exchange prevailing on the Business Day immediately preceding the date of actual payment of the amount due, in the case of any proceeding in the courts of the Province of Ontario or in the courts of any other jurisdiction that will give effect to such conversion being made on such date, or the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the applicable date as of which such conversion is made pursuant to this Section 9.23 being hereinafter in this Section 9.23 referred to as the "**Judgment Conversion Date**").

(b) If, in the case of any proceeding in the court of any jurisdiction referred to in Section 9.10, there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual receipt for value of the amount due, the applicable Loan Party or Loan Parties shall pay such additional amount (if any, but in any event not a lesser amount) as may be necessary to ensure that the amount actually received in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of the Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date. Any amount due from any Loan Party under this Section 9.23(b) shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of any of the Loan Documents.

(c) The term "rate of exchange" in this Section 9.23 means the rate of exchange at which Administrative Agent, on the relevant date at or about **12:00 noon** (New York time), would be prepared to sell, in accordance with Administrative Agent's normal course foreign currency exchange practices, the Obligation Currency against the Judgment Currency.

ARTICLE 10 LOAN GUARANTY

Section 10.01 Guaranty. Each Loan Guarantor hereby agrees that it is jointly and severally liable for, and, as primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the Administrative Agent for the ratable benefit of the Secured Parties the full and prompt payment upon the failure of any Loan Party to do so, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations (collectively the "**Guaranteed Obligations**"). Each Loan Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal.

If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Loan Guarantor, unconditionally and irrevocably, promises to pay such Guaranteed Obligations to the Administrative Agent and/or the other Secured Parties, on demand, together with any and all expenses which may be incurred by the Administrative Agent and the other Secured Parties in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with Section 9.03. Each Loan Guarantor unconditionally and irrevocably guarantees the payment of any and all of the Guaranteed Obligations to the Secured Parties whether or not due or payable by the Borrowers and irrevocably and unconditionally promises to pay such indebtedness to the Secured Parties, on demand, in currency in which such obligations are due.

Section 10.02 Guaranty of Payment. This Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Administrative Agent, any Issuing Bank or any Lender to sue the Borrowers, any other Loan Guarantor, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any Collateral securing all or any part of the Guaranteed Obligations. The Administrative Agent may enforce this Loan Guaranty upon the occurrence and during the continuance of an Event of Default.

Section 10.03 No Discharge or Diminishment of Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than as set forth in Section 10.13), including: (i) any

claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, any Issuing Bank any Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by the applicable Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the applicable Borrower or (ix) any payment made to any Secured Party on the Guaranteed Obligations which any such Secured Party repays to the applicable Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Loan Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(b) Except for termination of a Loan Guarantor's obligations hereunder or as expressly permitted by Section 10.13, the obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent or any Secured Party to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent or any Secured Party with respect to any Collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than as set forth in Section 10.13).

Section 10.04 Defenses Waived. To the fullest extent permitted by applicable law, and except for termination of a Loan Guarantor's obligations hereunder or as expressly permitted by Section 10.13, each Loan Guarantor hereby waives any defense based on or arising out of any defense of the Borrowers or any other Loan Guarantor or arising out of the disability of the Borrowers or any other Loan Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrowers or any other Loan Guarantor. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Loan Guaranty, and notices of the existence, creation or incurring of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right (except as shall be required by applicable statute and cannot be waived) to require any Secured Party to (i) proceed

against the Borrowers, any other guarantor or any other party, (ii) proceed against or exhaust any security held from the Borrowers, any other Loan Guarantor or any other party or (iii) pursue any other remedy in any Secured Party's power whatsoever. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any Collateral securing all or a part of the Guaranteed Obligations, and the Administrative Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guaranty except as otherwise provided in Section 10.13. To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

Section 10.05 Authorization. The Loan Guarantors authorize the Secured Parties without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder (except as set forth in Section 10.13), from time to time to:

(a) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Loan Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(b) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(c) exercise or refrain from exercising any rights against any of the Borrowers, any other Loan Party or others or otherwise act or refrain from acting;

(d) release or substitute any one or more endorsers, guarantors, the Borrowers, other Loan Parties or other obligors;

(e) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the Secured Parties;

(f) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the Secured Parties regardless of what liability or liabilities of the Borrowers remains unpaid;

(g) consent to or waive any breach of, or any act, omission or default under, this Agreement, any other Loan Document, any Hedge Agreement or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify or supplement this Agreement, any other Loan Document, any Hedge Agreement or any of such other instruments or agreements; and/or

(h) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Loan Guarantors from their respective liabilities under this Loan Guaranty.

Section 10.06 Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including a claim of subrogation, contribution or indemnification that it has against any Loan Party in respect of this Loan Guaranty until the occurrence of the Termination Date.

Section 10.07 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Loan Guarantor's obligations under this Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Loan Guarantors forthwith on demand by the Administrative Agent.

Section 10.08 Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of each Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guaranty, and agrees that none of the Administrative Agent, any Issuing Bank, any Lender or any other Secured Party shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

Section 10.09 **[Reserved]**.

Section 10.10 Maximum Liability. It is the desire and intent of the Loan Guarantors and the Secured Parties that this Loan Guaranty shall be enforced against the Loan Guarantors to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. The provisions of this Loan Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal, provincial, territorial or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Loan Guarantor under this Loan Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such Loan Guarantor's liability under this Loan Guaranty, then, notwithstanding any other provision of this Loan Guaranty to the contrary, the amount of such liability shall, without any further action by the Loan Guarantors or the Secured Parties, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Loan Guarantor's "**Maximum Liability**"). Each Loan Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Loan Guarantor without impairing this Loan Guaranty or affecting the rights and remedies of the Secured Parties hereunder; provided that nothing in this sentence shall be construed to increase any Loan Guarantor's obligations hereunder beyond its Maximum Liability.

Section 10.11 Contribution.

In the event any Loan Guarantor (a "**Paying Guarantor**") shall make any payment or payments under this Loan Guaranty or shall suffer any loss as a result of any realization upon any Collateral granted by it to secure its obligations under this Loan Guaranty, each other Loan Guarantor (each a "**Non-Paying Guarantor**") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "Guarantor Percentage" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this Article 10, each Non-Paying Guarantor's "**Guarantor**

Percentage” with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (a) such Non-Paying Guarantor’s Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor’s Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrowers after the date hereof (whether by loan, capital infusion or by other means) to (b) the aggregate Maximum Liability of all Loan Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Loan Guarantor, the aggregate amount of all monies received by such Loan Guarantors from the Borrowers after the date hereof (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor’s several liability for the entire amount of the Guaranteed Obligations (up to such Loan Guarantor’s Maximum Liability). Each of the Loan Guarantors covenants and agrees that its right to receive any contribution under this Loan Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the Secured Obligations until the Termination Date. This provision is for the benefit of the Administrative Agent, the Lenders, the Issuing Banks and the other Secured Parties and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

Section 10.12 **Liability Cumulative.** The liability of each Loan Guarantor under this Article 10 is in addition to and shall be cumulative with all liabilities of such Loan Guarantor to the Administrative Agent, the Issuing Banks and the Lenders under this Agreement and the other Loan Documents to which such Loan Guarantor is a party or in respect of any obligations or liabilities of the other Loan Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

Section 10.13 **Release of Loan Guarantors.** Notwithstanding anything in Section 9.02(b) to the contrary, a Subsidiary Guarantor shall automatically be released from its obligations hereunder and its Loan Guaranty shall be automatically released (a) upon the consummation of any transaction or related series of transactions permitted hereunder if as a result thereof such Subsidiary Guarantor shall cease to be a Subsidiary (or becomes an Excluded Subsidiary) or (b) upon the occurrence of the Termination Date. In connection with any such release, the Administrative Agent shall promptly execute and deliver to any Loan Guarantor, at such Loan Guarantor’s expense, all documents that such Loan Guarantor shall reasonably request to evidence termination or release. Any execution and delivery of documents pursuant to the preceding sentence of this Section 10.13 shall be without recourse to or warranty by the Administrative Agent (other than as to the Administrative Agent’s authority to execute and deliver such documents).

ARTICLE 11 THE BORROWER REPRESENTATIVE

Section 11.01 **Appointment; Nature of Relationship.** Rockport Group is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the “**Borrower Representative**”) hereunder and under each other Loan Document, and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article 11. Additionally, each Borrower hereby appoints, to the extent the Borrower Representative requests any Loan on behalf of such Borrower, the Borrower Representative as its agent to receive all of the proceeds of such Loan in the Funding Account(s), at which time the Borrower Representative shall promptly disburse such Loan to such Borrower. Neither the Administrative Agent, the Lenders nor the Issuing Banks and their respective officers, directors, agents or employees, shall be

liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section 11.01.

Section 11.02 Powers. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

Section 11.03 Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

Section 11.04 Notices. Each Borrower shall immediately notify the Borrower Representative of the occurrence of any Default hereunder, each such notice to refer to this Agreement describing such Default and stating that such notice is a "notice of default." In the event that the Borrower Representative receives such a notice, the Borrower Representative shall give prompt notice thereof to the Administrative Agent and the Lenders. Any notice provided to the Borrower Representative hereunder shall constitute notice to each Borrower on the date received by the Borrower Representative.

Section 11.05 Successor Borrower Representative. Upon the prior written consent of the Administrative Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative reasonably acceptable to the Administrative Agent. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

Section 11.06 Execution of Loan Documents; Borrowing Base Certificate. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including without limitation, any Borrowing Base Certificate and any certificates required pursuant to Article 5. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

Section 11.07 Reporting. Each Borrower hereby agrees that such Borrower shall furnish promptly after each fiscal month to the Borrower Representative a copy of its Borrowing Base Certificate and any other certificate or report required hereunder or requested by the Borrower Representative on which the Borrower Representative shall rely to prepare the Borrowing Base Certificate and the Borrowing Base Certificate of each Borrower and Compliance Certificates required pursuant to the provisions of this Agreement.

[Remainder of page intentionally left blank]

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

THE ROCKPORT GROUP, LLC, as Debtor and Debtor-in-Possession

By: ROCKPORT BLOCKER, LLC, as sole manager

By: _____
Name: _____
Title: _____

THE ROCKPORT COMPANY, LLC, as Debtor and Debtor-in-Possession

By: ROCKPORT BLOCKER, LLC, as sole manager

By: _____
Name: _____
Title: _____

TRG CLASS D, LLC, as Debtor and Debtor-in-Possession

By: ROCKPORT BLOCKER, LLC, as sole manager

By: _____
Name: _____
Title: _____

ROCKPORT CANADA ULC, as Debtor and Debtor-in-Possession

By: _____
Name: _____
Title: _____

DRYDOCK FOOTWEAR, LLC, as Debtor and
Debtor-in-Possession

By: THE ROCKPORT GROUP HOLDINGS, LLC,
as sole manager

By: ROCKPORT BLOCKER, LLC, as sole
managing manager

By: _____
Name: _____
Title: _____

DD MANAGEMENT SERVICES LLC, as Debtor and
Debtor-in-Possession

By: ROCKPORT BLOCKER, LLC, as sole
managing manager

By: _____
Name: _____
Title: _____

ROCKPORT BLOCKER, LLC, as Debtor and
Debtor-in-Possession

By: _____
Name: _____
Title: _____

THE ROCKPORT GROUP HOLDINGS, LLC, as
Debtor and Debtor-in-Possession

By: ROCKPORT BLOCKER, LLC, as sole
managing manager

By: _____
Name: _____
Title: _____

TRG 1-P HOLDINGS, LLC, as Debtor and Debtor-in-Possession

By: ROCKPORT BLOCKER, LLC, as sole
managing manager

By: _____
Name: _____
Title: _____

TRG INTERMEDIATE HOLDINGS, LLC, as
Debtor and Debtor-in-Possession

By: ROCKPORT BLOCKER, LLC, as sole
managing manager

By: _____
Name: _____
Title: _____

ROCKPORT CANADA HOLDINGS LTD.

By: _____
Name: _____
Title: _____

CITIZENS BUSINESS CAPITAL,
a division of Citizens Asset Finance, Inc., individually,
as Administrative Agent, Lender and as an Issuing Bank

By: _____
Name: _____
Title: _____

HSBC BANK USA, NATIONAL ASSOCIATION,
as a Lender

By: _____
Name: _____
Title: _____

COMMITMENT SCHEDULE

2300719.12

EXHIBIT 2

DIP Note Purchase Agreement

Debevoise Draft – May 13, 2018
PRIVILEGED & CONFIDENTIAL

DEBTOR-IN-POSSESSION NOTE PURCHASE AND SECURITY AGREEMENT

Dated as of May [●], 2018

Among

THE ROCKPORT GROUP, LLC

THE ROCKPORT COMPANY, LLC

ROCKPORT BLOCKER, LLC

THE ROCKPORT GROUP HOLDINGS, LLC

TRG 1-P HOLDINGS, LLC

TRG INTERMEDIATE HOLDINGS, LLC

TRG CLASS D, LLC

DRYDOCK FOOTWEAR, LLC

DD MANAGEMENT SERVICES LLC

CORTLAND CAPITAL MARKET SERVICES LLC
as Collateral Agent

and

THE PURCHASERS PARTY HERETO
as Purchasers

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Exhibit C-2 – Form of U.S. Tax Compliance Certificate (For Foreign Purchasers That Are Partnerships For U.S. Federal Income Tax Purposes)

DEBTOR-IN-POSSESSION NOTE PURCHASE AND SECURITY AGREEMENT

DEBTOR-IN-POSSESSION NOTE PURCHASE AND SECURITY AGREEMENT, dated as of May [●], 2018 (this “**Agreement**”), by and among THE ROCKPORT GROUP, LLC, a Delaware limited liability company (“**Rockport Group**”), THE ROCKPORT COMPANY, LLC, a Delaware limited liability company (“**Rockport**” and, together with Rockport Group, each a “**Borrower**” and, collectively, the “**Borrowers**”), ROCKPORT BLOCKER, LLC, a Delaware limited liability company (“**Rockport Blocker**”), THE ROCKPORT GROUP HOLDINGS, LLC, a Delaware limited liability company (“**RGH**”), TRG 1-P HOLDINGS, LLC, a Delaware limited liability company (“**TRG 1-P**”), TRG INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“**TRG Intermediate**”), TRG CLASS D, LLC, a Delaware limited liability company (“**Holdings**”), DRYDOCK FOOTWEAR, LLC, a Delaware limited liability company (“**Drydock**”), DD MANAGEMENT SERVICES LLC, a Massachusetts limited liability company (“**DD Management Services**” and, together with the Borrowers, Rockport Blocker, RGH, TRG 1-P, TRG Intermediate, Holdings and Drydock, each a “**Note Party**” and, collectively, the “**Note Parties**”), CORTLAND CAPITAL MARKET SERVICES LLC, as collateral agent (in such capacity and, together with its successors and assigns in such capacity, the “**Collateral Agent**”) and the investors party to this Agreement from time to time as purchasers (collectively, the “**Purchasers**”).

RECITALS

A. The Borrowers, each other Note Party (collectively, the “**U.S. Debtors**”) and Rockport Canada ULC, a British Columbia unlimited liability company (the “**Canadian Debtor**” and, together with the U.S. Debtors, the “**Debtors**”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the “**Chapter 11 Cases**”) in the Bankruptcy Court of the District of Delaware (the “**Bankruptcy Court**”) on [●] (the “**Petition Date**”);

B. Each of the Note Parties is continuing in the possession of its assets and in the management of its business as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

C. On or about [●] (the “**Canadian Petition Date**”), Rockport Blocker, as representative of the Canadian Debtor, commenced ancillary recognition proceedings under Part IV of the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) (the “**Canadian Recognition Case**”, and together with the Chapter 11 Cases, collectively, the “**Cases**”) with the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”).

D. The Borrowers have requested that the Purchasers purchase notes from the Borrowers, in an aggregate principal amount of \$20,000,000, which will be used in accordance with the Budget and terms and conditions hereof;

E. The Purchasers are willing to purchase such notes on the terms and conditions set forth herein.

Accordingly, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

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

"ACH" means automated clearing house transfer.

"Adverse Proceeding" means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of the Note Parties or any of their Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claims), whether pending or, to the knowledge of the Note Parties or any of their Subsidiaries, threatened in writing against or affecting the Note Parties or any of their Subsidiaries or any property of the Note Parties or any of their Subsidiaries.

"Affiliate" means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. None of the Collateral Agent, any Purchaser or any of their respective Affiliates shall be considered an Affiliate of Rockport Blocker, any Borrower or any of their respective Subsidiaries.

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

"Applicable Rate" means 12.0% per annum.

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

"Assignment and Assumption" means an agreement substantially in the form of Exhibit A.

"Banking Services Obligations" has the meaning assigned to such term in the Revolving Credit Agreement as in effect on the Closing Date.

"Bankruptcy Code" means Title 11 of the United States Code (11 U.S.C. § 101 et seq.).

"Bankruptcy Court" has the meaning assigned to such term in the recitals hereof.

"Bidding Procedures" means bidding procedures in form and substance satisfactory to the Required Purchasers contemplating a sale of substantially all of the Note Parties' assets on terms satisfactory to the Required Purchasers.

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

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

"Borrower Representative" means the Borrower Representative appointed pursuant to Section 11.01.

"Budget" has the meaning assigned to such term in Section 5.01(d).

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"Canadian AML Laws" has the meaning assigned to such term in Section 3.16(b).

"Cases" has the meaning assigned to such term in the recitals hereof.

"Canadian Debtor" has the meaning assigned to such term in the recitals hereof.

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

"Canadian Recognition Case" has the meaning assigned to such term in the recitals hereof.

"Canadian Sanctions Laws" has the meaning assigned to such term in Section 3.16(a).

"Capital Lease" means, as applied to any Person, any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person.

"Capital Stock" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing, but excluding for the avoidance of doubt any Indebtedness convertible into or exchangeable for any of the foregoing.

"Carve-Out" means a carve-out from the DIP Liens and the Superpriority DIP Claims in an amount equal to:

- (a) All fees required under 28 U.S.C. § 1930(a);
- (b) All reasonable fees and expenses up to \$50,000 incurred by a trustee under 11 U.S.C. § 726(b);
- (c) To the extent allowed at any time, whether by interim order, procedural order or otherwise, all unpaid fees (including success or transaction fees) and expenses accrued or incurred by persons or firms retained by the Note Parties pursuant to Bankruptcy Code section 327, 328, or 363 (the **"Note Party Professionals"**), and any Committee pursuant to Bankruptcy Code section 328 or 1103 (the **"Committee Professionals"**), if any (collectively, the **"Estate Professional Fees"**), at any time before the first Business Day following delivery of a Carve-Out

Trigger Notice, whether allowed by the Bankruptcy Court prior to or after delivery of a Carve-Out Trigger Notice; and

(d) Estate Professional Fees incurred by the Note Party Professionals and Creditors' Committee Professionals, if any, in an aggregate amount not to exceed \$350,000, incurred on or after the first Business Day following delivery of a Carve-Out Trigger Notice, to the extent allowed at any time, whether by interim order, procedural order, or otherwise (the amounts set forth in this clause (d) being the "**Carve-Out Trigger Cap**").

In no event shall any fee, expense, or other amount incurred in connection with (i) opposing, or pursuing claims against, the Purchasers (in their capacity as such or as purchasers under the Prepetition NPA) or investigating the DIP Liens, (ii) pursuing claims or asserting any challenge related to the Liens, rights or collateral under the Prepetition NPA or (iii) opposing or objecting to any relief supported by the Purchasers, be paid from the Carve-Out.

"**Carve-Out Trigger Cap**" has the meaning given to such term in the definition of "Carve-Out".

"**Carve-Out Trigger Notice**" means a written notice delivered by the Collateral Agent or the Required Purchasers to the Note Parties (with a copy to the United States Trustee and lead counsel to any Committee) following the occurrence of an Event of Default and stating that the Carve-Out Trigger Cap has been invoked.

"**Cash**" means money, currency or a credit balance in any Deposit Account.

"**Cash Equivalents**" means, as at any date of determination, (a) readily marketable securities (i) issued or directly and unconditionally guaranteed or insured as to interest and principal by the United States or Canadian federal government or (ii) issued by any agency or instrumentalities of the United States or Canada the obligations of which are backed by the full faith and credit of the United States or Canada, as applicable, in each case maturing within one year after such date and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (b) readily marketable direct obligations issued by any state of the United States of America, any Canadian province or territory, or any political subdivision of any such state, province or territory or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A-2 from S&P or at least P-2 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency) and, in each case, repurchase agreements and reverse repurchase agreements relating thereto; (c) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or at least P-1 from Moody's (or, if at any time neither S&P nor Moody's shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency); (d) deposits, money market deposits, time deposit accounts, certificates of deposit or bankers' acceptances maturing within one year after such date and issued or accepted by any lender under the Revolving Credit Agreement or by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia that (i) has capital and surplus of not less than \$100,000,000 or (ii) is at least "adequately capitalized" (as defined in such

regulations) (each such lender and each commercial bank referred to herein as a “**Cash Equivalent Bank**”) or, in each case, repurchase agreements and reverse repurchase agreements relating thereto entered into with any Cash Equivalent Bank; (e) shares of any money market mutual fund that (i) has substantially all of its assets invested in the types of investments referred to in clauses (a) and (b) above, (ii) has net assets of not less than \$250,000,000 and (iii) has the highest rating obtainable from either S&P or Moody’s; and (f) with respect to foreign Subsidiaries, investments of the types and maturities described in clauses (a) through (e) above issued by a Cash Equivalent Bank or any commercial bank of recognized international standing chartered in the country where such foreign Subsidiary is domiciled having unimpaired capital and surplus of at least \$500,000,000.

“**CCAA**” has the meaning assigned to such term in the recitals hereof.

“**CCAA Court**” has the meaning assigned to such term in the recitals hereof.

“**Change of Control**” means the earliest to occur of:

(a) the Permitted Holders directly or indirectly ceasing to beneficially own (within the meaning of Rule 13d-3 and Rule 13d-5 under the Exchange Act) Capital Stock representing more than 50.0% of the total voting power of all of the outstanding voting stock of Rockport Blocker;

(b) Rockport Blocker ceases to, directly or indirectly, own 100% of the Capital Stock of Rockport Group free of Liens (other than Liens permitted under Section 6.02(a)); or

(c) any “Change of Control” (or comparable term) in any document pertaining to the Revolving Facility, the Prepetition NPA, or any Indebtedness in excess of the Threshold Amount.

“**Chapter 11 Cases**” has the meaning assigned to such term in the recitals hereof.

“**Closing Date**” means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 9.02).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Collateral**” means and shall include, collectively, any and all assets of each Note Party’s estate, whether real, personal, or mixed and wherever located, of any kind, nature of description, in each case, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located, including any such property in which a Lien is granted to the Collateral Agent pursuant to this Agreement, the Orders, or any other order entered by the Bankruptcy Court to secure the DIP Obligations, and shall include:

(a) all Receivables and all supporting obligations relating thereto, whether arising prior to the Petition Date or thereafter,

(b) all Equipment (including motor vehicles),

- (c) all Inventory,
- (d) all Goods (as defined in the UCC),
- (e) all real property and Fixtures (as defined in the UCC),
- (f) all Instruments and Chattel Paper (each as defined in the UCC),
- (g) all Letter-of-Credit Rights (as defined in the UCC), whether or not the letter of credit is evidenced by a writing,
- (h) all Investment Property,
- (i) all Copyrights, Patents, Trademarks, Trade Secrets and Software,
- (j) all Commercial Tort Claims (as defined in the UCC),
- (k) all General Intangibles (as defined in the UCC),
- (l) all Deposit Accounts, Securities Accounts, and Commodities Accounts (each as defined in the UCC),
- (m) all books and records pertaining to the Collateral,
- (n) all present and future claims, rights, interests, assets and properties recovered by or on behalf of Note Parties or any trustee of any Note Party (whether in the Chapter 11 Cases or any subsequent case to which any Chapter 11 Case is converted), including all such property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to, inter alia, sections 542, 544, 545, 547, 548, 549, 550, 552 and 553 of the Bankruptcy Code, subject to the terms of the Orders,
- (o) all Money (as defined in the UCC) and cash (including all cash held in the DIP Deposit Account),
- (p) to the extent not covered by clauses (a) through (o) of this sentence, choses in action and all other personal property of the Loan Parties, whether tangible or intangible, and
- (q) all Proceeds (as defined in the UCC) and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, issues, offspring, profits and products of, each of the foregoing, and any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any of the Note Parties from time to time with respect to any of the foregoing. It is the intention of the parties that if the Collateral Agent shall fail to have a perfected DIP Lien in any particular property or assets of any Note Party for any reason whatsoever, the provisions of this Agreement, together with the Orders, or any other order entered by the Bankruptcy Court to secure the DIP Obligations, would be sufficient to create a perfected DIP Lien in any property or assets that such Note Party may receive upon the sale, lease, license, exchange, transfer or disposition of such particular property or assets, then all such "proceeds" of such particular property or assets shall be included in the Collateral.

“Collateral Agent” has the meaning assigned to such term in the preamble hereof.

“Collateral Agent Fee Letter” means that certain Fee Letter, dated on or about the Closing Date, by and among the Borrowers and the Collateral Agent, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

“Commitment Fee” has the meaning assigned to such term in Section 2.05.

“Committee” has the meaning assigned to such term in Section 5.10(b).

