UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934
DATE OF REPORT - October 29, 2025
(Date of earliest event reported)

SOLSTICE ADVANCED MATERIALS INC.

(Exact name of Registrant as specified in its Charter)

Delaware	001-42812	33-2919563
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

115 Tabor Road Morris Plains, New Jersey	07950
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (973) 370-8188

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	SOLS	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

On October 30, 2025, Solstice Advance Materials Inc. (the "Company" or "Solstice Advanced Materials") entered into definitive agreements with Honeywell International Inc. ("Honeywell"), the parent and owner of all of the Company's issued and outstanding common stock at that time. The definitive agreements were entered into in connection with Honeywell's previously announced plan to spin off its Advanced Materials business into an independent, publicly traded company (the "Spin-Off"). The definitive agreements entered into between the Company and Honeywell in connection with the Spin-Off set forth the terms and conditions of the Spin-Off and provide a framework for the Company's relationship with Honeywell following the Spin-Off, including the allocation between the Company and Honeywell of the Company's and Honeywell's assets, liabilities and obligations attributable to periods prior to, at and after the Spin-Off. These agreements include the Separation and Distribution Agreement, Transition Services Agreement, Tax Matters Agreement, Employee Matters Agreement, Trademark License Agreement, Intellectual Property Cross-License Agreement and Accelerator License Agreement (each as described below).

Separation and Distribution Agreement

The Separation and Distribution Agreement sets forth, among other things, the Company's agreements with Honeywell regarding the principal actions to be taken in connection with the Spin-Off. It also sets forth other agreements that govern certain aspects of the Company's ongoing relationship with Honeywell after the completion of the Spin-Off. A summary of certain important terms and conditions of the Separation and Distribution Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions—Agreements with Honeywell—Separation Agreement" in the Company's Information Statement (the "Information Statement"), which is included as Exhibit 99.1 to the Company's Current Report on Form 8-K that was filed with the U.S. Securities and Exchange Commission (the "SEC") on October 17, 2025. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Separation and Distribution Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Separation and Distribution Agreement, a copy of which is filed as Exhibit 2.1 hereto and is incorporated into this Item 1.01 by reference.

Transition Services Agreement

The Transition Services Agreement governs certain transitional services to be provided by Honeywell to the Company. The services, including services such as information technology support, human resources support, treasury administration support, and logistics support, will be provided for a limited time, generally for no longer than 12 months, and will be provided for specified fees, which are generally based on the cost of services provided.

The foregoing description of the Transition Services Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Transition Services Agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated into this Item 1.01 by reference.

Tax Matters Agreement

The Tax Matters Agreement governs the Company's and Honeywell's respective rights, responsibilities and obligations with respect to tax liabilities and benefits, tax attributes, the preparation and filing of tax

returns, the control of audits and other tax proceedings and other matters regarding taxes. The Tax Matters Agreement provides special rules that allocate tax liabilities in the event the share distribution or certain related transactions fail to qualify as a transaction that is tax-free for U.S. federal income tax purposes (other than any cash that Honeywell shareowners receive in lieu of fractional shares). A summary of certain important terms and conditions of the Tax Matters Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions—Agreements with Honeywell—Tax Matters Agreement" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Tax Matters Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Tax Matters Agreement, a copy of which is filed as Exhibit 10.2 hereto and is incorporated into this Item 1.01 by reference.

Employee Matters Agreement

The Employee Matters Agreement addresses employment and employee compensation and benefits matters. The Employee Matters Agreement addresses the allocation and treatment of assets and liabilities relating to employees and compensation and benefit plans and programs in which the Company's employees participated prior to the Spin-Off. Except as specifically provided in the Employee Matters Agreement, the Company will generally be responsible for all employment and employee compensation and benefits-related liabilities relating to the Company's employees, former employees and other service providers. A summary of certain important terms and conditions of the Employee Matters Agreement can be found in the section entitled "Certain Relationships and Related Party Transactions—Agreements with Honeywell—Employee Matters Agreement" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Employee Matters Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employee Matters Agreement, a copy of which is filed as Exhibit 10.3 hereto and is incorporated into this Item 1.01 by reference.

Intellectual Property Cross-License Agreement

The Intellectual Property Cross-License Agreement governs the terms by which each of Solstice Advanced Materials and Honeywell, and their respective affiliates, grant and receive non-exclusive licenses to and from each other in respect of certain patents, know-how (including trade secrets) and copyrights allocated under the Separation and Distribution Agreement to use in their respective businesses and natural evolutions thereof. The Intellectual Property Cross-License Agreement expires on a licensed patent-by-licensed patent and licensed copyright-by-licensed copyright basis upon expiration of the relevant intellectual property and is perpetual with respect to all other intellectual property licensed by each of the Company and Honeywell, and is otherwise non-terminable except in certain circumstances where either party challenges the validity or scope of the patents licensed to such party under the agreement (in which case, the other party may terminate the licenses granted to such party). In addition, the agreement is assignable in whole or in relevant part to their respective Affiliates or a successor to all or a portion of the business or assets related to the agreement, but is not otherwise be assignable without consent.

The foregoing description of the Intellectual Property Cross-License Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Intellectual Property Cross-

License Agreement, a copy of which is filed as Exhibit 10.4 hereto and is incorporated into this Item 1.01 by reference.

Trademark License Agreement

The Trademark License Agreement provides Solstice Advanced Materials with a transitional period of time, from eight weeks to two years based on usage type, to phase out the Company's use of certain names, trademarks and brands owned by or allocated to Honeywell under the Separation and Distribution Agreement. In addition, under the Trademark License Agreement, Honeywell and its affiliates grant an exclusive, royalty-bearing, one-year license to the Company under the Honeywell trademark for use in connection with the Company's 1234yf DIY products in the U.S. and Canada (which license the Company may elect to extend once for an additional one-year period) and 10-year license (subject to certain early termination rights) to the Company under the Honeywell trademark for use in in connection with certain refrigerant products in Saudi Arabia, United Arab Emirates, Pakistan, Qatar, Oman, Kuwait, Jordan, Egypt, Israel and Iraq.

The foregoing description of the Trademark License Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Trademark License Agreement, a copy of which is filed as Exhibit 10.5 hereto and is incorporated into this Item 1.01 by reference.

Accelerator License Agreement

The Accelerator License Agreement provides Solstice Advanced Materials with a perpetual, non-exclusive, royalty-free license to use, modify, enhance, and improve the Honeywell Accelerator operating model (as defined herein). The Honeywell Accelerator operating model utilizes systems, processes, best practices and management philosophies spanning across the whole organization and benefiting customers and stakeholders (the "Honeywell Accelerator operating model"). Under the Accelerator License Agreement, Honeywell licenses to the Company the Honeywell Accelerator operating model for use in connection with the conduct of the Solstice Advanced Materials business. The license is terminable by Honeywell only in connection with an uncured material breach.

The foregoing description of the Accelerator License Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Accelerator License Agreement, a copy of which is filed as Exhibit 10.6 hereto and is incorporated into this Item 1.01 by reference.

Senior Credit Facilities

On October 29, 2025, the Company, the guarantors named therein, the lenders and issuing banks party thereto, and JPMorgan Chase Bank, N.A., as administrative agent, entered into a credit agreement (the "Credit Agreement"), which provides for (i) a seven-year senior secured first-lien term B loan facility in an aggregate principal amount of $1.0 billion (the "Term Loan Facility") and (ii) a five-year senior secured first-lien revolving credit facility with aggregate commitments of $1.0 billion (the "Revolving Credit Facility" and, together with the Term Loan Facility, the "Credit Facilities").

The Company also entered into uncommitted bilateral letter of credit agreements with each of The Toronto-Dominion Bank, New York Branch ("TD"), UniCredit Bank GmbH, New York Branch ("UniCredit") and Banco Bilbao Vizcaya Argentaria, S.A. New York Branch ("BBVA", and together with TD and UniCredit, the "Issuers") as issuers (each, a "Sidecar LC Agreement", and collectively, the "Sidecar LC Agreements"), which provides for uncommitted bilateral letter of credit facilities in an aggregate uncommitted amount of $750 million (each, a "Sidecar LC Facility", and collectively, the

"Sidecar LC Facilities", and together with the Credit Facilities, the "Senior Credit Facilities"). The Sidecar LC Facilities provide for maintenance fees which accrue per annum on the aggregate amount of any letter of credit outstanding thereunder, payable quarterly, and fees which range from 0.60% to 0.95%, depending on the Issuer and the type of letter of credit. In addition to the maintenance fee, Sidecar LC Facilities also provide for each Issuer's standard fees with respect to the issuance, amendment, renewal or extension of any letter of credit. The Sidecar LC Facilities will be used in part to replace or assume existing letter of credits of the Company.

In connection with the consummation of the Spin-Off, the Company used the net proceeds from the sale of the Notes (as defined herein) and the borrowings under the Term Loan Facility (i) to make a distribution to Honeywell of $1.5 billion and (ii) to pay fees, costs and expenses related to the Notes offering and the Senior Credit Facilities, and expects to use the remainder for general corporate purposes.

All obligations under the Senior Credit Facilities are unconditionally guaranteed, jointly and severally, by: (a) the Company and (b) all direct and indirect wholly owned subsidiaries of the Company that are organized under the laws of the United States, any state thereof or the District of Columbia, subject to certain exceptions and limitations (collectively, the "Guarantors"). Subject to certain limitations, the Senior Credit Facilities are secured on a first priority basis by: (x) a perfected security interest in the equity interests of each direct subsidiary of the Company and each Guarantor under the Senior Credit Facilities (subject to certain customary exceptions) and (y) perfected, security interests in, and mortgages on, substantially all tangible and intangible personal property and material real property of the Company and each of the Guarantors under the Senior Credit Facilities, subject, in each case, to certain exceptions.

The Credit Facilities are subject to an interest rate, at the Company's option, of either (a) base rate determined by reference to the highest of (1) the rate of interest last quoted by The Wall Street Journal as the "prime rate" in the United States, (2) the greater of the federal funds effective rate and the overnight bank funding rate, plus 0.5% and (3) the one month adjusted SOFR rate, plus 1.00% per annum ("ABR") or (b) an adjusted SOFR rate ("SOFR") (which shall not be less than zero).

The applicable margin for the Term Loan Facility is 1.75% per annum (for SOFR loans) and 0.75% per annum (for ABR loans). The applicable margin for the Revolving Credit Facility varies from 1.50% per annum to 2.00% per annum (for SOFR loans) and 0.50% to 1.00% per annum (for ABR loans) based on the Company's Consolidated First Lien Leverage Ratio (as defined in the Credit Agreement). Accordingly, the interest rates for the Credit Facilities will fluctuate during the term of the Credit Agreement based on changes in the ABR, SOFR or future changes in the Company's Consolidated First Lien Leverage Ratio. Interest payments with respect to the Credit Facilities are required either on a quarterly basis (for ABR loans) or at the end of each interest period (for SOFR loans) or, if the duration of the applicable interest period exceeds three months, then every three months.

In addition to paying interest on outstanding borrowings under the Revolving Credit Facility, the Company is required to pay a quarterly commitment fee based on the unused portion of the Revolving Credit Facility, which is determined by the Company's Consolidated First Lien Leverage Ratio and ranges from 0.25% to 0.35% per annum.

The Credit Agreement contains certain customary representations and warranties (subject to certain agreed qualifications).

The Company may voluntarily prepay borrowings under the Credit Agreement without premium or penalty, subject to a 1.00% prepayment premium in connection with certain repricing transactions with

respect to the Term Loan Facility in the first six months after the effective date of the Credit Agreement and customary "breakage" costs with respect to SOFR loans. The Company may also reduce the commitments under the Revolving Credit Facility, in whole or in part, in each case, subject to certain minimum amounts and increments.

The Credit Agreement contains certain affirmative and negative covenants customary for financings of this type that, among other things, limit the Company and its subsidiaries' ability to incur additional indebtedness or liens, to dispose of assets, to make certain fundamental changes, enter into restrictive agreements, to make certain investments, loans, advances, guarantees and acquisitions, to prepay certain indebtedness and to pay dividends, to make other distributions or redemptions/repurchases, in respect of the Company and its subsidiaries' equity interests, to engage in transactions with affiliates or amend certain material documents. In addition, the Credit Agreement also contains financial covenants for the benefit of the lenders under the Revolving Credit Facility requiring the maintenance of a Consolidated First Lien Leverage Ratio of not greater than 3.50 to 1.00 (with a temporary step-up following a material acquisition to 4.00 to 1.00), and a Consolidated Interest Coverage Ratio (as defined in the Credit Agreement) of not less than 2.75 to 1.00.

The Credit Agreement contains customary events of default, including with respect to a failure to make payments under the Credit Facilities, cross-default, certain bankruptcy and insolvency events and customary change of control events.

The foregoing description of the Senior Credit Facilities does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Credit Agreement, a copy of which is filed as Exhibit 10.7 hereto and is incorporated into this Item 1.01 by reference, and the full text of each of the Sidecar LC Agreements, copies of which are filed as Exhibits 10.8 through 10.10, respectively, hereto and are incorporated into this Item 1.01 by reference.

Senior Notes

As previously disclosed, on September 30, 2025, the Company issued 5.625% Senior Notes due 2033 in an aggregate principal amount of $1.0 billion (the "Notes") pursuant to an indenture, dated as of September 30, 2025 (the "Indenture"), among the Company, the guarantors named therein, and Deutsche Bank Trust Company Americas, as trustee. The proceeds from the Notes offering were held in escrow until satisfaction of the conditions precedent to the Spin-Off and certain other escrow release conditions. On October 29, 2025, the proceeds from the Notes offering were released from escrow. A summary of certain important terms and conditions of the Indenture and the Notes can be found in the section entitled "Description of Material Indebtedness" in the Information Statement. Such summary is incorporated into this Item 1.01 by reference as if restated in full.

The foregoing description of the Indenture and the Notes does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Indenture (which includes a form of the Notes), copies of which are filed as Exhibit 4.1 and 4.2, respectively, hereto and is incorporated into this Item 1.01 by reference.

General

Immediately prior to the consummation of the Spin-Off, the Company was a wholly owned subsidiary of Honeywell. Effective as of 12:01 a.m., New York City time, on October 30, 2025 (the "Distribution Date"), Honeywell completed the Spin-Off through a pro rata distribution of all of the issued and outstanding shares of common stock of the Company, par value $0.01 per share (the "Solstice Common

Stock"), held immediately prior to the Distribution (as defined herein) to the holders of record of the issued and outstanding shares of common stock of Honeywell, par value $1.00 per share (the "Honeywell Common Stock"), on the basis of one share of Solstice Common Stock for every four shares of Honeywell Common Stock held by such Honeywell stockholders as of the close of business on October 17, 2025 (the "Distribution"). The Company is now an independent public company and Solstice Common Stock will commence trading "regular way" under the symbol "SOLS" on the Nasdaq Stock Market LLC (the "Nasdaq") as of 9:30 a.m., New York City time, on the Distribution Date. Honeywell did not issue fractional shares of Solstice Common Stock in connection with the Distribution. Fractional shares of Solstice Common Stock that would otherwise be allocable to Honeywell stockholders will be aggregated and sold in the open market by a distribution agent, and Honeywell stockholders will receive cash in lieu of such fractional amounts representing the pro rata portion of the aggregate cash proceeds of such sales, net of withholding taxes and brokerage commission. Following the Spin-Off, Honeywell does not beneficially own any shares of Solstice Common Stock and will no longer consolidate the Company within Honeywell's financial results.

Item 2.03 Creation of Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K under the heading "Senior Credit Facilities" and "Senior Notes" is incorporated into this Item 2.03 by reference.

Item 3.03 Material Modification to Rights of Security Holders.

The information set forth in Item 5.03 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

Item 5.01 Changes in Control of Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 5.01 by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation and Appointment of Directors

On September 30, 2025, when the Company's Registration Statement on Form 10, filed with the SEC on August 21, 2025, as amended by Amendment No. 1 filed with the SEC on September 30, 2025 (the "Form 10"), was declared effective by the SEC, the members of the Company's Board of Directors (the "Company Board") consisted of Jake Wasserman. Effective as of the consummation of the Spin-Off, Jake Wasserman resigned from his position as a director on the Company Board. Brian Worrell, who was appointed to the Company Board, effective as of October 20, 2025, continues to serve as a member of the Company Board following the Spin-Off.

The Company Board is comprised of three classes, as set forth below. The directors first appointed to Class I will hold office for a term expiring at the annual meeting of stockholders to be held in 2026; the directors first appointed to Class II will hold office for a term expiring at the annual meeting of stockholders to be held in 2027; and the directors first appointed to Class III will hold office for a term expiring at the annual meeting of stockholders to be held in 2028, with the members of each class to hold office until their successors are elected and qualified. Commencing with the 2026 annual stockholder

meeting, directors elected to succeed any directors whose terms then expire will be elected for a term of office to expire at the 2028 annual meeting. Commencing at the 2028 annual stockholder meeting, all directors will stand for election each year for annual terms, and the Company Board will no longer be divided into three classes.

As of October 30, 2025, upon the effectiveness of the Spin-Off, the Company Board was expanded to 10 members, with each of the following individuals serving on the Company Board in the positions noted below:

Name	**Class**	**Position**
Dr. Rajeev Gautam	III	Chairman of the Company Board
David Sewell	III	Director
Peter Gibbons	I	Director
Fiona C. Laird	II	Director
Rose Lee	I	Director
William Oplinger	I	Director
Sivasankaran Somasundaram	II	Director
Matthew Trerotola	II	Director
Patrick Ward	I	Director
Brian Worrell	III	Director

Biographical information on each member of the Company Board can be found in the Information Statement under the section entitled "Management and Board of Directors—Our Directors" which is incorporated into this Item 5.02 by reference as if restated in full.

In connection with their joining the Company Board, in addition to Brian Worrell, who was previously appointed as a member and the chair of the Audit Committee as of October 20, 2025, certain other members of the Company Board were appointed to the Audit Committee, Compensation Committee and Nominating and Governance Committee of the Company Board effective as of the consummation of the Spin-Off. Effective as of the consummation of the Spin-Off on October 30, 2025:

- the Audit Committee consists of Brian Worrell, Patrick Ward and Peter Gibbons, with Brian Worrell serving as the chair of the Audit Committee.
- the Compensation Committee consists of Rose Lee, Fiona Laird and Matthew Trerotola, with Fiona Laird serving as the chair of the Compensation Committee.
- the Nominating and Governance Committee consists of Sivasankaran Somasundaram, William Oplinger and Rose Lee, with Sivasankaran Somasundaram serving as the chair of the Nominating and Governance Committee.

Each of the non-employee directors of the Company will receive compensation for their service as a director or committee member in accordance with plans and programs more fully described in the Information Statement under the heading "Director Compensation" which is incorporated into this Item 5.02 by reference as if restated in full. Following the consummation of the Spin-Off, the Company's director compensation program will be subject to the review and approval of, and amendment by, the Company Board or a committee thereof.

There are no arrangements or understandings between any of the individuals listed above and any other person pursuant to which such individuals were selected as directors. There are no transactions involving any of the individuals listed above that would be required to be reported under Item 404(a) of Regulation S-K of the Securities Act of 1933, as amended (the "Securities Act").

Resignation and Appointment of Certain Executive Officers

Effective as of the consummation of the Spin-Off, Jake Wasserman resigned from his position as the Company's President and Secretary and Thilo Huber resigned from his position as the Company's Treasurer.

Effective as of the consummation of the Spin-Off, the following individuals are now serving as executive officers of the Company in the positions noted below:

Name	**Position**
David Sewell	President and Chief Executive Officer
Jason Clifford	Senior Vice President and Chief Human Resources Officer
Jeffrey Dormo	Senior Vice President, Refrigerants & Applied Solutions
Simon Mawson	Senior Vice President, Electronic & Specialty Materials
Tina Pierce	Senior Vice President and Chief Financial Officer
Brian Rudick	Senior Vice President, General Counsel and Corporate Secretary

Biographical information on each of the executive officers is more fully described in the Information Statement under the heading "Management and Board of Directors–Our Executive Officers" which is incorporated into this Item 5.02 by reference as of restated in full.

The plans and programs in which the executive officers may participate at the Company are substantially similar to those plans and programs in which each such officer was eligible to participate in at Honeywell prior to the Spin-Off, as described in the Information Statement under the heading "Compensation Discussion and Analysis," which is incorporated into this Item 5.02 by reference as if restated in full. Each of the executive officers has entered into an offer letter ("Solstice Advanced Materials Offer Letters") that sets forth the initial base salary and target incentive compensation opportunity that became effective on the date of the Spin-Off. The foregoing description of the Solstice Advanced Materials Offer Letters does not purport to be complete and is subject to, and qualified in its entirety by, the full text of each the Solstice Advanced Materials Offer Letters, copies of which are filed as Exhibits 10.11 through 10.16, respectively, hereto and are incorporated into this Item 1.01 by reference.

Further, in connection with the Spin-Off and each as described in the Information Statement under the heading "Compensation Discussion and Analysis," the Company adopted, and the sole stockholder of the Company approved, the 2025 Stock Incentive Plan of Solstice Advanced Materials Inc. and its Affiliates (the "Stock Incentive Plan") and the Severance Plan for Designated Officers (the "Severance Plan"). The foregoing description of the Stock Incentive Plan and the Severance Plan does not purport to be complete and is subject to, and qualified in its entirety by, the full text of each such plan, copies of which are filed as Exhibits 10.17 and 10.18, respectively, hereto and are incorporated into this Item 1.01 by reference.

There are no transactions involving any of the individuals listed above that would be required to be reported under Item 404(a) of Regulation S-K of the Securities Act.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Effective as of October 30, 2025, the certificate of incorporation of the Company was amended and restated (the "Amended and Restated Certificate of Incorporation") and the by-laws of the Company were amended and restated (the "Amended and Restated By-Laws"). A description of the material provisions of the Amended and Restated Certificate of Incorporation and the Amended and Restated By-Laws can be found in the Information Statement under the section entitled "Description of Our Capital Stock," which is incorporated into this Item 5.03 by reference as if restated in full.

The foregoing description of the Amended and Restated Certificate of Incorporation and Amended and Restated By-laws does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amended and Restated Certificate of Incorporation and the Amended and Restated By-Laws, copies of which are filed as Exhibits 3.1 and 3.2, respectively, hereto and are incorporated into this Item 5.03 by reference.

Item 5.05 Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

In connection with the Spin-Off, the Company Board adopted a Code of Business Conduct. A copy of the Company's Code of Business Conduct is available under the "Integrity and Compliance" section of the Company's website at investor.solstice.com.

Item 8.01 Other Events.

Press Releases

On October 30, 2025, the Company issued a press release (the "Company Press Release") announcing, among other things, the completion of the Spin-Off. A copy of the Company Press Release is attached hereto as Exhibit 99.1 and is incorporated into this Item 8.01 by reference.

Corporate Governance Guidelines

In connection with the Spin-Off, the Company Board adopted Corporate Governance Guidelines designed to assist the Company and the Company Board in implementing effective corporate governance practices. A copy of the Company's Corporate Governance Guidelines is available under the "Investor Relations" section of the Company's website at investor.solstice.com.

Item 9.01 Financial Statements and Exhibits.

(d) ***Exhibits.***

Exhibit No.	Description
2.1	Separation and Distribution Agreement, dated as of October 30, 2025, by and between Solstice Advanced Materials Inc. and Honeywell International Inc. #
3.1	Amended and Restated Certificate of Incorporation of Solstice Advanced Materials Inc., dated as of October 30, 2025 (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-8, filed with the SEC on October 30, 2025)
3.2	Amended and Restated By-Laws of Solstice Advanced Materials Inc., dated as of October 30, 2025 (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-8, filed with the SEC on October 30, 2025)

4.1	Indenture, dated as of September 30, 2025, by and among Solstice Advanced Materials Inc., the guarantors named therein and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 to Amendment No. 1 to the Company's Registration Statement on Form 10, filed with the SEC on September 30, 2025)
4.2	Form of 5.625% Senior Notes due 2033 (included in Exhibit 4.1) (incorporated by reference to Exhibit 4.2 to Amendment No. 1 to the Company's Registration Statement on Form 10, filed with the SEC on September 30, 2025)
10.1	Transition Services Agreement, dated as of October 30, 2025, by and between Solstice Advanced Materials Inc. and Honeywell International Inc. #
10.2	Tax Matters Agreement, dated as of October 30, 2025, by and between Solstice Advanced Materials Inc. and Honeywell International Inc. #
10.3	Employee Matters Agreement, dated as of October 30, 2025, by and between Solstice Advanced Materials Inc. and Honeywell International Inc. #
10.4	Intellectual Property Cross-License Agreement, dated as of October 30, 2025, by and between Solstice Advanced Materials Inc. and Honeywell International Inc. #
10.5	Trademark License Agreement, dated as of October 30, 2025, by and between Solstice Advanced Materials Inc. and Honeywell International Inc. #
10.6	Accelerator License Agreement, dated as of October 30, 2025, by and between Solstice Advanced Materials Inc. and Honeywell International Inc. #
10.7	Credit Agreement, dated as of October 29, 2025, by and among Solstice Advanced Materials Inc., substantially all of the direct and indirect wholly owned subsidiaries of the Company that are organized under the laws of the United States, as guarantors, the lenders and issuing banks party thereto, and JPMorgan Chase Bank, N.A., as administrative agent #
10.8	Letter of Credit, dated as of October 29, 2025, by and between Solstice Advanced Materials Inc. and The Toronto-Dominion Bank, New York Branch, as issuer #
10.9	Letter of Credit, dated as of October 29, 2025, by and between Solstice Advanced Materials Inc. and UniCredit Bank GmbH, New York Branch, as issuer #
10.10	Letter of Credit, dated as of October 29, 2025, by and between Solstice Advanced Materials Inc. and Banco Bilbao Vizcaya Argentaria, S.A. New York Branch, as issuer #
10.11	Offer Letter for David Sewell (incorporated by reference to Exhibit 10.9 to Amendment No. 1 to the Company's Registration Statement on Form 10, filed with the SEC on September 30, 2025) #
10.12	Offer Letter for Jason Clifford (incorporated by reference to Exhibit 10.10 to Amendment No. 1 to the Company's Registration Statement on Form 10, filed with the SEC on September 30, 2025)
10.13	Offer Letter for Jeffrey Dormo (incorporated by reference to Exhibit 10.11 to Amendment No. 1 to the Company's Registration Statement on Form 10, filed with the SEC on September 30, 2025)
10.14	Offer Letter for Simon Mawson (incorporated by reference to Exhibit 10.12 to Amendment No. 1 to the Company's Registration Statement on Form 10, filed with the SEC on September 30, 2025)
10.15	Offer Letter for Tina Pierce (incorporated by reference to Exhibit 10.13 to Amendment No. 1 to the Company's Registration Statement on Form 10, filed with the SEC on September 30, 2025)
10.16	Offer Letter for Brian Rudick (incorporated by reference to Exhibit 10.14 to Amendment No. 1 to the Company's Registration Statement on Form 10, filed with the SEC on September 30, 2025)
10.17	2025 Stock Incentive Plan for Solstice Advanced Materials Inc. and its Affiliates (incorporated by reference to Exhibit 4.3 to the Company's Registration Statement on Form S-8, filed with the SEC on October 30, 2025)
10.18	Severance Plan for Designated Officers
99.1	Press Release of Solstice Advanced Materials Inc., dated as of October 30, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Schedules and/or exhibits have been omitted from this filing pursuant to Item 601(a)(5) of Regulation S-K. The Registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 30, 2025

SOLSTICE ADVANCED MATERIALS INC.