“Committee Professionals” has the meaning set forth in the definition of “Carve-Out”.

“Confidential Information” has the meaning assigned to such term in Section 9.12.

“Consolidated Total Assets” means, at any date, all amounts that would, in conformity with GAAP (or IFRS, as applicable), be set forth opposite the caption “total assets” (or any like caption) on a consolidated balance sheet of the applicable Person and its Subsidiaries at such date.

“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.

“Copyrights” means, with respect to any Note Party, all of such Note Party’s right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including damages or payments for past, present or future infringements for any of the foregoing; and (d) the right to sue for past, present, and future infringements of any of the foregoing.

“Cortland” means Cortland Capital Market Services LLC, a Delaware limited liability company.

“Crescent” means Crescent Mezzanine Partners VI, L.P.

“Crescent Entities” means Crescent, Crescent Mezzanine Partners VIB (Cayman), L.P. and Crescent Mezzanine Partners VIC, L.P.

“DD Management Services” has the meaning assigned to such term in the preamble hereof.

“Debtors” has the meaning assigned to such term in the recitals hereof.

“Default” means any event or condition which upon notice, lapse of time or both would become an Event of Default.

“Deposit Account” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“Derivative Transaction” means (a) any interest-rate transaction, including any interest-rate swap, basis swap, forward rate agreement, interest rate option (including a cap collar and floor), Swap Obligations and any other instrument linked to interest rates that gives rise to similar credit risks (including when-issued securities and forward deposits accepted), (b) any exchange-rate transaction, including any cross-currency interest-rate swap, any forward foreign-exchange contract, any currency option and any other instrument linked to exchange rates that gives rise to similar credit risks, (c) any equity derivative transaction, including any equity-linked swap, any equity-linked option, any forward equity-linked contract, and any other instrument linked to equities that gives rise to similar credit risk and (d) any commodity (including precious metal) derivative transaction, including any commodity-linked swap, any commodity-linked option, any forward commodity-linked contract, and any other instrument linked to commodities that gives rise to similar credit risks; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of Holdings or its subsidiaries shall be a Derivative Transaction.

“DIP Commitment” means the amount set forth opposite each Purchaser’s name in Schedule 2.01.

“DIP Deposit Account” means a segregated deposit account subject at all times to the DIP Liens and over which, pursuant to the terms of the Orders, the Collateral Agent has “control” within the meaning of the UCC.

“DIP Lenders’ Charge” means the court-ordered charge created under the terms of the Supplemental Order.

“DIP Liens” has the meaning assigned to such term in Section 12.01.

“DIP Note Documents” means this Agreement, the Orders, the DIP Notes, the Collateral Agent Fee Letter and any other document or instrument designated by the Borrower Representative and the Required Purchasers as a “DIP Note Document” (with notice thereof delivered to the Collateral Agent). Any reference in this Agreement or any other DIP Note Document to a DIP Note Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto.

“DIP Note Guarantor” means each Note Party (other than a Borrower).

“DIP Notes” means (i) New Money Notes issued pursuant to Section 2.01(a), (ii) Roll Up Notes deemed issued pursuant to Section 2.01(b) and (iii) notes deemed issued in respect of any payment in kind interest pursuant to Section 2.03(b), in each case, including any interest paid in kind thereon and substantially in the form attached hereto as Exhibit B.

“DIP Obligations” means all obligations of the Note Parties to the Collateral Agent or the Purchasers under this Agreement and the DIP Notes, including all unpaid principal of and

accrued and unpaid interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding) on the DIP Notes, all accrued and unpaid fees and all reasonable and documented out-of-pocket expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the Note Parties to the Purchasers or to any Purchaser or the Collateral Agent or any indemnified party arising under the DIP Note Documents in respect of any DIP Notes, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

“DIP Priority Collateral” has the meaning assigned to such term in Section 12.02.

“Disqualified Capital Stock” means any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (i) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than for Qualified Capital Stock), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof (other than for Qualified Capital Stock), in whole or in part, on or prior to ninety-one (91) days following the Maturity Date at the time such Capital Stock is issued, (ii) is or becomes convertible into or exchangeable (unless at the sole option of the issuer thereof) for (a) debt securities or (b) any Capital Stock that would constitute Disqualified Capital Stock, in each case at any time on or prior to ninety-one (91) days following the Maturity Date at the time such Capital Stock is issued, (iii) contains any mandatory repurchase obligation which may come into effect prior to the Termination Date or (iv) provides for the scheduled payments of dividends in Cash on or prior to ninety-one (91) days following the Maturity Date at the time such Capital Stock is issued; provided that any Capital Stock that would not constitute Disqualified Capital Stock but for provisions thereof giving holders thereof (or the holders of any security into or for which such Capital Stock is convertible, exchangeable or exercisable) the right to require the issuer thereof to redeem such Capital Stock upon the occurrence of a change in control, initial public offering or an asset sale occurring prior to ninety-one (91) days following the Maturity Date at the time such Capital Stock is issued shall not constitute Disqualified Capital Stock if such Capital Stock provides that the issuer thereof will not redeem any such Capital Stock pursuant to such provisions prior to the Termination Date.

Notwithstanding the preceding sentence, (A) if such Capital Stock is issued to any plan for the benefit of directors, officers, employees, members of management or consultants or by any such plan to such directors, officers, employees, members of management or consultants, in each case in the ordinary course of business of the Note Parties or any of their Subsidiaries, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by the issuer thereof in order to satisfy applicable statutory or regulatory obligations and (B) no Capital Stock held by any future, present or former employee, director, officer, member of management or consultant (or their respective Affiliates or Immediate Family Members) of any Note Party shall be considered Disqualified Capital Stock because such stock is redeemable or subject to repurchase pursuant to any management equity subscription agreement, stock option, stock appreciation right or other stock award agreement, stock ownership plan, put agreement, stockholder agreement or similar agreement that may be in effect from time to time.

“Disqualified Institution” means any Person identified by name in writing to the Purchasers and the Collateral Agent prior to the Closing Date and any other Person identified by

name in writing to the Purchasers and the Collateral Agent after the Closing Date to the extent such Person becomes a competitor or is or becomes an affiliate of a competitor of Holdings or its Subsidiaries, which designations shall become effective two (2) days after delivery of each such written supplement to the Purchasers and the Collateral Agent, but which shall not apply retroactively to disqualify any Persons that have previously acquired a DIP Note; provided that a "competitor" or an affiliate of a competitor shall not include any bona fide debt fund or investment vehicle (other than a person disclosed in writing to the Purchasers and the Collateral Agent prior to the Closing Date) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of business which is managed, sponsored or advised by any Person controlling, controlled by or under common control with such competitor or affiliate thereof, as applicable, and for which no personnel involved with the investment of such competitor or affiliate thereof, as applicable, (i) makes (or has the right to make or participate with others in making) any investment decisions or (ii) has access to any information (other than information publicly available) relating to the Note Parties or any entity that forms a part of the Note Parties' business (including their subsidiaries).

"Dollars" or **"\$"** means lawful money of the United States of America.

"Drydock" has the meaning assigned to such term in the preamble hereto.

"Eligible Assignee" means (a) a Purchaser, (b) a commercial bank, insurance company, finance company, financial institution, any fund that invests in loans or any other "accredited investor" (as defined in Regulation D of the Securities Act), (c) any Affiliate of a Purchaser or (d) an Approved Fund of a Purchaser; provided that in any event, "Eligible Assignee" shall not include (i) any natural person, (ii) any Disqualified Institution or (iii) the Note Parties or any of their Subsidiaries.

"Environmental Claim" means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (a) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (b) in connection with any Hazardous Material or any actual or alleged Hazardous Materials Activity; or (c) in connection with any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

"Environmental Laws" means any and all current or future foreign or domestic, federal, provincial, territorial or state (or any subdivision of either of them), statutes, ordinances, orders, rules, regulations, judgments, Governmental Authorizations or any other applicable requirements of Governmental Authorities and the common law relating to (a) environmental matters, including those relating to any Hazardous Materials Activity; or (b) the generation, use, storage, transportation or disposal of or exposure to Hazardous Materials, in any manner applicable to any Borrower or any Subsidiaries or any Facility.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Note Party 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.

“Equipment” means, as to a Note Party, all of such Note Party’s goods (other than Inventory, farm goods and consumer goods), whether now owned or hereafter acquired and wherever located, including all accessories and all replacements and substitutions therefor or accessions thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any successor thereto.

“ERISA Affiliate” means, as applied to any Person, (a) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Code of which that Person is a member; and (b) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Code of which that Person is a member.

“ERISA Event” means (a) a “reportable event” within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the 30-day notice period has been waived); (b) the failure to meet the minimum funding standard of Section 412 of the Code with respect to any Pension Plan; (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) or Section 302 of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA; (d) the withdrawal by any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to any Borrower, any of its Subsidiaries or any of their respective Affiliates pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan, or the appointment of a trustee to administer any Pension Plan; (f) the imposition of liability on any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) of any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates from any Multiemployer Plan if there is any liability therefor under Title IV of ERISA, or the receipt by any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (h) the occurrence of an act or omission which could reasonably be expected to give rise to the imposition on any Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates of fines, penalties, excise taxes or related charges under Chapter 43 of the Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Pension Plan; or (i) the incurrence of liability or the imposition of a Lien pursuant to Section 436 or 430(k) of the Code or pursuant to ERISA with respect to any Pension Plan, other than for PBGC premiums due but not delinquent.

“Estate Professional Fees” has the meaning set forth in the definition of “Carve-Out”.

“Event of Default” has the meaning assigned to such term in Section 7.01.

“Exchange Act” means the Securities Exchange Act of 1934 and the rules and regulations of the SEC promulgated thereunder.

“Facility” means any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or, except with respect to Articles 5 and 6, heretofore owned, leased, operated or used by any Borrower or any of its Subsidiaries or any of their respective predecessors or Affiliates.

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

“Federal District Court” has the meaning assigned to such term in Section 9.09(b)(i).

“Final Order” has the meaning assigned to such term in Section 4.02(g).

“Final Order Recognition Order” means the order or judgment of the CCAA Court in form and substance acceptable to the Required Purchasers recognizing and giving effect to the Final Order, which order shall not have been vacated, reversed, modified, amended or stayed.

“Financial Officer” of any Person means the chief financial officer, the treasurer, any assistant treasurer, any vice president of finance or the controller of such Person or any officer with substantially equivalent responsibilities.

“Financial Officer Certification” means, with respect to the financial statements for which such certification is required, the certification of a Financial Officer of Rockport Group that such financial statements fairly present, in all material respects, in accordance with GAAP, the financial condition of the Note Parties and their Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

“Fiscal Month” means a fiscal month of any Fiscal Year.

“Fiscal Quarter” means a fiscal quarter of any Fiscal Year.

“Fiscal Year” means the fiscal year of Holdings ending on December 31 of each calendar year.

“Flood Hazard Property” means any Real Estate Asset subject to a Mortgage and located in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards.

“Foreign Purchaser” means (a) with respect to any Note Party that is a “United States person” within the meaning of Section 7701(a)(30) of the Code, a Purchaser that is not a “United States person” within the meaning of Section 7701(a)(30) of the Code and (b) with respect to any Note Party that is not a “United States person” within the meaning of Section 7701(a)(30) of the Code, a Purchaser that is resident or organized under the laws of a jurisdiction other than that in which such Note Party is resident for tax purposes.

“GAAP” means generally accepted accounting principles in the United States of America in effect and applicable to the accounting period in respect of which reference to GAAP is being made, subject to the provisions of Section 1.03.

“GoldPoint Entities” means NYLCAP Mezzanine Partners III, LP, NYLCAP Mezzanine Partners III Parallel Fund, LP and NYLCAP Mezzanine Partners III 2012 Co-Invest, LP.

“Governmental Authority” means any federal, state, provincial, territorial, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with a state or locality of the United States, the United States or a foreign government.

“Governmental Authorization” means any permit, license, authorization, plan, directive, consent order or consent decree of or from any Governmental Authority.

“Guarantee” of or by any Person (the **“Guarantor”**) means any obligation, contingent or otherwise, of the Guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation of any other Person (the **“Primary Obligor”**) in any manner, whether directly or indirectly, and including any obligation of the Guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other monetary obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the Primary Obligor so as to enable the Primary Obligor to pay such Indebtedness or other monetary obligation, (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or monetary obligation, (e) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (f) secured by any Lien on any assets of such Guarantor securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or monetary other obligation is assumed by such Guarantor (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness).

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.

“Guaranteed Obligations” has the meaning assigned to such term in Section 10.01.

“Guarantor” has the meaning set forth in the definition of “Guarantee”.

“Hazardous Materials” means any chemical, material, substance or waste, or any constituent thereof, exposure to which is prohibited, limited or regulated by any Environmental Law or any Governmental Authority or which poses a hazard to the indoor or outdoor environment.

“Hazardous Materials Activity” means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Material, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Material, and any corrective action or response action with respect to any of the foregoing.

“Hedge Agreement” means any agreement with respect to any Derivative Transaction between any of the Note Parties or any of their Subsidiaries and any other Person.

“Holdings” has the meaning assigned to such term in the preamble hereof.

“IFRS” means international accounting standards within the meaning of the IAS Regulation 1606/2002, as in effect from time to time (subject to the provisions of Section 1.03), to the extent applicable to the relevant financial statements.

“Immediate Family Member” means, with respect to any individual, such individual’s child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, domestic partner, former domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals (or such individual’s estate, executor, administrator, heirs or legatees) or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

“Indebtedness,” as applied to any Person, means, without duplication, (a) all indebtedness for borrowed money; (b) that portion of obligations with respect to Capital Leases that is properly classified as a liability on a balance sheet in conformity with GAAP; (c) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet prepared in accordance with GAAP; (d) any obligation owed for all or any part of the deferred purchase price of property or services (excluding (w) any earn out obligation or purchase price adjustment until such obligation becomes a liability on the balance sheet in accordance with GAAP, (x) other than for purposes of Section 7.01, any such obligations incurred under ERISA, (y) accrued expenses and

trade accounts payable in the ordinary course of business (including on an inter-company basis) and (z) liabilities associated with customer prepayments and deposits), which purchase price is (i) due more than six (6) months from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument; (e) all Indebtedness of others secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person; (f) the face amount of any letter of credit issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings; (g) the Guarantee by such Person of the Indebtedness of another; (h) all obligations of such Person in respect of any Disqualified Capital Stock; and (i) all net obligations of such Person in respect of any Derivative Transaction, including any Hedge Agreement, whether or not entered into for hedging or speculative purposes; provided that (i) in no event shall obligations under any Derivative Transaction be deemed "Indebtedness" for any calculation of any financial ratio under this Agreement except to the extent of (x) unpaid termination amounts thereunder, (y) settlements thereunder or (z) any accrued interest in respect of either thereof and (ii) the amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (A) the aggregate unpaid amount of such Indebtedness and (B) the fair market value of the property encumbered thereby as determined by such Person in good faith. 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, except to the extent such Person's liability for such Indebtedness is otherwise limited; provided that notwithstanding anything herein to the contrary, Indebtedness shall not include, and shall be calculated without giving effect to, the effects of Accounting Standards Codification Topic 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose hereunder as a result of accounting for any embedded derivatives created by the terms of such Indebtedness; and any such amounts that would have constituted Indebtedness hereunder but for the application of this proviso shall not be deemed an incurrence of Indebtedness hereunder.

"Indemnified Party" has the meaning assigned to such term in Section 9.03(b).

"Information Officer" means Richter Advisory Group Inc., in its capacity as CCAA Court-appointed Information Officer of the Debtors and not in its corporate or personal capacity.

"INHAM Exemption" has the meaning assigned to such term in Section 8.03(e).

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

"Initial Recognition Order" means the order or judgment of the CCAA Court, in form and substance satisfactory to the Required Purchasers recognizing the Chapter 11 Cases as a "foreign main proceeding" under the CCAA and granting related relief, which order shall not have been vacated, reversed, modified, amended or stayed.

"Intercreditor Agreement" means the Intercreditor Agreement, dated as of July 31, 2015, among the Revolving Facility Administrative Agent, the Prepetition Collateral Agent and

the Note Parties party thereto, as amended, restated, amended and restated, supplemented, or otherwise modified prior to the Petition Date.

“Interest Payment Date” means the last calendar day of each Fiscal Month, or if such day is not a Business Day, the immediately following Business Day thereafter.

“Interim Order” has the meaning assigned to such term in Section 4.01(n).

“Investment” means (a) any purchase or other acquisition by any of the Note Parties or any of their Subsidiaries of, or of a beneficial interest in, any of the Securities of any other Person, (b) the acquisition by purchase or otherwise (other than purchases or other acquisitions of inventory, materials, supplies and/or equipment in the ordinary course of business) of all or a substantial portion of the business, property or fixed assets of any Person or any division or line of business or other business unit of any Person and (c) any loan, advance (other than (i) advances to current or former employees, officers, directors, members of management or consultants of the Note Parties or any of their Subsidiaries for moving, entertainment and travel expenses, drawing accounts and similar expenditures in the ordinary course of business and (ii) advances made on an intercompany basis in the ordinary course of business for the purchase of inventory) or capital contribution by any of the Note Parties or any of their Subsidiaries to any other Person. The amount of any Investment shall be the original cost of such Investment, plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment, but giving effect to any repayments of principal in the case of Investments in the form of loans and any return of capital or return on Investment in the case of equity Investments (whether as a distribution, dividend, redemption or sale but not in excess of the amount of the initial Investment).

“Investment Property” means, as to any Note Party, all of such Note Party’s now owned or hereafter acquired securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodities contracts and commodities accounts, each such term as defined in the UCC.

“Inventory” means goods held for sale, lease or use by a Person in the ordinary course of business, net of any reserve for goods that have been segregated by such Person to be returned to the applicable vendor for credit, as determined in accordance with GAAP.

“IP Rights” has the meaning assigned to such term in Section 3.05(c).

“Junior Indebtedness” means any Subordinated Indebtedness or Indebtedness secured by Liens junior to the Liens of the Collateral Agent with respect to the Collateral with an individual outstanding principal amount in excess of the Threshold Amount.

“Lien” means any mortgage, pledge, hypothecation, deed of hypothec, assignment, deposit arrangement, encumbrance, Lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement 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 Capital Lease having substantially the same economic effect as any of the foregoing, or the filing of any financing statement naming the owner of the asset to which such Lien relates as debtor, under the PPSA or any comparable law),

in each case, in the nature of security; provided that in no event shall an operating lease in and of itself be deemed a Lien.

"Margin Stock" has the meaning assigned to such term in Regulation U.

"Material Adverse Effect" means any event which has resulted in a material adverse change in (i) the business, operations, properties or condition (financial or otherwise) of the Note Parties and their Subsidiaries, individually, and the Note Parties and their Subsidiaries since the Petition Date, (ii) the legality, validity or enforceability of this Agreement or the Orders, (iii) the ability of the Borrowers or the DIP Note Guarantors to perform their material obligations under this Agreement, (iv) the perfection or priority of the DIP Liens granted pursuant to this Agreement or the Orders, or (v) the rights and remedies of the Purchasers under this Agreement, taken as a whole.

"Material Real Estate Asset" means (a) any fee-owned Real Estate Asset owned by the Note Parties or any of their Subsidiaries as of the Closing Date having a fair market value (as reasonably estimated by the Borrower Representative) in excess of \$2,500,000 as of such date and (b) any fee-owned Real Estate Asset acquired by any Note Party after the Closing Date having a fair market value (as reasonably estimated by the Borrower Representative) in excess of \$2,500,000 as of the date of acquisition thereof.

"Maturity Date" means the earliest of (i) the date which is seventy-five (75) calendar days following the Petition Date; provided that if on or before such date, there has been an order issued by the Bankruptcy Court approving the Permitted Sale (the **"Sale Order"**) and the Sale Order has been recognized by an order of the CCAA Court (the **"Sale Order Recognition Order"**) then the date which is the earlier to occur of (A) twenty-three (23) calendar days following the date on which the Sale Order Recognition Order is issued by the CCAA Court, or (B) the date on which the parties to the asset purchase agreement effecting the Permitted Sale have closed the Permitted Sale and agreed to waive any appeal period in respect of the Sale Order Recognition Order, (ii) the consummation of any sale of a material portion of the assets of the Note Parties pursuant to section 363 of the Bankruptcy Code, other than a Permitted Sale, (iii) if the Final Order has not been entered, the date that is forty-five (45) calendar days after the Petition Date, (iv) the acceleration of the DIP Obligations and the termination of the DIP Commitments pursuant to Section 7.03 and (v) the effective date of any plan of reorganization of any of the Note Parties.

"Maximum Liability" has the meaning assigned to such term in Section 10.09.

"Milestone" means the achievement by the Note Parties of (a) the Bankruptcy Court's approval of (x) the Interim Order within three (3) calendar days of the Petition Date and (y) the Final Order within forty-five (45) calendar days after the Petition Date, (b) the Bankruptcy Court's approval of the Bidding Procedures no later than twenty-one (21) calendar days after the Petition Date, (c) the Bankruptcy Court's approval of a Permitted Sale no later than sixty (60) calendar days after the Petition Date, or (d) the consummation of a Permitted Sale no later than the date which is seventy-five (75) calendar days following the Petition Date; provided that if on or before such date, the Bankruptcy Court has issued the Sale Order and the CCAA Court has issued the Sale Order Recognition Order, then the date which is the earlier to occur of

(A) twenty-three (23) calendar days following the date on which the Sale Order Recognition Order is issued by the CCAA Court, or (B) the date on which the parties to the asset purchase agreement effecting the Permitted Sale have closed the Permitted Sale and agreed to waive any appeal period in respect of the Sale Order Recognition Order, and, incidental to the closing thereof, contemporaneous payment in full of all DIP Note Obligations.

“Moody’s” means Moody’s Investors Service, Inc. and any successor to its rating agency business.

“Mortgages” means any mortgage, deed of trust or other agreement which conveys or evidences a Lien in favor of the Collateral Agent, for the benefit of the Purchasers and the other Secured Parties, on fee-owned Material Real Estate Assets of a Note Party in form and substance reasonably acceptable to the Collateral Agent and Crescent.

“Multiemployer Plan” means any employee benefit plan which is a “multiemployer plan” as defined in Section 3(37) of ERISA, to which any Borrower or any of its Subsidiaries, or any of their respective ERISA Affiliates, makes or is obligated to make contributions and with respect to which any of them has an ongoing obligation.

“NAIC” means the National Association of Insurance Commissioners.

“NAIC Annual Statement” has the meaning assigned to such term in Section 8.03(a).

“New Money Notes” means notes issued pursuant to Section 2.01(a).

“New York Courts” has the meaning assigned to such term in Section 9.09(b)(i).

“New York Supreme Court” has the meaning assigned to such term in Section 9.09(b)(i).

“Non-Paying Guarantor” has the meaning assigned to such term in Section 10.10.

“Note Guaranty” means the guaranty set forth in Article 10 of this Agreement.

“Note Party” has the meaning assigned to such term in the preamble hereof.

“Note Party Professionals” has the meaning set forth in the definition of “Carve-Out”.

“Note Permitted Priority Liens” has the meaning set forth in Section 12.02.

“Note Priority Collateral” has the meaning given to such term in the Intercreditor Agreement.

“Note Register” has the meaning assigned to such term in Section 2.09(a).

“Obligated Party” has the meaning assigned to such term in Section 10.02.

“OFAC” has the meaning assigned to such term in Section 3.16(a).

“Orders” means, collectively, the Interim Order, the Final Order, the Initial Recognition Order, the Supplemental Order and the Final Order Recognition Order.

“Organizational Documents” means (a) with respect to any corporation, its certificate or articles of incorporation, amalgamation or continuation or organization, as amended, and its by-laws, (b) with respect to any limited partnership, its certificate of limited partnership and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, (d) with respect to any limited liability company, its articles of organization or certificate of formation, and its operating agreement, (e) with respect to any unlimited liability company, its articles of association and memorandum of association or other operating agreement and (f) with respect to any other form of entity, such other organizational documents required by local law or customary under such jurisdiction to document the formation and governance principals of such type of equity. In the event any term or condition of this Agreement or any other DIP Note Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such “Organizational Document” shall only be to a document of a type customarily certified by such governmental official.

“Patents” means, with respect to any Note Party, all of such Note Party’s right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein, (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past, present and future infringements thereof; and (e) all rights to sue for past, present, and future infringements thereof.

“Paying Guarantor” has the meaning assigned to such term in Section 10.10.

“PBGC” means the Pension Benefit Guaranty Corporation or any successor thereto.

“Pension Plan” means any employee pension benefit plan, as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Borrower or any of its Subsidiaries, or any of their respective ERISA Affiliates, is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an “employer” as defined in Section 3(5) of ERISA.

“Permitted Holders” means any of the current equity owners of Rockport, Crescent Entities, GoldPoint Entities, Corporate Capital Trust, Inc. and Oregon Public Employees Retirement Fund.

“Permitted Liens” means Liens permitted pursuant to Section 6.02.

“Permitted Sale” means a sale of substantially all of the assets of the Note Parties (i) pursuant to the Bidding Procedures or (ii) as otherwise satisfactory to the Required Purchasers, in each case, approved by the Bankruptcy Court no later than sixty (60) days after the Petition Date.

“Permitted Variance” has the meaning assigned to such term in Section 5.12(c).