By: /s/ Brian Rudick

Brian Rudick

Senior Vice President,
General Counsel and Corporate Secretary

SEPARATION AND DISTRIBUTION AGREEMENT

by and between

SOLSTICE ADVANCED MATERIALS INC.

and

HONEYWELL INTERNATIONAL INC.

Dated as of October 30, 2025

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SEPARATION AND DISTRIBUTION AGREEMENT

SEPARATION AND DISTRIBUTION AGREEMENT (this "Agreement"), dated as of October 30, 2025, by and between Honeywell International Inc., a Delaware corporation ("RemainCo"), and Solstice Advanced Materials Inc. (f/k/a Solstice Advanced Materials, LLC), a Delaware corporation ("SpinCo"). Each of RemainCo and SpinCo is sometimes referred to herein as a "Party" and collectively, as the "Parties."

W I T N E S S E T H:

WHEREAS, RemainCo, acting through its direct and indirect Subsidiaries, currently conducts (a) the SpinCo Business and (b) the RemainCo Business;

WHEREAS, the Board of Directors of RemainCo (the "Board") has determined that it is appropriate, desirable and in the best interests of RemainCo and its stockholders to separate RemainCo into two separate, publicly traded companies, one for each of (a) the SpinCo Business, which shall be owned and conducted, directly or indirectly, by SpinCo, and (b) the RemainCo Business, which shall be owned and conducted, directly or indirectly, by RemainCo;

WHEREAS, in order to effect such separation, the Board has determined that it is appropriate, desirable and in the best interests of RemainCo and its stockholders (a) to undertake a series of transactions with respect to the allocation and transfer or assignment of Assets and Liabilities, including by means of the Conveyancing and Assumption Instruments, resulting in (i) RemainCo and/or one or more members of the RemainCo Group, collectively, owning all of the RemainCo Assets, assuming (or retaining or indemnifying the SpinCo Indemnitees against) all of the RemainCo Liabilities and, except as provided in any Ancillary Agreement, operating the RemainCo Business and (ii) SpinCo and/or one or more members of the SpinCo Group, collectively, owning all of the SpinCo Assets, assuming (or retaining or indemnifying the RemainCo Indemnitees against) all of the SpinCo Liabilities and, except as provided in any Ancillary Agreement, operating the SpinCo Business, in each case (clauses (a)(i) and (a)(ii)) (such transactions described in this clause (a), the "Internal Reorganization"), and (b) thereafter, for RemainCo to distribute on the Distribution Date to the holders of RemainCo Common Stock as of the close of business on the Distribution Record Date, on a pro rata basis and on the basis of one share of SpinCo Common Stock for every four outstanding shares of RemainCo Common Stock, all of the then issued and outstanding shares of SpinCo Common Stock (such transactions described in this clause (b), the "Distribution");

WHEREAS, in connection with the Internal Reorganization, the Board has determined that it is appropriate, desirable and in the best interests of RemainCo and its stockholders for SpinCo to make the SpinCo Cash Distribution;

WHEREAS, SpinCo has been formed for this purpose and has not engaged in activities except those in connection with the transactions contemplated by the Internal Reorganization, the consummation of the transactions contemplated by this Agreement and those activities necessary in connection with its standup as an independent company (including activities with respect to the SpinCo Financing Arrangements and the distribution of the SpinCo Common Stock);

WHEREAS, for U.S. federal income Tax purposes, it is intended that the SpinCo Spin Contribution and the Distribution, taken together, qualify for non-recognition of gain and loss pursuant to Section 355, Section 361 and Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, each of RemainCo and SpinCo has determined that it is necessary and desirable to agree to the principal corporate transactions required to effect the Internal Reorganization (to the extent not already effected prior to the date hereof), the SpinCo Cash Distribution and the Distribution and to agree to other agreements that will govern certain other matters following the Effective Time.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 General. As used in this Agreement, the following terms shall have the following meanings:

(1) "Accelerator License Agreement" shall mean the Accelerator License Agreement, dated as of October 30, 2025, by and between RemainCo and SpinCo.

(2) "Acceptable Alternative Arrangement" shall have the meaning set forth in Section 2.2(d)(i).

(3) "Action" shall mean any demand, action, claim, cause of action, suit, countersuit, arbitration, inquiry, case, litigation, subpoena, proceeding or investigation (whether civil, criminal or administrative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal or authority.

(4) "Adversarial Action" means (i) an Action by a member of the RemainCo Group, on the one hand, against a member of the SpinCo Group, on the other hand, or (ii) an Action by a member of the SpinCo Group, on the one hand, against a member of the RemainCo Group, on the other hand.

(5) "Affiliate" shall mean, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party or member of either Group shall be deemed to be an Affiliate of the other Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of RemainCo or RemainCo's stockholders prior to, or in case of SpinCo's stockholders, after the Effective Time.

(6) "Agent" shall mean EQ Shareowner Services.

(7) "Agreement" shall have the meaning set forth in the preamble hereto.

(8) "Ancillary Agreements" shall mean all of the written Contracts, instruments, assignments or other arrangements (other than this Agreement) entered into in connection with the transactions contemplated hereby, including the Tax Matters Agreement, the Transition Services Agreement, the Employee Matters Agreement, the IP Cross-License Agreement, the Trademark License Agreement, the Accelerator License Agreement, the Intergroup Leases and the agreements or other continuing arrangements set forth on Schedule 1.1(8) and any other agreements to be entered into by and between any member of the SpinCo Group and any member of the RemainCo Group, at, prior to or after the Distribution in connection with the Distribution, but shall exclude the Conveyancing and Assumption Instruments.

(9) "Applicable RemainCo CSI Draw Date" shall have the meaning set forth in Section 2.10(d)(ii).

(10) "Applicable SpinCo CSI Draw Date" shall have the meaning set forth in Section 2.10(d)(i).

(11) "Appropriate Remediation Standard" shall have the meaning set forth in Section 6.11(d)(vi).

(12) "Arbitral Tribunal" shall have the meaning set forth in Section 8.1(c)(i).

(13) "Assets" shall mean all right, title and ownership interests in and to all properties, claims, Contracts, businesses or assets (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following (regardless of any potential overlap):

(i) all Information;

(ii) all tangible personal property and interests therein (including machinery, equipment, tools and vehicles);

(iii) all raw materials, works-in-process, supplies, ingredients, inputs, parts, packaging, finished goods and products and other inventories;

(iv) all rights, title and interest in and to real property of whatever nature, including all land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights, and any and all other water rights pertaining to the land, and any and all licenses, permits, registrations, approvals and

authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances located thereon or associated therewith;

(v) all interests in any capital stock of, or other equity interests in, any Person;

(vi) all Contracts and any rights or claims (whether accrued or contingent) arising under any Contracts;

(vii) all Credit Support Instruments;

(viii) all written (including in electronic form) technical information, data, specifications, research and development information, engineering drawings and specifications, operating and maintenance manuals, and materials and analyses prepared by consultants and other third parties;

(ix) all Intellectual Property;

(x) all IT Assets and IT Contracts;

(xi) all Personal Data;

(xii) all Cash and Cash Equivalents, notes, interest receivables and other financial assets and derivative instruments;

(xiii) all accounts and notes receivable;

(xiv) all credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items;

(xv) all accruals, counterclaims, insurance claims, rights to coverage under applicable insurance policies, warranties, contractual indemnities, control rights and other rights similar to the foregoing; and

(xvi) all Permits, Consents and Registrations.

Except as otherwise specifically set forth herein or in the Tax Matters Agreement or the Employee Matters Agreement, the rights and obligations of the Parties with respect to (a) Taxes shall be governed by the Tax Matters Agreement and (b) any assets of the nature described in the preceding sentence of this definition that are allocated pursuant to the Employee Matters Agreement shall be governed by the Employee Matters Agreement, and, therefore, Taxes (including any Tax Attributes) and such assets shall not be treated as Assets governed by this Agreement.

(14) "Assume" shall have the meaning set forth in Section 2.2(c) and the term "Assumption" shall have its correlative meaning.

(15) "Audited Party" shall have the meaning set forth in Section 5.1(c).

(16) "Board" shall have the meaning set forth in the recitals hereto.

(17) "Business" shall mean (a) with respect to SpinCo and/or one or more members of the SpinCo Group, the SpinCo Business, or (b) with respect to RemainCo and/or one or more members of the RemainCo Group, the RemainCo Business.

(18) "Business Day" shall mean any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York, New York.

(19) "Cash and Cash Equivalents" shall mean (a) cash and (b) checks, certificates of deposit having a maturity of less than one year, money orders, bills of exchange, marketable securities, money market funds, commercial paper, short-term instruments, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Entity, minus the amount of any outbound checks, plus the amount of any deposits in transit.

(20) "Code" shall have the meaning set forth in the recitals hereto.

(21) "Collective Benefit Services" shall have the meaning set forth in Section 7.7(a).

(22) "Commission" shall mean the United States Securities and Exchange Commission.

(23) "Confidential Information" shall mean all non-public, confidential or proprietary Information concerning a Party and/or its Subsidiaries or with respect to SpinCo, the SpinCo Business, any SpinCo Asset or any SpinCo Liabilities, or with respect to RemainCo, the RemainCo Business, any RemainCo Assets or any RemainCo Liabilities, which, prior to or following the Effective Time, has been disclosed by a Party or its Subsidiaries to the other Party or its Subsidiaries, or otherwise has come into the possession of, the other, including pursuant to the access provisions of Article VII or any other provision of this Agreement, including any data or documentation resident, existing or otherwise provided in a database or in a storage medium, permanent or temporary, intended for confidential, proprietary and/or privileged use by a Party (except to the extent that such Information can be shown to have been (a) in the public domain or known to the public through no fault of the receiving Party or its Subsidiaries, (b) lawfully acquired by the receiving Party or its Subsidiaries from other sources not known to be subject to confidentiality obligations with respect to such Confidential Information or (c) independently developed by the receiving Party or its Affiliates after the Distribution without reference to or use of any Confidential Information). As used herein, by example and without limitation, Confidential Information shall mean any Information of a Party marked as confidential, proprietary and/or privileged.

(24) "Consents" shall mean any consents, waivers, notices, reports or other filings obtained, made or to be obtained from or made, including with respect to any Contract, or any registrations, licenses, permits, approvals, authorizations obtained or to be obtained from, or approvals from, or notification requirements to, any Person including a Governmental Entity.

(25) "Contract" shall mean any agreement, contract, subcontract, obligation, note, indenture, instrument, option, lease, sublease, promise, arrangement, release, warranty, license,

sublicense, insurance policy, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(26) "Controller" shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, the Person who or that determines the purposes and means of the Processing of Personal Data.

(27) "Conveyancing and Assumption Instruments" shall mean, collectively, the various Contracts and other documents entered into prior to the Effective Time and to be entered into to effect the Transfer of Assets and the Assumption of Liabilities in the manner contemplated by this Agreement and the Internal Reorganization, or otherwise relating to, arising out of or resulting from the Transfer of Assets and/or Assumption of Liabilities between members of each Group, in such form or forms as the applicable parties thereto agree, which shall be on an "as is", "where is" and "with all faults" basis, and in the case of Conveyancing and Assumption Instruments relating to real property, subject to the further provisions of Section 2.7.

(28) "Copyrights" shall mean copyrightable works, copyrights (including in product label or packaging artwork or templates), moral rights, mask work rights, database rights and design rights, in each case, whether or not registered, and registrations and applications for registration thereof.

(29) "Corrective Action Performing Party" shall have the meaning set forth in Section 6.11(e).

(30) "Credit Support Instruments" shall mean any letters of credit, performance bonds, surety bonds, banker's acceptances or other similar arrangements.

(31) "Damages" shall mean any loss, damage, injury, claim, demand, payments (including those arising out of any settlement or judgment relating to any proceeding), award, fine, penalty, Tax, fee (including reasonable out of pocket attorneys' or advisors' fees and disbursements incurred in the defense thereof), charge, cost (including reasonable costs of investigation) or expense of any nature, excluding, except as set forth in Section 8.1(c)(v), any incidental, indirect, special, exemplary, punitive or consequential damages (including lost revenues or profits), but including amounts paid or payable to third parties in respect of any third-party claim for which indemnification hereunder is otherwise required (including components of such third-party claim relating to incidental, indirect, special, exemplary, punitive or consequential damages (including lost revenues or profits)).

(32) "Data Protection Laws" shall mean the following to the extent applicable from time to time: (a) the California Consumer Privacy Act, as amended by the California Privacy Rights Act, (b) the General Data Protection Regulation (2016/679) ("GDPR") and the GDPR as transposed into the national laws of the United Kingdom ("UK GDPR"), (c) any national law supplementing the GDPR and UK GDPR and (d) any other data protection or privacy Laws or binding codes of practice issued by or with the approval of a relevant data protection authority applicable to the Processing of Personal Data (as amended and/or replaced from time to time).

(33) "Data Subject" shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, any identified or identifiable natural person to whom the Personal Data Processed pursuant to this Agreement or any Ancillary Agreement relates.

(34) "Decision on Interim Relief" shall have the meaning set forth in Section 8.1(c)(ix).

(35) "Deemed SpinCo Spin Contribution" shall mean the Transfer of Assets to and Assumption of Liabilities by SpinCo that will be deemed to occur for U.S. federal income Tax purposes as a result of the conversion of SpinCo from a limited liability company organized under the laws of the State of Delaware to a corporation organized under the laws of the State of Delaware.

(36) "Designated Ancillary Agreements" shall mean the Employee Matters Agreement and the Tax Matters Agreement.

(37) "Determination" shall have the meaning set forth in the Tax Matters Agreement.

(38) "Discontinued and/or Divested Operations and Businesses" shall mean any (a)(v) company, (w) business, (x) business unit, (y) product line or (z) business operation operated or conducted, and (b) any site or plant (and in each case (clauses (a)(v) through (z) and (b)) any portion thereof) that was owned, leased, occupied or otherwise used by (or on behalf of) any member of any Group (or any predecessor thereto) or any former Subsidiary thereof (or for which any member of any Group has become liable other than to the extent related to the conduct of the SpinCo Business and RemainCo Business) at any time prior to the Distribution Date and that was not owned, operated or conducted or, with respect to plants and sites, used by (or on behalf of) a member of a Group in the active conduct of the SpinCo Business or RemainCo Business as of the Distribution Date, in each case, whether as a result of sale, transfer, conveyance or other disposition or abandonment, closure, discontinuation or other cessation (other than any temporary cessation or closure of a site (or any portion thereof) that has been resolved by the placement of such site or portion thereof back into active use by the Group to which such Asset has been allocated pursuant to this Agreement (but in the case of Assets subject to an Intergroup Lease, by the lessee Party) prior to the Distribution (as evidenced in writing prior to the Distribution) of any (I)(v) company, (w) business, (x) business unit, (y) product line or (z) business operation operated or conducted and (II) any site or plant (and in each case (clauses (I)(v) through (z) and (II)) any portion thereof) (clause (b), a "Legacy Site")).

(39) "Dispute" shall have the meaning set forth in Section 8.1(a).

(40) "Distribution" shall have the meaning set forth in the recitals hereto.

(41) "Distribution Date" shall mean October 30, 2025.

(42) "Distribution Disclosure Documents" shall mean any registration statement (including any registration statement on Form 10 and all exhibits thereto (including the SpinCo Information Statement) or on Form S-8 related to securities to be offered under any employee benefit plan) and any current reports on Form 8-K filed or furnished with the Commission by

SpinCo in connection with the Distribution or by RemainCo solely to the extent such documents relate to the Distribution, but excluding the Financing Disclosure Documents.

(43) "Distribution Record Date" shall mean October 17, 2025.

(44) "Effective Time" shall mean 12:01 a.m., New York City Time, on the Distribution Date.

(45) "Emergency Arbitrator" shall mean an emergency arbitrator appointed by the ICDR in accordance with the Rules, as specified in Section 8.1.

(46) "Employee Matters Agreement" shall mean the Employee Matters Agreement, dated as of October 30, 2025, by and between RemainCo and SpinCo.

(47) "Employee Records" shall have the meaning set forth in the Employee Matters Agreement.

(48) "Employee Related Liabilities" shall have the meaning set forth in the definition of "Liabilities".

(49) "Engineering Models and Databases" shall mean (a) physical property databases, (b) empirical or mathematical dynamic or steady state models of processes, equipment and/or reactions and databases containing data resulting from such models, (c) computations of equipment or unit operation operating conditions including predictive or operational behavior and (d) databases with historical operational data.

(50) "Environmental Laws" shall mean all Laws relating to pollution or protection of the environment or, as such relates to exposure to Hazardous Substances, to human health or safety, including Laws relating to the exposure to, or Release, threatened Release or the presence of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport or handling of Hazardous Substances and all Laws with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Substances, and all Laws relating to endangered or threatened species of fish, wildlife and plants and damage to and the protection of natural resources.

(51) "Environmental Liabilities" shall mean any Liabilities, arising out of or resulting from any Environmental Law, Contract or agreement relating to the environment, Hazardous Substances or human exposure to Hazardous Substances, including (a) judgments, settlements, complaints, Damages, costs or expenses, including fees and expenses of counsel, whether or not arising out of, relating to or in connection with any Actions, (b) costs of defense and other responses to any administrative or judicial action (including notices, claims, complaints, suits and other assertions of liability), (c) responsibility for any investigation, remediation, monitoring or cleanup costs, response costs, removal costs, injunctive relief, natural resource damages, and any other environmental compliance or remedial measures, and (d) costs and expenses relating to correcting violations of or non-compliance with applicable Environmental Laws.

(52) "Environmental Permit" shall mean any Permit issued under any Environmental Laws.

(53) "Financing Disclosure Documents" shall mean any prospectus, offering memorandum, offering circular (including franchise offering circular or any similar disclosure statement) or similar disclosure document, whether or not filed with the Commission or any other Governmental Entity, which offers for sale or registers the Transfer or distribution of securities or indebtedness of the SpinCo Group.

(54) "Force Majeure Event" shall mean, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been foreseen by such Party (or such Person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, pandemics, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources or distribution facilities.

(55) "GDPR" shall have the meaning set forth in the definition of "Data Protection Laws".

(56) "General Dispute Notice" shall have the meaning set forth in Section 8.1(b)(i).

(57) "General Negotiation Period" shall have the meaning set forth in Section 8.1(b)(i).

(58) "Governmental Entity" shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

(59) "Group" shall mean (a) with respect to SpinCo, the SpinCo Group, and (b) with respect to RemainCo, the RemainCo Group.

(60) "Guaranty Release" shall have the meaning set forth in Section 2.10(b).

(61) "Hazardous Substances" shall mean (a) any substances defined, listed, classified or regulated as "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "pollutants," "solid wastes," "contaminants," "radioactive materials," "petroleum," "oils" or designations of similar import under any Environmental Law, or (b) any other chemical, material or substance for which standards of conduct are, or liability can be, imposed under any Environmental Law, including per- or polyfluoroalkyl substances.

(62) "ICDR" shall have the meaning set forth in Section 8.1(c).

(63) "Indebtedness" shall mean, with respect to any Person, (a) the principal value, prepayment and redemption premiums and penalties and other breakage costs (if any), unpaid fees and other monetary obligations (including interest) in respect of any indebtedness for borrowed money, whether short term (including overdrawn bank accounts) or long term, and all obligations evidenced by bonds, debentures, notes, other debt securities or similar instruments,

(b) any indebtedness arising under any capital leases (excluding any real estate leases), whether short term or long term, (c) all liabilities secured by any Security Interest on any assets of such Person, (d) all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, currency swap agreement, cross-currency rate swap agreement, currency future or option contract, exchange rate protection agreement or other similar agreement designed to protect such Person against fluctuations in interest rates or currency exchange rates, (e) all interest bearing indebtedness for the deferred purchase price of property or services, (f) all liabilities under any Credit Support Instruments, (g) all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (a) through (f), and (h) without duplication, all guarantees of indebtedness referred to in the foregoing clauses (a) through (g).

(64) "Indemnifiable Loss" and "Indemnifiable Losses" shall mean any and all Damages, losses, deficiencies, Liabilities, obligations, penalties, judgments, settlements, claims, payments, fines, interest, costs and expenses (including the costs and expenses of any and all Actions and demands, assessments, judgments, settlements and compromises relating thereto and the reasonable costs and expenses of attorneys', accountants', consultants' and other professionals' fees and expenses incurred in the investigation or defense thereof or the enforcement of rights hereunder).

(65) "Indemnifying Party" shall have the meaning set forth in Section 6.4(a).

(66) "Indemnitee" shall have the meaning set forth in Section 6.4(a).

(67) "Indemnity Payment" shall have the meaning set forth in Section 6.8(a).

(68) "Information" shall mean information, content, and data in written, oral, electronic, computerized, digital or other tangible or intangible media, including (a) books and records, whether accounting, legal or otherwise; ledgers, studies, reports, surveys, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples and flow charts; marketing plans, customer names and information (including prospects); technical information, including such information relating to the design, operation, maintenance, testing, test results, development, and manufacture of any Party's or its Group's products or facilities (including product or facility specifications and documentation; engineering, design, and manufacturing drawings, diagrams, layouts, maps and illustrations; formulations and material specifications; laboratory studies and benchmark tests; quality assurance policies procedures and specifications; maintenance and inspection procedures and records; evaluation and/validation studies; process control and/or shop-floor control strategy, logic or algorithms; assembly code, Software, firmware, programming data, databases, and all information referred to in the same); product costs, margins and pricing; product marketing studies and strategies; product stewardship and safety; all other Know-How related to research, engineering, development and manufacturing; communications, correspondence, materials, product literature, artwork, files and documents; (b) information contained in Patents and Know-How; and (c) financial and business information, including earnings reports and forecasts, macro-economic reports and forecasts, all cost information (including supplier records and lists), sales and pricing data, business plans, market evaluations, surveys, credit-related information, and other such information as may be needed for

reasonable compliance with reporting, disclosure, filing or other requirements, including under applicable securities laws or regulations of securities exchanges.

(69) "Insurance Policies" shall mean all insurance policies of any member of a Group, including any self-insurance policies, fronted insurance policies and captive insurance policies.

(70) "Insurance Proceeds" shall mean those monies (a) received by an insured from an insurer or (b) paid by an insurer on behalf of an insured, in either case net of any applicable premium adjustment, retrospectively-rated premium, deductible, retention or cost of reserve paid or held by or for the benefit of such insured.

(71) "Insurer" shall mean the insuring entity issuing and/or subscribing to one or more Insurance Policies.

(72) "Intellectual Property" shall mean any and all rights (created or arising in any jurisdiction anywhere in the world, whether statutory, common law, or otherwise) to the extent arising from or related to intellectual property, including (a) Patents, (b) Trademarks, (c) Copyrights, (d) rights in Know-How, (e) rights in Software and data, (f) all other intellectual property or proprietary rights, (g) all registrations and applications for registration of any of the foregoing clauses (a) through (f), and (h) all actions and rights to sue at law or in equity for any past, present or future infringement, misappropriation or other violation of any of the foregoing.

(73) "Intentionally Delayed SpinCo Assets" shall have the meaning set forth in the definition of "SpinCo Assets".

(74) "Intergroup Accounts" shall have the meaning set forth in Section 2.3.

(75) "Intergroup Leases" shall mean the Contracts set forth on Schedule 1.1(75).

(76) "Interim Relief" shall have the meaning set forth in Section 8.1(c)(ix).

(77) "Internal Control Audit and Management Assessments" shall have the meaning set forth in Section 5.1(b).

(78) "Internal Reorganization" shall have the meaning set forth in the recitals hereto.

(79) "IP Cross-License Agreement" shall mean the Intellectual Property Cross-License Agreement, dated as of October 30, 2025, by and between RemainCo and SpinCo.