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

“Petition Date” has the meaning assigned to such term in the recitals hereof.

“PPSA” means the *Personal Property Security Act* (Ontario) and the regulations thereunder, as from time to time in effect.

“Prepetition Collateral Agent” means Cortland in its capacity as “Collateral Agent” under the Prepetition NPA.

“Prepetition Note Documents” means the Prepetition NPA and ancillary documents thereto (as defined in such Prepetition NPA as “Note Documents”).

“Prepetition Note Obligations” means all obligations of the Note Parties to the Prepetition Collateral Agent or the Purchasers (as defined in the Prepetition NPA) under the Prepetition NPA and the Prepetition Notes, including all unpaid principal of and accrued and unpaid interest on the Prepetition Notes, all accrued and unpaid fees and all reasonable and documented out-of-pocket expenses, reimbursements, indemnities and all other advances to, debts, liabilities and obligations of the Note Parties to the Purchasers or to any Purchaser (as defined in the Prepetition NPA) or the Prepetition Collateral Agent or any indemnified party arising under the Prepetition Note Documents in respect of any Prepetition Notes, whether direct or indirect (including those acquired by assumption), absolute, contingent, due or to become due, now existing or hereafter arising.

“Prepetition Notes” means notes issued under the Prepetition NPA.

“Prepetition NPA” means that certain Note Purchase Agreement, dated as of July 31, 2015, by and among Rockport Group, Rockport, Holdings, certain subsidiaries of Rockport Group, the Prepetition Collateral Agent and certain purchasers, as amended, restated, amended and restated, supplemented, or otherwise modified prior to the Petition Date.

“Primary Obligor” has the meaning set forth in the definition of “Guarantee.”

“Proposed Sale” means the sale of all or substantially all of the assets or the Capital Stock of Holdings.

“Pro Rata” means, with respect to any holder of DIP Notes, a percentage (carried out to the ninth decimal place) determined by dividing the aggregate principal amount of outstanding DIP Notes and unfunded DIP Commitments held by such holder by the aggregate principal amount of all outstanding DIP Notes and unfunded DIP Commitments of all holders of DIP Notes.

“PTE” has the meaning assigned to such term in Section 8.03(a).

“Purchasers” has the meaning assigned to such term in the preamble hereof.

“QPAM Exemption” has the meaning assigned to such term in Section 8.03(d).

“Qualified Capital Stock” of any Person means any Capital Stock of such Person that is not Disqualified Capital Stock.

“Real Estate Asset” means, at any time of determination, any interest (fee, leasehold or otherwise) in real property then owned by any Note Party.

“Receivable” means a right to receive payment pursuant to an arrangement with another Person pursuant to which such other Person is obligated to pay, as determined in accordance with GAAP.

“Regulation T” means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Regulation U” means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Regulation X” means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof, and any successor provision thereto.

“Related Parties” means, with respect to any specified Person, such Person’s Affiliates and the respective directors, officers, trustees, employees, agents and advisors of such Person and such Person’s Affiliates.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

“Representatives” has the meaning assigned to such term in Section 9.12.

“Required Purchasers” means, at any time, Purchasers then holding greater than fifty percent (50%) of the sum of the aggregate unpaid principal amount of the DIP Notes then outstanding.

“Requirements of Law” means, with respect to any Person, collectively, the common law and all federal, state, provincial, territorial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of any Governmental Authority, in each case whether or not having the force of law and that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Responsible Officer” of any Person means the chief executive officer, the president, executive vice president, any senior vice president, any vice president, the chief operating officer or any Financial Officer of such Person and any other officer or similar official thereof

responsible for the administration of the obligations of such Person in respect of this Agreement, and, as to any document delivered on the Closing Date (but subject to the express requirements set forth in Article 4), shall include any secretary or assistant secretary of a Note Party. Any document delivered hereunder that is signed by a Responsible Officer of a Note Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Note Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Note Party.

“Restricted Debt Payment” has the meaning assigned to such term in Section 6.04(a).

“Restricted Payment” means (a) any dividend or other distribution on account of any shares of any class of the Capital Stock of any Borrower now or hereafter outstanding, except a dividend payable solely in shares of such class of Capital Stock to the holders of such class, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value of any shares of any class of the Capital Stock of any Borrower now or hereafter outstanding and (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of the Capital Stock of any Borrower now or hereafter outstanding.

“Revolving Credit Agreement” means the Revolving Credit Agreement, dated as of July 31, 2015, among the Borrowers, Rockport Canada ULC, Holdings, the Revolving Facility Administrative Agent, as administrative agent and collateral agent, and the lenders from time to time party thereto, as amended, restated, amended and restated, supplemented, or otherwise modified on or prior to the Closing Date.

“Revolving Facility” means the credit facility governed by the Revolving Credit Agreement and one or more debt facilities or other financing arrangements (including indentures) providing for loans or other long-term indebtedness that replace or refinance such credit facility, including any such replacement or refinancing facility or indenture that increases or decreases the amount permitted to be borrowed thereunder or alters the maturity thereof and whether by the same or any other agent, lender or group of lenders, and any amendments, supplements, modifications, extensions, renewals, restatements, amendments and restatements or refundings thereof or any such indentures or credit facilities that replace or refinance such credit facility (or any subsequent replacement thereof).

“Revolving Facility Administrative Agent” has the meaning assigned to the term “Administrative Agent” under the Revolving Credit Agreement.

“Revolving Lenders” has the meaning assigned to such term in the Intercreditor Agreement.

“Revolving Priority Collateral” has the meaning assigned to such term in the Intercreditor Agreement.

“RGH” has the meaning assigned to such term in the preamble hereof.

“Rockport” has the meaning assigned to such term in the preamble hereof.

“Rockport Blocker” has the meaning assigned to such term in the preamble hereof.

“Rockport Group” has the meaning assigned to such term in the preamble hereof.

“Roll Up Notes” means DIP Notes issued pursuant to Section 2.01(b).

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of the McGraw-Hill Companies, Inc., and any successor to its rating agency business.

“Sale Order” has the meaning assigned to such term in the definition of “Maturity Date”.

“Sale Order Recognition Order” has the meaning assigned to such term in the definition of “Maturity Date”.

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

“Secured Parties” means (a) the Purchasers, (b) the Collateral Agent, (c) the beneficiaries of each indemnification obligation undertaken by any Note Party under any DIP Note Document and (d) the successors and permitted assigns of each of the foregoing.

“Securities” means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as “securities” or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing; provided that “Securities” shall not include any earn-out agreement or obligation or any employee bonus or other incentive compensation plan or agreement.

“Securities Act” means the Securities Act of 1933 and the rules and regulations of the SEC promulgated thereunder.

“Software” means computer programs, source code, object code and supporting documentation including “software” as such term is defined in Article 9 of the UCC, as well as computer programs that may be construed as included in the definition of “goods” in Article 9 of the UCC.

“Source” has the meaning assigned to such term in Section 8.03.

“Subordinated Indebtedness” means any Indebtedness of any Borrower or any of its Subsidiaries that is expressly subordinated in right of payment to the DIP Obligations.

“Subsidiary” means, as to any Person, a corporation, partnership, limited liability company or other entity (a) of which shares of Capital Stock having ordinary voting power (other than Capital Stock having such power only by reason of the happening of a contingency) to elect a majority of the board of directors, managers or other governing body of such corporation, partnership, limited liability company or other entity are at the time directly or

indirectly owned by such Person or (b) the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person.

“Superpriority DIP Claims” means all of the claims of the Collateral Agent and the Purchasers on account of the DIP Obligations, which shall be entitled to the benefits of section 364(c)(1) of the Bankruptcy Code, having a superpriority over any and all administrative expenses of the kind that are specified in sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provisions of the Bankruptcy Code, subject only to the Carve-Out. The Superpriority DIP Claims will, at all times during the period that the DIP Obligations remain outstanding, remain senior in priority to all other claims or administrative expenses (other than the Carve-Out).

“Supplemental Order” means the order or judgment of the CCAA Court in form and substance acceptable to the Required Purchasers (i) recognizing and giving effect to the Interim Order and certain other first day orders of the Bankruptcy Court in the Chapter 11 Cases, (ii) appointing the Information Officer and (iii) granting the Administration Charge (as defined in the Revolving Credit Agreement) and the DIP Lenders’ Charge.

“Swap Obligation” means 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.

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

“Termination Date” has the meaning assigned to such term in Article 5.

“Testing Period” has the meaning assigned to such term in Section 5.12(b).

“Threshold Amount” means \$500,000.

“Trade Secrets” means, with respect to any Note Party, all of such Note Party’s right, title and interest in and to the following: (a) under applicable state trade secret laws, trade secrets or other confidential and proprietary information, including unpatented inventions, invention disclosures, engineering or other data, information, production procedures, know-how, financial data, customer lists, supplier lists, business and marketing plans, processes, schematics, algorithms, techniques, analyses, proposals, source code, and data collections; (b) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims and payments for past, present and future infringements thereof; (c) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (d) all rights corresponding to any of the foregoing.

“Trademarks” means, with respect to any Note Party, all of such Note Party’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and logos, slogans and other indicia of origin and the registrations and applications for registration thereof and the goodwill of the business symbolized by the

foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past, present and future infringements thereof; and (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

“TRG 1-P” has the meaning assigned to such term in the preamble hereof.

“TRG Intermediate” has the meaning assigned to such term in the preamble hereof.

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

“U.S. Debtors” has the meaning assigned to such term in the recitals hereof.

“U.S. Tax Compliance Certificate” has the meaning assigned to such term in Section 2.07(c)(ii)(B)(3).

“USA PATRIOT Act” means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)).

“Variance Report” has the meaning assigned to such term in Section 5.12(a).

Section 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, amended and restated, supplemented or otherwise modified, extended, refinanced or replaced (subject to any restrictions or qualifications on such amendments, restatements, amendment and restatements, supplements or modifications, extensions, refinancings or replacements set forth herein), (b) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law, (c) any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (e) all references herein to Articles, Sections, clauses, paragraphs, Exhibits and Schedules shall be construed to refer to Articles, Sections, clauses and paragraphs of, and Exhibits and Schedules to, this Agreement, (f) in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”, the words “to” and “until” mean “to but excluding” and the word “through” means “to and including” and (g) 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, whether real (immovable) or personal (movable),

including Cash, securities, accounts and contract rights. For purposes of determining compliance at any time with Article 6, in the event that any Indebtedness, Lien, Restricted Payment, Restricted Debt Payment, contractual restriction, Investment, disposition or affiliate transaction, as applicable, meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 6.01 (other than Sections 6.01(a), (c) and (l)), 6.02 (other than Sections 6.02(a)), 6.04, 6.05, 6.06, 6.07 and 6.09, the Borrower Representative, in its sole discretion, may classify or reclassify such transaction or item (or portion thereof) and will only be required to include the amount and type of such transaction (or portion thereof) in any one category.

Section 1.03 Accounting Terms; GAAP.

(a) Except as otherwise expressly provided herein, all financial statements to be delivered pursuant to this Agreement shall be prepared in accordance with GAAP as in effect from time to time and all terms of an accounting or financial nature that are used in calculating Consolidated Total Assets shall be construed and interpreted in accordance with GAAP, as in effect on the Closing Date unless otherwise agreed to by the Borrower Representative and Required Purchasers; provided that if the Borrower Representative notifies the Purchasers that the Borrower Representative requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Required Purchasers notify the Borrower Representative that the Purchasers request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith; provided, further, that if an amendment is requested by the Borrower Representative or the Required Purchasers, then the Borrower Representative and the Required Purchasers shall negotiate in good faith to enter into an amendment of such affected provisions (without the payment of any amendment or similar fees to the Purchasers) to preserve the original intent thereof in light of such change in GAAP or the application thereof subject to the approval of the Required Purchasers (not to be unreasonably withheld, conditioned or delayed); provided, further, that all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of Rockport Blocker or any Subsidiary thereof at "fair value," as defined therein and (ii) any treatment of Indebtedness in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Indebtedness in a reduced or bifurcated manner as described therein, and such Indebtedness shall at all times be valued at the full stated principal amount thereof.

(b) Notwithstanding anything to the contrary contained in clause (a) above or the definition of "Capital Lease," in the event of an accounting change requiring all leases to be capitalized, only those leases (assuming for purposes hereof that they were in existence on the

date hereof) that would constitute Capital Leases on the date hereof shall be considered Capital Leases and all calculations and deliverables under this Agreement or any other DIP Note Document shall be made in accordance therewith (provided that all financial statements delivered to the Purchasers in accordance with the terms of this Agreement after the date of such accounting change shall contain a schedule showing the adjustments necessary to reconcile such financial statements with GAAP as in effect immediately prior to such accounting change).

(c) For purposes of determining the permissibility of any action, change, transaction or event that by the terms of the DIP Note Documents requires a calculation of Consolidated Total Assets, Consolidated Total Assets shall be calculated at the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be, and no Default or Event of Default shall be deemed to have occurred solely as a result of a change in Consolidated Total Assets occurring after the time such action is taken, such change is made, such transaction is consummated or such event occurs, as the case may be.

Section 1.04 Timing of Payment of Performance; Times of Day. When payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment or performance shall extend to the immediately succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. Unless otherwise specified herein, all references herein to times of day shall be references to New York City time (daylight or standard, as applicable).

ARTICLE 2

AMOUNTS AND TERMS OF COMMITMENTS

Section 2.01 The Purchase and Sale of the DIP Notes.

(a) Issuance of New Money Notes.

(i) Subject to the terms of this Agreement and the conditions in Sections 4.01 and 4.02, and in reliance upon the representations and warranties of the Note Parties contained herein, each Purchaser severally agrees to purchase from the Borrowers on the Closing Date the aggregate principal amount of New Money Notes set forth opposite such Purchaser's name in Schedule 2.01 under the heading "New Money Notes Issued at Closing".

(ii) Subject to the terms of this Agreement and the conditions in Sections 4.01 and 4.02, and in reliance upon the representations and warranties of the Note Parties contained herein, and solely to the extent required by, and provided for in, the most recent Budget as certified in writing to the Purchasers by a Responsible Officer of the Borrowers, each Purchaser severally agrees to purchase from the Borrowers, within five (5) Business Days of receipt by such Purchaser of such written certification, an aggregate principal amount of New Money Notes equal to the lesser of (i) the difference between such Purchaser's DIP Commitment and the aggregate amount of New Money Notes previously purchased from the Borrowers by such Purchaser and (ii) \$3,000,000

multiplied by the percentage (carried out to the ninth decimal place) determined by dividing such Purchaser's DIP Commitment by the aggregate DIP Commitment of all Purchasers.

(iii) All proceeds of the New Money Notes shall be deposited into a segregated account of Rockport, which, unless the Required Purchasers direct otherwise, shall be the DIP Deposit Account, and held at all times in Cash. Withdrawals from the DIP Deposit Account shall only be used in accordance with Section 5.10.

(b) Issuance of Roll Up Notes.

(i) Upon entry of the Interim Order, each Purchaser shall be deemed to have exchanged a portion of its claims arising under the Prepetition Notes, in an aggregate amount equal to the amount of such Purchaser's DIP Commitment, for Roll Up Notes on a dollar-for-dollar basis, as set forth in Schedule 2.01.

(ii) Upon entry of the Final Order, each Purchaser shall be deemed to have exchanged an additional portion of its claims arising under the Prepetition Notes, in an amount equal to such Purchaser's DIP Commitment, for Roll Up Notes on a dollar-for-dollar basis, as set forth in Schedule 2.01.

(iii) All claims arising under Prepetition Notes exchanged under this Section 2.01(b) shall be deemed repaid and no longer outstanding.

(c) Exit Fee. On the Closing Date, each Purchaser shall earn an exit fee equal to two and one half percent (2.5%) of such Purchaser's DIP Commitment, which shall be due and payable to each such Purchaser (or its designee) in immediately available funds by wire transfer to accounts designated by such Purchaser or such designee on the earlier of (i) the Maturity Date and (ii) the payment in full of the DIP Obligations and termination of the DIP Commitments.

Section 2.02 Maturity Date. The DIP Obligations shall be due and payable in full in immediately available funds by wire transfer on the Maturity Date.

Section 2.03 Interest.

(a) Interest Rate. Each DIP Note shall bear interest on the outstanding principal amount thereof daily from the date when made at a rate per annum equal to the Applicable Rate, payable monthly in kind; provided that, (i) at any time an Event of Default exists, the Applicable Rate shall automatically be increased by two (2) percentage points per annum effective as of the date upon which such Event of Default first occurred or such later date approved by the Required Purchasers in writing and (ii) any such increase described in the foregoing clause (i) may thereafter be rescinded by the Required Purchasers, notwithstanding Section 9.02. In no event shall interest payable by the Borrowers to the Purchasers hereunder exceed the maximum rate permitted under applicable law, and if any such provision of this Agreement is in contravention of any such law, such provision shall be deemed modified to limit such interest to the maximum rate permitted under such law.

(b) Interest Payment Dates. Interest on the DIP Notes shall accrue on a daily basis and shall be paid in arrears on each Interest Payment Date. On each Interest Payment Date, the principal amount of the DIP Notes shall be deemed increased by the amount of interest payable on such Interest Payment Date. Upon the request of any Purchaser at any time, the Borrowers shall promptly deliver to such Purchaser, at such Purchaser's option, (i) an amended and restated DIP Note reflecting the increased principal amount of the DIP Note held by such Purchaser on such Interest Payment Date or (ii) a new DIP Note reflecting the interest paid in kind on such Purchaser's DIP Notes on such Interest Payment Date.

(c) Computation of Interest. All computations of fees and interest payable under this Agreement shall be made based on the actual number of days elapsed in a year of 360 days. Interest and fees shall accrue during each period during which interest or such fees are computed from the first day thereof to the last day thereof.

Section 2.04 Redemption.

(a) Optional Redemption. The Borrowers may at any time redeem the DIP Notes in whole or in part (plus accrued and unpaid interest thereon and any fees applicable thereto) without premium or penalty.

Any repurchase or redemption pursuant to this Section 2.04 may be made upon at least ten (10) days' notice to the Purchasers (or such shorter period as is acceptable to the Required Purchasers) and may be performed by the Borrowers or any other Person. Any notice of redemption may be subject to one or more conditions precedent.

(b) Notice. Contemporaneously with the repurchase or redemption of any DIP Notes, the Borrower Representative shall provide the Collateral Agent with notice of such repurchase or redemption, including (i) the amount redeemed or repurchased and (ii) the name(s) of the Purchasers from whom the DIP Notes were redeemed or repurchased.

Section 2.05 Commitment and Collateral Agent Fee. On the Closing Date, the Borrowers will pay (a) to each Purchaser or any designee of such Purchaser, in immediately available funds by wire transfer to accounts designated by such Purchaser or designee prior to the Closing Date, a commitment fee (the "**Commitment Fee**") equal to two and one half percent (2.5%) of such Purchaser's DIP Commitment, and (b) to the Collateral Agent, in immediately available funds by wire transfer to an account designated by the Collateral Agent prior to the Closing Date, all fees and expenses required to be paid pursuant to the Collateral Agent Fee Letter.

Section 2.06 Reimbursement Obligations. The Borrowers and each Guarantor shall jointly and severally promptly reimburse Purchasers and the Collateral Agent, as applicable, for all reasonable out-of-pocket expenses of the Purchasers and the Collateral Agent in connection with the preparation, execution and delivery of the DIP Note Documents and any amendment or waiver with respect thereto, and the enforcement and administration thereof, including all reasonable and documented out-of-pocket fees, costs, disbursements, expenses and other charges of (a) Debevoise & Plimpton LLP, Pachulski Stang Ziehl & Jones LLP and Goodmans LLP, as counsel to the Purchasers and (b) Holland & Knight LLP, as counsel to the Collateral Agent.

Section 2.07 Withholding.

(a) Notwithstanding any other provision of this Agreement to the contrary, each Note Party shall be entitled to make a deduction or withholding from any payment which it makes under this Agreement for or on account of any present or future Taxes if and to the extent so required by applicable law (as determined in the good faith discretion of such Note Party). To the extent that amounts are so deducted and withheld by a Note Party, such deducted and withheld amounts (i) shall be remitted by such Note Party to the applicable Governmental Authority within the time and in the manner required by applicable law, and (ii) shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made by such Note Party.

(b) The Borrowers shall not be obligated to pay additional amounts to any Purchaser as a result of any withholding or deduction for or on account of any present or future Taxes with respect to the DIP Notes.

(c) Status of Purchasers.

(i) Any Purchaser that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any DIP Note Document shall deliver to the Borrowers and the Collateral Agent, at the time or times reasonably requested by the Borrowers or the Collateral Agent, such properly completed and executed documentation reasonably requested by the Borrowers or the Collateral Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Purchaser, if reasonably requested by the Borrowers or the Collateral Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrowers or the Collateral Agent, as applicable, as will enable the Borrowers and the Collateral Agent to determine whether or not such Purchaser is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Sections 2.07(c)(ii)(A), (ii)(B), (ii)(C) and (ii)(D) below) shall not be required if in the Purchaser's reasonable judgment such completion, execution or submission would subject such Purchaser to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Purchaser.

(ii) Without limiting the generality of the foregoing,

(A) any Purchaser that is not a Foreign Purchaser and is a U.S. Person within the meaning of Code Section 7701(a)(30) shall deliver to the Borrowers and the Collateral Agent on or prior to the date on which such Purchaser becomes a Purchaser under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Collateral Agent, as applicable) two executed originals of IRS Form W-9 (or any successor form) certifying that such Purchaser is exempt from U.S. federal backup withholding tax;

(B) any Foreign Purchaser that is not a U.S. Person within the meaning of Code Section 7701(a)(30) shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Collateral Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Purchaser becomes a Purchaser under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Collateral Agent) whichever of the following is applicable:

(1) in the case of a Foreign Purchaser 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 DIP Note Document, executed originals of IRS Form W-8BEN-E (or any successor form) 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 DIP Note Document, IRS Form W-8BEN-E (or any successor form) 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 originals of IRS Form W-8ECI (or any successor form);

(3) in the case of a Foreign Purchaser claiming the benefits of the exemption for portfolio interest under Section 871(h) or Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit C-1 to the effect that such Foreign Purchaser is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, is not a "10 percent shareholder" of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, and is not a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed originals of IRS Form W-8BEN-E (or any successor form); or

(4) to the extent a Foreign Purchaser is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit C-2, IRS Form W-9, and/or other certification documents (or any successor forms) from each beneficial owner, as applicable;

(C) any Foreign Purchaser shall, to the extent it is legally entitled to do so, deliver to the Borrowers and the Collateral Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Purchaser becomes a Purchaser under this Agreement (and from time to time thereafter upon the reasonable request of the Borrowers or the Collateral Agent) executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together

with such supplementary documentation as may be prescribed by applicable law to permit the Borrowers or the Collateral Agent, as applicable, to determine the withholding or deduction required to be made; and

(D) if a payment made to a Purchaser under any DIP Note Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Purchaser 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 Purchaser shall deliver to the Borrowers and the Collateral Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrowers or the Collateral Agent, as applicable, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) as may be necessary for the Borrowers and the Collateral Agent to comply with their obligations under FATCA and to determine that such Purchaser has complied with such Purchaser'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 Purchaser agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrowers and the Collateral Agent in writing of its legal inability to do so.

Section 2.08 Payment. Except as provided in Section 2.07, all payments of principal of or interest on the DIP Notes, and of all fees, shall be made by the Borrowers to Purchasers without setoff, recoupment or counterclaim and in immediately available funds at the office specified by each such Purchaser not later than 1:00 PM New York time on the date due, and funds received after that hour shall be deemed to have been received by such Purchaser on the following Business Day. Each redemption of DIP Notes pursuant to Sections 2.02 and 2.04(a) and all other payments of principal and interest shall be made Pro Rata.

Section 2.09 Transfer of DIP Notes to Eligible Assignees.

(a) Transfer of DIP Notes. The Purchasers shall be permitted to transfer the DIP Notes only to Eligible Assignees. The Borrower Representative shall keep, and shall record all transfers to Eligible Assignees in, a register which shall provide for the registration of the DIP Notes and the registration of transfers of DIP Notes (the "**Note Register**"), and the Borrower Representative shall give prompt written notice to the Collateral Agent of any such transfer or other entry in the Note Register. The principal amount of and stated rate of interest on the DIP Notes, the names and addresses of the Purchasers holding the DIP Notes, the transfer of the DIP Notes and the names and addresses of the transferees of the DIP Notes shall be registered in the Note Register. The entries in the Note Register shall be conclusive absent manifest error, and the Borrower Representative, the Collateral Agent and the Purchasers shall treat each Person whose name is recorded in the Note Register pursuant to the terms hereof as a Purchaser hereunder for all purposes of this Agreement. This Section 2.09(a) shall be construed so that the DIP Obligations are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and any related regulations (and any other

relevant or successor provisions of the Code or such regulations). Each transferee thereof shall assume the relevant Purchaser's rights and obligations hereunder, and become a Purchaser for all purposes hereunder, by executing an Assignment and Assumption. Each such transfer shall be in a minimum amount of \$1,000,000 (or such lesser amount if it constitutes the aggregate amount held by such assignor). Any Purchaser desiring to transfer or exchange any DIP Note shall first notify the Borrower Representative by delivery of an assignment notice at least five (5) Business Days in advance of such transfer. Within a reasonable time after such notice to the Borrower Representative from a Purchaser of its intention to make such transfer and without expense (other than transfer taxes, if any) to such Purchaser, the Borrowers shall:

(i) in the case of a transfer, acknowledge such transfer by executing an Assignment and Assumption and a failure to do so within five (5) Business Days shall constitute a waiver thereof by the Borrowers, with Purchasers granted a power of attorney to do so on the Borrowers' behalf;

(ii) record such transfer in the Note Register, effective as of the date of such Assignment and Assumption; and

(iii) upon surrender of the DIP Note to be transferred or a signed affidavit pursuant to Section 2.09(b) below that such DIP Note has been lost, issue in exchange therefor another DIP Note or Notes, in denominations of at least \$1,000,000 and in multiples of \$500,000 in excess of such minimum denomination (except (x) in the case of a DIP Note for the aggregate amount or the balance of the DIP Note or Notes so transferred or (y) upon the occurrence and during the continuation of an Event of Default, in which case there shall be no minimum denomination and DIP Notes shall not be required to be in multiples of \$500,000) all as requested by such Purchaser, for the same aggregate principal amount, as of the date of such issuance, as the unpaid principal amount of the DIP Note so surrendered, and having the same maturity and rate of interest, containing the same provisions and subject to the same terms and conditions as the DIP Note so surrendered (provided that no minimum shall apply to a liquidating distribution of DIP Notes to investors in a Purchaser and any DIP Notes so distributed may be subsequently transferred by such investor and its successors in the original denomination thereof without restriction under this sentence). Each new DIP Note shall be dated and bear interest from the date to which interest shall have been paid on the surrendered DIP Note or dated the date of the surrendered DIP Note if no interest shall have been paid thereon. Each new DIP Note shall be made payable to such Person or Persons, or assigns, as the Purchaser holding such surrendered DIP Note or Notes may designate in accordance with Section 9.05, and such transfer shall be made in such a manner that no gain or loss of principal or interest shall result therefrom. The Borrowers and the Collateral Agent shall have no obligation hereunder or under any DIP Note to any Person other than the Purchaser that is the registered holder of each such DIP Note.

(b) Replacement of DIP Notes. Upon receipt of evidence reasonably satisfactory to the Borrower Representative of the loss, theft, destruction or mutilation of any DIP Note and, if requested in the case of any such loss, theft or destruction, upon delivery of an indemnity bond or other agreement or security reasonably satisfactory to the Borrower Representative, or, in the case of any such mutilation, upon surrender and cancellation of such

DIP Note, the Borrowers will issue a new DIP Note, of like tenor and amount and dated the date to which interest has been paid, in lieu of such lost, stolen, destroyed or mutilated DIP Note; provided, however, that if any DIP Note held by a Purchaser that is an institutional investor is lost, stolen or destroyed, the affidavit of an authorized partner or officer of the Purchaser setting forth the circumstances with respect to such loss, theft or destruction shall be accepted as satisfactory evidence thereof, and no indemnification bond or other security shall be required as a condition to the execution and delivery by the Borrowers of a new DIP Note in replacement of such lost, stolen or destroyed DIP Note, other than such Purchaser's written agreement to indemnify the Borrowers.

(c) Restricted Notes. Purchasers acknowledge that the DIP Notes have not been registered under the Securities Act, and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, and that the Borrowers are not required to register any of the DIP Notes under the Securities Act or the Trust Indenture Act of 1939.

(d) Restrictive Legend. Each DIP Note shall bear a legend in substantially the following form:

"THIS NOTE WAS ISSUED IN A PRIVATE PLACEMENT, WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE TRANSFERRED (A) IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT COVERING THE TRANSFER OR PURSUANT TO AN EXEMPTION FROM REGISTRATION AND (B) EXCEPT IN COMPLIANCE WITH SECTIONS 2.08 AND 9.05 OF THAT CERTAIN DEBTOR-IN-POSSESSION NOTE PURCHASE AND SECURITY AGREEMENT, DATED AS OF MAY [●], 2018, BY AND AMONG THE NOTE PARTIES, THE COLLATERAL AGENT AND PURCHASERS (EACH AS DEFINED THEREIN)."

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF NOTE PARTIES

Each Note Party, on behalf of itself and its respective Subsidiaries, represents and warrants to the Purchasers and the Collateral Agent on the Closing Date that:

Section 3.01 Organization; Powers. Each Note Party and each of its Subsidiaries (a) is duly organized, validly existing and in good standing (to the extent such concept exists in such jurisdiction) under the laws of the jurisdiction of its organization, (b) subject (in the case of the Note Parties only) to the entry of the applicable Orders, has all requisite power and authority to own its property and assets and to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing in, every jurisdiction where its ownership, lease or operation of properties or conduct of its business requires such qualification; except, in each case referred to in this Section 3.01 (other than clause (a) with respect to each Borrower and clause (b) with respect to the Note Parties) where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.02 Authorization; Enforceability. Subject (in the case of the Note Parties only) to the entry of the applicable Orders, the execution, delivery and performance of each of the DIP Note Documents are within each applicable Note Party's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational action of such Note Party. Subject (in the case of the Note Parties only) to the entry of the applicable Orders, each DIP Note Document to which any Note Party is a party has been duly executed and delivered by such Note Party and is a legal, valid and binding obligation of such Note Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and to general principles of equity and principles of good faith and dealing.

Section 3.03 Governmental Approvals; No Conflicts. Subject (in the case of the Note Parties only) to the entry of the applicable Orders, the execution and delivery of the DIP Note Documents by each Note Party party thereto and the performance by such Note Party thereof (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) the Orders or (ii) such as have been obtained or made and are in full force and effect and (b) will not violate any (i) of such Note Party's Organizational Documents or (ii) any Requirements of Law applicable to such Note Party.

Section 3.04 Financial Condition; No Material Adverse Effect.

(a) The Note Parties have heretofore furnished to the Purchasers the consolidated balance sheet and related consolidated statements of income for the fiscal year ended December 31, 2016 for Rockport and its subsidiaries. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of Rockport and its subsidiaries as of such dates and for such periods in accordance with IFRS.

(b) The Note Parties have heretofore furnished to the Purchasers the consolidated balance sheets and related consolidated statements of income for the fiscal quarters ended March 31, 2017, June 30, 2017, September 30, 2017 and December 31, 2017 for Rockport and its subsidiaries. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of Rockport and its subsidiaries as of such dates and for such periods in accordance with IFRS.

(c) Since December 31, 2017, no Material Adverse Effect has occurred.

Section 3.05 Properties.

(a) As of the date of this Agreement, no Note Party owns any real property.

(b) Each Note Party and each of its Subsidiaries has good and valid fee simple title to or rights to purchase, or valid leasehold interests in, or easements or other limited property interests in, or rights to use all its Real Estate Assets and has good and marketable title to its personal property and assets, in each case, except (i) for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties and assets for their intended purposes or (ii) where the failure to have such title would not reasonably be expected to have a Material Adverse Effect. All such properties and assets are free and clear of Liens, other than Permitted Liens.

(c) The Note Parties and their Subsidiaries own or otherwise have a license or right to use all rights in patents, trademarks, service marks, trade names, domain names, copyrights and other rights in works of authorship (including all copyrights embodied in software), trade secrets and all other similar intellectual property rights (“**IP Rights**”) needed to conduct the businesses of the Note Parties and their Subsidiaries as presently conducted without, to the knowledge of the Note Parties, any infringement or misappropriation of the IP Rights or third parties, except to the extent such failure to own or license or have rights to use would not, or where such infringement or misappropriation would not, have, individually or in the aggregate, a Material Adverse Effect.

Section 3.06 Litigation and Environmental Matters.

(a) Except as set forth on Schedule 3.06(a) and except for the Cases, there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Note Party, threatened in writing against or affecting the Note Parties or any of their Subsidiaries which would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) Except for any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (i) no Note Party nor any of its Subsidiaries has received notice of any claim with respect to any Environmental Liability or knows of any basis for any Environmental Liability and (ii) no Note Party nor any of its Subsidiaries (A) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law or (B) has become subject to any Environmental Liability.

(c) None of the Note Parties nor any of their Subsidiaries has treated, stored, transported or disposed of Hazardous Materials at or from any currently or formerly operated real estate or facility relating to its business in a manner that would reasonably be expected to have a Material Adverse Effect.

Section 3.07 Compliance with Laws. Subject (in the case of the Note Parties only) to the entry of the Orders, as applicable, each Note Party and each of its Subsidiaries is in compliance with all Requirements of Law applicable to it or its property, except, in each case, where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

Section 3.08 Investment Company Status. No Note Party is an “investment company” as defined in, or is required to be registered under, the Investment Company Act of 1940, or subject to regulation under any Canadian federal, provincial, territorial, local or foreign statute, rule or regulation limiting its ability to incur Indebtedness, pledge its assets or perform its obligations under the DIP Note Documents.

Section 3.09 Taxes. Each Note Party and each of its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it that are due and payable and all written assessments received by it, except (a) Taxes that are being contested in good faith by appropriate

proceedings and for which such Note Party or such Subsidiary, as applicable, has set aside on its books adequate reserves in accordance with IFRS (or GAAP as applicable) or (b) to the extent that the failure to do so, individually or in the aggregate, would not reasonably be expected to result in liabilities in excess of \$500,000. There is no tax assessment proposed in writing against the Note Parties or their Subsidiaries that would, if made, have a Material Adverse Effect.

Section 3.10 ERISA. No ERISA Event has occurred in the five-year period prior to the date on which this representation is made or deemed made and is continuing that, when taken together with all other such ERISA Events, would reasonably be expected to result in a Material Adverse Effect.

Section 3.11 Disclosure.

(a) As of the Closing Date, all written information (other than forward-looking information and information of a general economic or industry-specific nature) that has been made available concerning the Note Parties and their Subsidiaries and prepared by or on behalf of the foregoing or their respective representatives and made available to any Purchaser or the Collateral Agent on or before the date hereof, when taken as a whole, did not, when furnished, contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time).

Section 3.12 Capitalization and Subsidiaries. Schedule 3.12 sets forth, in each case as of the Closing Date, a correct and complete list of the name, ownership and type of entity of each Note Party and each of its Subsidiaries.

Section 3.13 Security Interest in Collateral. Subject to the entry of the Interim Order (including the Intercreditor Agreement as provided therein), the provisions of this Agreement and the other DIP Note Documents create legal, valid, perfected and enforceable Liens on all of the Collateral in favor of the Collateral Agent for the benefit of itself and the other Secured Parties.

Section 3.14 Labor Disputes. As of the Closing Date, except as, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect, there are no strikes, lockouts or slowdowns against the Note Parties or any of their Subsidiaries pending or, to the knowledge of the Note Parties or any of their Subsidiaries, overtly threatened.

Section 3.15 Federal Reserve Regulations.

(a) On the Closing Date, none of the Collateral is Margin Stock and not more than 25% of the value of the assets of the Note Parties and their Subsidiaries, taken as a whole, is represented by Margin Stock.

(b) None of the Note Parties nor any of their Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of buying or carrying Margin Stock.

(c) No part of the proceeds of any DIP Notes will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of the provisions of Regulation T, U or X.

Section 3.16 Anti-Terrorism Laws.

(a) None of Rockport Blocker or any of its Subsidiaries or, to the knowledge of Rockport Blocker, any director, officer, agent or employee of any of the foregoing is, or is owned or controlled by (i) a Person on the list of "Specially Designated Nationals and Blocked Persons" or designated by the Canadian government as a "politically exposed foreign person" or "terrorist group" or similar person whose property or interests in property are blocked or subject to blocking pursuant to, or as described in any list set out in the *United National al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* or the *Criminal Code* or any other Canadian laws, regulations or orders governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures (collectively "**Canadian Sanctions Laws**"); or (ii) currently subject to any sanctions administered or enforced by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"), the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty's Treasury, or by a government of Canada pursuant to Canadian Sanctions Laws; and the Borrowers will not directly or, to the knowledge of any Borrower, indirectly use the proceeds of the DIP Notes or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, for the purpose of financing the activities of any Person currently subject to (i) any sanctions administered or enforced by OFAC, the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty's Treasury; or (ii) by a government of Canada pursuant to Canadian Sanctions Laws, except to the extent licensed or otherwise approved by any of the foregoing.

(b) To the extent applicable, each Note Party is in compliance with the (i) Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (ii) the USA PATRIOT Act, and (iii) the applicable anti-money laundering and counter-terrorism financing provisions of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Criminal Code* (Canada), the *United Nations Act* (Canada) and all other Canadian laws, rules, and regulations applicable to any Note Party from time to time concerning anti-money laundering, anti-terrorist financing, government sanction bribery or corruption ("**Canadian AML Laws**").

(c) No part of the proceeds of any DIP Note will be used, directly or, to the knowledge of any Note Party, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any applicable law, including the United States Foreign Corrupt Practices Act of 1977, as amended, *Corruption of Foreign Public Officials Act* (Canada) or similar applicable laws of any other jurisdiction.

ARTICLE 4

CONDITIONS

Section 4.01 Closing Date. The obligations of the Purchasers hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Debtor-In-Possession Note Purchase and Security Agreement and DIP Note Documents. The Purchasers (or their counsel) and the Collateral Agent shall have received from each of the Note Parties a counterpart of this Agreement signed on behalf of such party (if applicable), and each other DIP Note Document to be executed on the Closing Date, signed on behalf of such party. All DIP Note Documents shall be in form and substance satisfactory to the Required Purchasers and their counsel.

(b) Revolving Facility Consents. The Purchasers shall have received all necessary consents from the Revolving Facility Agent and the lenders under the Revolving Facility, in form and substance satisfactory to the Required Purchasers and their counsel.

(c) Closing Certificates; Certified Charters; Good Standing Certificates. The Purchasers and the Collateral Agent shall have received (i) a certificate of each Note Party, dated the Closing Date and executed by a Secretary, Assistant Secretary or other senior officer, which shall (A) certify that attached thereto is a true and complete copy of the resolutions or written consents of its board of directors, members or other governing body authorizing the execution, delivery and performance of the DIP Note Documents to which it is a party and that such resolutions or written consents have not been modified, rescinded or amended and are in full force and effect, (B) identify by name and title and bear the signatures of the officers of such Note Party authorized to sign the DIP Note Documents to which it is a party on the Closing Date and (C) certify that attached thereto is a true and complete copy of the certificate or articles of incorporation or organization (or memorandum of association or other equivalent thereof) of each Note Party certified by the relevant authority of the jurisdiction of organization of such Note Party and a true and correct copy of its by-laws or operating, management or partnership agreement and that such documents or agreements have not been amended since the date of the last amendment thereto shown on the certificate of good standing referred to below (except as otherwise attached to such certificate and certified therein as being the only amendments thereto as of such date) and (ii) a good standing certificate (to the extent such concept is known or applicable in the relevant jurisdiction) as of a recent date for each Note Party from its jurisdiction of organization.

(d) Representations and Warranties. The (i) representations and warranties of the Note Parties contained in Article 3 shall be true and correct in all material respects; provided that in the case of any such representation or warranty which expressly relates to a given date or period, such representation and warranty shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be.

(e) Fees. All reasonable and documented (in summary form) out-of-pocket fees, costs, disbursements and expenses of the Collateral Agent and the Purchasers, including all

reasonable fees, costs, disbursements and expenses of Holland & Knight LLP, as counsel to the Collateral Agent, and Debevoise & Plimpton LLP, Pachulski Stang Ziehl & Jones LLP and Goodmans LLP, as counsel to the Purchasers, shall have been paid in full in cash, to the extent invoiced to Rockport on or before the Closing Date and each Purchaser's Commitment Fee shall have been paid (or netted from the purchase price of the New Money Notes purchased by such Purchaser on the Closing Date, at the option of such Purchaser).

(f) Budget. The Purchasers shall have received a 13-week operating budget setting forth all forecasted receipts and disbursements on a weekly basis for such 13-week period beginning as of the week of the Petition Date, broken down by week, including the anticipated weekly uses of the proceeds of the New Money Notes for such period, which shall include, among other things, available cash, cash flow, trade payables and ordinary course expenses, total expenses and capital expenditures, fees and expenses relating to the DIP Notes, fees and expenses related to the Chapter 11 Cases, and working capital and other general corporate needs, with separate line items for (i) capital expenditures, (ii) fees and expenses incurred by the legal and financial advisors of the Note Parties and (iii) Committee fees and expenses, and which forecast shall be in form and substance satisfactory to the Required Purchasers (the "**Initial Budget**").

(g) First Day Motions. All first day motions filed by the Debtors and related orders entered by the Bankruptcy Court or the CCAA Court in the Cases shall be in form and substance satisfactory to the Required Purchasers.

(h) Court Documents. All material motions and other documents to be filed with and submitted to the Bankruptcy Court or the CCAA Court related to the DIP Notes and the approval thereof shall be in form and substance satisfactory to the Required Purchasers.

(i) Restraints. Other than the Orders, there shall not exist any law, regulation, ruling, judgment, order, injunction or other restraint that prohibits, restricts or imposes a materially adverse condition on the DIP Notes or the exercise by the Collateral Agent at the direction of the Purchasers of its rights as a secured party with respect to the Collateral.

(j) Material Adverse Effect. Other than, in each case, the commencement and continuation of the Cases and/or consummation of transactions contemplated by the Debtors' "first day" pleadings reviewed by the Required Purchasers, there shall have occurred no Material Adverse Effect.

(k) No Action. Other than the Cases, or as stayed upon the commencement of the Cases, there shall exist no action, suit, investigation, litigation or proceeding pending or threatened in any court or before any arbitrator or governmental instrumentality that (i) except as disclosed, if adversely determined, could reasonably be expected to result in a Material Adverse Effect or (ii) restrains, prevents or imposes materially adverse conditions upon this Agreement, the Collateral or the transactions contemplated hereby or thereby.

(l) Consents. Other than the Orders, all governmental and third party consents and approvals necessary in connection with this Agreement shall have been obtained

(without the imposition of any conditions that are not acceptable to the Collateral Agent and the Required Purchasers) and shall remain in effect.

(m) Lien. The Collateral Agent, for the benefit of the Purchasers, shall have a valid and perfected Lien on the Collateral on the basis and with the priority set forth herein.

(n) Certain Orders. (i) The Bankruptcy Court shall have entered an interim order authorizing and approving this Agreement, the DIP Notes and the transactions contemplated hereby and thereby, in form and substance satisfactory to the Required Purchasers (the "**Interim Order**"), within three (3) calendar days following the Petition Date and (ii) the CCAA Court shall have entered the Initial Recognition Order and the Supplemental Order within four (4) Business Days of the Petition Date, and such Orders shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Purchasers.

Section 4.02 Conditions to New Money Notes Purchases. The obligations of any Purchaser to purchase New Money Notes hereunder are subject to the satisfaction of each of the following conditions as of the date of such purchase (or waived in accordance with Section 9.02):

(a) Immediately prior to, and after giving effect to, the issuance of any DIP Note on such date, there shall exist no Default;

(b) The representations and warranties of the Note Parties contained in Article 3 shall be true and correct in all material respects on such date and, in each case immediately prior to, and after giving effect to, the issuance of any DIP Notes on any such date; provided that in the case of any such representation or warranty which expressly relates to a given date or period, such representation and warranty shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be;

(c) The issuance of any DIP Note on such date shall not violate any Requirement of Law and shall not be enjoined temporarily, preliminarily or permanently;

(d) No Material Adverse Effect shall have occurred;

(e) The issuance of such New Money Notes on such date complies with the Budget, subject to Permitted Variances;

(f) [As of the most recent Testing Period, there exists no Permitted Variance which is in excess of (x) 10% of projected cumulative disbursements for such Testing Period or (y) 10% of projected aggregate domestic receipts for such Testing Period]¹;

(g) With respect to any New Money Notes issued after the Closing Date (i) the Bankruptcy Court shall have entered a final order authorizing and approving this Agreement, the DIP Notes and the transactions contemplated hereby and thereby, in form and substance satisfactory to the Required Purchasers (the "**Final Order**"), (ii) the CCAA Court

¹ Note to Draft: Open point.

shall have entered the Final Order Recognition Order, which Orders (together with the Supplemental Order) shall be in full force and effect and shall not have been reversed, vacated or stayed, and shall not have been amended, supplemented or otherwise modified without the prior written consent of the Required Purchasers;

(h) With respect to any New Money Notes issued after the Closing Date, the Debtors, the Revolving Facility Administrative Agent, and the Required Purchasers shall have agreed upon an allocation of the obligations outstanding under the Revolving Facility attributable to the Canadian Debtor, which allocation is (i) payable from the proceeds realized from the sale or liquidation of Collateral (as defined in the Revolving Credit Agreement) owned by the Canadian Debtor no later than the Termination Date (as defined in the Revolving Credit Agreement), (ii) approved by the Bankruptcy Court in the Final Order and recognized by the CCAA Court in the Final Order Recognition Order, and (iii) acceptable to the Required Purchasers in their sole discretion.

(i) Other than the Orders, there shall not exist any law, regulation, ruling, judgment, order, injunction or other restraint that prohibits, restricts or imposes a materially adverse condition on this Agreement or the exercise by the Collateral Agent at the direction of the Purchasers of its rights as a secured party with respect to the Collateral.

ARTICLE 5

AFFIRMATIVE COVENANTS

Until the date that the principal of and interest on each DIP Note and all fees, expenses and other amounts payable under any DIP Note Document (other than contingent indemnification obligations for which no claim or demand has been made) have been paid in full in Cash (such date, the "**Termination Date**"), each Note Party covenants and agrees with the Purchasers and the Collateral Agent that:

Section 5.01 Financial Statements and Other Reports. The Borrower Representative will deliver to each Purchaser and the Collateral Agent:

(a) Monthly Financial Statements. Within forty-five (45) days after the end of each Fiscal Month, the monthly unaudited consolidated balance sheet of the Note Parties and their Subsidiaries as at the end of such Fiscal Month and the related consolidated statements of income and cash flows of the Note Parties and their Subsidiaries for such Fiscal Month, all in reasonable detail, together with a Financial Officer Certification with respect thereto;

(b) Quarterly Financial Statements. As soon as available, and in any event within forty-five (45) days after the end of any Fiscal Quarter, the consolidated balance sheet of the Note Parties and their Subsidiaries as at the end of such Fiscal Quarter and the related consolidated statements of income, stockholders' equity and cash flows of the Note Parties and their Subsidiaries for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, all in reasonable detail, together with a Financial Officer Certification, subject to the absence of footnotes, normal year-end adjustments and the effects of acquisition accounting;

(c) Annual Financial Statements. To the extent any of the following are prepared at any time prior to the Termination Date, with respect to the Fiscal Year ended December 31, 2017 only, promptly upon the preparation thereof, (i) consolidated balance sheet of Rockport Group as at the end of such Fiscal Year and the related consolidated statements of income, stockholders' equity and cash flows of Rockport Group for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year, in reasonable detail; and (ii) with respect to such consolidated financial statements, a report thereon of KPMG LLP or other independent certified public accountants of recognized national standing, and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of Rockport Group as at the dates indicated and the results of its operations and cash flows for the periods indicated in conformity with GAAP; provided that except as provided in the immediately succeeding proviso, financial statements need not be audited and delivery requirements will be deemed satisfied if such financial statements are in the same form as the financial statements delivered for the Fiscal Year ended December 31, 2016, are accompanied by a Financial Officer Certification and include, at a minimum, monthly reporting, income statement, balance sheet and statement of cash flows and applicable quarterly reporting, unaudited income statement, balance sheet and statement of cash flow; provided further, that financial statements with respect to the Fiscal Years ended December 31, 2017 shall be required to be audited to the extent that the Note Parties or any Affiliate thereof shall have delivered such audited financial statements to a potential purchaser in connection with such potential purchaser's evaluation of a Proposed Sale, in which case the Note Parties shall contemporaneously deliver copies of such audited financial statements to the Collateral Agent and each Purchaser in the same form delivered to such potential purchaser;

(d) Budget. Following delivery of the Initial Budget, and every four (4) weeks thereafter during the Chapter 11 Cases, an updated 13-week cash flow forecast, in each case, in form and substance satisfactory to the Required Purchasers (each such forecast approved by the Required Purchasers, along with the Initial Budget, a "**Budget**") for the subsequent 13-week period consistent with the form of the Initial Budget;

(e) Cash Flow Reports. Beginning on the second Friday after the Closing Date, weekly cash flow budget reports comparing actual cash receipts and disbursements of the Note Parties to the corresponding amounts provided in the Budget for the preceding week;

(f) Notice of Default. Promptly upon any Responsible Officer of any Note Party obtaining knowledge (i) of any Default or Event of Default or (ii) of the occurrence of any event or change that has caused or evidences or would reasonably be expected to cause or evidence, either in any case or in the aggregate, a Material Adverse Effect, a reasonably-detailed notice specifying the nature and period of existence of such condition, event or change and what action the applicable Borrower has taken, is taking and proposes to take with respect thereto;

(g) Notice of Litigation. Promptly upon any Responsible Officer of any Note Party obtaining knowledge of (i) the institution of, or written threat of, any Adverse Proceeding not previously disclosed in writing by the Note Parties to the Purchasers or (ii) any material development in any Adverse Proceeding that, in the case of either clause (i) or (ii), could reasonably be expected to have a Material Adverse Effect, written notice thereof together with

such other non-privileged information as may be reasonably available to the Note Parties to enable the Purchasers and their counsel to evaluate such matters;

(h) ERISA. Promptly upon any Responsible Officer of any Note Party becoming aware of the occurrence of any ERISA Event that could reasonably be expected to have a Material Adverse Effect, a written notice specifying the nature thereof;

(i) Information Regarding Collateral. Prompt written notice of any change (i) in any Note Party's legal name, (ii) in any Note Party's type of organization, (iii) in any Note Party's jurisdiction of organization (to the extent necessary to perfect or maintain the perfection and priority of the Collateral Agent's security interest in the applicable Collateral) or (iv) in any Note Party's organizational identification number; and

(j) Other Information. Such other certificates, reports and information (financial or otherwise) as any Purchaser may reasonably request from time to time in connection with the Note Parties' or their Subsidiaries' financial condition or business or the Cases.