(80) "IT Assets" shall mean all copies of Software, computer systems, telecommunications equipment, databases, internet protocol addresses, and documentation, reference, resource and training materials to the extent relating thereto, other than, in each case, Intellectual Property contained therein.

(81) "IT Contracts" shall mean all Contracts (including Contract rights) relating to any IT Assets (including software license agreements, source code escrow agreements, support and maintenance agreements, electronic database access contracts, domain name registration agreements, website hosting agreements, software or website development agreements,

outsourcing agreements, service provider agreements, interconnection agreements, Permits, radio licenses and telecommunications agreements).

(82) "Joint Actions" shall have the meaning set forth in Section 6.9(d).

(83) "Key Employee" shall have the meaning set forth on Schedule 5.6(a).

(84) "Know-How" shall mean all confidential or proprietary information, including trade secrets, know-how and technical data, including any that comprise financial, business, scientific, technical, economic or engineering information and instructions, including any confidential or proprietary raw materials, material lists, raw material specifications, manufacturing or production files or specifications, plans, drawings, blueprints, design tools, quality assurance and control procedures, simulation capability, research data, manuals, compilations, reports, including technical reports and research reports, analyses, formulas, formulations, designs, prototypes, methods, techniques, processes, rights in research, development, manufacturing, financial, marketing and business data, pricing and cost information, customer and supplier lists and information, procedures, inventions and invention disclosure documents, as well as Plant Operating Documents, and Engineering Models and Databases, in each case, other than Patents.

(85) "Law" shall mean any U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, constitution, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

(86) "Legacy SpinCo Environmental Liabilities" shall mean (A) any and all Environmental Liabilities relating to, arising out of or resulting from any ownership or operation of any SpinCo Legacy Site; (B) any and all Environmental Liabilities that are SpinCo Discontinued and/or Divested Operations and Business Liabilities and (C) any and all Off-Site Environmental Liabilities to the extent related to or arising out of wastes generated by the SpinCo Discontinued and/or Divested Operations and Businesses.

(87) "Liabilities" shall mean any and all Indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, reserved or unreserved, or determined or determinable, including those arising under any Law (including Environmental Law), Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, Damages or equitable relief which may be imposed and including all costs and expenses related thereto. Except as otherwise specifically set forth herein, the rights and obligations of the Parties with respect to Taxes and with respect to liabilities of the nature described in the preceding sentence of this definition that are allocated pursuant to the Employee Matters Agreement ("Employee Related Liabilities") shall be governed by the Tax Matters Agreement and Employee Matters Agreement, respectively, and, therefore, Taxes and Employee Related Liabilities shall not be treated as Liabilities governed by this Agreement other than for purposes of indemnification related to the Distribution Disclosure Documents.

(88) "Liable Party" shall have the meaning set forth in Section 2.9(b).

(89) "Managing Party" shall have the meaning set forth in Section 6.9(d).

(90) "Mixed Contract" shall mean any Contract to which any member of the RemainCo Group or SpinCo Group is party that is related to both the SpinCo Business, on the one hand, and the RemainCo Business, on the other hand (in each case, other than in a de minimis respect).

(91) "Nasdaq" shall mean, as the case may be, The Nasdaq Global Market or Nasdaq Stock Market LLC.

(92) "Negotiation Period" shall mean the General Negotiation Period.

(93) "New York Court" shall have the meaning set forth in Section 8.1(c)(x).

(94) "Non-Assumable Third Party Claims" shall have the meaning set forth in Section 6.4(b).

(95) "Non-Managing Party" shall have the meaning set forth in Section 6.9(d).

(96) "Non-Performing Impacted Party" shall have the meaning set forth in Section 6.11(d)(i).

(97) "Non-Performing Site Controller" shall have the meaning set forth in Section 6.11(d)(ii).

(98) "Non-Shared Contract" shall mean any Mixed Contract that is an IT Asset or IT Contract.

(99) "Non-Transferred Permit" shall have the meaning set forth in Section 5.5(a).

(100) "Notice Recipient" shall have the meaning set forth in Section 2.2(d)(vi).

(101) "Notifying Party" shall have the meaning set forth in Section 2.2(d)(vi).

(102) "Off-Site Environmental Liabilities" shall mean any and all Environmental Liabilities arising or associated with any third-party location that is not as of the time of the Distribution nor has ever been owned, leased or operated by RemainCo or any of its Subsidiaries to the extent arising out of occurrences prior to the time of the Distribution; provided, that for purposes of clarification, Off-Site Environmental Liabilities shall not include Liability arising or associated with any third-party locations or environmental media that have been impacted by Hazardous Substances Released from any property owned, leased or operated by RemainCo or any of its Subsidiaries at or prior to the time of the Distribution.

(103) "Other Party" shall have the meaning set forth in Section 2.9(a).

(104) "Other Party's Auditors" shall have the meaning set forth in Section 5.1(b).

(105) Intentionally omitted.

(106) "Partial Assignment" shall have the meaning set forth in Section 2.2(d)(i).

(107) "Party" or "Parties" shall have the meaning set forth in the preamble hereto.

(108) "Patent" shall mean patents, patent applications (including patents issued thereon) and statutory invention registrations, patents of importation, patents of improvement, certificates of addition, design patents and utility models, including provisionals, reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof.

(109) "Performing Party" shall have the meaning set forth in Section 6.11(c)(iii).

(110) "Permit Transferee" shall mean SpinCo or RemainCo, or another member of their respective Group, that requires, as a result of the transactions contemplated by this Agreement, a Permit, including any Environmental Permit, to be transferred or issued to it with respect to the properties, businesses, and operations being conveyed or Transferred to it in accordance with this Agreement.

(111) "Permit Transferor" shall mean each of SpinCo or RemainCo or another member of its respective Group, as applicable, that currently holds a Permit, including any Environmental Permit, that as a result of the transactions contemplated by this Agreement, must be transferred, or in respect of which a new Permit must be issued, to a member of the SpinCo Group or RemainCo Group, or a relevant subsidiary, in connection with the transfer of any properties, businesses, or operations of the SpinCo Group or RemainCo Group, respectively, in accordance with this Agreement.

(112) "Permits" shall mean permits, approvals, authorizations, consents (including quotas), licenses, registrations, exemptions or certificates issued by any Governmental Entity (other than Registrations, which are addressed separately).

(113) "Person" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

(114) "Personal Data" shall mean (a) any information that can identify, relate to, describe, be associated with, or be reasonably capable of being associated with a particular individual, and (b) any information that constitutes "personal information," "personal data," "personally identifiable information" or other corollary term under Data Protection Laws.

(115) "Personal Data Breach" shall mean the accidental or unlawful destruction, loss, alteration, unauthorized disclosure, exfiltration, or theft of, or access to, Personal Data, or other corollary terms under Data Protection Laws.

(116) "Plant Operating Documents" shall mean (a) plot plans, (b) construction, technical, engineering, electrical, instrument drawings, as-built or as-modified drawings including piping and instrument diagrams, 3-D (three-dimensional) models, wiring diagrams,

flowsheets, structural designs, map and physical layouts, (c) process flow diagrams, (d) process control schematics, process control and/or shop-floor control strategies, logic or algorithms, (e) standard operating procedures, maintenance and inspection procedures and records, safety audit reports, investigations, safety incident investigation reports, process hazard reviews, capital projects, upgrades, improvements, designs for such projects, upgrades and/or improvements and (f) standard operating instructions and operating data (including product quality and safety data and maintenance and inspection data).

(117) "Pre-Distribution RemainCo Insurance Policies" shall have the meaning set forth in Section 9.1(a).

(118) "Pre-Distribution RemainCo Liabilities" shall have the meaning set forth in Section 9.1(b).

(119) "Pre-Distribution SpinCo Insurance Policies" shall have the meaning set forth in Section 9.1(b).

(120) "Pre-Distribution SpinCo Liabilities" shall have the meaning set forth in Section 9.1(a).

(121) "Privilege" shall have the meaning set forth in Section 7.7(a).

(122) "Privileged Information" shall have the meaning set forth in Section 7.7(a).

(123) "Processing" (and its cognates) shall mean, in addition to any definition for any corollary term provided by Data Protection Laws, any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(124) "Public Reports" shall have the meaning set forth in Section 5.1(d).

(125) "Real Property Restrictions" shall have the meaning set forth in Section 2.7(b).

(126) "Records" shall mean any Contracts, documents, books, records or files.

(127) "Registrations" shall mean all registrations, consents, approvals, licenses or other authorizations required by applicable Law and/or granted by or from any Governmental Entity which permit the manufacture for commercial sale, sale or distribution of a product.

(128) "Regulations" shall have the meaning set forth in the Tax Matters Agreement.

(129) "Release" shall mean any release, spill, emission, discharge, leaking, pumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Substances through or in the air, soil, surface water, groundwater or property.

(130) "RemainCo" shall have the meaning set forth in the preamble hereto.

(131) "RemainCo Accounts" shall have the meaning set forth in Section 2.11(a).

(132) "RemainCo Assets" shall mean any and all right, title and interest in and to any and all Assets of (x) any member of the SpinCo Group at the time of the Distribution, and (y) any member of the RemainCo Group at the time of the Distribution, in each case, other than the SpinCo Assets, including, but not limited to, those Assets specified below in clauses (i) – (vii) (such specified Assets, the "Specified RemainCo Assets") (provided, however, that RemainCo Assets shall not include Tax Attributes or Tax Records, which shall be governed by the Tax Matters Agreement, or Assets allocated pursuant to the Employee Matters Agreement, which shall be governed thereby):

(i) (A) all interests in the capital stock of, or any other equity interests in the members of the RemainCo Group (other than RemainCo), (B) all interests in the capital stock of, or any other equity, partnership, membership, joint venture and similar interests in any Person (other than the members of the SpinCo Group and the SpinCo Joint Ventures and Minority Investments), in each case (clauses (A) and (B)), including any and all rights related thereto;

(ii) the Assets set forth on Schedule 1.1(132)(ii);

(iii) any and all rights and interests of the RemainCo Group under this Agreement;

(iv) other than the SpinCo Contracts, the SpinCo Shared Contracts and any IT Contracts, any and all Contracts to which RemainCo or any of its Subsidiaries is a party or by which it or any of its Subsidiaries or any of their respective Assets is bound, whether or not in writing, including those set forth on Schedule 1.1(132)(iv); provided, however, that any RemainCo Shared Contracts shall be subject to Section 2.2(d);

(v) any and all Intellectual Property (excluding IT Assets and IT Contracts, which for clarity are governed by Section 1.1(132)(vi)) owned by RemainCo or SpinCo, or any of their respective Affiliates, that is (A) not a Specified SpinCo Asset, (B) a RemainCo House Mark or (C) set forth on Schedule 1.1(132)(v);

(vi) any and all IT Assets and IT Contracts owned, licensed to or by, or held by RemainCo or SpinCo, or any of their respective Affiliates, that are (A) not Specified SpinCo Assets or (B) set forth on Schedule 1.1(132)(vi); and

(vii) any and all Assets in respect of accruals, counterclaims, insurance claims, rights to coverage under applicable insurance policies, warranties, contractual indemnities, control rights and other rights similar to the foregoing, in each case, to the extent related to any RemainCo Liability.

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of SpinCo Assets, such inconsistency shall be resolved using the following order of precedence: any Specified

RemainCo Asset listed on Schedules 1.1(139), 1.1(132)(i)(B), 1.1(132)(ii), 1.1(132)(v), and 1.1(132)(vi) constitutes a RemainCo Asset. Notwithstanding anything to the contrary herein, this Agreement and the Ancillary Agreements do not purport to transfer ownership of any of the Parties' insurance policies, and any assignment of rights to coverage under such insurance policies is governed by Article IX herein.

(133) "RemainCo Business" shall mean all businesses, operations and activities (whether covered independently or in association with one or more third parties through a partnership, joint venture or other mutual enterprise) other than the SpinCo Business, in each case as conducted prior to the Distribution Date by any member of the SpinCo Group or RemainCo Group (or any of their respective predecessors), including Honeywell UOP and Honeywell Sustainable Technology Solutions.

(134) "RemainCo Common Stock" shall mean the issued and outstanding shares of Common Stock, par value $1.00 per share, of RemainCo.

(135) "RemainCo Controlled Existing Actions" shall have the meaning set forth in Section 6.9(c).

(136) "RemainCo Counsel" shall have the meaning set forth in Section 7.9.

(137) "RemainCo CSIs" shall have the meaning set forth in Section 2.10(d).

(138) "RemainCo Environmental Liabilities" shall mean all Environmental Liabilities other than the SpinCo Environmental Liabilities.

(139) "RemainCo Group" shall mean (a) RemainCo, (b) each Person (other than any member of the SpinCo Group) that is a direct or indirect Subsidiary of RemainCo immediately prior to the Distribution (but after giving effect to the Internal Reorganization) and (c) each Person that becomes a Subsidiary of RemainCo following the Distribution; provided that the RemainCo Group shall not include the Persons on Schedule 1.1(168).

(140) "RemainCo House Marks" shall mean the Trademarks HONEYWELL and the Honeywell Logo, and any and all derivatives, abbreviations, translations, localizations and other variations of any of the foregoing and any confusingly similar Trademarks.

(141) "RemainCo Indemnitees" shall mean each member of the RemainCo Group and each of their Affiliates from and after the Effective Time and each member of the RemainCo Group's and their respective current, former and future Affiliates' respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

(142) "RemainCo Liabilities" shall mean any and all Liabilities of (x) any member of the SpinCo Group at the time of the Distribution, and/or (y) any member of the RemainCo Group at the time of the Distribution, in each case, other than the SpinCo Liabilities, including, but not limited to, those Liabilities specified below in clauses (i) – (vi) (such specified Liabilities, the "Specified RemainCo Liabilities"), in each case, regardless of (1) when or where such Liabilities arose or arise, (2) where or against whom such Liabilities are asserted or determined, (3)

regardless of whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the SpinCo Group or RemainCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates and (4) which entity is named in any Action associated with any Liability (except for Liabilities related to Taxes and Employee Related Liabilities which are governed exclusively by the Tax Matters Agreement and the Employee Matters Agreement, respectively):

(i) any and all Liabilities that are expressly assumed by or allocated to the RemainCo Group pursuant to this Agreement or any Ancillary Agreement, including any obligations and Liabilities of any member of the RemainCo Group under this Agreement or any Ancillary Agreement, including those pursuant to Section 10.5 hereof;

(ii) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from statements expressly relating to the RemainCo Business in (A) the Distribution Disclosure Documents, including the SpinCo Form 10, filed or furnished with the Commission in connection with the Distribution or (B) the Financing Disclosure Documents;

(iii) any and all Liabilities related to, arising out of or resulting from (a) the Actions set forth on Schedule 1.1(142)(iii)(a) and (b) the Joint Actions set forth on Schedule 1.1(142)(iii)(b); but in the case of this clause (b), to the extent related to the RemainCo Business or the RemainCo Assets or (without giving effect to this clause (b)) the RemainCo Liabilities;

(iv) any and all RemainCo Environmental Liabilities (subject to Section 6.11);

(v) any and all Liabilities for Indebtedness of the type described in clauses (a), (d) and (g) (but in case of clause (g) solely with respect to clauses (a) and (d)) of the definition of Indebtedness of RemainCo or any of its Subsidiaries that was incurred by any member of the RemainCo Group (and any such Indebtedness guaranteed by any of RemainCo's Subsidiaries that is a member of the RemainCo Group); and

(vi) any and all Liabilities relating to, arising out of or resulting from any indemnification obligations to any current or former director or officer of the RemainCo Group (other than any Liability of any current or former director or officer of the RemainCo Group under the securities laws with respect to the Distribution Disclosure Documents or the Financing Disclosure Documents).

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of SpinCo Liabilities, such inconsistency shall be resolved using the following order of precedence: any Liability listed on Schedule 1.1(142)(iii) shall give rise to a rebuttable presumption in favor of SpinCo that such Liability relates to the RemainCo Business and/or RemainCo Assets. In addition, the allocation set forth in clause (iv) of this definition of "RemainCo Liabilities" is not intended to affect or impact the share of any such Environmental Liability attributable to third parties.

(143) "RemainCo Shared Contracts" shall mean any and all Shared Contracts that are not SpinCo Shared Contracts.

(144) "Response Action" shall have the meaning set forth in Section 6.11(c)(i).

(145) "Restricted Real Property" shall have the meaning set forth in Section 2.7(b).

(146) "Rules" shall have the meaning set forth in Section 8.1(c).

(147) "Security Interest" shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-entry, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws and licenses of Intellectual Property.

(148) "Shared Contract" shall mean any Mixed Contract that is not a Non-Shared Contract.

(149) "Shared Permit" shall have the meaning set forth in Section 5.5(a).

(150) "Software" shall mean all computer programs (whether in source code, object code, or other form), software implementations of algorithms, and related documentation, including flowcharts and other logic and design diagrams, technical, functional and other specifications, and user and training materials to the extent related to any of the foregoing.

(151) "Specified RemainCo Assets" shall have the meaning set forth in the definition of "RemainCo Assets".

(152) "Specified RemainCo Liabilities" shall have the meaning set forth in the definition of "RemainCo Liabilities".

(153) "Specified SpinCo Assets" shall have the meaning set forth in the definition of "SpinCo Assets".

(154) "SpinCo" shall have the meaning set forth in the preamble hereto.

(155) "SpinCo Accounts" shall have the meaning set forth in Section 2.11(a).

(156) "SpinCo Assets" shall mean any and all right, title and interest in and to the following Assets of (x) any member of the SpinCo Group at the time of the Distribution and (y) any member of the RemainCo Group at the time of the Distribution (provided, however, that SpinCo Assets shall not include Tax Attributes or Tax Records, which shall be governed by the Tax Matters Agreement, or Assets allocated pursuant to the Employee Matters Agreement, which shall be governed thereby):

(i) (A) all interests in the capital stock of, or any other equity interests in each member of the SpinCo Group (other than SpinCo), including those set forth on Schedule 1.1(156)(i)(A) and (B) the interests in the capital stock of, or any other equity,

partnership, membership, joint venture and similar interests in the Persons as set forth on Schedule 1.1(156)(i)(B) under the caption "Joint Ventures and Minority Interests" (the "SpinCo Joint Ventures and Minority Investments"), in each case (clauses (A) and (B)), including any and all rights related thereto;

(ii) the Assets set forth on Schedule 1.1(156)(ii);

(iii) any and all rights and interests of the SpinCo Group under this Agreement;

(iv) (A) all rights, title and interest in and to the owned real property set forth on Schedule 1.1(156)(iv)(A), including, in each case, all land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights, and any and all other water rights pertaining to the land, and any and all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances located thereon or associated therewith (except to the extent otherwise set forth on Schedule 1.1(156)(iv)(A) under the caption "Other Parties in Possession") (the "SpinCo Owned Real Property") and (B) all rights, title and interest in, and to and under the leases or subleases of the real property set forth on Schedule 1.1(156)(iv)(B), including, in each case, to the extent provided for in such leases, any land and land improvements, structures, buildings and building improvements, tidelands or other marine leases, other improvements, fixtures, rights of ingress and egress, rights under any covenants, conditions and/or restrictions, all contract rights, if any, relating to the operation of the land or any improvements thereon, all riparian rights, surface and underground water rights, and any and all other water rights pertaining to the land, and any and all licenses, permits, registrations, approvals and authorizations which have been issued by any Governmental Entity related to the land and all easements and rights of way pertaining thereto or accruing to the benefit thereof and appurtenances (except to the extent otherwise set forth on Schedule 1.1(156)(iv)(B) under the caption "Other Parties in Possession") (the "SpinCo Leased Real Property" and together with the SpinCo Owned Real Property, the "SpinCo Real Property");

(v) any and all SpinCo Shared Contracts; provided, however, that any such SpinCo Shared Contracts shall be subject to Section 2.2(d);

(vi) any and all Intellectual Property (excluding IT Assets and IT Contracts, which for clarity are governed by Section 1.1(156)(viii)) owned by RemainCo or SpinCo, or any of their respective Affiliates, that is (A) a Patent set forth on Schedule 1.1(156)(vi), (B) Intellectual Property (other than Patents) that is exclusively related to, used or held for use in the conduct of the SpinCo Business (excluding the Intellectual Property set forth on Schedule 1.1(132)(v) and the RemainCo House Marks), or (C) set forth on Schedule 1.1(156)(vi);

(vii) any and all Assets in respect of accruals, counterclaims, insurance claims, rights to coverage under applicable insurance policies, warranties, contractual indemnities, control rights and other rights similar to the foregoing, in each case, to the extent related to any SpinCo Liability;

(viii) any and all IT Assets and IT Contracts owned, licensed to or by, or held by RemainCo or SpinCo, or any of their respective Affiliates, that are exclusively related to, used or held for use in the conduct of the SpinCo Business (excluding IT Assets and IT Contracts set forth on Schedule 1.1(132)(v));

(ix) other than any IT Contracts, any and all SpinCo Contracts;

(x) other than Intellectual Property, IT Assets and IT Contracts, any and all (A) Information to the extent related to the SpinCo Business or any SpinCo Asset or SpinCo Liability, (B) books and records held at the SpinCo Real Property (unless at a portion of such site leased to a member of the RemainCo Group pursuant to an Intergroup Lease) and (C) corporate or similar legal entity books and records of any Person described in clause (i) of this definition of "SpinCo Assets" (subject to any agreements with third parties as to the ownership of corporate or similar legal entity books and records for any SpinCo Joint Ventures and Minority Investments);

(xi) the Assets set forth on Schedule 1.1(156)(xi) (the "Intentionally Delayed SpinCo Assets");

(xii) (I) all Cash and Cash Equivalents, notes, interest receivables and other financial assets owned by any member of the SpinCo Group, and (II) all derivative instruments owned by any member of the SpinCo Group;

(xiii) (I) all accounts and notes receivable to the extent related to the SpinCo Business (provided, however, that any such accounts receivable represented by an invoice of less than $1,000,000 shall not constitute SpinCo Assets pursuant to this clause (xiii) if the aggregate amount of accounts receivable related to any Business in more than a de minimis respect represented by such invoice is primarily related to the RemainCo Business), and (II) all accounts receivable (other than those not related to any Business in more than a de minimis respect) represented by an invoice of less than $1,000,000 if the aggregate amount of accounts receivable related to any Business in more than a de minimis respect represented by such invoice is primarily related to the SpinCo Business;

(xiv) all credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items, in each case to the extent they are used or held for use in, or arise out of, the operation or conduct of the SpinCo Business (including such portion of any credits, prepaid expenses, rebates, deferred charges, advance payments, security deposits and prepaid items of the RemainCo Group to the extent they are used or held for use in, or arise out of, the operation or conduct of the SpinCo Business);

(xv) any and all Permits, Consents and Registrations, in each case, that are exclusively related to, used in or held for use in the conduct of the SpinCo Business, including those set forth on Schedule 1.1(156)(xv);

(xvi) if and to the extent not addressed by the Assets described in clauses (i) through (xv) of this definition (such specified Assets, the "Specified SpinCo Assets"), and subject to the express terms thereof, any and all Assets primarily related to, used in or held for use in the conduct of the SpinCo Business, including in the following categories, but, in each case, excluding Intellectual Property, IT Assets, IT Contracts and the Specified RemainCo Assets:

(a) except for IT Assets and IT Contracts, all tangible personal property and interests therein (including machinery, equipment, tools and vehicles), in each case, that are primarily related to, used in or held for use in the conduct of the SpinCo Business; and

(b) all raw materials, works-in-process, supplies, ingredients, inputs, parts, packaging, finished goods and products and other inventories (including any goods, products or other inventories held at any location controlled by a member of either Group or held by a customer on consignment for a member of either Group, any goods, products or other inventories purchased by a member of either Group that are in transit and any goods, products or other inventories sold to or loaned to a customer or third party that are in transit to be returned to a member of either Group), in each case, that are primarily related to, used in or held for use in the conduct of the SpinCo Business.

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of RemainCo Assets, such inconsistency shall be resolved using the following order of precedence: (i) any Specified SpinCo Asset listed on Schedules 1.1(168), 1.1(156)(i)(B), 1.1(156)(ii), 1.1(156)(iv)(A) and (B) (except to the extent otherwise set forth on Schedules 1.1(156)(iv)(A) and (B) under the heading "Other Parties in Possession"), 1.1(156)(vi), 1.1(156)(xi), and 1.1(156)(xv) constitutes a SpinCo Asset and (ii) any Shared Contract listed on Schedule 1.1(176) constitutes a SpinCo Asset (subject to Section 2.2(d)). Notwithstanding anything to the contrary herein, this Agreement and the Ancillary Agreements do not purport to transfer ownership of any of the Parties' insurance policies, and any assignment of rights to coverage under such insurance policies is governed by Article IX herein.

(157) "SpinCo Business" shall mean the Refrigerants & Applied Solutions segment (which includes the manufacture of refrigerant materials, hydrofluoroolefins (HFOs), HFO blends and hydrofluorocarbons (HFCs), including low global warming potential (LGWP) refrigerants and heating solutions, blowing agents, aerosol propellants, cleaning solvents and LGWP products, including those distributed and sold through the Solstice® and Genetron® brands, and the manufacture of healthcare materials, including barrier protection materials, including those distributed and sold through the Aclar® brand) and the Electronic & Specialty Materials segment (which includes the manufacture of electronic materials and industrial-grade fibers, including sputtering targets and lightweight high-strength fibers, including those distributed and sold through the Spectra® brand), in each case as conducted prior to the Distribution Date by any member of the SpinCo Group or RemainCo Group (or any of their respective predecessors).

(158) "SpinCo Cash Distribution" shall mean the cash distribution of $1,500,000,000 to be made, or caused to be made, by SpinCo to RemainCo.

(159) "SpinCo Common Stock" shall mean the issued and outstanding shares of Common Stock, par value $0.01 per share, of SpinCo.

(160) "SpinCo Contracts" shall mean Contracts to which RemainCo or any of its Subsidiaries is a party or by which it or any of its Subsidiaries or any of their respective Assets is bound, whether or not in writing, which fall within any of the following categories: any and all Contracts that relate exclusively to the SpinCo Business, the SpinCo Assets and/or the SpinCo Liabilities and are not related (other than in a de minimis respect) to the RemainCo Business, any RemainCo Asset or any RemainCo Liability.

(161) "SpinCo Controlled Existing Actions" shall have the meaning set forth in Section 6.9(b).

(162) "SpinCo CSIs" shall have the meaning set forth in Section 2.10(d).

(163) "SpinCo Discontinued and/or Divested Operations and Business Liabilities" shall mean any and all Liabilities to the extent arising out of or related to (including any indemnification Liabilities arising under Contracts related to, except for any indemnification Liabilities arising out of, resulting from and/or related to the SpinCo Business, SpinCo Assets, SpinCo Liabilities, RemainCo Business, RemainCo Assets or RemainCo Liabilities) any SpinCo Discontinued and/or Divested Operations and Businesses of any member (at any point in time) of RemainCo (or any of their respective predecessors).

(164) "SpinCo Discontinued and/or Divested Operations and Businesses" shall mean (a) the companies, businesses, business units, product lines or business operations set forth on Schedule 1.1(164)(a) and (b) any Discontinued and/or Divested Operations and Businesses that, at the time of sale, transfer, conveyance or other disposition or abandonment, closure, discontinuation or other cessation thereof, were primarily managed by or primarily associated with the SpinCo Business or any portion thereof as then conducted.

(165) "SpinCo Environmental Liabilities" means (a) any and all Environmental Liabilities relating to, arising out of or resulting from any ownership or operation of any SpinCo Real Property; (b) any and all Environmental Liabilities relating to, arising out of, or resulting from the SpinCo Business; (c) any and all Legacy SpinCo Environmental Liabilities; and (d) any and all Off-Site Environmental Liabilities to the extent related to or arising out of wastes generated by the SpinCo Business or at the SpinCo Real Property.

(166) "SpinCo Financing Arrangements" shall mean the financing arrangements described on Schedule 1.1(166).

(167) "SpinCo Form 10" shall mean the registration statement on Form 10 (including the SpinCo Information Statement) filed by SpinCo with the Commission in connection with the Distribution, including any amendment or supplement thereto.

(168) "SpinCo Group" shall mean (a) SpinCo, (b) each Person (other than any member of the RemainCo Group) that is a direct or indirect Subsidiary of SpinCo immediately prior to the Distribution (but after giving effect to the Internal Reorganization) and (c) each Person that becomes a Subsidiary of SpinCo following the Distribution, including those Persons listed on Schedule 1.1(168) under the caption "Subsidiaries".

(169) "SpinCo Indemnitees" shall mean each member of the SpinCo Group and each of their Affiliates from and after the Effective Time and each member of the SpinCo Group's and their respective current, former and future Affiliates' respective directors, officers, employees and agents and each of the heirs, executors, successors and assigns of any of the foregoing.

(170) "SpinCo Information Statement" shall mean the Information Statement attached as an exhibit to the SpinCo Form 10 sent to the holders of shares of RemainCo Common Stock in connection with the Distribution, including any amendment or supplement thereto.

(171) "SpinCo Leased Real Property" shall have the meaning set forth in the definition of "SpinCo Assets".

(172) "SpinCo Legacy Site" shall mean any (a) site or plant (or portion thereof) set forth on Schedule 1.1(172)(a) and (b) other Legacy Site that, at the time of sale, transfer, conveyance or other disposition or abandonment, closure, discontinuation or other cessation thereof, was primarily managed by or primarily associated with the SpinCo Business or any portion thereof as then conducted.

(173) "SpinCo Liabilities" shall mean any and all Liabilities of (x) any member of the SpinCo Group at the time of the Distribution and/or (y) any member of the RemainCo Group at the time of the Distribution, in the following categories, in each case, regardless of (1) when or where such Liabilities arose or arise, (2) where or against whom such Liabilities are asserted or determined, (3) regardless of whether arising from or alleged to arise from negligence, gross negligence, recklessness, violation of Law, fraud or misrepresentation by any member of the SpinCo Group or RemainCo Group, as the case may be, or any of their past or present respective directors, officers, employees, agents, Subsidiaries or Affiliates and (4) which entity is named in any Action associated with any Liability (except for Liabilities related to Taxes and Employee Related Liabilities which are governed exclusively by the Tax Matters Agreement and the Employee Matters Agreement, respectively):

(i) any and all Liabilities that are expressly assumed by or allocated to the SpinCo Group pursuant to this Agreement or any Ancillary Agreement, including any obligations and Liabilities of any member of the SpinCo Group under this Agreement or any Ancillary Agreement, including those pursuant to Section 10.5 hereof;

(ii) any and all Liabilities (including under applicable federal and state securities Laws) relating to, arising out of or resulting from (A) the Distribution Disclosure Documents, including the SpinCo Form 10, filed or furnished with the Commission in connection with the Distribution, (B) the Financing Disclosure Documents in connection with any offer for sale or registration of the Transfer or distribution of securities or indebtedness of the SpinCo Group, including in connection

with the SpinCo Financing Arrangements, except, in each of clauses (A) and (B), for statements expressly relating to the RemainCo Business, or (C) the SpinCo Financing Arrangements

(iii) any of the Liabilities set forth on Schedule 1.1(173)(iii);

(iv) any and all SpinCo Environmental Liabilities (subject to Section 6.11);

(v) other than SpinCo Environmental Liabilities, any and all SpinCo Discontinued and/or Divested Operations and Businesses Liabilities;

(vi) any and all Liabilities relating to, arising out of or resulting from any services provided or being provided to, on behalf of or for the benefit of, the SpinCo Group, regardless of whether a member of the RemainCo Group or SpinCo Group, or their respective personnel, procured or provided or is procuring or providing such services, including any services provided in connection with the audit, preparation, printing, filing, delivery and/or public dissemination of any financial statements of the SpinCo Group;

(vii) any and all Liabilities for Indebtedness of the type described in clauses (a), (d) and (g) (but in case of clause (g) solely with respect to clauses (a) and (d)) of the definition of Indebtedness of RemainCo or any of its Subsidiaries that was incurred by any member of the SpinCo Group (and any such Indebtedness guaranteed by any of RemainCo's Subsidiaries that is a member of the SpinCo Group), including those set forth on Schedule 1.1(173)(vii);

(viii) (I) any and all checks issued but not drawn and accounts payable to the extent related (other than in de minimis respects) to the SpinCo Business (provided, however, that any such accounts payable represented by an invoice of less than $1,000,000 shall not constitute SpinCo Liabilities pursuant to this clause (viii) if the aggregate amount of accounts payable represented by such invoice is primarily related to the RemainCo Business), and (II) all accounts payable represented by an invoice of less than $1,000,000 if the aggregate amount of accounts payable represented by such invoice is primarily related to the SpinCo Business (except for any such accounts payable represented by such invoice that are not related to any Business in more than a de minimis respect);

(ix) any and all Liabilities relating to, arising out of or resulting from any (x) indemnification obligations to any current or former director or officer of the SpinCo Group and/or (y) ownership of the SpinCo Joint Ventures and Minority Investments, including any Liabilities relating to, arising out of or resulting from any credit agreement, guarantee, indemnity or Credit Support Instrument given or obtained for the benefit of any SpinCo Joint Venture and Minority Investment;

(x) any and all Liabilities related to, arising out of or resulting from (a) the Actions set forth on Schedule 1.1(173)(x)(a) or any other Actions exclusively related to the SpinCo Business, SpinCo Assets or (without giving effect to this Section 1.1(173)(x)) SpinCo Liabilities and (b) (1) the Joint Actions set forth on Schedule 1.1(173)(x)(b) or

(2) any other Action that is neither exclusively related to the SpinCo Business, SpinCo Assets or (without giving effect to this Section 1.1(173)(x)) SpinCo Liabilities or the RemainCo Business, RemainCo Assets or (without giving effect to Section 1.1(142)(iii)) RemainCo Liabilities for which the claim underlying such Action would constitute (without giving effect to this clause (b)) in part both a RemainCo Liability and a SpinCo Liability (excluding those Actions set forth on Schedule 1.1(173)(x)(b)), but in the case of each of clauses (b)(1) and (b)(2), to the extent related to the SpinCo Business or the SpinCo Assets or (without giving effect to this Section 1.1(173)(x)) the SpinCo Liabilities; and

(xi) if and to the extent not addressed by the Liabilities described in clauses (i) through (x) of this definition, any and all Liabilities to the extent relating to, arising out of or resulting from the SpinCo Business or the SpinCo Assets (in each case, excluding the Specified RemainCo Liabilities).

In the event of any inconsistency or conflict which may arise in the application or interpretation of any of the foregoing provisions and the provisions of the definition of RemainCo Liabilities, such inconsistency shall be resolved using the following order of precedence: (i) any Specified SpinCo Liability listed on Schedules 1.1(173)(iii), 1.1(173)(vii) and 1.1(173)(x)(a) constitutes a SpinCo Liability and (ii) any Liability listed on Schedule 1.1(142)(iii) shall give rise to a rebuttable presumption in favor of RemainCo that such Liability relates to the SpinCo Business and/or SpinCo Assets. In addition, the allocation set forth in clause (iv) of this definition of "SpinCo Liabilities" is not intended to affect or impact the share of any such Environmental Liability attributable to third parties.

(174) "SpinCo Owned Real Property" shall have the meaning set forth in the definition of "SpinCo Assets".

(175) "SpinCo Real Property" shall have the meaning set forth in the definition of "SpinCo Assets".

(176) "SpinCo Shared Contracts" shall mean any and all Shared Contracts that are primarily related to the SpinCo Business, including those set forth on Schedule 1.1(176).

(177) "SpinCo Spin Contribution" means the Deemed SpinCo Spin Contribution and any other contribution to SpinCo by RemainCo in connection with, or in anticipation of, the Distribution.

(178) "Subsidiary" shall mean with respect to any Person (a) a corporation, greater than fifty percent (50%) of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (b) any other partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns greater than fifty percent (50%) of the equity or economic interest thereof or has the power to elect or direct the election of greater than fifty percent (50%) of the members of the governing body of such entity or otherwise has control over such entity (*e.g.*, as the managing partner of a partnership); provided that Subsidiaries shall not include the SpinCo Joint Ventures and Minority Investments.

(179) "Tax" or "Taxes" shall have the meaning set forth in the Tax Matters Agreement.

(180) "Tax Attributes" shall have the meaning set forth in the Tax Matters Agreement.

(181) "Tax Contest" shall have the meaning set forth in the Tax Matters Agreement.

(182) "Tax Matters Agreement" shall mean the Tax Matters Agreement, dated as of October 30, 2025, by and between RemainCo and SpinCo.

(183) "Tax Record" shall have the meaning set forth in the Tax Matters Agreement.

(184) "Tax Return" shall have the meaning set forth in the Tax Matters Agreement.

(185) "Taxing Authority" shall have the meaning set forth in the Tax Matters Agreement.

(186) "Third Party Claim" shall have the meaning set forth in Section 6.4(a).

(187) "Third Party Proceeds" shall have the meaning set forth in Section 6.8(a).

(188) "Trademark License Agreement" shall mean the Trademark License Agreement, dated as of October 30, 2025, by and between RemainCo and SpinCo.

(189) "Trademarks" shall mean trademarks, certification marks, service marks, trade names, domain names, favicons, social media addresses, service names, trade dress and logos, including all goodwill associated therewith, in each case whether or not registered, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

(190) "Transfer" shall have the meaning set forth in Section 2.2(b)(i) and the term "Transferred" shall have its correlative meaning.

(191) "Transfer Taxes" shall have the meaning set forth in the Tax Matters Agreement.

(192) "Transition Services Agreement" shall mean the Transition Services Agreement, dated as of October 30, 2025, by and between RemainCo and SpinCo.

(193) "UK GDPR" shall have the meaning set forth in the definition of "Data Protection Laws".

Section 1.2 References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, clause, Exhibit and Schedule are references to the Articles, Sections, paragraphs, clauses, Exhibits and Schedules to this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this

Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) the Parties have each participated in the negotiation and drafting of this Agreement, and except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) the use of the phrases "the date of this Agreement", "the date hereof", "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (n) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually follow such phrase; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (p) any consent given by any party hereto pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party. Unless the context requires otherwise, references in this Agreement to "SpinCo" shall also be deemed to refer to the applicable member of the SpinCo Group, references to "RemainCo" shall also be deemed to refer to the applicable member of the RemainCo Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by SpinCo or RemainCo shall be deemed to require SpinCo or RemainCo, as the case may be, to cause the applicable members of the SpinCo Group or the RemainCo Group, respectively, to take, or refrain from taking, any such action.

Section 1.3 Effective Time; Suspension.

(a) This Agreement shall be effective as of the Effective Time.

(b) Notwithstanding Section 1.3(a) above, solely as between any of the Parties that are Affiliates, the provisions of, and the obligations under, this Agreement shall be suspended as between such Parties until the Distribution, other than for Sections 2.1, 2.2, 2.3, 2.11, 2.12, Article III, Article IV, Section 5.5 and Article X each of which will be effective as of the Effective Time.

ARTICLE II

THE SEPARATION

Section 2.1 General. Subject to the terms and conditions of this Agreement, each Party shall use, and shall cause the other members of its Group and its respective then-Affiliates to use, their respective reasonable best efforts to consummate the transactions

contemplated hereby (including the Internal Reorganization), a portion of which have already been implemented prior to the date hereof.

Section 2.2 Transfer of Assets; Assumption and Satisfaction of Liabilities.

(a) Prior to the Effective Time, the Parties shall and shall cause the other members of their respective Group and their respective then-Affiliates to complete the Internal Reorganization (other than as set forth on Schedule 2.2(a)).

(b) Prior to the Effective Time and, in each case, pursuant to the Conveyancing and Assumption Instruments and, in connection with the Internal Reorganization:

(i) Subject to Section 2.5 (*Transfers Not Effected On or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time*) and Section 2.2(d) (*Treatment of Shared Contracts*), RemainCo shall, and shall cause the other members of its Group to, as applicable, transfer, contribute, assign and/or convey or cause to be transferred, contributed, assigned and/or conveyed ("Transfer") to SpinCo or another member of the SpinCo Group all of its and the other members of its Group's right, title and interest in and to the SpinCo Assets and the applicable member(s) of the SpinCo Group, as applicable, shall accept from RemainCo and the applicable members of the RemainCo Group, all of RemainCo's and the other members of the RemainCo Group's respective direct or indirect rights, title and interest in and to the SpinCo Assets, respectively; and

(ii) Subject to Section 2.5 (*Transfers Not Effected On or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time*) and Section 2.2(d) (*Treatment of Shared Contracts*), SpinCo shall, and shall cause the other members of its Group to, as applicable, Transfer to RemainCo or another member of the RemainCo Group all of its and the other members of its Group's right, title and interest in and to the RemainCo Assets and the applicable member(s) of the RemainCo Group, as applicable, shall accept from SpinCo and the applicable members of the SpinCo Group, all of SpinCo's and the other members of the SpinCo Group's respective direct or indirect rights, title and interest in and to the RemainCo Assets, respectively.

(c) Assumption of Liabilities. Subject to Section 2.5 (*Transfers Not Effected On or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time*) and Section 2.2(d) (*Treatment of Shared Contracts*), (i) RemainCo shall, or shall cause a member of the RemainCo Group to, accept, assume (or, as applicable, retain) and perform, discharge and fulfill, in accordance with their respective terms ("Assume"), all of the RemainCo Liabilities and (ii) SpinCo shall, or shall cause a member of the SpinCo Group to, Assume all of the SpinCo Liabilities.

(d) Treatment of Shared Contracts. Without limiting the generality of the obligations set forth in Section 2.2(b):

(i) Unless the benefits of a Shared Contract are conveyed to the applicable Party (or member of its Group) pursuant to an Ancillary Agreement, (A) any Contract that is a Shared Contract, shall be assigned in part to the applicable

member(s) of the applicable Group, if so assignable, or appropriately amended, bifurcated, replicated or otherwise modified prior to, on or after the Effective Time, so that each Party or the members of their respective Groups shall be entitled to the rights and benefits, and shall Assume the related portion of any Liabilities, inuring to their respective Businesses (each, a "Partial Assignment"); provided, however, that (x) in no event shall any member of either Group be required to assign (or amend) any Shared Contract in its entirety or to assign a portion of any Shared Contract (including any Policy) which is not assignable (or cannot be amended or otherwise modified) by its terms (including any terms imposing Consents or conditions on an assignment where such Consents or conditions have not been obtained or fulfilled) or under applicable Law and (y) if any Shared Contract cannot be so partially assigned by its terms or otherwise, cannot be amended, bifurcated, replicated or otherwise modified, or if such assignment or amendment, bifurcation, replication or modification would impair the benefit the parties thereto derived from such Shared Contract, the Parties shall, and shall cause each of their respective Subsidiaries to, following the Distribution and until the earlier of one year after the Distribution Date and such time as the Partial Assignment of such Shared Contract as contemplated by the foregoing is effected, take such other reasonable and permissible actions to cause a member of the RemainCo Group or the SpinCo Group, as the case may be, to, in each case, (I) receive the benefit of that portion of each Shared Contract that relates to the SpinCo Business or the RemainCo Business, as the case may be (in each case, to the extent so related) as if such Shared Contract had been assigned to (or amended or otherwise modified for the benefit of) a member of the applicable Group pursuant to this Section 2.2(d) (including, enforcing on the applicable Group's behalf any and all of such Group's rights against such third party under such Shared Contract solely to the extent related to the applicable Group's respective Business (or applicable portion thereof)) and (II) bear the burden of the corresponding Liabilities (including any Liabilities that may arise by reason of such arrangement) as if such Liabilities had been Assumed by a member of the applicable Group pursuant to this Section 2.2(d), including expenses related to enforcing rights under such Shared Contract against the third party counterparty thereto solely to the extent related to the applicable Group's respective Business (or applicable portion thereof); and indemnifying each other Group against all Indemnifiable Losses to the extent arising out of any actions (or omissions to act) taken by such other Group with respect to such Shared Contract at the direction of such first Party (except to the extent arising out of or related to gross negligence, fraud or willful misconduct by such other Group) (in the event that any rights in connection with a Force Majeure Event or similar event are exercised under a Shared Contract, the benefits and burdens with respect to such Shared Contract (as modified by such Force Majeure Event or similar event) shall, if reasonably practicable, be shared proportionally or, if not reasonably practicable, in such other manner as would be most equitable, among the Groups related to such Contract (or in any other manner as may be agreed in good faith by the relevant Parties whose Group is related to such contract), in each case, to the extent so related to the SpinCo Business or the RemainCo Business), and (B) to the extent that the Parties cannot effect a Partial Assignment in accordance with this Section 2.2(d), or cannot implement the arrangements set forth in clause (A), within one hundred and eighty (180) days of the Distribution Date, the Parties shall use commercially reasonable efforts to, if requested by any Party, following the Distribution

and until the earlier of one year after the Distribution Date and such time as the Partial Assignment of such Shared Contract as contemplated by the foregoing is effected, seek mutually acceptable alternative arrangements (including subcontracting, sublicensing, subleasing or back-to-back agreement) for the purpose of allocating rights, liabilities and obligations to each Group under such Shared Contract reflecting the principles set forth in clause (A) of this provision (an "Acceptable Alternative Arrangement").

(ii) Each Party shall, and shall cause the other members of its Group to, use its commercially reasonable efforts to obtain the required Consents to complete a Partial Assignment of any Shared Contract as contemplated by this Agreement. Notwithstanding anything herein to the contrary, no Partial Assignment of any Shared Contract or Acceptable Alternative Arrangement shall be completed if it would violate any applicable Law or the rights of any third party to such Shared Contract.

(iii) To the extent permitted by applicable Law, each of RemainCo and SpinCo shall, and shall cause the members of its respective Group to, (A) treat for all Tax purposes the portion of each Shared Contract inuring to its respective Businesses as Assets owned by, and/or Liabilities of, as applicable, such Party or the members of such Party's Group, as applicable, not later than the Distribution and (B) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by a change in applicable Tax Law or good faith resolution of a Tax Contest).

(iv) With respect to Liabilities pursuant to, under or relating to a Shared Contract to the extent relating to occurrences from and after the Distribution, such Liabilities shall, unless otherwise allocated pursuant to this Agreement or any Ancillary Agreement, be allocated among RemainCo and SpinCo as follows:

(A) If such Liability is incurred (x) exclusively in respect of the SpinCo Business, such Liability shall be allocated to SpinCo or the applicable member of its Group, or (y) exclusively in respect of the RemainCo Business, such Liability shall be allocated to RemainCo or the applicable member of its Group;

(B) If such Liability cannot be so allocated under clause (A) above, such Liability shall be allocated to RemainCo or SpinCo, as the case may be, based on the relative proportions of total benefit received (over the term of the Shared Contract remaining as of the date of the Distribution) by the SpinCo Business or the RemainCo Business, respectively, under the relevant Shared Contract after the Distribution; and

(C) Notwithstanding the foregoing in clauses (A) and (B) above, each of SpinCo or RemainCo shall be responsible for any and all such Liabilities to the extent arising from its (or its Subsidiary's) breach after the Distribution of the relevant Shared Contract.

(v) None of RemainCo, SpinCo or any of the members of their respective Group or their Affiliates shall be required to commence any litigation or offer

or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party to (x) obtain any new Contract or Partial Assignment with respect to any Shared Contract, as the case may be or (y) obtain any Consent necessary to enter into an Acceptable Alternative Arrangement; provided, however, any Party to which the benefit of a new Contract, Partial Assignment or Acceptable Alternative Arrangement would inure pursuant to this Section 2.2(d) may request that the Party that is allocated such Shared Contract as a SpinCo Asset or RemainCo Asset commence litigation, which request shall be considered in good faith by such Party; provided, further, that such Party's good faith determination not to commence litigation shall not in and of itself constitute a breach of this Section 2.2(d)(v), but the foregoing shall not preclude consideration of a Party's good faith for purposes of determining compliance with Section 2.2(d)(v).

(vi) From and after the Effective Time, the Party to whose Group a Shared Contract has been allocated shall not (and shall cause the other members of its Group not to), without the consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed) (x) waive any rights under such Shared Contract to the extent related to the Business, Assets or Liabilities of such other Party, (y) terminate (or consent to be terminated by the counterparty) such Shared Contract except in connection with (A) the expiration of such Shared Contract in accordance with its terms (it being understood that sending a notice of non-renewal to the counterparty to such Shared Contract in accordance with the terms of such Shared Contract is expressly permitted) or (B) a partial termination of such Shared Contract that would not reasonably be expected to impact any rights under such Shared Contract related to the Business, Assets or Liabilities of such other Party or any of its Subsidiaries, or (z) amend, modify or supplement such Shared Contract in a manner material (relative to the existing rights and obligations related to such other Party's Business, Assets or Liabilities under such Shared Contract) and adverse to the Business, Assets or Liabilities of such other Party or any of its Subsidiaries. From and after the Effective Time, if a member of a Group (the "Notice Recipient") receives from a counterparty to a Shared Contract a formal notice of breach of such Shared Contract that would reasonably be expected to impact another Group, the Notice Recipient shall provide written notice to the other Party as soon as reasonably practicable (and in no event later than five (5) Business Days following receipt of such notice) and the Parties shall consult with respect to the actions proposed to be taken regarding the alleged breach. If a Group (the "Notifying Party") sends to a counterparty to a Shared Contract a formal notice of breach of such Shared Contract that would reasonably be expected to impact another Group, the Notifying Party shall provide written notice to the other Party as soon as reasonably practicable (and in any event no less than five (5) Business Days prior to sending such notice of breach to the counterparty), and the Parties shall consult with each other regarding such alleged breach. From and after the Effective Time, no Party shall (and shall cause the other members of its Group not to) breach any Shared Contract to the extent such breach would reasonably be expected to result in a loss of rights, or acceleration of obligations, of any member of the other Party's Group (or related to its Business, Assets or Liabilities under such Shared Contract) pursuant to (I) such Shared Contract, (II) any Partial Assignment related to such Shared Contract or (III) any other Contract with the counterparty to such

Shared Contract (or any of its Affiliates) in existence at the time of the Distribution that contains cross-default or similar provisions related to such Shared Contract.

(e) Consents. Each Party shall, and shall cause each member of its respective Group to, use its commercially reasonable efforts to obtain the required Consents for the Transfer of any Assets, Contracts, licenses, permits and authorizations issued by any Governmental Entity or parts thereof as contemplated by this Agreement. Notwithstanding anything herein to the contrary, no Contract or other Asset shall be transferred if it would violate applicable Law or, in the case of any Contract, the rights of any third party to such Contract; provided that Sections 2.2(d) and 2.5, to the extent provided therein, shall apply thereto.

(f) Each Party understands and agrees on behalf of itself and each member of its Group that certain of the Transfers referenced in Section 2.2(b) or Assumptions referenced in Section 2.2(c) have heretofore occurred and, as a result, no additional Transfers or Assumptions by any member of the RemainCo Group or SpinCo Group, as applicable, shall be deemed to occur upon the execution of this Agreement with respect thereto. To the extent that a member of the RemainCo Group or the SpinCo Group, as applicable, owns a RemainCo Asset or SpinCo Asset, respectively, as of the Effective Time, there shall be no need for such member to Transfer such Asset in connection with the operation of Section 2.2(b). Moreover, to the extent that a member of the RemainCo Group or the SpinCo Group, as applicable, is liable for any RemainCo Liability or SpinCo Liability, respectively, at the Effective Time, there shall be no need for such member to Assume such Liability in connection with the operation of Section 2.2(c).