Section 5.02 Existence. Except as otherwise permitted under Section 6.07, each of the Note Parties will, and will cause each of its Subsidiaries to, at all times preserve and keep in full force and effect its existence and all rights and franchises, licenses and permits material to its business except to the extent (other than with respect to the preservation of existence of any Borrower) failure to do so could not reasonably be expected to result in a Material Adverse Effect; provided that none of the Note Parties nor any of their Subsidiaries shall be required to preserve any such existence, right or franchise, licenses and permits if such Person or such Person's board of directors (or similar governing body) shall determine that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to the Purchasers.

Section 5.03 Payment of Taxes. Each of the Note Parties will, and will cause each of their Subsidiaries to, pay all Taxes imposed upon it, any of its subsidiaries or any of its properties or assets or in respect of any of its income or businesses or franchises before any penalty or fine accrues thereon; provided that no such Tax need be paid if (a) it is being contested in good faith by appropriate proceedings and adequate reserves or other appropriate provisions, as shall be required in conformity with GAAP (or IFRS, as applicable), shall have been made therefor and, in the case of a Tax or claim which has or may become a Lien against any of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral to satisfy such Tax or claim or (b) failure to pay or discharge the same could not reasonably be expected to result in liabilities in excess of \$100,000.

Section 5.04 Maintenance of Properties. Each of the Note Parties will, and will cause each of its Subsidiaries to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear and casualty and condemnation excepted, all property reasonably necessary to the normal conduct of business of the Note Parties and their Subsidiaries and from time to time will make or cause to be made all needed and appropriate repairs, renewals and replacements thereof except as expressly permitted by this Agreement or where the failure to maintain such properties could not reasonably be expected to have a Material Adverse Effect.

Section 5.05 Insurance. Each of the Note Parties will maintain or cause to be maintained, with financially sound and reputable insurers, such insurance coverage with respect to liabilities, losses or damage in respect of the assets, properties and businesses of the Note Parties and their Subsidiaries as may customarily be carried or maintained under similar circumstances by Persons engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons. Without limiting the generality of the foregoing, the Note Parties will maintain or cause to be maintained (a) flood insurance with respect to each Flood Hazard Property, in each case in compliance with the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, each as amended from time to time and (b) replacement value casualty insurance on the Collateral under such policies of insurance, with such insurance companies, in such amounts, with such deductibles, and covering such risks as are at all times carried or maintained under similar circumstances by Persons engaged in similar businesses. Each such policy of insurance shall (i) to the extent applicable, name the Collateral Agent, on behalf of the Secured Parties, as an additional insured thereunder as its interests may appear and (ii) in the case of each casualty insurance policy (including any business interruption insurance policy), contain a loss payable clause or endorsement, reasonably satisfactory in form and substance to the Purchasers that names the Collateral Agent, on behalf of the Secured Parties, as the loss payee thereunder and, to the extent available, provide for at least ten (10) days' prior written notice for any cancellation.

Section 5.06 Inspections. Each of the Note Parties will, and will cause each of its Subsidiaries to, permit any authorized representatives designated by the Required Purchasers to visit and inspect any of the properties of the Note Parties and any of their Subsidiaries at which the principal financial records and executive officers of the applicable Person are located, to inspect, copy and take extracts from its financial and accounting records, and to discuss its affairs, finances and accounts with its officers and independent public accountants and chartered professional accountants (provided that the Borrower Representative may, if it so chooses, be present at or participate in any such discussion), all upon reasonable notice, reasonable coordination in and at such reasonable times during normal business hours and as often as may reasonably be requested; provided that except as provided in the proviso below in connection with the occurrence and continuance of an Event of Default, (i) the Required Purchasers shall not exercise such rights more often than one time during any calendar year and (ii) only one such time per calendar year shall be at the expense of the Borrowers; provided, further, that when an Event of Default has occurred and is continuing, the Required Purchasers (or any of their representatives or independent contractors) may do any of the foregoing (including conducting an unlimited number of visits and inspections) at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice; provided that notwithstanding anything to the contrary herein, none of the Note Parties nor any of their Subsidiaries shall be required to disclose, permit the inspection, examination or making of copies or abstracts of, or any discussion of, any document, information, or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Purchasers (or their respective representatives or contractors) is prohibited by applicable law or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

Section 5.07 Maintenance of Books and Records. Each of the Note Parties will, and will cause its Subsidiaries to, maintain proper books of record and account, in which entries that are full, true and correct in all material respects shall be made of all material financial transactions and matters involving the assets and business of the Note Parties and their Subsidiaries, as the case may be, and permit the preparation of consolidated financial statements in accordance with GAAP to be derived therefrom.

Section 5.08 Compliance with Laws. Each of the Note Parties will comply, and shall cause each of its Subsidiaries to comply, with the requirements of all applicable laws, rules, regulations and orders of any Governmental Authority (including all Environmental Laws, ERISA, *Pension Benefits Act* (Ontario) or any similar legislation of any other jurisdiction, ITA, OFAC, USA PATRIOT Act, Canadian AML Laws, United States Foreign Corrupt Practices Act of 1977, *Corruption of Foreign Public Officials Act* (Canada) or similar applicable laws of any other jurisdiction, as amended), except to the extent the failure of any Note Party or such Subsidiary to comply could not reasonably be expected to have a Material Adverse Effect.

Section 5.09 Environmental.

(a) Environmental Disclosure. The Borrower Representative will deliver to the Purchasers:

(i) as soon as practicable following receipt thereof, copies of all environmental audits, investigations, analyses and reports of any kind or character, whether prepared by personnel of the Note Parties or any of their Subsidiaries or by independent consultants, Governmental Authorities or any other Persons, with respect to significant environmental matters at any Note Party's real property or with respect to any Environmental Claims, in each case, that might reasonably be expected to have a Material Adverse Effect;

(ii) promptly upon the occurrence thereof, written notice describing in reasonable detail (A) any Release required to be reported by the Note Parties or any of their Subsidiaries to any federal, state, provincial, territorial or local governmental or regulatory agency under any applicable Environmental Laws that could reasonably be expected to have a Material Adverse Effect, (B) any remedial action taken by the Note Parties or any of their Subsidiaries or any other Persons of which the Note Parties or any of their Subsidiaries has knowledge in response to (1) any Hazardous Materials Activities the existence of which has a reasonable possibility of resulting in one or more Environmental Claims having, individually or in the aggregate, a Material Adverse Effect or (2) any Environmental Claims that, individually or in the aggregate, have a reasonable possibility of resulting in a Material Adverse Effect and (C) any Note Party's discovery of any occurrence or condition on any real property adjoining or in the vicinity of any Facility that reasonably could be expected to have a Material Adverse Effect;

(iii) as soon as practicable following the sending or receipt thereof by the Note Parties or any of their Subsidiaries, a copy of any and all written communications with respect to (A) any Environmental Claims that, individually or in the aggregate, have a reasonable possibility of giving rise to a Material Adverse Effect,

(B) any Release required to be reported by the Note Parties or any of their Subsidiaries to any federal, state, provincial, territorial or local governmental or regulatory agency that reasonably could be expected to have a Material Adverse Effect and (C) any request made to the Note Parties or any of their Subsidiaries for information from any governmental agency that suggests such agency is investigating whether the Note Parties or any of their Subsidiaries may be potentially responsible for any Hazardous Materials Activity which is reasonably expected to have a Material Adverse Effect;

(iv) prompt written notice describing in reasonable detail (A) any proposed acquisition of stock, assets or property by the Note Parties or any of their Subsidiaries that could reasonably be expected to expose the Note Parties or any of their Subsidiaries to, or result in, Environmental Claims that could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and (B) any proposed action to be taken by the Note Parties or any of their Subsidiaries to modify current operations in a manner that could subject the Note Parties or any of their Subsidiaries to any additional material obligations or requirements under any Environmental Law that are reasonably likely to have a Material Adverse Effect; and

(v) with reasonable promptness, such other documents and information as from time to time may be reasonably requested by the Required Purchasers in relation to any matters disclosed pursuant to this Section 5.09(a).

(b) Hazardous Materials Activities, Etc. Each Note Party shall promptly take, and shall cause each of its Subsidiaries promptly to take, any and all actions necessary to (i) cure any violation of applicable Environmental Laws by such Note Party or its Subsidiaries that could reasonably be expected to have a Material Adverse Effect and (ii) make an appropriate response to any Environmental Claim against such Note Party or any of its Subsidiaries and discharge any obligations it may have to any Person thereunder, in each case, where failure to do so could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.10 Use of Proceeds.

(a) Except as otherwise agreed in writing by the Required Purchasers, proceeds of the New Money Notes shall be used only for the following purposes, in each case in accordance with and subject to the Budget: (i) working capital and general corporate purposes of the Note Parties, (ii) the payment of DIP Obligations and (iii) payment of the costs of administration of the Chapter 11 Cases, including any adequate protection payments owed to, and the costs, fees and expenses incurred by, the Purchasers and the Collateral Agent in connection with the Chapter 11 Cases.

(b) No Collateral, proceeds of the New Money Notes, any portion of the Carve-Out or any other amounts may be used directly or indirectly by any of the Note Parties, the official committee of unsecured creditors appointed in the Chapter 11 Cases (the "**Committee**"), if any, or any trustee or other estate representative appointed in the Chapter 11 Cases (or any successor case) or any other Person (or to pay any professional fees, disbursements, costs or expenses incurred in connection therewith):

(i) to seek authorization to obtain Liens that are senior to, or on a parity with, the DIP Liens or the Superpriority DIP Claims (except to the extent expressly set forth herein);

(ii) to oppose or object to any relief supported by the Purchasers; or

(iii) to investigate (including by way of examinations or discovery proceedings), prepare, assert, join, commence, support or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense or other contested matter seeking any order, judgment, determination or similar relief against, or adverse to the interests of, any of the Collateral Agent, any of the Purchasers, the Prepetition Collateral Agent, any of the purchasers under the Prepetition NPA, any of the holders of the equity of Rockport Blocker, or any of the respective officers, directors, controlling persons, employees, agents, attorneys, affiliates, assigns or successors of any of the foregoing, with respect to any transaction, occurrence, omission, action or other matter (including formal discovery proceedings in anticipation thereof), including:

(A) any claims or causes of action arising under chapter 5 of the Bankruptcy Code;

(B) any so-called "lender liability" claims and causes of action;

(C) any action with respect to the validity, enforceability, priority and extent of, or asserting any defense, counterclaim or offset to, the DIP Obligations, the Superpriority DIP Claims, the DIP Liens, the Prepetition Note Documents, the Prepetition Note Obligations or any Liens contemplated by the Prepetition Note Documents securing such Prepetition Note Obligations;

(D) any action seeking to invalidate, modify, set aside, avoid or subordinate, in whole or in part, the DIP Obligations or the Prepetition Note Obligations; or

(E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections and benefits granted to (I) the Collateral Agent or the Purchasers under this Agreement, (II) the Prepetition Collateral Agent or the purchasers under the Prepetition Note Documents or (III) the Revolving Facility Administrative Agent or the Revolving Lenders (each as defined in the Prepetition NPA).

The foregoing notwithstanding, no more than \$50,000 in the aggregate of the amounts set forth in the Budget, the Carve-Out, any Cash owned by any Note Party, proceeds of the New Money Notes or other Collateral proceeds may be used by the Committee to investigate, but not prosecute (or prepare for the prosecution of) any challenge to, the claims and Liens of (x) the Prepetition Collateral Agent or the purchasers under the Prepetition Note Documents or (y) the Revolving Facility Administrative Agent or the Revolving Lenders (each as defined in the Prepetition NPA); provided, however, that nothing in this Agreement or the Orders shall vest or confer on the Committee, or any representative of the estates, standing or authority to pursue any cause of action belonging to the Note Parties or their estates. In addition, none of the Carve-Out, any

Cash owned by any Note Party, proceeds of the New Money Notes or other Collateral proceeds shall be used in connection with preventing, hindering or delaying the Purchasers' or the Collateral Agent's enforcement or realization upon the Collateral once an Event of Default has occurred and is continuing under the DIP Note Documents.

Section 5.11 Review of Documents. The Note Parties and their Subsidiaries shall:

(a) Deliver to Purchasers and their counsel for review and comment, as soon as commercially reasonable, and in any event not less than two (2) Business Days prior to filing, all material pleadings, motions and other documents (provided that any of the foregoing relating to this Agreement shall be deemed material) to be filed on behalf of the Note Parties with the Bankruptcy Court or the CCAA Court; and

(b) Promptly deliver, upon receipt of same, to the Purchasers and their counsel copies of any term sheets, proposals, presentations or other documents, from any party, related to (i) the restructuring of the Note Parties or (ii) the sale of assets of any or all of the Note Parties.

Section 5.12 Budget.

(a) Beginning on the second Friday following the Closing Date, and on each Friday thereafter, the Note Parties shall deliver to the Purchasers a variance report (the "**Variance Report**") (i) setting forth actual cash receipts and disbursements of the Note Parties for the prior week and all variances, on a line-item and aggregate basis, from the amount set forth for such week as compared to the Initial Budget or the most recently approved Budget delivered prior to such Variance Report (as applicable) on a weekly and cumulative basis (which shall be subject to the Permitted Variances set forth in this Agreement), (ii) including explanations for all material variances and (iii) certified by the chief financial officer or chief restructuring officer of the Note Parties.

(b) The Permitted Variances shall be reported on Friday of each week on a trailing four (4) week basis pursuant to the Variance Report delivered by the Borrower Representative to the Purchasers; provided that Cash Receipts from outside the United States shall be reported on the last Friday of each month on a trailing four (4) week basis (each such reported trailing four (4) week period following the Petition Date, a "**Testing Period**").

(c) As of each Testing Period, (i) the Note Parties' aggregate domestic cash receipts (for cash receipts from within the United States, and excluding any proceeds of the New Money Notes) shall be at least 80% of the projected amounts set forth in the applicable Budget, (ii) the Note Parties' aggregate cash receipts from outside the United States shall be no less than \$500,000 of the cash receipts set forth in the applicable Budget, (iii) the Note Parties' cumulative cash disbursements shall be not more than 120% of the projected amounts set forth in the applicable Budget, calculated on an aggregate (and not a line-item) basis, and (iv) the Note Parties' cumulative disbursements for capital expenditures shall not exceed 110% of the projected amounts in the applicable Budget (such variances from the Budget, the "**Permitted Variances**").

ARTICLE 6

NEGATIVE COVENANTS

Until the Termination Date has occurred, each of the Note Parties covenant and agree with the Purchasers and the Collateral Agent that:

Section 6.01 Indebtedness. The Note Parties shall not, nor shall they permit any of their Subsidiaries to, directly or indirectly, create, incur, assume or otherwise become or remain liable with respect to any Indebtedness, except:

- (a) Indebtedness of the Borrowers or any Subsidiary incurred in respect of the Revolving Facility; provided that the aggregate principal amount (or committed amount, if applicable) of all Indebtedness incurred in reliance upon this Section 6.01(a) shall not exceed \$60,000,000, plus all interest, fees, expenses and indemnity amounts due and owing under the Loan Documents (as defined in the Revolving Credit Agreement);
- (b) Indebtedness of any Note Party owing to another Note Party and of any Subsidiary owing to a Note Party incurred pursuant to the Budget;
- (c) Indebtedness in respect of the DIP Notes;
- (d) Indebtedness in respect of the Prepetition Notes;
- (e) Indebtedness of the Note Parties or any of their Subsidiaries which may be deemed to exist pursuant to any performance and completion guaranties or customs, stay, performance, bid, surety, statutory, appeal or other similar obligations incurred in the ordinary course of business and in accordance with the Budget or in respect of any letters of credit related thereto;
- (f) Indebtedness of the Note Parties or any of their Subsidiaries in respect of commercial credit cards, stored value cards, purchasing cards and treasury management services, including Banking Services Obligations, and other netting services, overdraft protections, automated clearing-house arrangements, employee credit card programs, controlled disbursement, ACH transactions, return items and interstate depository network services and, in each case, similar arrangements and otherwise in connection with Cash management and Deposit Accounts;
- (g) (x) guaranties by the Note Parties or any of their Subsidiaries of the obligations of suppliers, customers and licensees in the ordinary course of business and in accordance with the Budget and (y) Indebtedness incurred in the ordinary course of business and in accordance with the Budget in respect of obligations of the Note Parties or any of their Subsidiaries to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services;
- (h) Indebtedness of the Note Parties or any of their Subsidiaries existing on the Closing Date and described on Schedule 6.01(h);

(i) Indebtedness of the Note Parties or any of their Subsidiaries consisting of obligations owing under dealer incentive, supply, license or similar agreements entered into in the ordinary course of business;

(j) Indebtedness of the Note Parties or any of their Subsidiaries consisting of (i) the financing of insurance premiums, (ii) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business and in accordance with the Budget and/or (iii) obligations to reacquire assets or inventory in connection with customer financing arrangements in the ordinary course of business and in accordance with the Budget;

(k) Indebtedness of the Note Parties or any of their Subsidiaries under any Derivative Transaction not entered into for speculative purposes;

(l) Indebtedness (including obligations in respect of letters of credit or bank guarantees or similar instruments with respect to such Indebtedness) incurred by the Note Parties or any of their Subsidiaries in the ordinary course of business in respect of workers' compensation claims, unemployment insurance and employment insurance (including premiums related thereto), other types of social security, pension obligations, vacation pay, health, disability or other employee benefits;

(m) Indebtedness of the Note Parties or any of their Subsidiaries representing deferred compensation to current or former directors, officers, employees, members of management and consultants of the Note Parties or any of their Subsidiaries in the ordinary course of business;

(n) unfunded pension fund and other employee benefit plan obligations and liabilities incurred by the Note Parties or any of their Subsidiaries in the ordinary course of business to the extent that such unfunded amounts would not otherwise cause an Event of Default under Section 7.01(g);

(o) without duplication of any other Indebtedness, all premiums (if any), interest (including post-petition interest and payment in kind interest), accretion or amortization of original issue discount, fees, expenses and charges with respect to Indebtedness permitted hereunder;

(p) Indebtedness in an amount equal to any Cash equity contribution received by the Note Parties to the extent not utilized to increase other covenant exceptions in this Article 6;

(q) Indebtedness of the Note Parties or any of their Subsidiaries arising from an agreement providing for the Guarantee or indemnification of operating leases of any Subsidiary.

Section 6.02 Liens. The Note Parties shall not, nor shall they permit any of their Subsidiaries to, create, incur, assume or permit or suffer to exist any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable) owned by it, whether now owned or hereafter acquired, or any income or profits therefrom, except:

(a) Liens created pursuant to the Loan Documents (as defined in the Revolving Credit Agreement) securing the Secured Obligations (as defined in the Revolving Credit Agreement), Liens created pursuant to the Prepetition Note Documents securing the Prepetition Note Obligations, and the DIP Liens;

(b) Liens for Taxes, assessments or other governmental charges or levies which are not overdue or, if overdue, obligations (i) with respect to such Taxes that are not at such time required to be paid pursuant to Section 5.03 or (ii) which are being contested in accordance with Section 5.03;

(c) statutory Liens of landlords, banks (and rights of set-off), carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law (excluding any such Lien imposed pursuant to Section 401(a)(29) or 412(n) of the Code, by ERISA or the *Pension Benefits Act* (Ontario) or similar legislation of any other jurisdiction), in each case incurred in the ordinary course of business and in accordance with the Budget (i) for amounts not yet overdue by more than thirty (30) days or (ii) for amounts that are overdue by more than thirty (30) days and that are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts;

(d) Liens incurred (i) in the ordinary course of business and in accordance with the Budget in connection with workers' compensation, unemployment insurance, employment insurance and other types of social security laws and regulations, (ii) in the ordinary course of business and in accordance with the Budget to secure the performance of tenders, statutory obligations, surety, stay, customs and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money), (iii) pursuant to pledges and deposits of Cash or Cash Equivalents in the ordinary course of business and in accordance with the Budget securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty or liability insurance to the Note Parties and their Subsidiaries and (iv) to secure obligations in respect of letters of credit or bank guarantees posted with respect to the items described in clauses (i) through (iii) above;

(e) easements, rights-of-way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not, in the aggregate, materially interfere with the ordinary conduct of the business of the Note Parties and their Subsidiaries, taken as a whole, or the use of the affected property for its intended purpose;

(f) any (i) interest or title of a lessor or sub-lessor under any lease of real estate permitted hereunder, (ii) landlord Lien permitted by the terms of any lease, (iii) restriction or encumbrance to which the interest or title of such lessor or sub-lessor may be subject or (iv) subordination of the interest of the lessee or sub-lessee under such lease to any restriction or encumbrance referred to in the preceding clause (iii);

(g) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(h) Liens in connection with any zoning, building or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any or dimensions of real property or the structure thereon;

(i) Liens that are contractual rights of setoff (i) relating to the establishment of depositary relations with banks not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Note Parties or any of their Subsidiaries to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Note Parties or any of their Subsidiaries, (iii) relating to purchase orders and other agreements entered into with customers of the Note Parties or any of their Subsidiaries in the ordinary course of business, (iv) attaching to commodity trading or other brokerage accounts incurred in the ordinary course of business and (v) encumbering reasonable customary initial deposits and margin deposits;

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

(k) Liens on assets securing judgments, awards, attachments or decrees not constituting an Event of Default under Section 7.01(f);

(l) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business and in accordance with the Budget which do not (i) interfere in any material respect with the business of the Note Parties and their Subsidiaries or (ii) secure any Indebtedness;

Section 6.03 No Further Negative Pledges. None of the Note Parties nor any of their Subsidiaries shall enter into any agreement prohibiting the creation or assumption of any Lien upon any of its properties or assets, whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Obligations, except with respect to specific property to be sold pursuant to an asset sale permitted by Section 6.08;

(a) restrictions contained in any agreement with respect to Indebtedness permitted by Section 6.01 that is secured by a Permitted Lien, but only if such restrictions apply only to the Person or Persons obligated under such Indebtedness and its or their Subsidiaries or the property or assets securing such Indebtedness;

(b) restrictions contained in the Revolving Credit Agreement or the Prepetition NPA;

(c) restrictions by reason of customary provisions restricting assignments, subletting or other transfers (including the granting of any Lien) contained in leases, subleases, licenses, sublicenses and other similar agreements entered into in the ordinary course of business and in accordance with the Budget (provided that such restrictions are limited to the relevant leases, subleases, licenses, sublicenses or other similar agreements and/or the property or assets secured by such Liens or the property or assets subject to such leases, subleases, licenses, sublicenses or other similar agreements, as the case may be);

(d) Permitted Liens and restrictions in the agreements relating thereto that limit the right of the Note Parties or any of their Subsidiaries to dispose of, transfer or encumber the assets subject to such Liens;

(e) provisions limiting the disposition or distribution of assets or property in joint venture agreements, sale-leaseback agreements, stock sale agreements and other similar agreements, which limitation is applicable only to the assets that are the subject of such agreements (or the Persons the stock of which is the subject of such agreement);

(f) restrictions on Cash or other deposits imposed by customers under contracts entered into in the ordinary course of business and in accordance with the Budget; and

(g) other restrictions or encumbrances 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 (f) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrowers, no more restrictive with respect to such encumbrances and other restrictions, taken as a whole, than those prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.04 Restricted Payments; Certain Payments of Indebtedness.

(a) The Note Parties shall not, nor shall they permit any Subsidiary to, make, directly or indirectly, any cash payment or other distribution (whether in Cash, securities or other property) on or in respect of principal of or interest on any Junior Indebtedness, including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Junior Indebtedness (collectively, “**Restricted Debt Payments**”).