(g) Prior to the Effective Time, SpinCo shall make, or cause to be made, the SpinCo Cash Distribution by wire payment of immediately available funds to one or more accounts designated by RemainCo.

Section 2.3 Intergroup Accounts. Except as set forth in Section 6.1(b), any and all intercompany receivables, payables, loans and balances (other than as specifically provided for under this Agreement or under any Ancillary Agreement) between any member of the RemainCo Group or SpinCo Group, on the one hand, and any member of the other Group, on the other hand, which exist as of immediately prior to the Distribution (the "Intergroup Accounts"), shall, prior to the Effective Time, be satisfied and/or settled in full by means of a cash payment, dividend, capital contribution, a combination of the foregoing, or otherwise canceled and terminated or extinguished, and, if not settled prior to such time, shall be deemed terminated and released at such time.

Section 2.4 Limitation of Liability; Intergroup Contracts.

(a) No Party shall have any Liability to the other Party in the event that any information exchanged or provided pursuant to this Agreement (but excluding any such information included in a Distribution Disclosure Document or Financing Disclosure Document) which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate.

(b) Except as set forth in Section 2.4(c), no Party or any other member of its Group shall be liable to the other Party or any other member of such other Party's Group based upon, arising out of or resulting from any Contract, arrangement, course of dealing or understanding existing on or prior to the Distribution Date (other than this Agreement and the Ancillary Agreements) and each Party (on behalf of itself and each other member of its Group) hereby terminates any and all Contracts, arrangements, course of dealings or understandings between or among it or any of its other Group members, on the one hand, and the other Party or any of its respective Group members, on the other hand, effective as of the Effective Time (other than this Agreement, the Ancillary Agreements, and the Conveyancing and Assumption Instruments, and such Contracts, arrangements, courses of dealing or understandings with respect to goods in transit for which title has not transferred to the RemainCo Group (if in respect of assets that would otherwise be RemainCo Assets) or the SpinCo Group (if in respect of assets that would otherwise be SpinCo Assets) at the time of the Distribution). No such terminated Contract, arrangement, course of dealing or understanding (including any provision thereof which purports to survive termination) shall be of any further force or effect after the Distribution. Each Party shall, and shall cause the other members of its Group to, execute and deliver such agreements, instruments and other papers as may be required to terminate any such Contract, arrangement, course of dealing or understanding pursuant to this Section 2.4(b) if so requested by the other Party.

(c) The provisions of Section 2.4(b) shall not apply to any of the following Contracts, arrangements, course of dealings or understandings (or to any of the provisions thereof): any agreements, arrangements, commitments or understandings to which any Person other than the Parties and their respective Affiliates is a Party (it being understood that (x) to the extent that the rights and obligations of the Parties and the members of their respective Groups under any such Contracts constitute SpinCo Assets or SpinCo Liabilities, or RemainCo Assets or RemainCo Liabilities, such Contracts shall be assigned or retained pursuant to Article II, and (y) the obligations of any member of a Group to the other Group shall be deemed terminated as of time of the Distribution with no further liability to such other Group as a result thereof).

(d) If any Contract, arrangement, course of dealing or understanding is terminated pursuant to Section 2.4(b), and, but for the mistake or oversight of any Party, would have been listed as an Ancillary Agreement or other continuing arrangement on Schedule 1.1(8) and is reasonably necessary for such affected Party to be able to continue to operate its Business in substantially the same manner in which such Businesses were operated prior to the Distribution, then, at the request of such affected Party made within twelve (12) months following the Distribution, the Parties shall negotiate in good faith to determine whether and to what extent (including the terms and conditions relating thereto), if any, notwithstanding such termination, such Contract, arrangement, course of dealing or understanding should continue, or as appropriate, be re-instated, following the Distribution; provided, however, that any Party may determine, in its sole discretion, not to re-instate or otherwise continue any such Contract, arrangement, course of dealing or understanding.

(e) Each of the Parties shall take the actions set forth on Schedule 2.4(e) subject to the terms and conditions therein.

Section 2.5 Transfers Not Effected On or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time.

(a) To the extent that any Transfers or Assumptions contemplated by this Article II, including the Transfers of the Intentionally Delayed SpinCo Assets, shall not have been consummated at or prior to the Effective Time, the Parties shall use commercially reasonable efforts to effect such Transfers or Assumptions as promptly following the Effective Time as shall be practicable. Nothing herein shall be deemed to require or constitute the Transfer of any Assets or the Assumption of any Liabilities which by their terms or operation of Law cannot be Transferred; provided, however, that the Parties and their respective Subsidiaries shall cooperate and use commercially reasonable efforts to seek to obtain, in accordance with applicable Law, any necessary Consents for the Transfer of all Assets and Assumption of all Liabilities contemplated to be Transferred and Assumed pursuant to this Article II to the fullest extent permitted by applicable Law. In the event that any such Transfer of Assets or Assumption of Liabilities has not been consummated, from and after the Effective Time (i) the Party (or relevant member in its Group) retaining such Asset shall thereafter hold (or shall cause such member in its Group to hold) such Asset in trust for the use and benefit of the Party entitled thereto (at the expense of the Party entitled thereto) and (ii) the Party intended to Assume such Liability shall, or shall cause the applicable member of its Group to, pay or reimburse the Party retaining such Liability for all amounts paid or incurred in connection with the retention of such Liability. To the extent the foregoing applies to any Contracts (other than Shared Contracts, which shall be governed solely by Section 2.2(d)) to be assigned for which any necessary Consents are not received prior to the Effective Time, the treatment of such Contracts shall also be subject to Section 2.9 and Section 2.10, to the extent applicable. In addition, the Party retaining such Asset or Liability (or relevant member of its Group) shall (or shall cause such member in its Group to) treat, insofar as reasonably possible and to the extent permitted by applicable Law, such Asset or Liability in the ordinary course of business and take such other actions as may be reasonably requested by the Party to which such Asset is to be Transferred or by the Party responsible for Assuming such Liability in order to place such Party, insofar as reasonably possible and to the extent permitted by applicable Law, in the same position as if such Asset or Liability had been Transferred or Assumed as contemplated hereby and so that all the benefits and burdens relating to such Asset or Liability, including possession, use, risk of loss, potential for income and gain, and dominion, control and command over such Asset or Liability, are to inure from and after the Effective Time to the relevant member or members of the RemainCo Group or SpinCo Group entitled to the receipt of such Asset or required to Assume such Liability. In furtherance of the foregoing, each Party agrees (on behalf of itself and each other member of its Group) that, as of the Effective Time, subject to Section 2.2(c) and Section 2.9(b), each Party and/or each member of its Group shall (A) be deemed to have acquired complete and sole beneficial ownership over all of the Assets, together with all rights, powers and privileges incident thereto, and shall be deemed to have Assumed in accordance with the terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which such Party is entitled to acquire or required to Assume pursuant to the terms of this Agreement and (B) (I) enforce at the other Party's (or relevant member of its Group's) request, or allow the other Party's Group to enforce in a commercially reasonable manner, any rights of the Party or its Group under such Assets and Liabilities against any other Persons, (II) not waive any rights related to such Assets or Liabilities to the extent related to the Business, Assets or Liabilities of the other Party's Group, (III) not terminate (or consent to be

terminated by the counterparty) any Contract that constitutes such Asset except in connection with the expiration of such Contract in accordance with its terms, (IV) not amend, modify or supplement any Contract that constitutes such Asset and (V) provide written notice to the other Party as soon as reasonably practicable (and in no event later than five (5) Business Days following receipt) after receipt of any formal notice of breach received from a counterparty to any Contract that constitutes such Asset; provided that the costs and expenses incurred by the responding Party or its Group in respect of any request by the other Party in respect of such Assets or Liabilities shall be borne solely by the requesting Party or its Group.

(b) If and when the Consents and/or conditions, the conflict, absence, non-satisfaction, existence or potential violation of which caused the deferral of Transfer of any Asset or deferral of the Assumption of any Liability pursuant to Section 2.5(a), are obtained or satisfied, the Transfer, assignment, Assumption or novation of the applicable Asset or Liability shall be effected by the applicable Party (or relevant member of its Group) as promptly as reasonably practicable, without further consideration in accordance with and subject to the terms of this Agreement (including Sections 2.2 and 2.5) and/or the applicable Ancillary Agreement, and shall, to the extent possible without the imposition of any undue or otherwise unreasonable cost on any Party, be deemed to have become effective as of the Effective Time.

(c) The Party (or relevant member of its Group) retaining any Asset or Liability due to the deferral of the Transfer of such Asset or the deferral of the Assumption of such Liability pursuant to Section 2.5(a) or otherwise shall (i) not be obligated, in connection with the foregoing, to expend any money unless the necessary funds are advanced, assumed, or agreed in advance to be reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability, other than reasonable attorneys' fees and recording or similar or other incidental fees, all of which shall be promptly reimbursed by the Party (or relevant member of its Group) entitled to such Asset or the Person intended to be subject to such Liability and (ii) be indemnified for all Indemnifiable Losses or other Liabilities arising out of any actions (or omissions to act) of such retaining Party taken at the direction of the other Party (or relevant member of its Group) in connection with and relating to such retained Asset or Liability, as the case may be. Except as otherwise expressly provided herein, none of RemainCo or SpinCo or any of their respective Affiliates shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party with respect to any Assets or Liabilities not Transferred as of the Effective Time; provided, however, that any Party to which such Asset or Liability has not been Transferred or Assumed, respectively, due to the deferral of the Transfer of such Asset or the deferral of the Assumption of such Liability, may request that the Party retaining such Asset or Liability commence litigation, which request shall be considered in good faith by the Party retaining such Asset or Liability; provided, further, that a Party's good faith determination not to commence litigation shall not in and of itself constitute a breach of this Section 2.5(c), but the foregoing shall not preclude consideration of a Party's good faith for purposes of determining compliance with this Section 2.5(c).

(d) Notwithstanding anything else set forth in this Section 2.5 to the contrary, (i) neither RemainCo nor any of its Subsidiaries shall be required by this Section 2.5 to take any action that may, in the good faith judgment of RemainCo, (x) result in a violation of any obligation which RemainCo or any such Subsidiary has to any third party or (y) violate

applicable Law, and (ii) neither SpinCo nor any of its Subsidiaries shall be required by this Section 2.5 to take any action that may, in the good faith judgment of SpinCo, (x) result in a violation of any obligation which SpinCo or any such Subsidiary has to any third party or (y) violate applicable Law.

(e) The failure to obtain a Consent shall not in and of itself constitute a breach of this Agreement; provided that the foregoing shall not preclude consideration of a Party's efforts in pursuing such Consent for purposes of determining compliance with this Section 2.5.

(f) To the extent permitted by applicable Law, with respect to Assets and Liabilities described in Section 2.5(a), each of RemainCo and SpinCo shall, and shall cause the members of its respective Group to, (i) treat for all Tax purposes (A) the deferred Assets as assets having been Transferred to and owned by the Party entitled to such Assets not later than the Distribution and (B) the deferred Liabilities as liabilities having been Assumed and owned by the Person intended to be subject to such Liabilities not later than the Distribution and (ii) neither report nor take any Tax position (on a Tax Return or otherwise) inconsistent with such treatment (unless required by a change in applicable Tax Law or good faith resolution of a Tax Contest).

Section 2.6 Wrong Pockets; Mail & Other Communications; Payments.

(a) Subject to Section 2.5 (*Transfers Not Effected On or Prior to the Effective Time; Transfers Deemed Effective as of the Effective Time*) and Section 2.2(d) (*Treatment of Shared Contracts*), (i) if at any time within thirty-six (36) months after the Distribution Date (other than with respect to Intentionally Delayed SpinCo Assets in respect of which this covenant shall survive without regard to such thirty-six (36) month limitation until fully performed), any Party discovers that any SpinCo Asset is held by any member of the RemainCo Group or any of its respective then-Affiliates, RemainCo shall, and shall cause the other members of its Group and its and their then-Affiliates to, use their respective reasonable best efforts to promptly procure the Transfer of the relevant SpinCo Asset to SpinCo or an Affiliate of SpinCo designated by SpinCo for no additional consideration; or (ii) if at any time within thirty-six (36) months after the Distribution, any Party discovers that any RemainCo Asset is held by any member of the SpinCo Group or any of its then-Affiliates, SpinCo shall, and shall cause the other members, its Group and its and their respective then-Affiliates to, use their respective reasonable best efforts to promptly procure the Transfer of the relevant RemainCo Asset to RemainCo or an Affiliate of RemainCo designated by RemainCo for no additional consideration; provided that in the case of clause (i), neither RemainCo nor any of its Affiliates, or in the case of clause (ii), neither SpinCo nor any of its Affiliates, shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party. If reasonably practicable and permitted under applicable Law, such Transfer may be effected by rescission of the applicable portion of a Conveyancing and Assumption Instrument as may be agreed by the relevant Parties.

(b) At any time on or prior to the thirty-six (36) month anniversary of the Distribution Date, if any Party or any member of its Group or (or any of its or their respective then-Affiliates) owns any Asset, that, although not Transferred pursuant to this Agreement, is agreed by such Party and the other Party in their good faith judgment to be an Asset that more

properly belongs to such other Party or a member of its Group, or is an Asset that such other Party or a member of its Group was intended to have the right to continue to use (other than, as between any two Parties, or any Asset acquired from an unaffiliated third party by a Party or member of such Party's Group following the Distribution), then the Party or a member of its Group (or applicable then-Affiliate) owning such Asset shall, as applicable, (i) Transfer any such Asset to the Party or a member of its Group identified as the appropriate transferee and following such Transfer, such Asset shall be a SpinCo Asset or RemainCo Asset, as the case may be, or (ii) grant such mutually agreeable rights with respect to such Asset to permit such continued use, subject to, and consistent with this Agreement, including with respect to Assumption of associated Liabilities. If reasonably practicable and permitted under applicable law, such Transfer may be effected by rescission of the applicable portion of a Conveyancing and Assumption Instrument as may be agreed by the relevant Parties.

(c) After the Effective Time, each Party (or any member of its Group and any of its or their respective then-Affiliates) may receive mail, packages and other communications properly belonging to the other Party (or any member of its Group). Accordingly, at all times after the Effective Time, each Party (or any member of its Group and any of its or their respective then-Affiliates) is hereby authorized to receive and, to the extent reasonably necessary to identify the proper recipient in accordance with this Section 2.6(c), open all mail, packages and other communications received by such Party (or member of its Group or its or their then-Affiliate) that belongs to such other Party (or member of such other Party's Group), and to the extent that they do not relate to the business of the receiving Party, the receiving Party shall as promptly as reasonably practicable deliver or cause to be delivered such mail, packages or other communications (or, in case the same also relates to the business of the receiving Party or the other Party, copies thereof) to such other Party as provided for in Section 10.6; provided that, if a Party (or any member of its Group and any of its or their respective then-Affiliates) receives any claim or demand against the other Party (or any member of such other Party's Group), or any notice or other communication regarding any Action involving the other Party (or any member of such other Party's Group), such Party shall and shall cause the other members of its Group to, as promptly as practicable (and, in any event, use commercially reasonable efforts to do so within fifteen (15) days after receipt thereof) notify such other Party (including such other Party's legal department) of the receipt of such claim, demand, notice or other communication, and shall promptly deliver such claim, demand, notice or other communication (or, in case the same also relates to the business of the receiving Party or the other Party, copies thereof) to such other Party; provided, however, that the failure to provide such notice shall not constitute a breach of this Section 2.6(c) except to the extent that any such Party shall have been actually prejudiced as a result of such failure. The provisions of this Section 2.6(c) are not intended to, and shall not, be deemed to constitute an authorization by any Party or any other member of either Group (or any of their Affiliates from time to time) to permit the other to accept service of process on its behalf and no Party is or shall be deemed to be the agent of the other Party or any other member of either Group or any of their respective then-Affiliates for service of process purposes.

(d) After the Distribution, SpinCo shall, or shall cause the other members of its Group and its and any of its respective then-Affiliates to, promptly pay or deliver to RemainCo (or its designee) any monies or checks that have been received by SpinCo (or another member of its Group or its or its respective then-Affiliates) after the Distribution to the

extent they are (or represent the proceeds of) a RemainCo Asset (it being understood and agreed that any such amounts shall be paid and delivered on a monthly basis for the first six (6) months following the Distribution Date, and thereafter on a quarterly basis, in each case to the applicable members of the RemainCo Group; provided that if the aggregate amount not yet paid or delivered exceeds $20,000,000 before such monthly or quarterly payment and delivery, as applicable, such amount shall be paid and delivered to the applicable members of the RemainCo Group within fourteen (14) days).

(e) After the Distribution, RemainCo shall, or shall cause the other members of its Group and its and any of its respective then-Affiliates to, promptly pay or deliver to SpinCo (or its designee) any monies or checks that have been received by RemainCo (or another member of its Group or its or its respective then-Affiliates) after the Distribution to the extent they are (or represent the proceeds of) a SpinCo Asset (it being understood and agreed that any such amounts shall be paid and delivered on a monthly basis for the first six (6) months following the Distribution Date, and thereafter on a quarterly basis, in each case to the applicable members of the SpinCo Group; provided that if the aggregate amount not yet paid or delivered exceeds $20,000,000 before such monthly or quarterly payment and delivery, such amount shall be paid and delivered to the applicable members of the SpinCo Group within fourteen (14) days).

Section 2.7 Conveyancing and Assumption Instruments.

(a) In connection with, and in furtherance of, the Transfers of Assets and the acceptance and Assumptions of Liabilities contemplated by this Agreement, the Parties shall execute or cause to be executed, on or prior to the Distribution, by the appropriate entities, the Conveyancing and Assumption Instruments necessary to evidence the valid and effective Assumption by the applicable Party of its Assumed Liabilities and the valid Transfer to the applicable Party or member of such Party's Group of all right, title and interest in and to its accepted Assets, in substantially the form contemplated hereby for Transfers and Assumptions to be effected pursuant to Delaware Law or the Laws of one of the other states of the United States or, if not appropriate for a given Transfer or Assumption, and for Transfers and Assumptions to be effected pursuant to non-U.S. Laws, in such other form as the Parties shall reasonably agree; provided that Section 6.4(f) shall apply to each Transfer and Assumption contemplated by this Agreement.

(b) With respect to the transfer, directly or indirectly, in connection with the transactions contemplated hereby, of any SpinCo Real Property (or any portion thereof), the restrictions set forth on Exhibit A attached hereto (the "Real Property Restrictions") shall apply unless (A) such SpinCo Real Property is set forth on Schedule 2.7(b) or (B) (i) the transferee of such SpinCo Real Property reasonably determines that compliance with one or more of the Real Property Restrictions is not necessary based on the facts and circumstances existing at the time and notifies the applicable transferor thereof, and (ii) such transferor consents in writing thereto (such consent not to be unreasonably withheld, conditioned or delayed) (any such restricted SpinCo Real Property, the "Restricted Real Property"). In furtherance of the foregoing, prior to the Distribution, the transferor of any Restricted Real Property shall be entitled to, in its reasonable discretion, taking into account applicable Law and practicality, exclude or modify to be less stringent any or all of the Real Property Restrictions in the respective Conveyancing and Assumption Instrument. With respect to any Restricted Real

Property that constitutes a SpinCo Asset or RemainCo Asset, SpinCo (or the applicable member of its Group) or RemainCo (or the applicable member of its Group), respectively, may, in its discretion, request that the transferor of such Restricted Real Property remove one or more Real Property Restrictions in the event that facts and circumstances reasonably warrant such removal, and, provided that the transferor of such Restricted Real Property consents in writing to such removal (such consent not to be unreasonably withheld, conditioned or delayed), the transferor shall (or if the transferor is a member of a Party's Group, such Party shall cause such transferor to), at the expense of the requesting Party (or applicable member of its Group), reasonably cooperate to remove such Real Property Restrictions. Unless and until the Real Property Restrictions have been removed, each Party shall, and shall cause the other members of its Group and its and their respective transferees to, comply with the Real Property Restrictions, unless in the reasonable discretion of the Parties, enforcement of the applicable Real Property Restrictions is not necessary based on the facts and circumstances existing at the time.

Section 2.8 Further Assurances.

(a) In addition to and without limiting the actions specifically provided for elsewhere in this Agreement and subject to the limitations expressly set forth in this Agreement, including Section 2.5, each of the Parties shall, and shall cause the other members of its Group to, cooperate with each other and use commercially reasonable efforts, at and after the Effective Time, to take, or to cause to be taken, all actions, and to do, or to cause to be done, all things reasonably necessary on its part under applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Agreement.

(b) Without limiting the foregoing, at and after the Effective Time, each Party shall, and shall cause the other members of its Group to, cooperate with the other Party (or the relevant member of its Group), and without any further consideration, but at the expense (unless allocated to the Group of the requested Party pursuant to the other terms of this Agreement) of the requesting Party (or the relevant member of its Group) (except as provided in Sections 2.2(d)(v) and 2.5(c)) from and after the Effective Time, to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of Transfer, and to make all filings with, and to obtain all Consents, any permit, license, Contract, indenture or other instrument (including any Consents), and to take all such other actions as such Party (or the relevant member of its Group) may reasonably be requested to take by the other Party (or the relevant member of its Group) from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the Transfers of the applicable Assets and the assignment and Assumption of the applicable Liabilities and the other transactions contemplated hereby. Without limiting the foregoing, each Party shall, and shall cause the other members of its Group to, at the reasonable request, cost and expense (unless allocated to the Group of the requested Party (or other member of its Group) pursuant to the other terms of this Agreement) of the other Party, take such other actions as may be reasonably necessary to vest in such other Party (or other member of its Group) such title and such rights as possessed by the transferring Party (or its Group) to the Assets allocated to such Party (or member of its Group) under this Agreement, free and clear of any Security Interest.

Section 2.9 Novation of Liabilities.

(a) Each Party, at the request of the other Party (such other Party, the "Other Party"), shall use commercially reasonable efforts to obtain, or to cause to be obtained, any Consent, release, substitution or amendment required to novate or assign to the fullest extent permitted by Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.2(d)), and other obligations or Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.10) for which a member of such Party's Group and a member of the Other Party's Group are jointly or severally liable and that do not constitute Liabilities of such Other Party as provided in this Agreement, or to obtain in writing the unconditional release of the Other Party to such arrangements (other than any member of the Group who Assumed or retained such Liability as set forth in this Agreement), so that, in any such case, the members of the applicable Group will be solely responsible for such Liabilities; provided, however, that no Party shall be obligated to pay any consideration therefor to any third party from whom any such Consent, substitution or amendment is requested (unless such Party is fully reimbursed by the requesting Party). Upon either Party's reasonable request (not to exceed twice per fiscal quarter) after the Distribution, the Other Party shall deliver to such requesting Party a list of the Consents, releases, substitutions or amendments required to novate or assign to the fullest extent permitted by Law all obligations under Contracts (other than Shared Contracts, which shall be governed by Section 2.2(d)), and other obligations or Liabilities (other than with regard to guarantees or Credit Support Instruments, which shall be governed by Section 2.10) for which a member of such Party's Group and a member of the Other Party's Group are jointly or severally liable and that do not constitute Liabilities of such Other Party as provided in this Agreement, along with the status and anticipated timing for obtaining such Consents, releases, substitutions or amendments required.

(b) If the Parties are unable to obtain, or to cause to be obtained, any such required Consent, release, substitution or amendment, the Other Party or a member of such Other Party's Group shall continue to be bound by such Contract or other obligation that does not constitute a Liability of such Other Party and, unless not permitted by Law or the terms thereof, as agent or subcontractor for such Party, the Party or member of such Party's Group who Assumed or retained such Liability as set forth in this Agreement (the "Liable Party") shall, or shall cause a member of its Group to, directly pay, perform and discharge fully all the obligations or other Liabilities of such Other Party or member of such Other Party's Group thereunder from and after the Effective Time. The Other Party shall, without further consideration, promptly pay and remit, or cause to be promptly paid or remitted, to the Liable Party or to another member of the Liable Party's Group, all money, rights and other consideration received by it or any member of its Group in respect of such performance by the Liable Party (unless any such consideration is an Asset of such Other Party pursuant to this Agreement). If and when any such Consent, release, substitution or amendment shall be obtained or such agreement, lease or other rights or obligations shall otherwise become assignable or able to be novated, the Other Party shall promptly Transfer all rights, obligations and other Liabilities thereunder of any member of such Other Party's Group to the Liable Party or to another member of the Liable Party's Group without payment of any further consideration and the Liable Party, or another member of such Liable Party's Group, without the payment of any further consideration, shall Assume such rights and Liabilities. Each of the Parties shall, and shall cause their respective Subsidiaries to, take all actions and do all things reasonably necessary on its part, or such Subsidiaries' part, under

applicable Law or contractual obligations to consummate and make effective the transactions contemplated by this Section 2.9(b).

Section 2.10 Guarantees and Credit Support Instruments.