Section 6.05 Restrictions on Subsidiary Distributions. Except as provided herein or in any other DIP Note Document, the Revolving Credit Agreement or in agreements with respect to refinancings, renewals or replacements of such Indebtedness permitted by Section 6.01, so long as such refinancing, renewal or replacement does not expand the scope of such contractual obligation, no Note Party shall, or permit any of its Subsidiaries to, create, or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Note Party to:

(a) pay dividends or make any other distributions on any of such Subsidiary's Capital Stock owned by any other Note Party;

(b) pay, repay or prepay any Indebtedness owed by such Note Party to any other Note Party;

(c) make loans or advances to any other Note Party; or

(d) sell, lease or transfer any of its property or assets to any other Note Party;

in each case, other than any encumbrance and/or restriction:

(i) by reason of customary provisions restricting assignments, subletting or other transfers contained in leases, subleases, licenses, sublicenses, joint venture agreements and similar agreements entered into in the ordinary course of business;

(ii) that are or were created by virtue of any Lien granted upon, transfer of, agreement to transfer or grant of, any option or right with respect to any property, assets or Capital Stock not otherwise prohibited under this Agreement;

(iii) on Cash or other deposits imposed by customers under contracts entered into in the ordinary course of business and in accordance with the Budget;

(iv) set forth in documents which exist on the Closing Date;

(v) customary net worth or similar provisions contained in real property leases entered into by the Note Parties or any of their Subsidiaries in accordance with the Budget so long as the Note Parties or such Subsidiaries have determined in good faith that such net worth or similar provisions could not reasonably be expected to impair the ability of the Note Parties or such Subsidiaries to meet their ongoing obligations; and

(vi) restrictions of the types referred to in clauses (a) through (d) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to in clauses (i) through (v) above; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are, in the good faith judgment of the Borrower Representative, no more restrictive with respect to such restrictions taken as a whole than those in existence prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing.

Section 6.06 Investments. No Note Party shall, nor shall it permit any of its Subsidiaries to, make or own any Investment in any other Person except:

(a) Cash or Investments that were Cash Equivalents at the time made;

(b) (i) Investments existing on the Closing Date in any Subsidiary and
(ii) Investments made after the Closing Date in Note Parties;

(c) Investments (i) constituting deposits, prepayments and other credits to suppliers, (ii) made in connection with obtaining, maintaining or renewing client and customer contracts and (iii) in the form of advances made to distributors, suppliers, licensors and licensees, in each case, in the ordinary course of business and in accordance with the Budget or, in the case of clause (iii), to the extent necessary to maintain the ordinary course of supplies to the Note Parties or any of their Subsidiaries;

(d) Investments existing on, or contractually committed to as of, the Closing Date and described on Schedule 6.06 and any modification, replacement, renewal or extension thereof so long as such modification, renewal or extension thereof does not increase the amount of such Investment except by the terms thereof or as otherwise permitted by this Section 6.06;

(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 in accordance with the Budget;

(f) Investments consisting of Indebtedness permitted under Section 6.01 and Permitted Liens;

(g) Investments in the ordinary course of business and in accordance with the Budget consisting of endorsements for collection or deposit and customary trade arrangements with customers;

(h) Investments (including debt obligations and Capital Stock) received (i) in connection with the bankruptcy or reorganization of any Person, (ii) in settlement of delinquent obligations of, or other disputes with, customers, suppliers and other financially troubled account debtors arising in the ordinary course of business and/or (iii) upon foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(i) loans and advances of payroll payments or other compensation to present or former employees, directors, members of management, officers, managers or consultants of the Note Parties or any of their Subsidiaries in the ordinary course of business and in accordance with the Budget;

(j) (i) Guarantees of leases (other than Capital Leases) or of other obligations not constituting Indebtedness and (ii) Guarantees of the lease obligations of suppliers, customers, franchisees and licensees of the Note Parties and their Subsidiaries, in each case in the ordinary course of business and in accordance with the Budget; and

(k) extensions of trade credit in the ordinary course of business and in accordance with the Budget; reclassification of any Investment initially made in (or reclassified as) one form into another (such as from equity to loan or vice versa); provided in each case that the amount of such Investment is not increased thereby; advances, loans, rebates and extensions of credit (including the creation of receivables) to suppliers, customers and vendors, and performance guarantees, in each case in the ordinary course of business; Investments consisting of purchases and acquisitions of inventory, supplies, material or equipment pursuant to joint marketing, joint development or similar arrangements with other Persons.

For purposes of determining compliance with this Section 6.06, in the event that a proposed Investment (or portion thereof) meets the criteria of more than one of the categories of Investments described in Section 6.06(a) through (k) above (or portions thereof), the Borrower Representative will be entitled to classify or reclassify (based on circumstances existing at the time of such reclassification) such Investment or portion thereof in any manner that complies with this Section 6.06 and such Investment will be treated as having been made pursuant to only such clause (or clauses).

Section 6.07 Fundamental Changes; Disposition of Assets. No Note Party shall, or permit any of its Subsidiaries to, enter into any transaction of merger, consolidation or amalgamation, or liquidate, wind up or dissolve or be dissolved (or suffer any liquidation or dissolution), or convey, sell, lease or sublease (as lessor or sub-lessor), transfer or otherwise dispose of, in a single transaction or in a related series of transactions, all or any part of its business, assets or property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, whether now owned or hereafter acquired, except:

- (a) a Permitted Sale;
- (b) (x) sales or leases of inventory or equipment in the ordinary course of business (including on an intercompany basis) and (y) the leasing or subleasing of real property in the ordinary course of business, in each case in accordance with the Budget;
- (c) (x) disposals of surplus, obsolete, used or worn out property or other property that, in the reasonable judgment of the Borrower Representative, is no longer useful in its business (or in the business of any Borrower or any of their respective Subsidiaries) and (y) any assets acquired in connection with the acquisition of another Person or a division or line of business of such Person which the Borrower Representative reasonably determines are surplus assets;
- (d) dispositions or sales of Cash Equivalents or other assets that were Cash Equivalents when the original Investment was made (in each case, for the fair market value thereof);
- (e) dispositions or conveyances that constitute Investments permitted pursuant to Section 6.06 or Permitted Liens;
- (f) sales, discounting or forgiveness of accounts receivable in the ordinary course of business and in accordance with the Budget or in connection with the collection or compromise thereof;
- (g) (i) termination of leases in the ordinary course of business and in accordance with the Budget and (ii) the expiration of any option agreement in respect of real or personal property;
- (h) the sale, lease, sublease, license, sublicense, consignment, conveyance or other disposition 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 with the prior written consent of the Required Purchasers;
- (i) terminations of Derivative Transactions;
- (j) the sale or discount (with or without recourse, and on customary or commercially reasonable terms) in the ordinary course of business of accounts receivable or notes receivable arising in the ordinary course of business, or the conversion or exchange of accounts receivable for notes receivable in the ordinary course of business, in each case in accordance with the Budget;

(k) disposals of inventory pursuant to promotional or similar activities in the ordinary course of business in accordance with the Budget; and

(l) the sale of inventory for cash on or before delivery at an at least fair market value price by the Note Parties to the Canadian Debtor in accordance with the Budget.

To the extent any Collateral is sold as expressly permitted by this Section 6.07 to any Person other than a Note Party, such Collateral shall automatically be sold free and clear of the Liens created by the DIP Note Documents, and the Collateral Agent shall be authorized to take, and shall take, any actions deemed appropriate in order to effect the foregoing.

Section 6.08 Sales and Lease-Backs. No Note Party shall, nor permit any of its Subsidiaries to, directly or indirectly, become or remain liable as lessee or as a guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, which any Note Party (a) has sold or transferred or is to sell or to transfer to any other Person (other than a Note Party) and (b) intends to use for substantially the same purpose as the property which has been or is to be sold or transferred by such Note Party to any Person (other than a Note Party) in connection with such lease.

Section 6.09 Transactions with Affiliates. No Note Party shall, or permit any of its Subsidiaries to, enter into or permit or suffer to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) involving payments in excess of \$50,000 in the aggregate from the Closing Date until the Termination Date with any of their Affiliates on terms that are less favorable to such Note Party, as the case may be, than those that might be obtained at the time in a comparable arm's-length transaction from a Person who is not an Affiliate; provided that the foregoing restriction shall not apply to:

(a) any transaction between or among the Note Parties to the extent permitted or not restricted by this Agreement;

(b) agreements consented to in writing by the Required Purchasers;

(c) transactions in existence on the Closing Date and described on Schedule 6.09 and any amendment thereto to the extent such amendment is not adverse to the Purchasers in any material respect;

(d) the payment of all indemnities and expenses owed to the parties to any such management or similar agreement and their respective directors, officers, members of management, employees and consultants, in each case whether currently due or paid in respect of accruals from prior periods;

(e) Guarantees permitted by Section 6.01; and

(f) the payment of customary fees, reasonable out-of-pocket costs to and indemnities provided on behalf of, current or former members of the board of directors (or similar governing body), officers, employees, members of management, consultants and independent contractors of the Note Parties and their Subsidiaries in the ordinary course of business and in accordance with the Budget.

Section 6.10 Amendments or Waivers of Organizational Documents. No Note Party shall, nor shall permit any Subsidiary to, amend or modify, in each case in a manner that is materially adverse to the Purchasers (in their capacities as such) such Person's Organizational Documents without obtaining the prior written consent of the Required Purchasers.

Section 6.11 Amendments of or Waivers with Respect to Certain Indebtedness and Other Documents. No Note Party shall, nor shall permit any Subsidiary to, amend or otherwise change (i) Junior Indebtedness (or the documentation governing the foregoing) in a manner that violates the subordination terms thereof or (ii) the subordination provisions of any Subordinated Indebtedness (other than Junior Indebtedness) (and the component definitions as used therein), in the case of this clause (iii), if the effect of such amendment or change, together with all other amendments or changes made, is materially adverse to the interests of the Purchasers (in their capacities as such).

Section 6.12 Vendor Payments. The Note Parties shall not, nor shall they permit any of their Subsidiaries to, make or commit to make payments to critical vendors (except such critical vendors set forth in the Orders or that are approved in writing by the Required Purchasers) in respect of owed amounts accrued prior to the Petition Date, in excess of amounts included in the Budget.

Section 6.13 Court Orders. The Note Parties shall not, nor shall they permit any of their Subsidiaries to, make or permit to be made any change to the Orders or any other order of the Bankruptcy Court or the CCAA Court with respect to this Agreement without the prior written consent of the Required Purchasers.

Section 6.14 Superpriority Claims. Rockport shall not, nor shall they permit any of their Subsidiaries or the Note Parties to, seek authorization for or permit the existence of any claims, other than that of the Purchasers entitled to a superpriority under section 364(c)(1) of the Bankruptcy Code or the DIP Lenders' Charge, that are senior to or *pari passu* with the Purchasers' section 364(c)(1) claim or the DIP Lenders' Charge, except for the Carve-Out, other than as expressly set forth in the Orders.

ARTICLE 7

EVENTS OF DEFAULT AND TERMINATION

Section 7.01 Events of Default. If any of the following events (each, an "**Event of Default**") shall occur, the Collateral Agent and the Purchasers shall have the remedies granted under Section 7.02:

(a) Failure To Make Payments When Due. Failure by the Note Parties to pay (i) when due any installment of principal of any DIP Note, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise; or (ii) any interest on any DIP Note or any fee or any other amount due hereunder within five (5) Business Days after the date due;

(b) Default in Other Agreements. (i) Failure of any Note Party or any of its Subsidiaries to pay when due at the stated final maturity any outstanding principal amount

payable in respect of one or more items of Indebtedness (other than Indebtedness referred to in clause (a) above) with an aggregate outstanding principal amount exceeding the Threshold Amount, in each case beyond the grace period, if any, provided therefor or (ii) breach or default by any Note Party with respect to any other term of (A) one or more items of Indebtedness with an aggregate outstanding principal amount exceeding the Threshold Amount or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness, in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder or holders of that Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, that Indebtedness to become or be declared due and payable (or redeemable) prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be;

(c) Breach of Certain Covenants. (i) Failure of any Borrower or any other Note Party to maintain insurance pursuant to Section 5.05, and such default shall not have been remedied or waived within five (5) days or (ii) failure of any Borrower or any other Note Party, to perform or comply with any term or condition contained in Section 5.01(f)(i), Section 5.02 (as it applies to the preservation of the existence of any Borrower), Section 5.10, or Article 6;

(d) Breach of Representations, Etc. Any representation, warranty or certification made or deemed made by any Note Party in any DIP Note Document or in any certificate or document required to be delivered in connection herewith or therewith (including, for the avoidance of doubt, any Perfection Certificate and any Perfection Certificate Supplement) shall be untrue in any material respect as of the date made or deemed made;

(e) Other Defaults Under DIP Note Documents. Any Note Party shall default in the performance of or compliance with any term contained herein or any of the other DIP Note Documents, other than any such term referred to in any other Section of this Article 7, and such default shall not have been remedied or waived within two (2) Business Days after receipt by the Borrower Representative of written notice from the Required Purchasers of such default;

(f) Judgments and Attachments. Any one or more final money judgments, writs or warrants of attachment or similar process involving in the aggregate at any time an amount in excess of the Threshold Amount (in either case to the extent not adequately covered by self-insurance (if applicable) or by insurance as to which a third party insurance company has been notified and not denied coverage) shall be entered or filed against any Note Party or any of their respective assets and shall remain undischarged, unvacated, unbonded or unstayed pending appeal for a period of sixty (60) days;

(g) Employee Benefit Plans. There shall occur one or more ERISA Events, which individually or in the aggregate results in liability of any Note Party in an aggregate amount which would reasonably be expected to result in a Material Adverse Effect;

(h) Change of Control. A Change of Control shall occur;

(i) Guarantees, Liens and Other DIP Note Documents. At any time after the execution and delivery thereof, (i) any material Note Guaranty for any reason, other than the occurrence of the Termination Date, shall cease to be in full force and effect (other than in

accordance with its terms) or shall be declared to be null and void or any Guarantor shall repudiate in writing its obligations thereunder (other than as a result of the discharge of such Guarantor in accordance with the terms thereof), (ii) this Agreement ceases to be in full force and effect (other than by reason of a release of Collateral in accordance with the terms hereof or the occurrence of the Termination Date) or shall be declared null and void, or (iii) any of the DIP Liens shall be unperfected or otherwise cease to be in full force and effect;

(j) Material Adverse Effect. A Material Adverse Effect shall occur;

(k) Plan of Reorganization. A plan of reorganization that has not been consented to in writing by the Required Purchasers shall be filed by the Note Parties;

(l) Court Orders. (i) Any of the Note Parties shall file a pleading seeking to modify or otherwise alter any of the Orders without the prior written consent of the Required Purchasers, (ii) an order shall be entered without the prior written consent of the Required Purchasers amending, supplementing or otherwise altering any of the Orders, (iii) there shall be a reversal, vacation or stay of the effectiveness of any Order for a period in excess of three (3) calendar days or (iv) there shall be any material violation of the terms of any Order by any of the Note Parties;

(m) Cases. (i) There shall be a dismissal of the Chapter 11 Cases or conversion of the Chapter 11 Cases to a case under Chapter 7 of the Bankruptcy Code (which dismissal or conversion shall not have been reversed, stayed or vacated within three (3) calendar days), (ii) there shall be an appointment of a Chapter 11 trustee in the Chapter 11 Cases without the prior written consent of the Required Purchasers (which appointment shall not have been reversed, stayed or vacated within three (3) calendar days) or (iii) there shall be a dismissal of the Canadian Recognition Case, a conversion of the Canadian Recognition Case under the *Bankruptcy and Insolvency Act* (Canada) other than by way of the filing of notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) with the prior written consent of the Required Purchasers, or non-recognition of either the Interim Order or the Final Order by the CCAA Court;

(n) Sale. Any of the Note Parties shall file a pleading to sell any of the Note Parties' assets outside the ordinary course of business, unless (i) such sale is a Permitted Sale and (ii) the proceeds of such sale are used to indefeasibly satisfy the DIP Obligations in full in Cash;

(o) Appointments. A responsible officer or examiner with enlarged powers relating to the operation of the business of any Borrower without the prior written consent of the Required Purchasers (which appointment shall not have been reversed, stayed or vacated within three (3) calendar days);

(p) Milestones. There shall be a failure to meet a Milestone, unless such Milestone is extended or waived within two (2) Business Days of such failure by the prior written consent of the Required Purchasers;

(q) Priority of Claims. There shall be (i) a grant of relief from the automatic stay in the Chapter 11 Cases to permit foreclosure or enforcement on Collateral of any of the Note Parties that has a book or fair market value of \$100,000 or more, (ii) a filing by the Note

Parties (or by another party with the support of the Note Parties) of a motion seeking entry of, or the entry of an order, granting any superpriority claim or Lien (except as contemplated herein) which is senior to or *pari passu* with the DIP Obligations or the DIP Lenders' Charge, (iii) a challenge by the Note Parties (or by another party with the support of the Note Parties) to the validity or enforceability of the Prepetition Note Obligations or related Liens or the DIP Lenders' Charge, (iv) a payment of or grant of adequate protection with respect to debt accrued prior to the Petition Date, other than as expressly provided herein or consented to in writing by the Required Purchasers or (v) a cessation of the DIP Liens or the Superpriority DIP Claims to be valid, perfected and enforceable in all respects;

(r) Plan Exclusivity. There shall be an expiration or termination of the plan exclusivity of the Note Parties;

(s) Adherence to Budget. Any of the Note Parties shall use any Collateral or New Money DIP Note proceeds for any item other than those set forth in, and in accordance with, the Budget and as approved by the Bankruptcy Court or the Note Parties shall fail to comply with any term or condition in Section 5.12; or

(t) Subrogation Rights. Any of the Note Parties shall assert any right of subrogation or contribution against any other Note Party unless all DIP Obligations are paid in full and the DIP Commitments are terminated.

Section 7.02 Remedies. Without further order from the Bankruptcy Court or the CCAA Court, and subject to the terms of the Orders and the other provisions contained herein, the automatic stay provisions of section 362 of the Bankruptcy Code shall be vacated and modified to the extent necessary to permit the Collateral Agent and the Purchasers to exercise, upon the occurrence and during the continuance of any Event of Default, all rights and remedies provided for in this Agreement, and to take any or all of the following actions without further order of or application to the Bankruptcy Court or the CCAA Court (as applicable): (a) immediately terminate the Note Parties' limited use of any proceeds of the DIP Notes owned by such Note Parties; (b) cease purchasing any DIP Notes; (c) declare all DIP Obligations to be immediately due and payable; (d) sweep all funds contained in the DIP Deposit Account; (e) immediately set-off any and all amounts in accounts maintained by the Note Parties with the Collateral Agent or the Purchasers against the DIP Obligations, or otherwise enforce any and all rights against the Collateral in the possession of any of the applicable Purchasers, including disposition of the DIP Priority Collateral solely for application towards the DIP Obligations; and (f) take any other actions or exercise any other rights or remedies permitted under the Orders, this Agreement or applicable law to effect the repayment of the DIP Obligations; provided, however, that prior to the exercise of any right in clauses (a), (e) or (f) of this paragraph, the Collateral Agent shall provide five (5) calendar days' written notice to the Note Parties and the Committee (if formed) of the Collateral Agent's intent to exercise its rights and remedies; provided, further, that none of the Note Parties, the Committee nor any other party-in-interest shall have the right to contest the enforcement of the remedies set forth in the Orders and this Agreement on any basis other than an assertion that an Event of Default has not occurred or has been cured within the cure periods expressly set forth in this Agreement. The Note Parties shall cooperate fully with the Collateral Agent and Purchasers in their exercise of rights and remedies, whether against the Collateral or otherwise. The Note Parties waive any right to seek relief under the Bankruptcy Code, including

under section 105 thereof, to the extent that such relief would restrict or impair the rights and remedies of the Collateral Agent and the Purchasers set forth in the Orders and in this Agreement.

Section 7.03 Termination. Upon the occurrence and during the continuance of an Event of Default, the Required Purchasers may, by written notice to the Collateral Agent, the Borrowers, their counsel, the U.S. Trustee and counsel for any Committee, terminate this Agreement, declare the DIP Obligations to be immediately due and payable and exercise (or cause the Collateral Agent to exercise) all rights and remedies under this Agreement and the Orders.

ARTICLE 8

PURCHASER REPRESENTATIONS AND WARRANTIES

Each Purchaser, severally, but not jointly or jointly and severally, represents and warrants to the Borrowers as to matters affecting itself that:

Section 8.01 Securities Law Compliance. Such Purchaser (a) is an “accredited investor”, as that term is defined in Regulation D under the Securities Act and (b) has such knowledge, skill, sophistication and experience in business and financial matters, based on actual participation, that it is capable of evaluating the merits and risks of the purchase and sale of the DIP Notes from the Borrowers and the suitability thereof for such Purchaser. The DIP Notes to be acquired by such Purchaser pursuant to this Agreement are being or will be acquired for its own account and with no intention of distributing or reselling such securities (within the meaning of the Securities Act) or any part thereof in any transaction that would be in violation of the securities laws of the United States of America, or any state, without prejudice, however, to its right at all times to sell or otherwise dispose of all or any part of the DIP Notes under an effective registration statement under the Securities Act, or under an exemption from such registration available under the Securities Act, and subject, nevertheless, to the disposition of its property being at all times within its control. If such Purchaser should in the future decide to dispose of any of the DIP Notes, such Purchaser understands and agrees that it may do so only in compliance with the Securities Act and applicable state securities laws, as then in effect. Such Purchaser agrees to the imprinting of a legend on certificates representing all of the DIP Notes to such effect.

Section 8.02 Broker's, Finder's or Similar Fees. Such Purchaser did not employ any broker or finder in connection with the transactions contemplated in this Agreement.

Section 8.03 Source of Funds. Each Purchaser severally represents that at least one of the following statements is an accurate representation as to each source of funds (a “**Source**”) to be used by such Purchaser to pay the purchase price of the DIP Notes to be purchased by such Purchaser hereunder:

(a) the Source is an “insurance company general account” (as the term is defined in the United States Department of Labor’s Prohibited Transaction Exemption (“**PTE**”) 95-60) in respect of which the reserves and liabilities (as defined by the annual statement for life

insurance companies approved by the NAIC (the “**NAIC Annual Statement**”)) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser’s state of domicile; or

(b) the Source is a separate account that is maintained solely in connection with such Purchaser’s fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(c) the Source is either (i) an insurance company pooled separate account, within the meaning of PTE 90-1 or (ii) a bank collective investment fund, within the meaning of PTE 91-38 and, except as disclosed by such Purchaser to the Borrower Representative in writing pursuant to this clause (c), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(d) the Source constitutes assets of an “investment fund” (within the meaning of Part VI of PTE 84-14 (the “**QPAM Exemption**”)) managed by a “qualified professional asset manager” or “QPAM” (within the meaning of Part VI of the QPAM Exemption), no employee benefit plan’s assets that are managed by the QPAM in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, represent more than 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, neither the QPAM nor a person controlling or controlled by the QPAM maintains an ownership interest in Rockport Group that would cause the QPAM and Rockport Group to be “related” within the meaning of Part VI(h) of the QPAM Exemption and (i) the identity of such QPAM and (ii) the names of any employee benefit plans whose assets in the investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Part VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization, represent 10% or more of the assets of such investment fund, have been disclosed to the Borrower Representative in writing pursuant to this clause (d); or

(e) the Source constitutes assets of a “plan(s)” (within the meaning of Part IV(h) of PTE 96-23 (the “**INHAM Exemption**”)) managed by an “in-house asset manager” or “INHAM” (within the meaning of Part IV(a) of the INHAM Exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of “control” in Part IV(d)(3) of the INHAM Exemption) owns a 10% or more interest in Rockport Group and (i) the identity of

such INHAM and (ii) the name(s) of the employee benefit plan(s) whose assets constitute the Source have been disclosed to Rockport Group in writing pursuant to this clause (e); or

(f) the Source is a governmental plan; or

(g) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Borrower Representative in writing pursuant to this clause (g); or

(h) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this Section 8.03, the terms “employee benefit plan,” “governmental plan,” and “separate account” shall have the respective meanings assigned to such terms in Section 3 of ERISA.

ARTICLE 9

MISCELLANEOUS

Section 9.01 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to 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 email, as follows:

(i) if to any Note Party, to the Borrower Representative at:

The Rockport Group, LLC
1220 Washington Street
West Newton, MA 02465
Attn: Karla L. Jarvis
Tel.: (617) 213-6063
Email: Karla.Jarvis@rockport.com

with copies to:

Richards, Layton & Finger, P.A.
920 North King Street
Wilmington, DE 19801
Attn: Mark D. Collins
Tel: (302) 651-7531
Email: Collins@rlf.com

(ii) if to any Purchaser, to

Crescent Capital Group LP
1251 Avenue of the Americas, Suite 4700
New York, NY 10020
Attn: Daniel Honecker
Tel: (212) 364-0200
Fax: (212) 364-0214
Email: Daniel.Honeker@crescentcap.com

and

KKR Credit Advisors (US) LLC
555 California Street, 50th Floor
San Francisco, CA 94104
Attn: General Counsel
Tel: (415) 315-3620
Fax: (415) 391-3330
Email: KKRCreditLegal@kk.com,
lauren.krueger@kk.com, and
elena.plesco@kk.com

and

GoldPoint Partners LLC
51 Madison Avenue, Suite 1600
New York, NY 10010
Attn: Thomas Haubenstricker, Amanda Parness, Scott Iorio,
Lorne Smith, GoldPoint Reporting
Tel: (212) 576-6500
Fax: (212) 576-5591
Email: thaubenstricker@goldpointpartners.com,
aparness@goldpointpartners.com,
siorio@goldpointpartners.com,
lsmith@goldpointpartners.com., and
gppnotices@goldpointpartners.com

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

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attn: My Chi To
Tel.: (212) 909-6000
Fax: (212) 909-6836
Email: mcto@debevoise.com

(iii) if to the Collateral Agent, at

Cortland Capital Market Services LLC
225 West Washington Street, 9th Floor
Chicago, IL 60606
Attn: Chris Capezuti
Tel.: (312) 564-5100
Fax: (917) 720-2883
Email: Cortland_Successor_Agent@cortlandglobal.com

with copies to:

Cortland Capital Market Services LLC
225 West Washington Street, 9th Floor
Chicago, IL 60606
Attn: Legal Department
Tel.: (312) 564-5100
Fax: (312) 376-0751
Email: legal@cortlandglobal.com

and

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, IL 60603
Attn: Joshua Spencer
Tel.: (312) 715-5709
Fax: (312) 578-6666
Email: joshua.spencer@hklaw.com

All such notices and other communications (A) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof or three (3) Business Days after dispatch if sent by certified or registered mail, in each case, delivered, sent or mailed (properly addressed) to such party as provided in this Section 9.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 9.01 or (B) sent by facsimile shall be deemed to have been given when sent and when receipt has been confirmed by telephone; provided that received notices and other communications sent by telecopier 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) Notices and other communications to the Purchasers hereunder may be delivered or furnished by electronic communications (including e-mail and Internet or Intranet websites) pursuant to procedures set forth herein or otherwise approved by the applicable

Purchasers. The Borrower Representative (on behalf of the Note Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures set forth herein or otherwise approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient and (ii) posted to an Internet or Intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

Section 9.02 Waivers; Amendments.