(a) (i) RemainCo shall, and shall cause the other members of its Group to, (with the reasonable cooperation of SpinCo) use commercially reasonable efforts to (A) cause a member of the RemainCo Group to be substituted in all respects for a member of the SpinCo Group, and/or (B) have all members of the SpinCo Group removed or released as guarantor of or obligor for any RemainCo Liability (including any credit agreement, guarantee (including guarantees for performance or payment under Contracts), indemnity or Credit Support Instrument given or obtained by any member of the SpinCo Group for the benefit of any member of the RemainCo Group) to the fullest extent permitted by applicable Law, and (ii) SpinCo shall, and shall cause the other members of its Group to, (with the reasonable cooperation of RemainCo) use commercially reasonable efforts to (A) cause a member of the SpinCo Group to be substituted in all respects for a member of the RemainCo Group, and/or (B) have all members of the RemainCo Group removed or released as guarantor of or obligor for any SpinCo Liability (including any credit agreement, guarantee (including guarantees for performance or payment under Contracts), indemnity or Credit Support Instrument given or obtained by any member of the RemainCo Group for the benefit of any member of the SpinCo Group) to the fullest extent permitted by applicable Law, including in respect of those guarantees set forth on Schedule 2.10(a)(ii), in each case (clauses (i) and (ii)), on or prior to the Distribution Date or as soon as reasonably practicably thereafter, but in any event within twelve (12) months of the Distribution Date, in respect of Credit Support Instruments, or within twenty-four (24) months of the Distribution Date, in respect of any credit agreement, guarantee, or indemnity; provided that failure to effectuate the foregoing within twelve (12) months of the Distribution Date, in respect of Credit Support Instruments, or within twenty-four (24) months of the Distribution Date, in respect of any credit agreement, guarantee, or indemnity, shall not relieve any Party (or the other members of its applicable Group) of any obligation under this Section 2.10(a), and such Party shall, and shall cause the other members of its Group to, continue to use commercially reasonable efforts to take the actions contemplated by this Section 2.10(a). Except as otherwise provided in Section 2.10(b), no member of the SpinCo Group or RemainCo Group or any of their respective Affiliates from time to time shall be required to commence any litigation or offer or pay any money or otherwise grant any accommodation (financial or otherwise) to any third party with respect to any such guarantees.

(b) On or prior to the Distribution Date or as soon as reasonably practicable thereafter, but in any event within twenty-four (24) months of the Distribution Date, to the extent required to obtain a release from a guaranty (a "Guaranty Release") (i) of any member of the RemainCo Group, then SpinCo shall, and shall cause the other members of the SpinCo Group to, as applicable, execute a guaranty agreement in the form of the existing guaranty, except to the extent that such existing guaranty contains representations, covenants or other terms or provisions either (A) with which any member of the SpinCo Group would be reasonably unable to comply or (B) which would be reasonably expected to be breached, and (ii) of any member of the SpinCo Group, then RemainCo shall, and shall cause the other members of the RemainCo Group to, as applicable, execute a guaranty agreement in the form of the existing guaranty, except to the extent that such existing guaranty contains representations, covenants or

other terms or provisions either (A) with which any member of the RemainCo Group would be reasonably unable to comply or (B) which would be reasonably expected to be breached; provided that failure to effectuate the foregoing within twenty-four (24) months of the Distribution Date shall not relieve any Party (or the other members of its applicable Group) of any obligation under this Section 2.10(b), and such Party shall, and shall cause the other members of its Group to, continue to take the actions contemplated by this Section 2.10(b).

(c) If either of RemainCo or SpinCo is unable to obtain, or to cause to be obtained, any such required removal as set forth in clauses (a) and (b) of this Section 2.10, (i) the Party whose Group is the relevant beneficiary shall indemnify and hold harmless the guarantor or obligor for any Indemnifiable Loss arising from or relating thereto (in accordance with the provisions of Article VI) and shall or shall cause one of the other members of its Group, as agent or subcontractor for such guarantor or obligor to pay, perform and discharge fully all of the obligations or other Liabilities of such guarantor or obligor thereunder, (ii) each of RemainCo and SpinCo agrees not to (and to cause the members of their respective Groups not to) renew or extend the term of, increase its obligations under, or Transfer to a third party, any guarantees or Credit Support Instruments, for which the other Party is or may be liable, without the prior written consent of such other Party (such consent not to be unreasonably withheld, delayed or conditioned), unless all obligations of such other Party and the other members of such Party's Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to such Party; provided, however, with respect to guarantees included in leases for real property, in the event a Guaranty Release is not obtained and such Party wishes to extend the term of such guaranteed lease, then such Party shall have the option of extending the term until a date not to exceed the fourth (4th) anniversary of the Distribution Date if it provides such security as is reasonably satisfactory to the guarantor under such guaranteed lease, and (iii) the relevant beneficiary shall pay to the guarantor or obligor a fee payable at the end of each calendar quarter (the first of such payments being due on the last Business Day of the first full calendar quarter that ends on or after the date that is twenty-four (24) months after the Distribution Date) based on a rate of: (x) in the case of guarantees of performance or indemnity under a Contract, $1,000 per calendar quarter per Contract for which such performance guarantee or indemnity has not been removed (provided, that if such performance guarantee or indemnity is removed during the course of a given calendar quarter, such rate shall be pro-rated in accordance with the number of calendar days such performance guarantee or indemnity remained in effect), (y) in the case of guarantees of a discrete payment amount or other discrete monetary amount (including guarantees included in leases for real property), 1.75% per annum on the applicable guaranteed amount (provided that if such payment or other discrete monetary amount guarantee is removed during the course of a given calendar quarter, such rate shall be pro-rated in accordance with the number of calendar days such payment or other discrete monetary amount guarantee remained in effect), and (z) in the case of guarantees (including revolving credit agreements and indefinite quantity vendor contracts) of variable amounts, 1.75% per annum of an amount in respect of such Contract to be mutually agreed between RemainCo and SpinCo in accordance with Schedule 2.10(c).

(d) Each Party shall, and shall cause the other members of their respective Groups to cooperate and (i) SpinCo shall, and shall cause the other members of its Group to, use commercially reasonable efforts to replace all Credit Support Instruments issued or procured by RemainCo or other members of the RemainCo Group, on behalf of or in favor of

any member of the SpinCo Group or the SpinCo Business, including in respect of those Credit Support Instruments set forth on Schedule 2.10(d)(i) (the "SpinCo CSIs"), as promptly as practicable with Credit Support Instruments from SpinCo or a member of the SpinCo Group as of the Effective Time, but in any event within twelve (12) months of the Distribution Date, and (ii) RemainCo shall, and shall cause the other members of its Group to, use commercially reasonable efforts to replace all Credit Support Instruments issued or procured by SpinCo or other members of the SpinCo Group, on behalf of or in favor of any member of the RemainCo Group or the RemainCo Business, including in respect of those Credit Support Instruments set forth on Schedule 2.10(d)(ii) (the "RemainCo CSIs"), as promptly as practicable with Credit Support Instruments from RemainCo or a member of the RemainCo Group as of the Effective Time, but in any event within twelve (12) months of the Distribution Date; provided that, in each case, failure to effectuate the foregoing within twelve (12) months of the Distribution Date shall not relieve any Party (or the other members of its applicable Group) of any obligation under this Section 2.10(d), and such Party shall, and shall cause the other members of its Group to, continue to take the actions contemplated by this Section 2.10(d):

(i) With respect to any SpinCo CSIs that remain outstanding after the Effective Time, (x) SpinCo shall, and shall cause the members of the SpinCo Group to, jointly and severally, indemnify and hold harmless the RemainCo Indemnitees for any Liabilities arising from or relating to such SpinCo CSIs, including any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such SpinCo CSIs in accordance with the terms thereof, plus, unless reimbursed within twenty-four (24) hours of being drawn by (or for the benefit of) or disbursements made to the beneficiaries of such SpinCo CSIs (the "Applicable SpinCo CSI Draw Date"), a ticking fee based on a rate of SOFR plus 2% (provided, however, in the event that SOFR is no longer commonly accepted by market participants, then an alternative floating rate index that is commonly accepted by market participants, which SpinCo and RemainCo shall jointly determine, each acting in good faith) applied to the number of days elapsed between the date drawn and the date actually indemnified (inclusive of each of the Applicable SpinCo CSI Draw Date and the day actually indemnified), (y) SpinCo shall pay to RemainCo a fee payable at the end of each calendar quarter (the first of such payments being due on the last Business Day of the first full calendar quarter that is twelve (12) months after the Distribution Date), based on a rate of 1.75% per annum on the average outstanding balance during such quarter of any outstanding SpinCo CSIs issued by RemainCo or any member of the RemainCo Group, respectively, and (z) without the prior written consent of RemainCo, SpinCo shall not, and shall not permit any member of the SpinCo Group to, enter into, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, Contract or other obligation in connection with which RemainCo or any member of the RemainCo Group, respectively, has issued any Credit Support Instruments which remain outstanding. None of RemainCo or the members of the RemainCo Group will have any obligation to renew any Credit Support Instruments issued or procured on behalf of or in favor of any member of the SpinCo Group or the SpinCo Business after the expiration of such SpinCo CSI.

(ii) With respect to any RemainCo CSIs that remain outstanding after the Effective Time, (x) RemainCo shall, and shall cause the members of

the RemainCo Group to, jointly and severally, indemnify and hold harmless the SpinCo Indemnitees for any Liabilities arising from or relating to such RemainCo CSIs, including any fees in connection with the issuance and maintenance thereof and any funds drawn by (or for the benefit of), or disbursements made to, the beneficiaries of such RemainCo CSIs in accordance with the terms thereof, plus, unless reimbursed within twenty-four (24) hours of being drawn by (or for the benefit of) or disbursements being made to the beneficiaries of such RemainCo CSIs (the "Applicable RemainCo CSI Draw Date"), a ticking fee based on a rate of SOFR plus 2% (provided, however, in the event that SOFR is no longer commonly accepted by market participants, then an alternative floating rate index that is commonly accepted by market participants, which SpinCo and RemainCo shall jointly determine, each acting in good faith) applied to the number of days elapsed between the Applicable RemainCo CSI Draw Date and the date actually indemnified (inclusive of each of the Applicable RemainCo CSI Draw Date and the day actually indemnified), (y) RemainCo shall pay to SpinCo a fee payable at the end of each calendar quarter (the first of such payments being due on the last Business Day of the first full calendar quarter that is twelve (12) months after the Distribution Date) based on a rate of 1.75% per annum on the average outstanding balance during such quarter of any outstanding RemainCo CSIs issued by SpinCo or any member of the SpinCo Group, respectively, and (z) without the prior written consent of SpinCo, RemainCo shall not, and shall not permit any member of the RemainCo Group to, enter into, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, Contract or other obligation in connection with which SpinCo or any member of the SpinCo Group, respectively, has issued any Credit Support Instruments which remain outstanding. None of SpinCo or the members of the SpinCo Group will have any obligation to renew any Credit Support Instruments issued or procured on behalf of or in favor of any member of the RemainCo Group or the RemainCo Business after the expiration of such RemainCo CSI.

Section 2.11 Bank Accounts; Cash Balances.

(a) Each of RemainCo and SpinCo shall, and shall cause the respective members of their Group to, use their commercially reasonable efforts to take all actions necessary to amend all Contracts governing each bank and brokerage account owned by SpinCo and any other member of the SpinCo Group (collectively, the "SpinCo Accounts"), so that from and after the Effective Time such SpinCo Accounts, if currently linked (whether by automatic withdrawal, automatic deposit or any other authorization to transfer funds from or to, hereinafter "linked") to any bank or brokerage account owned by RemainCo or any member of the RemainCo Group (collectively, the "RemainCo Accounts") are de-linked from such SpinCo Accounts.

(b) Each of RemainCo and SpinCo shall, and shall cause the respective members of their Group to, use their commercially reasonable efforts to take all actions necessary to amend all Contracts governing the RemainCo Accounts so that from and after the Effective Time, such RemainCo Accounts, if currently linked to any SpinCo Account, are de-linked from such SpinCo Accounts.

(c) With respect to any outstanding checks issued by RemainCo, SpinCo or any of the respective members of their Group prior to the Effective Time, such outstanding checks shall be honored from and after the Effective Time by the Person or Group owning the account on which the check is drawn, without modifying in any way the allocation of Liability (and rights to reimbursement) for such amounts under this Agreement or any Ancillary Agreement.

Section 2.12 Disclaimer of Representations and Warranties. EACH OF REMAINCO (ON BEHALF OF ITSELF AND EACH MEMBER OF THE REMAINCO GROUP) AND SPINCO (ON BEHALF OF ITSELF AND EACH MEMBER OF THE SPINCO GROUP) UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY ANCILLARY AGREEMENT, NO PARTY TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED BY THIS AGREEMENT, ANY ANCILLARY AGREEMENTS OR OTHERWISE, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE ASSETS, BUSINESSES, INFORMATION OR LIABILITIES CONTRIBUTED, TRANSFERRED OR ASSUMED AS CONTEMPLATED HEREBY OR THEREBY, AS TO ANY CONSENTS REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF, AS TO NONINFRINGEMENT, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING, ANY ASSETS OF SUCH PARTY, OR AS TO THE ABSENCE OF ANY DEFENSES OR RIGHT OF SETOFF OR FREEDOM FROM COUNTERCLAIM WITH RESPECT TO ANY ACTION OR OTHER ASSET, INCLUDING ACCOUNTS RECEIVABLE, OF ANY PARTY, OR AS TO THE LEGAL SUFFICIENCY OF ANY CONTRIBUTION, ASSIGNMENT, DOCUMENT, CERTIFICATE OR INSTRUMENT DELIVERED HEREUNDER TO CONVEY TITLE TO ANY ASSET OR THING OF VALUE UPON THE EXECUTION, DELIVERY AND FILING HEREOF OR THEREOF. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN OR THEREIN, ALL SUCH ASSETS ARE BEING TRANSFERRED ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS” BASIS (AND, IN THE CASE OF ANY REAL PROPERTY, WITHOUT LIABILITIES OR WARRANTIES EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT) AND THE RESPECTIVE TRANSFEREES SHALL BEAR THE ECONOMIC AND LEGAL RISKS THAT (I) ANY CONVEYANCE SHALL PROVE TO BE INSUFFICIENT TO VEST IN THE TRANSFEREE GOOD TITLE, FREE AND CLEAR OF ANY SECURITY INTEREST OR OTHER MATTER WHETHER OR NOT OF RECORD AND (II) ANY NECESSARY CONSENTS ARE NOT OBTAINED OR THAT ANY REQUIREMENTS OF LAWS OR JUDGMENTS ARE NOT COMPLIED WITH.

ARTICLE III

CERTAIN ACTIONS AT OR PRIOR TO THE DISTRIBUTION

Section 3.1 Certificate of Incorporation; Bylaws. At or prior to the Effective Time, all necessary actions shall be taken to effect the conversion of SpinCo from a limited liability company organized under the laws of the State of Delaware to a corporation organized under the laws of the State of Delaware and to adopt the form of Amended and Restated Certificate of Incorporation and Amended and Restated By-laws filed by SpinCo with the

Commission as exhibits to the SpinCo Form 10, subject to any changes thereto determined to be made by RemainCo prior to the Effective Time in its sole discretion.

Section 3.2 Directors. At or prior to the Effective Time, RemainCo shall take all necessary action to cause the Board of Directors of SpinCo to consist of the individuals identified in the SpinCo Information Statement as directors of SpinCo.

Section 3.3 Officers. At or prior to the Effective Time, RemainCo shall take all necessary action to cause the individuals identified as such in the SpinCo Information Statement to be officers of SpinCo as of the Distribution Date.

Section 3.4 Resignations. At or prior to the Distribution, each of RemainCo and SpinCo shall cause all of its employees and all employees of its respective Subsidiaries (excluding any employees of any member of its respective Group) to resign, effective as of the Distribution, from all positions as officers or directors of any member of the other Groups (and any other Person where such position is as a designee or representative of the other Groups) in which they serve.

Section 3.5 Ancillary Agreements. At or prior to the Effective Time, each of RemainCo and SpinCo shall enter into, and/or (where applicable) shall cause a member or members of their respective Group to enter into, the Ancillary Agreements and any other Contracts in respect of the Distribution reasonably necessary or appropriate in connection with the transactions contemplated hereby and thereby.

ARTICLE IV

THE DISTRIBUTION

Section 4.1 Stock Dividends to RemainCo.

(a) In connection with the Distribution, (i) on or prior to the Distribution Date, SpinCo shall issue to RemainCo, as a stock dividend, such number of shares of SpinCo Common Stock (or RemainCo and SpinCo shall take or cause to be taken such other appropriate actions to ensure that RemainCo has the requisite number of shares of SpinCo Common Stock) as will be required so that the total number of shares of SpinCo Common Stock held by RemainCo immediately prior to the Distribution is equal to the total number of shares of SpinCo Common Stock distributable in the Distribution, and (ii) on the Distribution Date, subject to the conditions and other terms set forth in this Article IV, RemainCo shall cause the Agent to distribute all of the then issued and outstanding shares of SpinCo Common Stock to holders of RemainCo Common Stock as of the close of business on the Distribution Record Date, and to credit the appropriate class and number of such shares of SpinCo Common Stock to book entry accounts for each such holder or designated transferee or transferees of such holder of SpinCo Common Stock. For stockholders of RemainCo who own RemainCo Common Stock through a broker or other nominee, their shares of SpinCo Common Stock will be credited to their respective accounts by such broker or nominee. Each holder of RemainCo Common Stock as of the close of business on the Distribution Record Date (or such holder's designated transferee or transferees) will be entitled to receive in the Distribution one share of SpinCo

Common Stock for every four shares of RemainCo Common Stock held by such stockholder. No action by any such stockholder (or such stockholder's designated transferee or transferees) shall be necessary for such stockholder (or such stockholder's designated transferee or transferees) to receive the applicable number of shares of (and, if applicable, cash in lieu of any fractional shares) SpinCo Common Stock such stockholder is entitled to in the Distribution.

Section 4.2 Fractional Shares. RemainCo stockholders holding a number of shares of RemainCo Common Stock as of the close of business on the Distribution Record Date which would entitle such stockholders to receive less than one whole share of SpinCo Common Stock in the Distribution, will receive cash in lieu of fractional shares. Fractional shares of SpinCo Common Stock will not be distributed in the Distribution nor credited to book-entry accounts. The Agent shall, as soon as practicable after the Distribution Date, (a) determine the number of whole shares and fractional shares of SpinCo Common Stock allocable to each holder of record or beneficial owner of RemainCo Common Stock as of the close of business on the Distribution Record Date, (b) aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in open market transactions, in each case, at then prevailing trading prices on behalf of holders who would otherwise be entitled to fractional share interests, and (c) distribute to each such holder, or for the benefit of each such beneficial owner, such holder or owner's ratable share of the net proceeds of such sale, based upon the average gross selling price per share of SpinCo Common Stock after making appropriate deductions for any amount required to be withheld for U.S. federal income tax purposes, for applicable Transfer Taxes and for the costs and expenses of such sale and distribution, including brokers fees and commissions. None of RemainCo, SpinCo or the Agent will guarantee any minimum sale price for the fractional shares of SpinCo Common Stock. None of RemainCo or SpinCo will pay any interest on the proceeds from the sale of fractional shares. The Agent acting on behalf of the applicable Party will have the sole discretion to select the broker-dealers through which to sell the aggregated fractional shares and to determine when, how and at what price to sell such shares. Neither the Agent nor the broker-dealers through which the aggregated fractional shares are sold shall be Affiliates of RemainCo or SpinCo.

Section 4.3 Sole Discretion of RemainCo. RemainCo shall, in its sole and absolute discretion, determine the Distribution Date and all other terms of the Distribution, including the form, structure and terms of any transactions and/or offerings to effect each Distribution and the timing of and conditions to the consummation thereof. In addition, RemainCo may, in accordance with Section 10.11, at any time and from time to time until the completion of each Distribution decide to abandon any or all of the Distribution or modify or change the terms of each Distribution, including by accelerating or delaying the timing of the consummation of all or part of any Distribution. Without limiting the foregoing and notwithstanding anything to the contrary in this Agreement, RemainCo shall have the right not to complete any Distribution if, at any time prior to the Distribution, the Board shall have determined, in its sole discretion, that any Distribution is not in the best interests of RemainCo or its stockholders, that a sale or other alternative is in the best interests of RemainCo or its stockholders or that it is not advisable at that time for the SpinCo Business to separate from RemainCo.

Section 4.4 Conditions to Distribution. Subject to Section 4.3, the obligation of RemainCo to consummate the Distribution is subject to the prior or simultaneous satisfaction, or,

to the extent permitted by applicable Law, waiver by RemainCo in its sole and absolute discretion, of the following conditions. None of SpinCo or any other member of the SpinCo Group with respect to the Distribution or any third party shall have any right or claim to require the consummation of the Distribution, which shall be effected at the sole discretion of the Board. Any determination made by RemainCo prior to the Distribution concerning the satisfaction or waiver of any or all of the conditions set forth in this Section 4.4 shall be conclusive and binding on the Parties. The conditions are for the sole benefit of RemainCo and shall not give rise to or create any duty on the part of RemainCo or the Board to waive or not waive any such condition. Each Party will use its commercially reasonable efforts to keep the other Party apprised of its efforts with respect to, and the status of, each of the following conditions:

(a) the Commission shall have declared effective the SpinCo Form 10, of which the SpinCo Information Statement forms a part, and no stop order relating to the registration statement will be in effect, no proceedings seeking such stop order shall be pending before or threatened by the Commission, and the SpinCo Information Statement (or a Notice of Internet Availability of the SpinCo Information Statement) shall have been distributed to holders of RemainCo Common Stock;

(b) the SpinCo Common Stock to be delivered in the Distribution shall have been approved for listing on the Nasdaq, subject to official notice of issuance;

(c) RemainCo shall have received a written opinion from Skadden, Arps, Slate, Meagher & Flom LLP and Ernst & Young LLP, in form and substance satisfactory to RemainCo (in its sole discretion), substantially to the effect that, among other things, the Distribution, together with the SpinCo Spin Contribution, will qualify for non-recognition of gain and loss pursuant to Section 355, Section 361 and Section 368(a)(1)(D) of the Code;

(d) RemainCo shall have received an opinion from the independent appraisal firm set forth on Schedule 4.4(d) or another independent appraisal firm as determined by the Board, in form and substance satisfactory to RemainCo, confirming that (i) following the Distribution, RemainCo, on the one hand, and SpinCo, on the other hand, will be solvent and adequately capitalized, (ii) RemainCo has adequate surplus under Delaware Law to declare the Distribution and (iii) SpinCo has adequate surplus under Delaware Law to declare the SpinCo Cash Distribution, in each of clauses (i) and (ii) after giving effect to the SpinCo Cash Distribution;

(e) no order, injunction or decree issued by any Governmental Entity of competent jurisdiction, or other legal restraint or prohibition preventing the consummation of all or any portion of the Distribution or any of the related transactions shall be pending, threatened, issued or in effect, and no other event outside the control of RemainCo shall have occurred or failed to occur that prevents the consummation of all or any portion of the Distribution;

(f) the Internal Reorganization shall have been effectuated prior to the Distribution, except for such steps (if any) as RemainCo, in its sole discretion, shall have determined need not be completed or may be completed after the Effective Time;

(g) the Board shall have declared the Distribution and approved all related transactions, which approval may be given or withheld at its absolute and sole discretion (and such declaration or approval shall not have been withdrawn);

(h) RemainCo, as SpinCo's sole stockholder immediately prior to the Distribution, shall have elected the board of directors of SpinCo, as described in the SpinCo Information Statement, effective immediately upon the Distribution;

(i) the directors of RemainCo set forth on Schedule 4.4(i) shall have resigned from the Board effective upon the Distribution;

(j) (i) SpinCo shall have, and shall have caused its applicable Subsidiaries to have, entered into all Ancillary Agreements to which it and/or such Subsidiary is contemplated to be a party, and (ii) RemainCo shall have, and shall have caused its applicable Subsidiaries to have, entered into all Ancillary Agreements to which it and/or such Subsidiary is contemplated to be a party;

(k) the financing for the SpinCo Financing Arrangements shall be available on terms acceptable to RemainCo and SpinCo shall have completed the SpinCo Financing Arrangements and received the proceeds in respect thereof and SpinCo shall have completed the SpinCo Cash Distribution; and

(l) no events or developments shall have occurred or shall exist that, in the sole and absolute judgment of the Board, make it inadvisable to effect the Distribution or would result in the Distribution and related transactions not being in the best interest of RemainCo or its stockholders.

Section 4.5 Effectiveness of Distribution. Unless otherwise determined by RemainCo prior to the Distribution, the Distribution shall be deemed to occur at 12:01 a.m., New York City Time, on the Distribution Date.