(a) No failure or delay by the Collateral Agent or any Purchaser in exercising any right or power hereunder or under any other DIP Note Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent and the Purchasers hereunder and under any other DIP Note Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any DIP Note Document or consent to any departure by any Note Party therefrom shall in any event be effective unless the same shall be permitted by clause (b) of this Section 9.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

(b) Subject to clauses (A) and (B) below, neither this Agreement nor any other DIP Note Document nor any provision hereof or thereof may be waived, amended or modified, except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower Representative and the Required Purchasers or (ii) in the case of any other DIP Note Document (other than any such amendment to effectuate any modification thereto expressly contemplated by the terms of such other DIP Note Documents), pursuant to an agreement or agreements in writing entered into by the Required Purchasers and the Note Party or Note Parties that are parties thereto, with the prior written consent of the Required Purchasers; provided that, notwithstanding the foregoing:

(A) no such agreement shall, without the prior written consent of each Purchaser directly and adversely affected thereby:

(1) reduce or forgive the principal amount of any DIP
Note;

(2) extend the scheduled final maturity of any DIP Note or the date of any scheduled payment of interest;

(3) reduce the rate of interest (other than to waive any obligations of the applicable Borrower to pay interest at the default rate of interest under Section 2.03(a)) or the amount of any scheduled payment of interest; or

(4) amend or modify the provisions of Section 2.08 (with respect to *pro rata* allocation among Purchasers); and

(B) no such agreement shall:

(1) change any of the provisions of this Section 9.02 or the definitions of "Required Purchasers" to reduce any of the voting percentages required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the prior written consent of each Purchaser;

(2) release all or substantially all of the Collateral (except as otherwise permitted herein or in the other DIP Note Documents, including pursuant to Article 13 or Section 10.12 hereof), without the prior written consent of each Purchaser;

(3) release all or substantially all of the value of the Note Guaranty (except as otherwise permitted herein or in the other DIP Note Documents, including pursuant to Section 10.12 hereof), without the prior written consent of each Purchaser; or

(4) unless in writing and signed by the Collateral Agent in addition to the Purchasers required hereunder, affect the rights or duties of, or any fees or other amounts payable to, the Collateral Agent under this Agreement or any other DIP Note Document.

Notwithstanding anything to the contrary contained in this Section 9.02 or any other provision of this Agreement or any other DIP Note Document, (i) guarantees, collateral security agreements, pledge agreements and related documents (if any) executed by the Note Parties in connection with this Agreement may be in a form reasonably determined by the Required Purchasers (and if a party thereto, the Collateral Agent) and may be amended, supplemented and/or waived with the prior written consent of the Required Purchasers at the request of the Borrower Representative without the input or need to obtain the consent of any other Purchasers to (x) comply with local law or advice of local counsel or (y) to cause such guarantees, collateral security agreements, pledge agreements or other document to be consistent with this Agreement and the other DIP Note Documents, (ii) if the Required Purchasers and the Borrower Representative have jointly identified any ambiguity, mistake, defect, inconsistency, obvious error or any error or omission of a technical nature or any necessary or desirable technical change, in each case, in any provision of the DIP Note Documents, then the Required Purchasers and the Borrower Representative shall be permitted to amend such provision solely to address

such matter as reasonably determined by them acting jointly and (iii) notice of any waiver, amendment or modification of a DIP Note Document to which the Collateral Agent is not a party shall be provided by Crescent to the Collateral Agent.

Section 9.03 Expenses; Indemnity; Damage Waiver.

(a) Each Borrower and each Guarantor shall jointly and severally pay promptly, regardless of whether any DIP Notes are ever actually issued, all reasonable out-of-pocket fees, costs, disbursements and expenses of the Collateral Agent and the Purchasers (including all reasonable fees, costs, disbursements and expenses of Debevoise & Plimpton LLP, Pachulski Stang Ziehl & Jones LLP and Goodmans LLP, as counsel to the Purchasers and of Holland & Knight LLP, as counsel to the Collateral Agent) in connection with the negotiation, preparation, execution and delivery of this Agreement or the enforcement and administration thereof (including in connection with any amendments, modifications or waivers of the provisions of any DIP Note Documents (whether or not the transactions contemplated thereby shall be consummated)), including, for the avoidance of doubt, reasonable fees and expenses incurred in connection with the Chapter 11 Cases and the enforcement, collection or protection of each of their rights in connection with the DIP Note Documents, including each of their rights under this Section 9.03, or in connection with the DIP Notes issued hereunder.

(b) The Note Parties shall jointly and severally indemnify and hold harmless the Collateral Agent, each Purchaser and each of their Affiliates and each of the respective officers, directors, employees, controlling persons, agents, advisors, attorneys and representatives of each (each, an **"Indemnified Party"**) from and against any and all claims, damages, losses, liabilities and expenses (including reasonable fees and disbursements of counsel), joint or several, that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or relating to any investigation, litigation or proceeding or the preparation of any defense with respect thereto, arising out of or in connection with or relating to this Agreement, the DIP Notes or the transactions contemplated thereby, or any use made or proposed to be made with the proceeds of the DIP Notes, whether or not such investigation, litigation or proceeding is brought by any Note Party or any of its Subsidiaries, any shareholders or creditors of the foregoing, an Indemnified Party or any other person, or an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated, except, with respect to any Indemnified Party, to the extent such claim, damage, loss, liability or expense is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from the bad faith, gross negligence or willful misconduct of such Indemnified Party or any of such Indemnified Party's affiliates or their respective principals, directors, officers, employees, representatives, agents, attorneys or third party advisors. No Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to any Note Party or any of its Subsidiaries or creditors of the foregoing for or in connection with the transactions contemplated hereby, except, with respect to any Indemnified Party, to the extent such liability is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted solely from the bad faith, gross negligence or willful misconduct of such Indemnified Party or any of such Indemnified Party's affiliates or their respective principals, directors, officers, employees, representatives, agents, attorneys or third party advisors. In no event, however, shall any person be liable on any theory of liability for any special, indirect, consequential or punitive damages.

(c) To the extent that the Borrowers for any reason fail to indefeasibly pay any amount required under Section 9.03(b) to be paid by them to any Indemnified Party, each Purchaser severally agrees to pay to such Indemnified Party such Purchaser's pro rata share (based upon the then-current outstanding principal amount of the DIP Obligations owed to such Purchaser, or if all DIP Obligations have been paid in full, based upon the principal amount of DIP Obligations owed to such Purchasers as of the last date on which any principal DIP Obligations remained outstanding) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Collateral Agent (or any such sub-agent) in its capacity as such, or against any Related Parties of any of the foregoing acting for the Collateral Agent (or any such sub-agent) in connection with such capacity. Nothing set forth in this paragraph shall limit the Indemnifying Parties' indemnification obligations under this Agreement.

Section 9.04 Waiver of Claim. To the extent permitted by applicable law, no party to this Agreement shall assert, and each hereby waives, any claim against any other party hereto or any Related Party thereof, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated hereby, any DIP Note or the use of the proceeds thereof, except, in the case of a claim by any Indemnified Party against any of the Borrowers, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section 9.03.

Section 9.05 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 assigns permitted hereby, except that (i) the Note Parties may not assign or otherwise transfer any of their rights or obligations hereunder without the prior written consent of the Required Purchasers (and any attempted assignment or transfer by the Borrowers without such consent shall be null and void) and (ii) no Purchaser may assign or otherwise transfer its rights or obligations hereunder except in accordance with Section 2.09 (any attempted assignment or transfer not complying with the terms of this Section 9.05 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 and, to the extent expressly contemplated hereby, the Related Parties of each of the Purchasers and the Collateral Agent) any legal or equitable right, remedy or claim under or by reason of this Agreement.

Section 9.06 Survival. All covenants, agreements, representations and warranties made by the Note Parties and the Purchasers in the DIP Note Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other DIP Note Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the DIP Note Documents and the issuance and sale of any DIP Notes, regardless of any investigation made by any such other party or on its behalf, and shall continue in full force and effect until the Termination Date. The provisions of Sections 9.03 and 9.12 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the DIP Notes, the occurrence of the Termination Date or the termination of this Agreement or any provision hereof but in each case, subject to the limitations set forth in this Agreement.

Section 9.07 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other DIP Note Documents and any separate letter agreements with respect to fees payable to the Collateral Agent 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 each Note Party and when the Purchasers and the Note Parties shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 9.08 Severability. To the extent permitted by law, any provision of any DIP Note Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 9.09 Governing Law; Jurisdiction; Consent to Service of Process.

(a) THIS AGREEMENT AND THE OTHER DIP NOTE DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DIP NOTE DOCUMENT (EXCEPT, AS TO ANY OTHER DIP NOTE 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, EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE.

(b) EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND THE OTHER DIP NOTE DOCUMENTS TO WHICH IT IS A PARTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE “**NEW YORK SUPREME COURT**”) AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE “**FEDERAL DISTRICT COURT**” AND, TOGETHER WITH THE NEW YORK SUPREME COURT, THE “**NEW YORK COURTS**”) AND APPELLATE COURTS FROM EITHER OF THEM EXCEPT TO THE EXTENT THAT THE PROVISIONS OF THE BANKRUPTCY CODE ARE

APPLICABLE AND SPECIFICALLY CONFLICT WITH THE FOREGOING; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (A) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE DIP NOTE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 9.09 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE REVOLVING FACILITY ADMINISTRATIVE AGENT OR THE COLLATERAL AGENT, (B) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT AND (C) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION.

(II) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(III) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE NOTE PARTIES, THE APPLICABLE PURCHASER OR THE REVOLVING FACILITY ADMINISTRATIVE AGENT, AS THE CASE MAY BE, AT THE ADDRESS SPECIFIED IN SECTION 9.01 OR AT SUCH OTHER ADDRESS OF WHICH THE REVOLVING FACILITY ADMINISTRATIVE AGENT, ANY SUCH PURCHASER AND THE NOTE PARTIES SHALL HAVE BEEN NOTIFIED PURSUANT THERETO;

(IV) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR (SUBJECT TO CLAUSE (A) ABOVE) SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION; AND

(V) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION 9.09 ANY CONSEQUENTIAL OR PUNITIVE DAMAGES.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION 9.09, THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY ACTION OR DISPUTE INVOLVING, RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE OTHER DIP NOTE DOCUMENTS.

(c) TO THE EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL) DIRECTED TO IT AT ITS ADDRESS FOR NOTICES AS PROVIDED FOR IN SECTION 9.01. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY OBJECTION TO SUCH SERVICE OF PROCESS AND FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY ACTION OR PROCEEDING COMMENCED HEREUNDER OR UNDER ANY DIP NOTE DOCUMENT THAT SERVICE OF PROCESS WAS INVALID AND INEFFECTIVE. NOTHING IN THIS AGREEMENT OR ANY OTHER DIP NOTE DOCUMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

Section 9.10 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER DIP NOTE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (b) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.10.

Section 9.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Section 9.12 Confidentiality. Each Purchaser and the Collateral Agent agrees to maintain the confidentiality of the Confidential Information (as defined below), except that Confidential Information may be disclosed (a) to its and its Affiliates' directors (or equivalent managers), officers, employees, independent auditors or other agents, experts and advisors, including accountants, legal counsel and other advisors (collectively, the "**Representatives**") on a "need to know" basis solely in connection with the transactions completed hereby and who are informed of the confidential nature of such Confidential Information and are or have been advised of their obligation to keep such Confidential Information of this type confidential; provided that such Person shall be responsible for its Affiliates' and their Representatives' compliance with this paragraph, (b) upon the demand or request of any regulatory (including any

self-regulatory body, such as the NAIC), governmental or administrative authority purporting to have jurisdiction over such Person or its Affiliates (in which case such Person shall (i) except with respect to any audit or examination conducted by bank accountants or any Governmental Authority exercising examination or regulatory authority, to the extent permitted by law, inform the Borrower Representative promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (c) to the extent compelled by legal process in, or reasonably necessary to, the defense of such legal, judicial or administrative proceeding, in any legal, judicial or administrative proceeding or otherwise as required by applicable Requirements of Law, rule or regulation (in which case such party shall (i) to the extent permitted, inform the Borrower Representative promptly in advance thereof and (ii) use commercially reasonable efforts to ensure that any such information so disclosed is accorded confidential treatment), (d) in connection with the exercise of any remedies hereunder or under any other DIP Note Document or the enforcement of rights hereunder or thereunder, (e) to any other party to this Agreement, (f) subject to an acknowledgment and agreement by such recipient that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to the Borrower Representative, to (i) any Eligible Assignee of, or any prospective Eligible Assignee of, any of its rights or obligations under this Agreement (in each case other than a Disqualified Institution), (ii) to actual or prospective lenders, or (iii) any actual or prospective, direct or indirect contractual counterparty (or its advisors) to any swap or derivative transaction (including any credit default swap) or similar derivative product relating to the Note Parties and their obligations subject to acknowledgment and agreement by such recipient that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to the Borrower Representative), (g) with the prior written consent of the Borrower Representative, (h) to Moody's or S&P in connection with obtaining ratings for the Borrower Representative or the DIP Notes, (i) to the extent applicable and reasonably necessary or advisable, for purposes of establishing a "due diligence" defense and (j) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this Section 9.12 by such Person, its Affiliates or their respective Representatives or (ii) becomes available to the Collateral Agent or any Purchaser on a non-confidential basis other than as a result of a breach of this Section 9.12 from a source other than a Note Party. For the purposes of this Section 9.12, "**Confidential Information**" means all information received from any Note Party relating to the Note Parties or their businesses or the Transactions other than any such information that is available to any Purchaser on a non-confidential basis prior to disclosure by any Note Party. For the avoidance of doubt, (x) in no event shall any disclosure of such Confidential Information be made to any Disqualified Institution (at the time such disclosure was made) and (y) nothing herein shall prohibit any Purchaser from providing a general description of the transactions contemplated hereby, the Note Parties and their businesses and the performance of such Purchaser's investment therein to investors and prospective investors in such Purchaser or in funds managed by the manager of such Purchaser.

Section 9.13 No Fiduciary Duty. The Collateral Agent, each Purchaser and their respective Affiliates (collectively, solely for purposes of this paragraph, the "**Purchasers**"), may have economic interests that conflict with those of the Note Parties, their stockholders and/or their respective affiliates. Each Note Party agrees that nothing in the DIP Note Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or

other implied duty between any Purchaser, on the one hand, and any Note Party, its respective stockholders or its respective affiliates, on the other. The Note Parties acknowledge and agree that: (i) the transactions contemplated by the DIP Note Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Purchasers, on the one hand, and each Note Party, on the other and (ii) in connection therewith and with the process leading thereto, (x) no Purchaser has assumed an advisory or fiduciary responsibility in favor of any Note Party, its respective stockholders or its respective affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Purchaser has advised, is currently advising or will advise any Note Party, its respective stockholders or its respective Affiliates on other matters) or any other obligation to any Note Party except the obligations expressly set forth in the DIP Note Documents and (y) each Purchaser is acting solely as principal and not as the agent or fiduciary of such Note Party, its respective management, stockholders, creditors or any other Person. Each Note Party acknowledges and agrees that such Note Party has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Note Party agrees that it will not claim that any Purchaser owes a fiduciary or similar duty to such Note Party in connection with such transaction or the process leading thereto.

Section 9.14 Several Obligations; Violation of Law. The respective obligations of the Purchasers hereunder are several and not joint and the failure of any Purchaser to perform any of its obligations hereunder shall not relieve any other Purchaser from any of its obligations hereunder.

Section 9.15 USA PATRIOT Act. The Collateral Agent and each Purchaser that is subject to the requirements of the USA PATRIOT Act hereby notifies the Note Parties that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrowers and each DIP Note Guarantor, which information includes the name and address of each Note Party and other information that will allow the Collateral Agent and such Purchaser to identify the Note Parties in accordance with the USA PATRIOT Act.

Section 9.16 Conflicts. In the event of a conflict between, or inconsistency among, any of the Orders, on the one hand, and any other DIP Note Document, on the other hand, the Orders, as the case may be, shall control.

Section 9.17 Surcharge; Marshalling Obligations.

(a) No Person will be permitted to surcharge the Collateral under section 506(c) of the Bankruptcy Code, nor shall any costs or expenses whatsoever be imposed against the Collateral, except for the Carve-Out. Upon the termination of this Agreement and the dismissal of the Chapter 11 Cases, the Bankruptcy Court will retain jurisdiction over the Collateral for the purpose of enforcing this Section 9.17(a).

(b) The Purchasers shall not be subject to any equitable remedy of marshalling. The Purchasers shall be entitled to all of the rights and benefits of section 552(b) of

the Bankruptcy Code and the “equities of the case” exception under section 552(b) of the Bankruptcy Code shall not apply to the Purchasers with respect to the proceeds, products, offspring or profits of any of the Collateral.

ARTICLE 10

NOTE GUARANTY

Section 10.01 Guaranty. Each DIP Note Guarantor hereby agrees that it is jointly and severally liable for, and, as primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to each Secured Party the full and prompt payment upon the failure of the Borrowers to do so, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the DIP Obligations (collectively the “**Guaranteed Obligations**”). Each DIP Note Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each DIP Note Guarantor, unconditionally and irrevocably, promises to pay such Guaranteed Obligations to the Secured Parties, on demand, together with any and all expenses which may be incurred by any of the Secured Parties in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with Section 2.06. Each DIP Note Guarantor unconditionally and irrevocably guarantees the payment of any and all of the Guaranteed Obligations to the Secured Parties whether or not due or payable by the Borrowers upon the occurrence of any Event of Default specified in Sections 7.01(f) or 7.01(g), and in such event, irrevocably and unconditionally promises to pay such indebtedness to the Secured Parties, on demand, in lawful money of the United States.

Section 10.02 Guaranty of Payment. This Note Guaranty is a guaranty of payment and not of collection. Each DIP Note Guarantor waives any right to require the Collateral Agent or any Purchaser to sue the Borrowers, any other DIP Note Guarantor, any other guarantor or any other Person obligated for all or any part of the Guaranteed Obligations (each, an “**Obligated Party**”), or otherwise to enforce its rights in respect of any Collateral securing all or any part of the Guaranteed Obligations. The Secured Parties may enforce this Note Guaranty upon the occurrence and during the continuance of an Event of Default.

Section 10.03 No Discharge or Diminishment of Note Guaranty.

(a) Except as otherwise provided for herein, the obligations of each DIP Note Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than as set forth in Section 10.12), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other guarantor of or other Person liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets, or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any DIP Note Guarantor may

have at any time against any Obligated Party, any Secured Party or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by the applicable Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the applicable Borrower or (ix) any payment made to any Secured Party on the Guaranteed Obligations which any such Secured Party repays to the applicable Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each DIP Note Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(b) Except for termination of a DIP Note Guarantor's obligations hereunder or as expressly permitted by Section 10.12, the obligations of each DIP Note Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any DIP Note Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of any Secured Party to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other guarantor or of other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by any Secured Party with respect to any Collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such DIP Note Guarantor or that would otherwise operate as a discharge of any DIP Note Guarantor as a matter of law or equity (other than as set forth in Section 10.12).

Section 10.04 Defenses Waived. To the fullest extent permitted by applicable law, and except for termination of a DIP Note Guarantor's obligations hereunder or as expressly permitted by Section 10.12, each DIP Note Guarantor hereby waives any defense based on or arising out of any defense of the Borrowers or any other DIP Note Guarantor or arising out of the disability of the Borrowers or any other DIP Note Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrowers or any other DIP Note Guarantor. Without limiting the generality of the foregoing, each DIP Note Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Note Guaranty and notices of the existence, creation or incurring of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right (except as shall be required by applicable statute and cannot be waived) to require any Secured

Party to (i) proceed against the Borrowers, any other guarantor or any other party, (ii) proceed against or exhaust any security held from the Borrowers, any other Guarantor or any other party or (iii) pursue any other remedy in any Secured Party's power whatsoever. The Collateral Agent shall, at the direction of Crescent at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any Collateral securing all or a part of the Guaranteed Obligations, and the Collateral Agent may, at the direction of Crescent at its election, exercise any right or remedy available to it against any Collateral, and the Purchasers may compromise or adjust any part of the Guaranteed Obligations or make any other accommodation with any Obligated Party, or exercise any other right or remedy available to them against any Obligated Party, without affecting or impairing in any way the liability of such DIP Note Guarantor under this Note Guaranty except as otherwise provided in Section 10.12. To the fullest extent permitted by applicable law, each DIP Note Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any DIP Note Guarantor against any Obligated Party or any security.

Section 10.05 Authorization. The DIP Note Guarantors authorize the Secured Parties without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder (except as set forth in Section 10.12), from time to time to:

(a) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Note Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(b) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(c) exercise or refrain from exercising any rights against any of the Borrowers, any other Note Party or others or otherwise act or refrain from acting;

(d) release or substitute any one or more endorsers, guarantors, the Borrowers, other Note Parties or other obligors;

(e) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the

payment of any liability (whether due or not) of the Borrowers to their creditors other than the Secured Parties;

(f) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the Secured Parties regardless of what liability or liabilities of the Borrowers remains unpaid;

(g) consent to or waive any breach of, or any act, omission or default under, this Agreement, any other DIP Note Document, any Hedge Agreement or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify or supplement this Agreement, any other DIP Note Document, any Hedge Agreement or any of such other instruments or agreements; and/or

(h) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the DIP Note Guarantors from their respective liabilities under this Note Guaranty.

Section 10.06 Rights of Subrogation. No DIP Note Guarantor will assert any right, claim or cause of action, including a claim of subrogation, contribution or indemnification that it has against any Note Party in respect of this Note Guaranty until the occurrence of the Termination Date.

Section 10.07 Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, each DIP Note Guarantor's obligations under this Note Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other DIP Note Guarantors forthwith on demand by the Purchasers.

Section 10.08 Information. Each DIP Note Guarantor assumes all responsibility for being and keeping itself informed of each Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each DIP Note Guarantor assumes and incurs under this Note Guaranty, and agrees that none of the Secured Parties shall have any duty to advise any DIP Note Guarantor of information known to it regarding those circumstances or risks.

Section 10.09 Maximum Liability. It is the desire and intent of the DIP Note Guarantors and the Secured Parties that this Note Guaranty shall be enforced against the DIP Note Guarantors to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. The provisions of this Note Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any DIP Note Guarantor under this Note Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such DIP Note

Guarantor's liability under this Note Guaranty, then, notwithstanding any other provision of this Note Guaranty to the contrary, the amount of such liability shall, without any further action by the DIP Note Guarantors or the Secured Parties, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant DIP Note Guarantor's "**Maximum Liability**"). Each DIP Note Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each DIP Note Guarantor without impairing this Note Guaranty or affecting the rights and remedies of the Secured Parties hereunder; provided that nothing in this sentence shall be construed to increase any DIP Note Guarantor's obligations hereunder beyond its Maximum Liability.

Section 10.10 Contribution. In the event any DIP Note Guarantor (a "**Paying Guarantor**") shall make any payment or payments under this Note Guaranty or shall suffer any loss as a result of any realization upon any Collateral granted by it to secure its obligations under this Note Guaranty, each other DIP Note Guarantor (each a "**Non-Paying Guarantor**") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "Guarantor Percentage" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this Article 10, each Non-Paying Guarantor's "Guarantor Percentage" with respect to any such payment or loss by a Paying Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (a) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrowers after the date hereof (whether by loan, capital infusion or by other means) to (b) the aggregate Maximum Liability of all DIP Note Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any DIP Note Guarantor, the aggregate amount of all monies received by such DIP Note Guarantors from the Borrowers after the date hereof (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any DIP Note Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such DIP Note Guarantor's Maximum Liability). Each of the DIP Note Guarantors covenants and agrees that its right to receive any contribution under this Note Guaranty from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the DIP Obligations until the Termination Date. This provision is for the benefit of the Secured Parties and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

Section 10.11 Liability Cumulative. The liability of each DIP Note Guarantor under this Article 10 is in addition to and shall be cumulative with all liabilities of such DIP Note Guarantor to the Collateral Agent and the Purchasers under this Agreement and the other DIP Note Documents to which such DIP Note Guarantor is a party or in respect of any obligations or liabilities of the other DIP Note Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE 11

THE BORROWER REPRESENTATIVE

Section 11.01 Appointment; Nature of Relationship. Rockport Group is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the **"Borrower Representative"**) hereunder and under each other DIP Note Document, and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other DIP Note Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article 11. Neither the Collateral Agent nor the Purchasers and their respective officers, directors, agents or employees, shall be liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section 11.01.