ARTICLE V

CERTAIN COVENANTS

Section 5.1 Auditors and Audits; Annual and Quarterly Financial Statements and Accounting. Each Party agrees (on behalf of itself and each other member of its Group) that, following the Distribution until the completion of each Party's audit for the fiscal year ending December 31 of the calendar year in which the Distribution Date occurs, and in any event solely with respect to (x) any statutory audit with respect to any fiscal year ending prior to the Distribution or for any portion of a fiscal year prior to the Distribution, in each case, in respect of which the Party requesting such reasonable assistance and access was an Affiliate (or relevant member of its Group) of the other Party's Group, (y) the preparation and audit of each of the Party's financial statements for the year ended December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a fiscal year, also for the previous fiscal year) or amendments thereto, or the printing, filing and public dissemination thereof, and (z) the audit of each Party's internal controls over financial reporting and management's assessment thereof and management's assessment of each Party's disclosure

controls and procedures in respect of the year ended December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a fiscal year, also for the previous fiscal year); provided, that in the event that any Party changes its auditors within one (1) year of the completion of each Party's audit for the first full fiscal year occurring after the Distribution Date, then such Party may request reasonable access on the terms set forth in this Section 5.1 for a period of up to one hundred and eighty (180) days from such change; provided, further, that, notwithstanding the foregoing, access of the type described in this Section 5.1 shall be afforded by and to each of the Parties (from time to time following the Distribution), as applicable, to the extent reasonably necessary to respond (and for the limited purpose of responding) to any written request or official comment from a Governmental Entity, such as in connection with responding to a comment letter from the Commission, or as reasonably necessary to meet a filing, reporting or similar obligation required under applicable Law (including under Public Reports):

(a) Timetable for Completion of Audit. (i) SpinCo shall use commercially reasonable efforts to enable its auditors to complete their audit for the fiscal year ending December 31 of the calendar year in which the Distribution occurs on a timetable that enables RemainCo to meet its timetable for the printing, filing and public dissemination of RemainCo's annual financial statements for such fiscal year, and (ii) RemainCo shall use commercially reasonable efforts to enable their auditors to complete their audit for the fiscal year ending December 31 of the calendar year in which the Distribution occurs on a timetable that enables SpinCo to meet its timetable for the printing, filing and public dissemination of SpinCo's annual financial statements for such fiscal year;

(b) Annual Financial Statements. (i) each Party shall provide or provide access to the other Party on a timely basis all Information reasonably required to meet such other Party's schedule for the preparation, printing, filing, and public dissemination of such other Party's annual financial statements for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a fiscal year, also for the previous fiscal year) and for management's assessment of the effectiveness of such Party's disclosure controls and procedures and its internal controls over financial reporting in accordance with Items 307 and 308, respectively, of Regulation S-K and, to the extent applicable to such Party, its auditor's audit of its internal controls over financial reporting and management's assessment thereof in accordance with Section 404 of the Sarbanes-Oxley Act of 2002 and the Commission's and Public Company Accounting Oversight Board's rules and auditing standards thereunder, if required (such assessments and audit being referred to as the "Internal Control Audit and Management Assessments") for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (and, if the Distribution occurs in the first quarter of a fiscal year, also for the previous fiscal year), and (ii) without limiting the generality of the foregoing clause (i), each Party shall provide all required financial and other Information with respect to itself and its Subsidiaries to its auditors in a sufficient and reasonable time and in sufficient detail to permit its auditors to take all steps and perform all reviews necessary to provide sufficient assistance to the other Party's auditors (each such other Party's auditors, collectively, the "Other Party's Auditors") with respect to Information to be included or contained in such other Party's annual financial statements for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (or, if the Distribution occurs in the first quarter of a fiscal year, the previous fiscal year) and to permit the Other Party's

Auditors and management to complete the Internal Control Audit and Management Assessments, if required;

(c) Access to Personnel and Records. subject to the confidentiality provisions of this Agreement (including those set forth in Article VII) and to the extent it relates to the time prior to the Distribution, (i) each Party shall authorize and request its respective auditors to make reasonably available to the Other Party's Auditors both the personnel who performed or are performing the annual audits of such audited Party (each such Party with respect to its own audit, the "Audited Party") and work papers related to the annual audits of such Audited Party, in all cases within a reasonable time prior to such Audited Party's auditors' opinion date, so that the Other Party's Auditors are able to perform the procedures they reasonably consider necessary to take responsibility for the work of the Audited Party's auditors as it relates to their auditors' report on such other Party's financial statements, all within sufficient time to enable such other Party to meet its timetable for the printing, filing and public dissemination of its annual financial statements with the Commission for the fiscal year ending December 31 of the calendar year in which the Distribution occurs (or, if the Distribution occurs in the first quarter of a fiscal year, the previous fiscal year), and (ii) each Party shall use commercially reasonable efforts to make reasonably available to the Other Party's Auditors and management its personnel and Records in a reasonable time prior to the Other Party's Auditors' opinion date and other Party's management's assessment date so that the Other Party's Auditors and other Party's management are able to perform the procedures they reasonably consider necessary to conduct the Internal Control Audit and Management Assessments; provided, however, that for matters pertaining to the provision of Tax Records, the Tax Matters Agreement shall govern;

(d) Current, Quarterly and Annual Reports. (i) at least three (3) Business Days prior to the earlier of public dissemination or filing with the Commission, each Party shall deliver to the other Party a reasonably complete draft of any earnings news release or any filing with the Commission containing financial statements for the related year in which the Distribution occurs (or, if the Distribution occurs in the first quarter of a fiscal year, the previous fiscal year) and the calendar year preceding such year, including current reports on Form 8-K, quarterly reports on 10-Q and annual reports on Form 10-K or any other annual report purporting to fulfill the requirements of 17 CFR 240-14c-3 (such reports, collectively, the "Public Reports"); provided, however, that each Party may continue to revise its respective Public Report prior to the filing thereof, which changes will be delivered to the other Party as soon as reasonably practicable; provided, further, that each Party's personnel will actively and reasonably consult with the other Party's personnel regarding any proposed changes to its respective Public Report and related disclosures prior to the anticipated filing with the Commission, with particular focus on any changes which would reasonably be expected to have an effect upon the other Party's financial statements or related disclosures, (ii) each Party shall notify the other Party, as soon as reasonably practicable after becoming aware thereof, of any material accounting differences between the financial statements to be included in such Party's annual report on Form 10-K and the pro-forma financial statements included, as applicable, in the SpinCo Form 10 or the Form 8-K to be filed by RemainCo with the Commission on or about the time of each Distribution, and (iii) if any such differences are notified by any Party, the Parties shall confer and/or meet as soon as reasonably practicable thereafter, and in any event prior to the filing of

any Public Report, to consult with each other in respect of such differences and the effects thereof on the Parties' applicable Public Reports; and

(e) Compensation Programs. to the extent (i) SpinCo's 2026 proxy statement or Form 10-K for the fiscal year ended December 31 of the calendar year in which the Distribution occurs discusses compensation programs of RemainCo, it shall substantially conform such discussion to RemainCo's proxy statement and/or Form 10-K for the applicable period; and (ii) RemainCo's 2026 proxy statement or Form 10-K for the fiscal year ended December 31 of the calendar year in which the Distribution occurs discusses compensation programs of SpinCo, it shall substantially conform such discussion to SpinCo's proxy statement and/or Form 10-K for the applicable period.

Nothing in this Section 5.1 shall require any Party to violate any Contract with any third party regarding the confidentiality of confidential and proprietary Information relating to that third party or its business; provided, however, that in the event that a Party is required under this Section 5.1 to disclose any such Information, such Party shall use commercially reasonable efforts to seek to obtain such third party's written consent to the disclosure of such Information.

Section 5.2 Separation of Information.

(a) SpinCo shall, and shall cause the other members of the SpinCo Group to, use commercially reasonable efforts to deliver to RemainCo (or its designee) as promptly as practicable all Information that constitutes a RemainCo Asset but is commingled in any member of the SpinCo Group's current records or archives (whether stored with a third party or directly by any member of the SpinCo Group) (SpinCo may redact Information that is a SpinCo Asset to which a member of the RemainCo Group does not have a license pursuant to any Ancillary Agreement (to the extent such Information is not reasonably necessary to exercise a license pursuant to any Ancillary Agreement) or access thereto pursuant to any Designated Ancillary Agreement or that is not otherwise related to the RemainCo Business); provided that with respect to any Information to which a member of the RemainCo Group has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to any Designated Ancillary Agreement, such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement or Designated Ancillary Agreement.

(b) If RemainCo identifies in writing particular Information (whether in written, electronic documentary or other archival documentary form) that RemainCo reasonably believes constitutes a RemainCo Asset (or to which a member of its Group has a license pursuant to an Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to a Designated Ancillary Agreement) or is otherwise related to the RemainCo Business but is held by or on behalf of any member of the SpinCo Group (or any transferee thereof), SpinCo shall, and shall cause any other applicable member of the SpinCo Group to, request that the archive holder deliver such item to SpinCo for review as soon as reasonably practicable, and SpinCo shall review such request and deliver the requested material to RemainCo as promptly as reasonably practicable and in any event within fifteen (15) Business Days of receiving the material from the archive holder; provided that if the

requested material is not specific and requires a longer period of review in light of the breadth of the request, SpinCo shall deliver the material to RemainCo as promptly as reasonably practicable and shall notify RemainCo of the expected timeframe to allow RemainCo to narrow such request if desired; provided, further, that with respect to any Information to which a member of the RemainCo Group has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to any Designated Ancillary Agreement, such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement or Designated Ancillary Agreement; provided, further, that if such requested material does not constitute a RemainCo Asset (and a member of the RemainCo Group is not otherwise granted a license pursuant to an Ancillary Agreement (and such Information is not reasonably necessary to exercise such license) or access thereto pursuant to a Designated Ancillary Agreement) or is not otherwise related to the RemainCo Business, SpinCo shall not deliver the material to RemainCo, but shall provide RemainCo with an explanation in reasonable detail of such determination and discuss with RemainCo in good faith.

(c) RemainCo shall, and shall cause the other members of the RemainCo Group to, use commercially reasonable efforts to deliver to SpinCo (or its designee) as promptly as practicable all Information that constitutes a SpinCo Asset but is commingled in any member of the RemainCo Group's current records or archives (whether stored with a third party or directly by any member of the RemainCo Group) (RemainCo may redact Information that is a RemainCo Asset to which a member of the SpinCo Group does not have a license pursuant to any Ancillary Agreement (to the extent such Information is not reasonably necessary to exercise a license pursuant to any Ancillary Agreement) or access thereto pursuant to any Designated Ancillary Agreement or that is not otherwise related to the SpinCo Business); provided that with respect to any Information to which a member of the SpinCo Group, as applicable, has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to any Designated Ancillary Agreement, such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement or Designated Ancillary Agreement.

(d) If SpinCo identifies in writing particular Information (whether in written, electronic documentary or other archival documentary form) that SpinCo reasonably believes constitutes a SpinCo Asset (or to which a member of its Group has a license pursuant to an Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to a Designated Ancillary Agreement) or is otherwise related to the SpinCo Business but is held by or on behalf of any member of the RemainCo Group (or any transferee thereof), RemainCo shall, and shall cause any other applicable member of the RemainCo Group to, request that the archive holder deliver such item to RemainCo for review as soon as reasonably practicable, and RemainCo shall review such request and deliver the requested material to SpinCo as promptly as reasonably practicable and in any event within fifteen (15) Business Days of receiving the material from the archive holder; provided that if the requested material is not specific and requires a longer period of review in light of the breadth of the request, RemainCo shall deliver the material to SpinCo as promptly as reasonably practicable and shall notify SpinCo of the expected timeframe to allow SpinCo to narrow such request if desired; provided, further, that with respect to any Information to which a member of the SpinCo

Group has a license pursuant to any Ancillary Agreement (or such Information is reasonably necessary to exercise such license) or access thereto pursuant to any Designated Ancillary Agreement, such Information shall be delivered only to the extent of such license (or such reasonable need for related Information) or access thereto and otherwise subject to the terms of the applicable Ancillary Agreement or Designated Ancillary Agreement; provided, further, that if such requested material does not constitute a SpinCo Asset (and a member of the SpinCo Group is not otherwise granted a license pursuant to an Ancillary Agreement (and such Information is not reasonably necessary to exercise such license) or access thereto pursuant to a Designated Ancillary Agreement) or is not otherwise related to the RemainCo Business, RemainCo shall not deliver the material to SpinCo, but shall provide SpinCo with an explanation in reasonable detail of such determination and discuss with SpinCo in good faith.

Section 5.3 Nonpublic Information. Each Party acknowledges on behalf of itself and the other members of its Group that Information provided under Section 5.1 may constitute material, nonpublic information, and trading in the securities of a member of either Group (or the securities of such Person's Affiliates, or partners) while in possession of such material, nonpublic material information may constitute a violation of the U.S. federal securities Laws.

Section 5.4 Cooperation. For a period of twelve (12) months following the Distribution Date and subject to the terms and limitations contained in this Agreement and the Ancillary Agreements, each Party shall, and shall cause the other members of its Group, their respective then-Affiliates, each of its and their respective Affiliates and its and their employees to (a) provide reasonable cooperation and assistance to the other Party (and any member of such Party's Group) in connection with the completion of the Internal Reorganization and the transactions contemplated herein and in each Ancillary Agreement (including assisting in the preparation of the Distribution), (b) reasonably assist each Party (or member of its respective Group) in the orderly and efficient transition in becoming an independent company, (c) reasonably assist the other Party (or member of its respective Group) to the extent such Party (or member of such Party's Group) is providing or has provided services, as applicable, pursuant to the Transition Services Agreement, in connection with requests for Information from, audits or other examinations of, such other Party (or member of such Party's Group) by a Governmental Entity, and (d) provide reasonable cooperation and assistance to the other Party (and any member of its respective Group) in (i) seeking and obtaining all Consents of Governmental Entities under applicable Law with respect to the transactions contemplated by this Agreement and (ii) gathering, preparing and submitting any Information or documentary material that may be requested by any Governmental Entity in connection with obtaining such Consents, in each case (clauses (a) through (d)), at no additional cost to the Party (or member of such Party's Group) requesting such assistance other than for the actual out-of-pocket costs (which shall not include the costs of salaries and benefits of employees of such Party (or its Group) or any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing) incurred by any such Party (or its Group), if applicable. The cooperation and assistance provided for in this Section 5.4 shall not be required to the extent such cooperation and assistance would result in an undue burden on any Party (or any member of its Group) or would unreasonably interfere with any of its employees' normal functions and duties. In furtherance of, and without limiting, the foregoing, each Party shall, and shall cause the other

members of its Group (or their then-current Affiliates) to, make reasonably available those employees with particular knowledge of any function or service of which the other Party was not allocated the employees involved in such function or service in connection with the Internal Reorganization (including employee benefits functions, risk management, etc.).

Section 5.5 Permits and Financial Assurance.

(a) Prior to the Distribution, the Permit Transferor shall be responsible for preparing and submitting, on a timely basis, all filings required to effect, as applicable (i) the Transfer to the applicable Permit Transferee of all permits, including Environmental Permits, that constitute Assets that are allocated to the Permit Transferee's Group pursuant to this Agreement, and (ii) the issuance of all permits, including Environmental Permits, necessary for the conduct of the Business of the Permit Transferee's Group as it is conducted as of the time of the Distribution after giving effect to the Ancillary Agreements. The Permit Transferee shall cooperate with the Permit Transferor with respect to the filing of such transfer or reissuance requests, including executing any necessary forms as required and providing Information in the Permit Transferee's possession to the Permit Transferor that is necessary for any such transfer or reissuance request. Following the Distribution, notwithstanding Section 2.6, the Permit Transferor shall, and shall cause the other members of its Group to, use commercially reasonable efforts to (A) assist the Permit Transferee by providing any Information necessary to allow the Permit Transferee to apply to the applicable Governmental Entity for issuance of a new permit, including Environmental Permits, to the Permit Transferee, to the extent that such application was not submitted prior to the Distribution pursuant to this Section 5.5(a), (B) of the type in clauses (i) and (ii) above, maintain each permit, including any Environmental Permit, that was not Transferred to the Permit Transferee prior to the Distribution (a "Non-Transferred Permit"), in full force and effect in all material respects in the ordinary course of business consistent with past practice (or, if greater, the level of effort agreed to maintain and administer its own permits, including any Environmental Permit) and taking into account the transactions contemplated by this Agreement, until such time as the permit has been transferred or reissued to the Permit Transferee; provided, that the Permit Transferor's obligation hereunder is conditioned on the Permit Transferee undertaking prompt action to apply for and prosecute the reissuance or a transfer of said Non-Transferred Permit, (C) cooperate in any reasonable and lawful arrangement designed to provide to the Permit Transferee the benefits arising under each Non-Transferred Permit, including accepting such reasonable direction as the Permit Transferee shall request of the Permit Transferor, and (D) enforce at the Permit Transferee's reasonable request, or allow the Permit Transferee to enforce in a commercially reasonable manner, any rights of the Permit Transferor under such Non-Transferred Permit (to the extent related to the Business of the Permit Transferee); provided that (x) the costs and expenses incurred by the Permit Transferor related to the foregoing clauses (A) and (B) shall be borne solely by the Permit Transferor and (y) the costs and expenses incurred by the Permit Transferor related to the foregoing clauses (C) and (D) shall be borne solely by the Permit Transferee. Following the Distribution, the Permit Transferee shall be responsible for compliance by the Business of its Group with all of the terms and conditions of any permit, including any Environmental Permit, which is a Non-Transferred Permit. The Permit Transferee shall be responsible for all Liabilities related thereto and shall indemnify the Permit Transferor pursuant to Article VI for all Indemnifiable Losses to the extent relating to or arising in connection with or resulting from a Permit, including any Environmental Permit, which is a Non-Transferred Permit due to the Business of its Group, including fines or penalties

arising from violations by its Group of any terms and/or conditions of the Non-Transferred Permit. The covenants and agreements set forth in this Section 5.5(a) of a Permit Transferor or Permit Transferee that (x) is a member of the RemainCo Group shall constitute RemainCo Liabilities, and (y) is a member of the SpinCo Group shall constitute SpinCo Liabilities. Notwithstanding Section 2.5 or Section 2.6, but in furtherance of the foregoing, in the case of any Permits (including Environmental Permits) which are related to both of the RemainCo Business and SpinCo Business (a "Shared Permit"), the holder of such Shared Permit shall be entitled to elect whether to (I) Transfer the applicable Shared Permit to a member of the other Party's Group (as designed by such Party) and procure for itself any new Permits or (II) procure the issuance for the other Party of such new Permits, including Environmental Permits, related to the existing Shared Permits (to the extent necessary for the conduct of the Business of such other Party's Group as it is conducted as of the time of the Distribution after giving effect to the Ancillary Agreements); provided that, in each case, if there is any delay in the Transfer or procurement of such Permit, clauses (A) through (D) of this Section 5.5(a) shall continue to apply.

(b) Subject to Article VI, to the extent required by applicable Law and as soon as practicable after the Distribution, but in any event no later than the applicable period provided by applicable Law or, if no such date is set forth in applicable Law, then no later than thirty (30) days after the Distribution, each of SpinCo and RemainCo, as the case may be, shall, or shall cause another member of its Group to, (i) take such action as may be required to obtain, replace or amend financial assurance with respect to Environmental Liabilities that constitute SpinCo Liabilities or RemainCo Liabilities and (ii) submit to the appropriate regulatory agencies documentation satisfactory to such agencies that it has taken such action required under clause (i). A schedule of the known financial assurance related to SpinCo Environmental Liabilities for which action is required under this Section 5.5(b) is set forth on Schedule 5.5, which schedule may be amended after the Distribution should either Party become aware that SpinCo or RemainCo is required, as a result of the transactions contemplated by this Agreement, to obtain, replace or amend any financial assurance. Subject to Article VI, to the extent that the Environmental Liability underlying such financial assurance is a SpinCo Liability or RemainCo Liability, SpinCo or RemainCo, respectively, shall remain liable for the costs and expenses associated with such financial assurance, even in circumstances where an Indemnitee is required as a matter of applicable Law to obtain such financial assurance.

Section 5.6 Non-Solicit.

(a) SpinCo agrees that, for a period of eighteen (18) months following the Distribution Date, it shall not, and shall cause the members of the SpinCo Group not to, without the prior written consent of RemainCo, directly or through others, on its own behalf or in the service or on behalf of others, hire or attempt to hire, whether as an employee, consultant, independent contractor or otherwise, any (i) Key Employee of the RemainCo Group or (ii) former Key Employee of the RemainCo Group who was on the payroll of the RemainCo Group within six (6) months of the date of such hiring or attempted hiring by SpinCo or any member of the SpinCo Group; provided that SpinCo and any member of the SpinCo Group may (x) engage in general solicitations for employment by use of advertisements in the media that are not specifically directed at employees of the RemainCo Group and, following the date that is six (6) months following the Distribution Date, hire any employee or former employee of the RemainCo

Group, including any Key Employee or former Key Employee of the RemainCo Group, in response to any such general solicitation or (y) hire any employee or former employee of the RemainCo Group, including any Key Employee or former Key Employee of the RemainCo Group, if such employee was terminated by the RemainCo Group due to a reduction in force, including any plant closures, mass layoffs or position elimination; provided, further, that the Parties may mutually agree on additional exceptions to the non-solicitation restrictions set forth in this Section 5.6(a).

(b) RemainCo agrees that, for a period of eighteen (18) months following the Distribution Date, it shall not, and shall cause the members of the RemainCo Group not to, without the prior written consent of SpinCo, directly or through others, on its own behalf or in the service or on behalf of others, hire or attempt to hire, whether as an employee, consultant, independent contractor or otherwise, any (i) Key Employee of the SpinCo Group or (ii) former Key Employee of the SpinCo Group who was on the payroll of the SpinCo Group within six (6) months of the date of such hiring or attempted hiring by RemainCo or any member of the RemainCo Group; provided that RemainCo and any member of the RemainCo Group may (x) engage in general solicitations for employment by use of advertisements in the media that are not specifically directed at employees of the SpinCo Group and, following the date that is six (6) months following the Distribution Date, hire any employee or former employee of the SpinCo Group, including any Key Employee or former Key Employee of the SpinCo Group, in response to any such general solicitation or (y) hire any employee or former employee of the SpinCo Group, including any Key Employee or former Key Employee of the SpinCo Group, if such employee was terminated by the SpinCo Group due to a reduction in force, including any plant closures, mass layoffs or position elimination; provided, further, that the Parties may mutually agree on additional exceptions to the non-solicitation restrictions set forth in this Section 5.6(b).

(c) If a final and non-appealable judicial determination is made that any provision of this Section 5.6 constitutes an unreasonable or otherwise unenforceable restriction with respect to any particular jurisdiction, the provisions of this Section 5.6 will not be rendered void but will be deemed to be modified solely with respect to the applicable jurisdiction to the minimum extent necessary to remain in force and effect for the greatest period and to the greatest extent that such court determines constitutes a reasonable restriction under the circumstances.

Section 5.7 Other Covenants. The Parties hereby agree to, and to cause the members of its respective Group (as applicable) to, take the actions as specified on Schedule 5.7.

ARTICLE VI

INDEMNIFICATION

Section 6.1 Release of Pre-Distribution Claims.

(a) Except (i) as provided in Section 6.1(b), (ii) as may be otherwise expressly provided in this Agreement and (iii) for any matter for which any Indemnitee is entitled to indemnification pursuant to this Article VI, each Party, on behalf of itself and each member of its Group, and to the extent permitted by Law, all Persons who at any time prior to

the Distribution were directors, officers, agents or employees of any member of its respective Group (in their respective capacities as such), in each case, together with their respective heirs, executors, administrators, successors and assigns, (x) do hereby knowingly, unconditionally and irrevocably but effective at the time of and conditioned upon the occurrence of the Distribution, and (y) at the time of the Distribution shall, fully remise, release and forever discharge the other Party and the other members of such other Party's Group and their respective successors and all Persons who at any time prior to the Distribution were shareholders, directors, officers or employees of any member of such other Party's Group (in their capacity as such), in each case, together with their respective heirs, executors, administrators, successors and assigns from any and all Liabilities whatsoever, whether at Law or in equity, whether arising under any Contract, by operation of Law or otherwise, in each case, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution, including in connection with the Internal Reorganization, the Distribution and any of the other transactions contemplated hereunder and under the Ancillary Agreements; provided, however, that no employee shall be remised, released and discharged to the extent that such Liability relates to, arises out of or results from intentional misconduct by such employee.

(b) Nothing contained in this Agreement, including Section 6.1(a) or Section 2.4, shall impair or otherwise affect any right of any Party, any member of either Group, or any Party's or member of a Group's respective heirs, executors, administrators, successors and assigns to enforce this Agreement, any Ancillary Agreement or any agreements, arrangements, commitments or understandings that continue in effect after the Distribution pursuant to the terms of this Agreement or any Ancillary Agreement. In addition, nothing contained in Section 6.1(a) shall release any Person from:

(i) any Liability Assumed, Transferred or allocated to a Party or a member of such Party's Group pursuant to or as contemplated by, or any other Liability of any member of such Group under, this Agreement or any Ancillary Agreement, including (A) with respect to SpinCo, any SpinCo Liability, and (B) with respect to RemainCo, any RemainCo Liability;

(ii) any Liability in respect of any Contract that is entered into after the Distribution Date between one Party (or a member of such Party's Group), on the one hand, and the other Party (or a member of such Party's Group), on the other hand;

(iii) any Liability that the Parties may have with respect to indemnification pursuant to this Agreement or any Ancillary Agreement or otherwise for claims or Actions brought against any Indemnitee by third Persons, which Liability shall be governed by the provisions of this Agreement and, in particular, this Article VI or, in the case of any Liability arising out of an Ancillary Agreement, the applicable provisions of the Ancillary Agreement; or

(iv) any Liability the release of which would result in a release of any Person other than the Persons released in Section 6.1(a); provided that the Parties agree not to bring any Action or permit any other member of their respective Group to bring any Action against a Person released in Section 6.1(a) with respect to such Liability.

In addition, nothing contained in Section 6.1(a) shall release (x) RemainCo from indemnifying any director, officer or employee of SpinCo who was a director, officer or employee of RemainCo or any of its Subsidiaries on or prior to the Distribution, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to obligations existing prior to the Distribution; it being understood that if the underlying obligation giving rise to such Action is a SpinCo Liability, SpinCo shall indemnify RemainCo for such Liability (including RemainCo's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VI, and (y) SpinCo from indemnifying any director, officer or employee of RemainCo who was a director, officer or employee of SpinCo or any of its Subsidiaries on or prior to the Distribution, as the case may be, to the extent such director, officer or employee is or becomes a named defendant in any Action with respect to which he or she was entitled to such indemnification pursuant to obligations existing prior to the Distribution; it being understood that if the underlying obligation giving rise to such Action is a RemainCo Liability, RemainCo shall indemnify SpinCo for such Liability (including SpinCo's costs to indemnify the director, officer or employee) in accordance with the provisions set forth in this Article VI.