Section 11.02 Powers. The Borrower Representative shall have and may exercise such powers under the DIP Note Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, nor any obligation to the Purchasers to take any action thereunder except any action specifically provided by the DIP Note Documents to be taken by the Borrower Representative.

Section 11.03 Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other DIP Note Document by or through authorized officers.

Section 11.04 Notices. Each Borrower shall immediately notify the Borrower Representative of the occurrence of any Default hereunder, each such notice to refer to this Agreement describing such Default and stating that such notice is a "notice of default." In the event that the Borrower Representative receives such a notice, the Borrower Representative shall give prompt notice thereof to the Purchasers and the Collateral Agent. Any notice provided to the Borrower Representative hereunder shall constitute notice to each Borrower on the date received by the Borrower Representative.

Section 11.05 Successor Borrower Representative. Upon the prior written consent of the Required Purchasers and notice to the Collateral Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative that is a Note Party reasonably acceptable to the Required Purchasers. The Required Purchasers shall give prompt written notice of such resignation to the Purchasers.

Section 11.06 Execution of DIP Note Documents. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Purchasers the DIP Note Documents and all related agreements, certificates, documents or instruments as shall be necessary or appropriate to effect the purposes of the DIP Note Documents, including any certificates required pursuant to Article 5. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other DIP Note Documents, and the exercise by the Borrower

Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

Section 11.07 Reporting. Each Borrower hereby agrees that such Borrower shall furnish promptly after each fiscal month to the Borrower Representative a copy of any certificate or report required hereunder or requested by the Borrower Representative on which the Borrower Representative shall rely to prepare the Compliance Certificates required pursuant to the provisions of this Agreement.

ARTICLE 12

DIP LIENS AND SUPERPRIORITY DIP CLAIMS

Section 12.01 Grant of Security. To secure the prompt payment and performance of any and all DIP Obligations hereunder and under the DIP Notes, each Note Party hereby pledges, assigns and grants to the Collateral Agent, for the benefit of the Secured Parties, pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, effective as of the date of the DIP Order, a valid and automatically perfected Lien and security interest in the Collateral (the “**DIP Liens**”); provided that (a) the DIP Liens shall not attach to any claims or causes of action under chapter 5 of the Bankruptcy Code, but, upon the entry of the Final Order providing for such relief, shall attach to any proceeds of any such claims or causes of action and (b) the DIP Liens shall not attach to any such leasehold interest in real property to the extent the lease governing such leasehold interest prohibits the granting of the DIP Liens on such leasehold interest, but shall include all proceeds of such leasehold interest, including any proceeds from any sale, transfer or other disposition of any such lease or leasehold interest.

Section 12.02 Priority of Liens. The DIP Liens shall be subject to the Carve-Out and otherwise be (a) a first priority perfected senior priming Lien on all present and after acquired Note Priority Collateral, wherever located, junior only to existing Liens permitted pursuant to Section 6.02 of the Prepetition NPA that, under applicable law, are senior to, and have not been subordinated to, the Liens of the Prepetition Collateral Agent under the Prepetition Note Documents, but only to the extent that such existing Liens are valid, perfected, enforceable, and unavoidable Liens as of the Petition Date (the “**Note Permitted Priority Liens**”), (b) a first priority perfected Lien on the DIP Deposit Account and all present and after acquired property of the Note Parties, wherever located, not subject to a valid, perfected, enforceable and unavoidable Lien or security interest on the Petition Date; (together with the property described in clause (a) above, the “**DIP Priority Collateral**”), (c) a perfected Lien on all present and after acquired Revolving Priority Collateral, wherever located, junior only to (i) the Liens of the Revolving Lenders on such Revolving Priority Collateral and (ii) any Note Permitted Priority Liens on such Revolving Priority Collateral and (d) a perfected Lien on all other present and after-acquired property of the Note Parties, wherever located, that is subject to a valid, perfected, enforceable and unavoidable Lien on the Petition Date, other than the Revolving Priority Collateral or Note Priority Collateral, junior only to such perfected Lien.

Section 12.03 Administrative Priority. Each Note Party agrees that all DIP Obligations shall constitute allowed Superpriority DIP Claims against it, pursuant to section 364(c)(1) of the

Bankruptcy Code; provided, however, that such Superpriority DIP Claims shall be junior and subordinate in all respects to, but only to, the Carve-Out.

Section 12.04 No Filings Required. The DIP Liens shall be deemed valid and perfected and duly recorded by entry of the Interim Order. The Purchasers shall not be required to file any financing statements, mortgages, notices of Lien or similar instruments in any jurisdiction or filing office or to take any other action in order to validate or perfect the DIP Lien granted by or pursuant to the Orders or this Agreement.

ARTICLE 13

THE COLLATERAL AGENT

Section 13.01 Appointment and Authority.

Each of the Purchasers hereby irrevocably appoints Cortland to act on its behalf as Collateral Agent hereunder and under the other DIP Note Documents and authorizes the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Collateral Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Note Parties to secure any of the DIP Obligations. In connection therewith, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 13.04 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the DIP Note Documents, or for exercising any rights and remedies thereunder at the direction of the Collateral Agent, shall be entitled to the benefits of all provisions of Article 9 and this Article 13 (including Section 9.03), as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the DIP Note Documents as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, the Purchasers hereby expressly authorize the Collateral Agent to (i) execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of this Agreement and the other DIP Note Documents and acknowledge and agree that any such action by any agent shall bind the Purchasers and (ii) negotiate, enforce or settle any claim, action or proceeding affecting the Purchasers in their capacity as such, at the direction of Crescent, which negotiation, enforcement or settlement will be binding upon each Purchaser.

Section 13.02 Exculpatory Provisions. Neither the Collateral Agent nor any of its officers, partners, directors, employees or agents shall have any duties or obligations except those expressly set forth herein and in the other DIP Note Documents. Without limiting the generality of the foregoing, the Collateral Agent and its officers, partners, directors, employees or agents:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing and without limiting the generality of the foregoing, the use of the term "agent" herein and in other DIP Note Documents with reference to the Collateral Agent is not intended to connote any fiduciary or other implied (or express)

obligations arising under any agency doctrine of applicable law and instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties;

(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 DIP Note Documents that the Collateral Agent is required to exercise as directed in writing by Crescent (or such other number or percentage of the Purchasers as shall be expressly provided for herein or in the other DIP Note Documents), provided that the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Collateral Agent to liability or that is contrary to any DIP Note Document or applicable law, including, for the avoidance of doubt, refraining from any action that, in its opinion or the opinion of its counsel, may be a violation of automatic stay under any Note Party Relief Law, and provided further, that the Collateral Agent may request from time to time that the Borrower Representative provide the Collateral Agent with a true and correct copy of the Note Register or that the Borrower Representative certify to the Collateral Agent that certain Purchasers constitute "Required Purchasers" pursuant to this Agreement. Until such time as the Borrower Representative provides the Note Register or such certification, the Collateral Agent shall be fully protected in acting or refraining to act, even at the written direction of the Required Purchasers; provided, however, that, the Collateral Agent may act (or refrain from acting) at the written direction of Purchasers purporting (and believed by the Collateral Agent in good faith) to be Required Purchasers or Crescent and the Collateral Agent shall be fully protected in so acting (or refraining from action);

(c) shall not, except as expressly set forth herein and in the other DIP Note Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Note Parties or any of their Affiliates that is communicated to or obtained by the Person serving as the Collateral Agent or any of its Affiliates in any capacity;

(d) shall not be liable for any action taken or not taken by it (i) with the prior written consent or at the request of Crescent (or such number or percentage of the Purchasers as shall be necessary, or as the Collateral Agent shall believe in good faith shall be necessary, under the circumstances as provided in subsection (b) of this Section 13.02, or in Sections 7.01 and 9.02) or (ii) in the absence of its own bad faith, gross negligence or willful misconduct as determined by the final and non-appealable judgment of a court of competent jurisdiction or determination by such court in a final and non-appealable judgment that such liability has resulted from the Collateral Agent's material breach of the DIP Note Documents. The Collateral Agent shall be deemed not to have knowledge of any Default unless and until written notice describing such Default is given to the Collateral Agent by the Borrower Representative or a Purchaser;

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other DIP Note 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 DIP Note Document or any other agreement, instrument or document, or the creation, perfection or priority of any DIP Lien, (v) the value or the sufficiency of any Collateral or (vi) the satisfaction of any condition set forth in Article 4 or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Collateral Agent; and

(f) The Collateral Agent shall not be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor the list or identities of, or enforce, compliance with the provisions hereof relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Collateral Agent shall not (i) be obligated to ascertain, monitor or inquire as to whether any Purchaser or prospective Purchaser is a Disqualified Institution or (ii) 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.

Each Purchaser acknowledges and agrees that neither such Purchaser, nor any of its Affiliates, participants or assignees, may rely on the Collateral Agent to carry out such Purchaser's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to any anti-terrorism law, including any programs involving any of the following items relating to or in connection with the Note Parties or their respective Subsidiaries, any of their respective Affiliates or agents, the DIP Note Documents or the transactions hereunder: (a) any identity verification procedures, (b) any record keeping, (c) any comparisons with government lists, (d) any customer notices or (e) any other procedures required under any anti-terrorism Law.

Section 13.03 Reliance by Collateral Agent. The Collateral 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 Collateral 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 that by its terms must be fulfilled to the satisfaction of a Purchaser, the Collateral Agent may presume that such condition is satisfactory to such Purchaser unless the Collateral Agent shall have received notice to the contrary from such Purchaser. The Collateral Agent may consult with legal counsel (who may be counsel for the Borrower Representative), 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.

Section 13.04 Delegation of Duties. The Collateral Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other DIP Note Document by or through any one or more sub-agents appointed by the Collateral Agent. The Collateral 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 13 shall apply to any such sub-agent and to the Related Parties of the Collateral Agent and any such sub-agent.

Section 13.05 Resignation of Collateral Agent. The Collateral Agent may resign as the Collateral Agent upon ten (10) days' notice to the Purchasers and the Borrower Representative; provided that if no successor agent is appointed in accordance with the terms set forth below within such 10-day period, the Collateral Agent's resignation shall not be effective until the earlier to occur of (x) the date of the appointment of the successor agent or (y) the date that is eight (8) days after the last day of such 10-day period. If the Collateral Agent is subject to an Agent Related Distress Event, the Required Purchasers or the Borrower may remove the Collateral Agent upon ten (10) days' notice. Upon the resignation or removal of the Collateral Agent under this Agreement, the Required Purchasers shall appoint from among the Purchasers a successor agent for the Purchasers, which such appointment shall be subject to the consent of the Borrower Representative (which consent of the Borrower Representative shall not be unreasonably withheld or delayed) at all times other than during the existence of a Default or Event of Default. If no successor agent is appointed by the Required Purchasers prior to the effective date of the resignation or removal of the Collateral Agent, the resigning or removed Collateral Agent may appoint, after consulting with the Purchasers and the Borrower Representative, a successor agent from among the Purchasers; provided that if the Collateral Agent shall notify the Borrower Representative and the Purchasers that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice, or such removal shall at the option of the Required Purchasers nonetheless become effective, and in such case (a) the resigning or removed Collateral Agent shall be discharged from its duties and obligations hereunder and under the other DIP Note Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Purchasers under any of the DIP Note Documents, the resigning or removed Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Collateral Agent shall instead be made by or to each Purchaser directly, until such time as the Required Purchasers appoint a successor Collateral Agent as provided for above in this Section 13.05. Upon the acceptance of a successor's appointment as Collateral Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Collateral Agent. Upon resignation or removal, the resigning or removed Collateral Agent shall be discharged from all of its duties and obligations hereunder or under the other DIP Note Documents (if not already discharged therefrom as provided above in this Section 13.05) (other than confidentiality obligations under Section 9.12). The fees payable by the Borrowers to a successor Collateral Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the resigning Collateral Agent's resignation or the removed Collateral Agent's removal hereunder and under the other DIP Note Documents, the provisions of this Article 13 and Section 9.03 shall continue in effect for the benefit of such retiring or removed Collateral Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the resigning or removed Collateral Agent was acting as Collateral Agent.

Section 13.06 Non-Reliance on Collateral Agent and Other Purchasers. Each Purchaser acknowledges that it has, independently and without reliance upon the Collateral Agent or any other Purchaser or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Purchaser also acknowledges that it will, independently and without reliance

upon the Collateral Agent or any other Purchaser or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other DIP Note Document or any related agreement or any document furnished hereunder or thereunder.

Section 13.07 No Other Duties, Etc. Anything herein to the contrary notwithstanding, the Collateral Agent shall not have any powers, duties or responsibilities under this Agreement or any of the other DIP Note Documents, except in its capacity as the Collateral Agent.

Section 13.08 Voting; Credit Bidding.

(a) Nothing contained herein shall be deemed to authorize the Collateral Agent to authorize or consent to or accept or adopt on behalf of any Purchaser any plan of reorganization, arrangement, adjustment or composition affecting the DIP Obligations or the rights of any Purchaser to authorize the Collateral Agent to vote in respect of the claim of any Purchaser or in any such proceeding.

(b) The Secured Parties hereby irrevocably authorize the Collateral Agent, at the direction of Crescent, to credit bid all or any portion of the DIP Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the DIP 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 (i) at any sale thereof conducted under the provisions of the Bankruptcy Code of the United States, including under sections 363, 1123 or 1129 of the Bankruptcy Code of the United States, or any similar Requirements of Law in any other jurisdictions to which a Note Party is subject, and (ii) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Collateral Agent (whether by judicial action or otherwise) in accordance with any applicable Requirements of Law. In connection with any such credit bid and purchase, the DIP Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with DIP Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Capital Stock or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid the Collateral Agent shall be authorized (w) to form one or more acquisition vehicles to make a bid, (x) to adopt documents providing for the governance of the acquisition vehicle or vehicles; provided that any actions by the Collateral Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Capital Stock thereof shall be governed, directly or indirectly, by Crescent, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Purchasers contained in Section 9.02 of this Agreement, (y) to assign the relevant DIP Obligations to any such acquisition vehicle pro rata by the Purchasers, as a result of which each of the Purchasers shall be deemed to have received a pro rata portion of any Capital Stock and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the DIP Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action and (z) to

the extent that DIP 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 DIP Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such DIP Obligations shall automatically be reassigned to the Purchasers pro rata and the Capital Stock and/or debt instruments issued by any acquisition vehicle on account of the DIP Obligations that had been assigned to the acquisition vehicle shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action.

Section 13.09 Collateral and Guaranty Matters. Each of the Purchasers irrevocably authorizes the Collateral Agent:

(a) to automatically release any Lien on any property granted to or held by the Collateral Agent under any DIP Note Document (i) upon payment in full of all DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) which are accrued and payable, (ii) at the time the property subject to such Lien is sold, transferred or otherwise disposed of as part of or in connection with any sale, transfer or disposition permitted (other than a lease and other than to a Person that is a Note Party) hereunder or under any other DIP Note Document or (iii) subject to Section 9.02, if the release of such Lien is approved, authorized or ratified in writing by Crescent; and

Upon request by the Collateral Agent at any time, Crescent will confirm in writing the Collateral Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 13.09. In each case as specified in this Section 13.09, the Collateral Agent will (and each Purchaser irrevocably authorizes the Collateral Agent to), at the Borrower's expense, execute and deliver to the applicable Note Party such documents as such Note Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the DIP Note Documents or to subordinate its interest in such item, or to evidence the release of such DIP Note Guarantor from its obligations under the Note Guaranty, in each case in accordance with the terms of the DIP Note Documents and this Section 13.09.

Section 13.10 Withholding Tax Indemnity. To the extent required by any Requirements of Laws, upon the liquidation or sale of any Collateral, the Collateral Agent may withhold from any payment of proceeds to any Purchaser an amount equivalent to any applicable withholding Tax and the Collateral Agent shall timely pay the full amount withheld to the relevant Governmental Authority in accordance with applicable law. Each Purchaser shall severally indemnify and hold harmless the Collateral Agent against, and shall make payable in respect thereof within ten (10) days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Collateral Agent) incurred by or asserted against the Collateral Agent by the Internal Revenue Service or any other Governmental Authority as a result of the failure of the Collateral Agent to properly withhold Tax from amounts paid to or for the account of such Purchaser for any reason (including because the appropriate form was not delivered or not properly executed, or because such Purchaser failed to notify the Collateral Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective). A certificate as to

the amount of such payment or liability delivered to any Purchaser by the Collateral Agent shall be conclusive absent manifest error. Each Purchaser hereby authorizes the Collateral Agent to set off and apply any and all amounts at any time owing to such Purchaser under this Agreement or any other DIP Note Document against any amount due the Collateral Agent under this Section 13.10. The agreements in this Section 13.10 shall survive the resignation and/or replacement of the Collateral Agent, any assignment of rights by, or the replacement of, a Purchaser and the repayment, satisfaction or discharge of all other DIP Obligations.

Section 13.11 Patriot Act. Each Purchaser or assignee or participant of a Purchaser that is not organized under the laws of the United States or a state thereof (and is not excepted from the certification requirement contained in Section 313 of the USA PATRIOT Act and the applicable regulations because it is both (a) an affiliate of a depository institution or foreign bank that maintains a physical presence in the United States or foreign country and (b) subject to supervision by a banking authority regulating such affiliated depository institution or foreign bank) shall deliver to the Collateral Agent the certification, or, if applicable, recertification, certifying that such Purchaser is not a "shell" and certifying to other matters as required by Section 313 of the USA PATRIOT Act and the applicable regulations: (i) within ten (10) days after the Closing Date and (ii) at such other times as are required under the USA PATRIOT Act.

[Signature pages follow]

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

THE ROCKPORT GROUP, LLC

By: _____

Name:

Title:

THE ROCKPORT COMPANY, LLC

By: _____

Name:

Title:

ROCKPORT BLOCKER, LLC

By: _____

Name:

Title:

THE ROCKPORT GROUP HOLDINGS, LLC

By: _____

Name:

Title:

TRG 1-P HOLDINGS, LLC

By: _____
Name: _____
Title: _____

TRG INTERMEDIATE HOLDINGS, LLC

By: _____
Name: _____
Title: _____

TRG CLASS D, LLC

By: _____
Name: _____
Title: _____

DRYDOCK FOOTWEAR, LLC

By: _____
Name: _____
Title: _____

DD MANAGEMENT SERVICES LLC

By: _____
Name: _____
Title: _____

**CRESCENT MEZZANINE PARTNERS VI,
L.P.,**
as a Purchaser

**CRESCENT MEZZANINE PARTNERS VIB
(CAYMAN), L.P.,** as a Purchaser

**CRESCENT MEZZANINE PARTNERS VIC,
L.P.,** as a Purchaser

By: Crescent Capital Group LP
Its: Investment Advisor

By: _____
Name: _____
Title: _____

CORPORATE CAPITAL TRUST, INC.,
as a Purchaser

By: _____
Name: _____
Title: _____

**OREGON PUBLIC EMPLOYEES
RETIREMENT FUND,**
as a Purchaser

By: _____
Name: _____
Title: _____

NYLCAP Mezzanine Partners III, LP,
as a Purchaser

**NYLCAP Mezzanine Partners III Parallel Fund,
LP,**
as a Purchaser

**NYLCAP Mezzanine Partners III 2012 Co-
Invest, LP,**
as a Purchaser

By: GoldPoint Partners LLC
Its: Investment Manager

By: _____
Name: _____
Title: _____

**CORTLAND CAPITAL MARKET SERVICES
LLC,**
as Collateral Agent

By: _____
Name: _____
Title: _____

EXHIBIT 3

Initial Budget

Post Petition Week

[illegible]

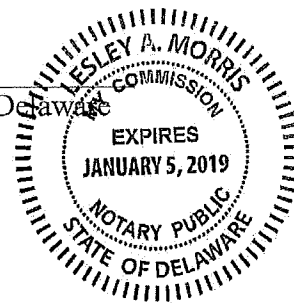
Tab P

THIS IS EXHIBIT "P" TO THE AFFIDAVIT
OF PAUL KOSTUROS SWORN BEFORE ME

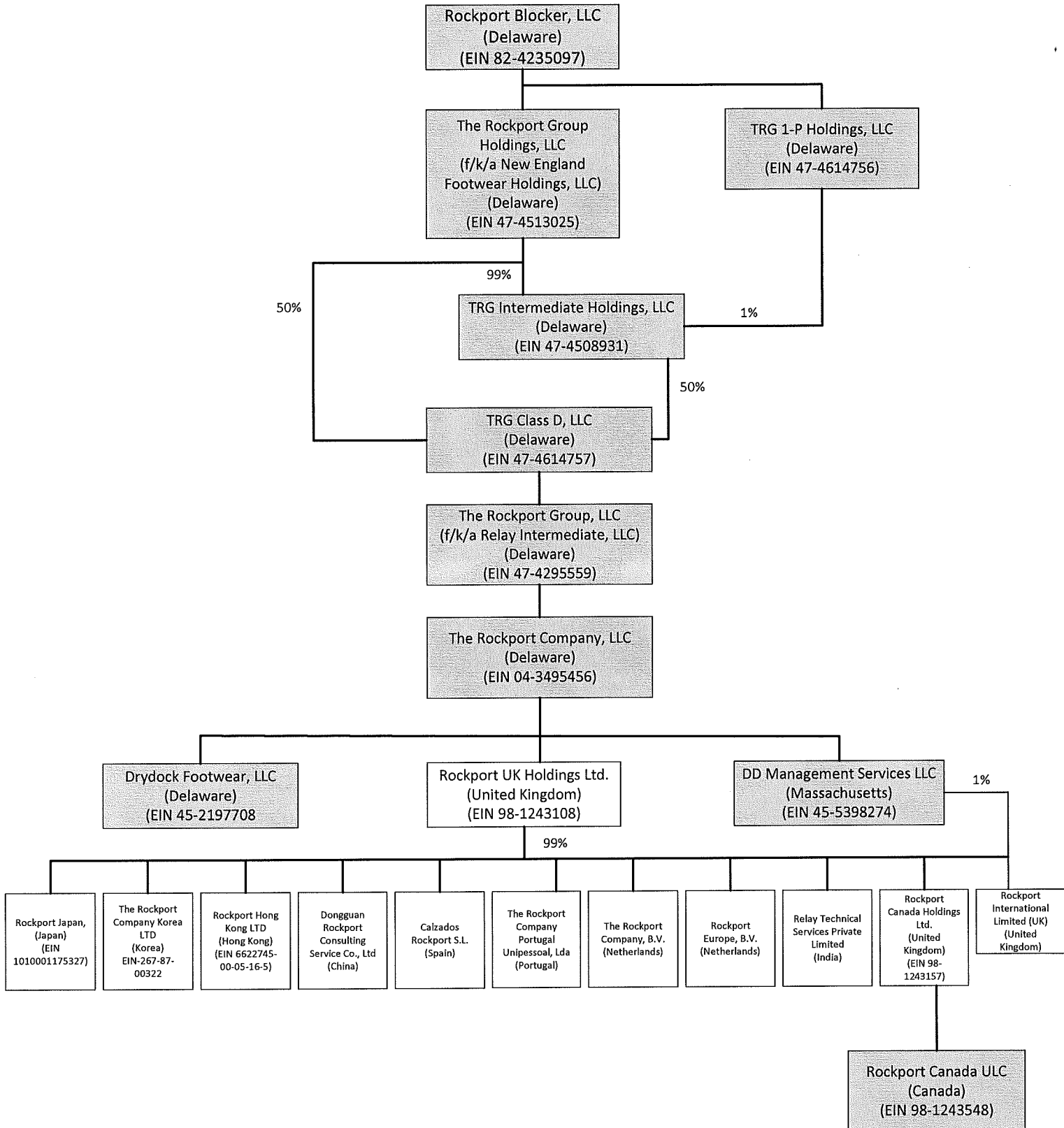
ON THIS 15TH DAY OF MAY, 2018

Lesley A. Morris

A Notary Public in and for the State of Delaware



The Rockport Group, LLC Structure Chart



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 ROCKPORT BLOCKER, LLC, THE ROCKPORT GROUP HOLDINGS, LLC, TRG 1-P HOLDINGS, LLC, TRG INTERMEDIATE HOLDINGS, LLC, TRG CLASS D, LLC, THE ROCKPORT GROUP, LLC, THE ROCKPORT COMPANY, LLC, DRYDOCK FOOTWEAR, LLC, DD MANAGEMENT SERVICES LLC AND ROCKPORT CANADA ULC (THE "DEBTORS")

APPLICATION OF ROCKPORT BLOCKER, LLC, UNDER SECTION 46 OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDINGS COMMENCED AT TORONTO

**APPLICATION RECORD
(Volume 2 of 3)
(Returnable May 16, 2018)**

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Lawyers for Rockport Blocker, LLC, The Rockport Group Holdings, LLC, TRG 1-P Holdings, LLC, TRG Intermediate Holdings, LLC, TRG Class D, LLC, The Rockport Group, LLC, The Rockport Company, LLC, Drydock Footwear, LLC, DD Management Services LLC and Rockport Canada ULC