(c) From and after the Effective Time, each Party shall not, and shall not permit any member of its Group, or any of their respective Affiliates, to, make any (or fail to withdraw any previously existing) claim, demand or offset, or commence any (or fail to withdraw any previously existing) Action asserting any claim, demand or offset, including any claim for indemnification, against the other Party or any member of such other Party's Group, or any other Person released pursuant to Section 6.1(a) or their respective successors with respect to any Liabilities released pursuant to Section 6.1(a).

(d) It is the intent of each Party, by virtue of the provisions of this Section 6.1, to provide for, at the Effective Time, a knowing, unconditional and irrevocable and full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Distribution, whether known or unknown, between any Party (and/or a member of such Party's Group), on the one hand, and the other Party (and/or a member of such Party's or parties' Group), on the other hand (including any contractual agreements or arrangements existing or alleged to exist between or among any such members on or before the Distribution), except as specifically set forth in Sections 6.1(a) and 6.1(b). At any time, at the reasonable request of the other Party, each Party shall cause each member of its respective Group and, to the extent practicable each other Person on whose behalf it released Liabilities pursuant to this Section 6.1 to execute and deliver releases reflecting the provisions hereof.

(e) Each of SpinCo and RemainCo, on behalf of itself and the members of its respective Group, hereby knowingly, unconditionally and irrevocably waives any claims, rights of termination and any other rights under any Ancillary Agreement related to or arising out of the Internal Reorganization or the Distribution (including with respect to any "change of control" or similar provision or due to any Party no longer being an Affiliate of the other Party), and agrees that any change in rights or obligations that would automatically be effective as a result thereof be deemed amended to no longer apply (and that Section 2.8 shall apply in respect of such amendments).

Section 6.2 Indemnification by RemainCo. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement, following the Distribution, RemainCo shall and shall cause the other members of the RemainCo Group to indemnify, defend and hold harmless the SpinCo Indemnitees from and against any and all Indemnifiable Losses of the SpinCo Indemnitees, to the extent relating to, arising out of or resulting from (a) the RemainCo Liabilities or any Third Party Claim that would, if resolved in favor of the claimant, constitute a RemainCo Liability or (b) any breach by RemainCo of any provision of this Agreement, in each case, excluding any payment obligations arising out of self-insurance policies, fronted insurance policies or captive insurance policies maintained by the SpinCo Group to which any member of the RemainCo Group has access pursuant to Section 9.1(a).

Section 6.3 Indemnification by SpinCo. In addition to any other provisions of this Agreement requiring indemnification and except as otherwise specifically set forth in any provision of this Agreement, following the Distribution, SpinCo shall and shall cause the other members of the SpinCo Group to indemnify, defend and hold harmless the RemainCo Indemnitees from and against any and all Indemnifiable Losses of the RemainCo Indemnitees, to the extent relating to, arising out of or resulting from (a) the SpinCo Liabilities or any Third Party Claim that would, if resolved in favor of the claimant, constitute a SpinCo Liability or (b) any breach by SpinCo of any provision of this Agreement, in each case, excluding any payment obligations arising out of self-insurance policies, fronted insurance policies or captive insurance policies maintained by the RemainCo Group to which any member of the SpinCo Group has access pursuant to Section 9.1(b).

Section 6.4 Procedures for Third Party Claims.

(a) If a claim or demand is made against a RemainCo Indemnitee or a SpinCo Indemnitee (each, an "Indemnitee") by any Person who is not a member of the SpinCo Group or RemainCo Group (a "Third Party Claim") as to which such Indemnitee is or may be entitled to indemnification pursuant to this Agreement, such Indemnitee shall notify the Party which is or may be required pursuant to this Article VI to make such indemnification (the "Indemnifying Party") in writing, and in reasonable detail, of the Third Party Claim as promptly as practicable (and in any event within thirty (30) days of the later of (i) receipt by such Indemnitee of written notice of the Third Party Claim or (ii) such Indemnitee forming a reasonable belief that it is or may be entitled to indemnification pursuant to this Agreement with respect to such Third Party Claim) after receipt by such Indemnitee of written notice of the Third Party Claim. Thereafter, the Indemnitee shall deliver to the Indemnifying Party, as promptly as practicable (and in any event within five (5) Business Days) after the Indemnitee's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnitee relating to the Third Party Claim. Notwithstanding the foregoing, failure to provide such written notice or copies shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure.

(b) Other than in the case of (i) Taxes addressed in the Tax Matters Agreement, which shall be addressed as set forth therein or (ii) indemnification by a beneficiary Party of a guarantor Party pursuant to Section 2.10(c) (the defense of which shall be controlled

by the beneficiary Party), (A) an Indemnifying Party shall be entitled (but shall not be required) to assume and control the defense of any Third Party Claim, and (B) if it does not assume the defense of such Third Party Claim, to participate in the defense of such Third Party Claim, in each case, at such Indemnifying Party's own cost and expense and by such Indemnifying Party's own counsel that is reasonably acceptable to the applicable Indemnitees (after consultation in good faith with the applicable Indemnitees), if it gives prior written notice of its intention to do so to the applicable Indemnitees within twenty (20) days of the Indemnifying Party's receipt of notice of the relevant Third Party Claim from the applicable Indemnitees pursuant to Section 6.4(a) (and, in the event the Indemnifying Party does not provide notice within such twenty (20) days of its intention to assume or participate in the defense of such Third Party Claim, the Indemnifying Party shall be deemed to have waived its right to do so); provided, however, that the Indemnifying Party shall not be entitled to assume the defense of any Third Party Claim to the extent such Third Party Claim (x) is an allegation of a criminal violation, (y) seeks injunctive, equitable or other relief other than monetary damages against the Indemnitee (provided that such Indemnitee shall reasonably cooperate with the Indemnifying Party, at the request of the Indemnifying Party, in seeking to separate any such claims from any related claim for monetary damages if this clause (y) is the sole reason that such Third Party Claim is a Non-Assumable Third Party Claim) or (z) is made by a Governmental Entity (clauses (x), (y) and (z), the "Non-Assumable Third Party Claims"). After notice from an Indemnifying Party to an Indemnitee of the Indemnifying Party's election to assume the defense of a Third Party Claim, such Indemnitee shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, at its own expense and, in any event, shall cooperate with the Indemnifying Party in such defense and make available to the Indemnifying Party, at the Indemnifying Party's expense, all witnesses, pertinent Information, materials and other information in such Indemnitee's possession or under such Indemnitee's control relating thereto as are reasonably required by the Indemnifying Party; provided, however, that in the event a conflict of interest exists, or is reasonably likely to exist, that would make it inappropriate in the reasonable judgment of the applicable Indemnitee(s) for the same counsel to represent both the Indemnifying Party and the applicable Indemnitee(s), such Indemnitee(s) shall be entitled to retain, at the Indemnifying Party's expense, separate counsel. In the event that the Indemnifying Party exercises the right to assume and control the defense of a Third Party Claim as provided above, (I) the Indemnifying Party shall keep the Indemnitee(s) apprised of all material developments in such defense, (II) the Indemnifying Party shall not withdraw from the defense of such Third Party Claim without providing advance notice to the Indemnitee(s) reasonably sufficient to allow the Indemnitee(s) to prepare to assume the defense of such Third Party Claim, and (III) the Indemnifying Party shall conduct the defense of the Third Party Claim actively and diligently, including the posting of any bonds or other security required in connection with the defense of such Third Party Claim.

(c) Other than in the case of a Non-Assumable Third Party Claim, if an Indemnifying Party elects not to assume responsibility for defending a Third Party Claim or fails to notify an Indemnitee of its election as provided in Section 6.4(b), or if the Indemnifying Party fails to actively and diligently defend the Third Party Claim (including by withdrawing or threatening to withdraw from the defense thereof), the applicable Indemnitee(s) may defend such Third Party Claim at the cost and expense of the Indemnifying Party. If the Indemnitee is conducting the defense of any Third Party Claim, the Indemnifying Party shall cooperate with the Indemnitee in such defense and make available to the Indemnitee, at the Indemnifying

Party's expense, all witnesses, pertinent Information, material and information in such Indemnifying Party's possession or under such Indemnifying Party's control relating thereto as are reasonably required by the Indemnitee pursuant to a joint defense agreement to be entered into by Indemnitee and the Indemnifying Party; provided, however, that such access shall not require the Indemnifying Party to disclose any information the disclosure of which would, in the reasonable judgment of the Indemnifying Party, result in the loss of any existing attorney-client privilege with respect to such information or violate any applicable Law.

(d) No Indemnitee may admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge any Third Party Claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. If an Indemnifying Party has failed to assume the defense of a Third Party Claim, it shall not be a defense to any obligation to pay any amount in respect of such Third Party Claim that the Indemnifying Party was not consulted in the defense thereof, that such Indemnifying Party's views or opinions as to the conduct of such defense were not accepted or adopted, that such Indemnifying Party does not approve of the quality or manner of the defense thereof or that such Third Party Claim was incurred by reason of a settlement rather than by a judgment or other determination of liability.

(e) In the case of a Third Party Claim, the Indemnifying Party shall not admit any liability with respect to, consent to entry of any judgment of, or settle, compromise or discharge, the Third Party Claim without the prior written consent of the Indemnitee (which consent shall not be unreasonably withheld, conditioned or delayed) unless such settlement or judgment (i) completely and unconditionally releases the Indemnitee in connection with such matter, (ii) provides relief consisting solely of money damages borne by the Indemnifying Party and (iii) does not involve any admission by the Indemnitee of any wrongdoing or violation of Law.

(f) Notwithstanding anything herein or in any Ancillary Agreement or any Conveyancing and Assumption Instrument to the contrary, other than (x) actions for specific performance or injunctive or other equitable relief pursuant to Section 10.19, and (y) the indemnification provisions in Section 2.2(d), Section 2.5(c), Section 2.10 and Section 5.5, (i) the indemnification provisions of this Article VI shall be the sole and exclusive remedy of the Parties, the parties to the Conveyancing and Assumption Instruments and any Indemnitee for any breach of this Agreement or any Conveyancing and Assumption Instrument and for any failure to perform and comply with any covenant or agreement in this Agreement or in any Conveyancing and Assumption Instrument; (ii) each Party and each Indemnitee knowingly, unconditionally and irrevocably and expressly waives and relinquishes any and all rights, claims or remedies it may have with respect to the foregoing other than under this Article VI against any Indemnifying Party; (iii) none of the Parties, the members of their respective Groups or any other Person may bring a claim under any Conveyancing and Assumption Instrument; (iv) any and all claims arising out of, resulting from, or in connection with the Internal Reorganization or the other transactions contemplated in this Agreement must be brought under and in accordance with the terms of this Agreement; and (v) no breach of this Agreement or any Conveyancing and Assumption Instrument shall give rise to any right on the part of any Party or party thereto, after the consummation of the Distribution, to rescind this Agreement, any Conveyancing and Assumption Instrument or any of the transactions contemplated hereby or thereby, except as

expressly provided in Section 2.6(a) and Section 2.6(b); provided, however, that with respect to the transactions contemplated by this Agreement (including the Internal Reorganization and Distribution), the Parties may also bring claims arising under the Tax Matters Agreement under and in accordance with the Tax Matters Agreement and claims arising under the Employee Matters Agreement under and in accordance with the Employee Matters Agreement. Each Party shall cause the members of its Group to comply with this Section 6.4(f).

(g) The provisions of this Article VI shall apply to Third Party Claims that are already pending or asserted as well as Third Party Claims brought or asserted after the date of this Agreement. There shall be no requirement under this Section 6.4 to give notice with respect to the existence of any Third Party Claim that exists as of the Effective Time. Each Party on behalf of itself and each other member of its Group acknowledges that Liabilities for Actions (regardless of the parties to the Actions) may be partly RemainCo Liabilities and partly SpinCo Liabilities. If the Parties cannot agree on the allocation of any such Liabilities for Actions, they shall resolve the matter of such allocation pursuant to the procedures set forth in Article VIII. No Party shall, nor shall any Party permit the other members of its Group (or their respective then-Affiliates) to file Third Party Claims or cross-claims against the other Party or any members of the other Group in an Action in which a Third Party Claim is being resolved.

Section 6.5 Procedures for Direct Claims. An Indemnitee shall give the Indemnifying Party written notice of any matter that an Indemnitee has determined has given or would reasonably be expected to give rise to a right of indemnification under this Agreement (other than a Third Party Claim which shall be governed by Section 6.4(a)), within thirty (30) days of such determination, stating the amount of the Indemnifiable Loss claimed, if known, and method of computation thereof, and containing a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed by such Indemnitee or arises; provided, however, that the failure to provide such written notice shall not release the Indemnifying Party from any of its obligations except and solely to the extent the Indemnifying Party shall have been actually materially prejudiced as a result of such failure.

Section 6.6 Cooperation in Defense and Settlement.

(a) With respect to any Third Party Claim that implicates both Parties (or any member of such Parties' respective Groups or their respective then-Affiliates) in a material respect, including due to the allocation of Liabilities, the reasonably foreseeable impact on the Businesses of the relief sought or the responsibilities for management of defense and related indemnities pursuant to this Agreement, each Party agrees to, and shall cause the members of such Parties' respective Group to: (i) as promptly as practicable, consult in good faith with the applicable member of such other Party's respective Group to determine which Party (or Parties) shall be responsible for managing the defense of any such Third Party Claim (provided that the Parties agree to consult in good faith to reassess such determination as additional material facts with respect to any such Third Party Claim become known) and use reasonable best efforts to cooperate fully (including providing signatures required in connection with the resolution of any Third Party Claim in accordance with Section 6.4 and this Section 6.6) and maintain a joint defense (in a manner that will preserve for all Parties any Privilege). The Party that is not responsible for managing the defense of any such Third Party Claim shall be consulted with respect to significant matters relating thereto and may, if necessary or helpful,

retain counsel to assist in the defense of such claims. Notwithstanding the foregoing, nothing in this Section 6.6 shall derogate from any Party's rights to control the defense of any Action in accordance with Section 6.4.

(b) (i) Notwithstanding anything to the contrary in this Agreement, with respect to any Third Party Claim where the resolution of such Third Party Claim by order, judgment, settlement or otherwise, would reasonably be expected to include any condition, limitation or other stipulation that would, in the reasonable judgment of RemainCo, significantly and adversely impact the business or conduct of the RemainCo Business or result in a significant adverse change to any member of the RemainCo Group at shared locations where any member of the SpinCo Group and any member of the RemainCo Group, as applicable, have operating agreements, governmental permits or joint obligations to a Governmental Entity with interdependencies, RemainCo shall have, at RemainCo's expense, the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Third Party Claim, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by any member of the RemainCo Group to any third party involved in such Third Party Claim (including any Governmental Entity), to the extent that RemainCo's participation does not affect any Privilege in a material and adverse manner, such that SpinCo shall comply with this Section 6.6(b) to the fullest extent possible without materially and adversely affecting such Privilege; provided that to the extent that any such Third Party Claim requires the submission by any member of the SpinCo Group of any Information relating to any current or former officer or director of any member of the RemainCo Group, such Information will only be submitted in a form approved by RemainCo in its reasonable discretion, and (ii) notwithstanding anything to the contrary in this Agreement, with respect to any Third Party Claim where the resolution of such Third Party Claim by order, judgment, settlement or otherwise, would reasonably be expected to include any condition, limitation or other stipulation that would, in the reasonable judgment of SpinCo, significantly and adversely impact the conduct of the SpinCo Business or result in a significant adverse change to any member of the SpinCo Group at shared locations where any member of the SpinCo Group and any member of the RemainCo Group, as applicable, have operating agreements, governmental permits or joint obligations to a Governmental Entity with interdependencies, SpinCo shall have, at SpinCo's expense, the reasonable opportunity to consult, advise and comment in all preparation, planning and strategy regarding any such Third Party Claim, including with regard to any drafts of notices and other conferences and communications to be provided or submitted by any member of the RemainCo Group to any third party involved in such Third Party Claim (including any Governmental Entity), to the extent that SpinCo's participation does not affect any Privilege in a material and adverse manner, such that RemainCo shall comply with this Section 6.6(b) to the fullest extent possible without materially and adversely affecting such Privilege; provided, that to the extent that any such Third Party Claim requires the submission by any member of the RemainCo Group of any Information relating to any current or former officer or director of any member of the SpinCo Group, such Information will only be submitted in a form approved by SpinCo in its reasonable discretion. Notwithstanding anything to the contrary in this Agreement, (A) with regard to the matters specified in the preceding clause (i), RemainCo shall have a right to consent to any compromise or settlement related thereto by any member of the SpinCo Group to the extent that the effect on any member of the RemainCo Group would reasonably be expected to result in a significant adverse effect on the financial condition or results of operations of RemainCo and its

Subsidiaries at such time or the RemainCo Business conducted thereby at such time, taken as a whole, and such significant adverse effect would reasonably be expected to be greater with respect to the RemainCo Group, taken as a whole, than the effect on the SpinCo Group, taken as a whole, and (B) with regard to the matters specified in the preceding clause (ii), SpinCo shall have a right to consent to any compromise or settlement related thereto by any member of the RemainCo Group to the extent that the effect on any member of the SpinCo Group would reasonably be expected to result in a significant adverse effect on the financial condition or results of operations of SpinCo and its Subsidiaries at such time or the SpinCo Business conducted thereby at such time, taken as a whole, and such significant adverse effect would reasonably be expected to be greater with respect to the SpinCo Group, taken as a whole, than the effect on the RemainCo Group, taken as a whole.

(c) Each of RemainCo and SpinCo agrees on behalf of itself and the other members of its Group that at all times from and after the Effective Time, if an Action is commenced by a third party naming both Parties (or any member of such Parties' respective Groups or their respective then-Affiliates) as defendants and with respect to which one or more named Parties (or any member of such Party's respective Group or their respective then-Affiliates) is a nominal defendant and/or such Action is otherwise not a Liability allocated to such named Party under this Agreement, then the other Party shall use, and shall cause the other members of its respective Group to use, commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable (including using commercially reasonable efforts to petition the applicable court to remove such Party (or member of its Group or their respective then-Affiliates) as a defendant to the extent such Action relates solely to Assets or Liabilities that the other Party (or Group) has been allocated pursuant to this Agreement). In the event of an Action in which the Indemnifying Party is not a named defendant, if either the Indemnitee or Indemnifying Party shall so request, each Party shall, and shall cause the other members of its Group to, endeavor to substitute the Indemnifying Party for the named defendant, if at all practicable and advisable under the circumstances. Notwithstanding any applicable confidentiality or Privilege provisions to the contrary in this Agreement, any Party endeavoring to remove or substitute such defendant pursuant to this Agreement shall be entitled to submit any necessary provisions of this Agreement, including the Schedules and Exhibits hereto, to the applicable court solely for the purpose of supporting such Party's commercially reasonable efforts to remove or substitute such defendant. In the event any Party endeavoring to remove or substitute such defendant pursuant to this Agreement submits any necessary provisions of this Agreement, including the Schedules and Exhibits hereto, to the applicable court, such Party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any provisions of this Agreement, including the Schedules and Exhibits hereto, that are not otherwise publicly filed) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge. If such substitution or addition cannot be achieved for any reason or is not requested, management of the Action shall be determined as set forth in this Article VI.

Section 6.7 Indemnification Payments. Indemnification required by this Article VI shall be made by periodic payments of the amount of Indemnifiable Loss in a timely fashion during the course of the investigation or defense, as and when bills are received or an Indemnifiable Loss or Liability is incurred. The applicable Indemnitee shall deliver to the Indemnifying Party, upon request, reasonably satisfactory documentation setting forth the basis

for the amount of such payments, including documentation with respect to calculations made and consideration of any Insurance Proceeds or Third Party Proceeds that actually reduce the amount of such Indemnifiable Losses; provided that the delivery of such documentation shall not be a condition to the payments described in the first sentence of this Section 6.7, but the failure to deliver such documentation may be the basis for the Indemnifying Party to contest whether the applicable Indemnifiable Loss or Liability was incurred by the applicable Indemnitee.

Section 6.8 Indemnification Obligations Net of Insurance Proceeds and Other Amounts.

(a) Any Indemnifiable Loss subject to indemnification pursuant to this Article VI shall be calculated (i) net of Insurance Proceeds that actually reduce the amount of the Indemnifiable Loss and (ii) net of any proceeds received by the Indemnitee from any third party (net of any deductible, retention amount or increased insurance premiums incurred by the Indemnifying Party in obtaining such recovery) for such Liability that actually reduce the amount of the Indemnifiable Loss ("Third Party Proceeds"). Accordingly, the amount which any Indemnifying Party is required to pay pursuant to this Article VI to any Indemnitee pursuant to this Article VI shall be reduced by any Insurance Proceeds or Third Party Proceeds theretofore actually recovered by or on behalf of the Indemnitee in respect of the related Indemnifiable Loss. If an Indemnitee receives a payment required by this Agreement from an Indemnifying Party in respect of any Indemnifiable Loss (an "Indemnity Payment") and subsequently receives Insurance Proceeds or Third Party Proceeds, then the Indemnitee shall pay to the Indemnifying Party an amount equal to the excess of the Indemnity Payment received over the amount of the Indemnity Payment that would have been due if the Insurance Proceeds or Third Party Proceeds had been received, realized or recovered before the Indemnity Payment was made.

(b) The Parties hereby agree that an insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto and, solely by virtue of the indemnification provisions hereof, shall not have any subrogation rights with respect thereto, and that no insurer or any other third party shall be entitled to a "windfall" (*e.g.*, a benefit it would not otherwise be entitled to receive, or the reduction or elimination of an insurance coverage obligation that it would otherwise have, in the absence of the indemnification or release provisions) by virtue of any provision contained in this Agreement. The Indemnitee shall use commercially reasonable efforts to seek to collect or recover any Insurance Proceeds and any Third Party Proceeds to which the Indemnitee is entitled in connection with any Indemnifiable Loss for which the Indemnitee seeks indemnification pursuant to this Article VI; provided that the Indemnitee's inability, following such efforts, to collect or recover any such Insurance Proceeds or Third Party Proceeds shall not limit the Indemnifying Party's obligations hereunder.

(c) No Indemnitee shall be entitled to any payment or indemnification more than once with respect to the same Indemnifiable Loss.

(d) In addition to the provisions of Section 6.8(a), any Indemnifiable Loss subject to indemnification pursuant to this Article VI, shall be (i) reduced to take into account any Tax benefit actually realized by the Indemnitee, resulting from the incurrence of the Liability in respect of which the Indemnity Payment is made, in the Tax year of such Liability or

in any taxable period ending on or prior to the close of the Tax year of such Liability and (ii) increased to take into account any Tax cost actually incurred by the Indemnitee resulting from the receipt of the Indemnity Payment, including any Tax cost arising from such Indemnity Payment having resulted in income or gain to either Party, for example, under Section 1.1502-19 of the Regulations, and any Taxes imposed on additional amounts payable pursuant to this clause (ii). For purposes of calculating the amount of any Tax benefit or Tax cost, the applicable Indemnitee shall be deemed to be subject to the maximum applicable statutory Tax rate in the applicable jurisdiction in the taxable year in which such Tax benefit or Tax cost was realized and any Tax Attributes of such Indemnitee shall be disregarded.

Section 6.9 Management of Existing Actions.

(a) Notwithstanding the procedures set forth in Section 6.4, the Parties desire to set forth certain terms with respect to the management of certain Actions known to them as of the Effective Time, and accordingly this Section 6.9 shall govern the management and direction (including settlement) of certain pending Actions as set forth in Section 6.9(b), Section 6.9(c), and Section 6.9(d), but shall not alter the allocation of Liabilities otherwise set forth in this Agreement.

(b) From and after the Effective Time, subject to the terms of this Section 6.9, SpinCo shall direct the defense or prosecution of those Actions which are entirely SpinCo Liabilities, including if they have RemainCo or any member of the RemainCo Group as a named party thereunder, and are described on Schedule 6.9(b) (the "SpinCo Controlled Existing Actions"), including the development and implementation of the legal strategy for each SpinCo Controlled Existing Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any decision to appeal or not to appeal any decisions, judgment or order, and any decision or consent to a settlement, compromise or discharge of any SpinCo Controlled Existing Action or any aspect thereof. SpinCo (or the applicable member of its Group) shall be responsible for selecting its own counsel in connection with the conduct and control of the SpinCo Controlled Existing Actions. Notwithstanding anything to the contrary in this Section 6.9(b), none of SpinCo or any member of its Group shall consent to entry of any judgment or enter into any settlement of any SpinCo Controlled Existing Action without the prior written consent of RemainCo (not to be unreasonably withheld, conditioned or delayed); provided that such consent shall not be required if (i) none of RemainCo or any member of its Group is presently a named party in such Action or (ii) if (A) in connection with such entry of judgment or settlement RemainCo and the applicable members of its Group are completely and unconditionally released, (B) such entry of judgment or settlement involves only monetary relief that SpinCo has agreed to pay in full, and (C) does not involve any admission of any (i) wrongdoing or violation of Law by RemainCo or any member of its Group or (ii) facts that may be used in litigation or give rise to liability on the part of RemainCo or any member of its Group in a SpinCo Controlled Existing Action or any other Action.

(c) From and after the Effective Time, subject to the terms of this Section 6.9, RemainCo shall direct the defense or prosecution of those Actions that are neither SpinCo Controlled Existing Actions nor Joint Actions, including those set forth on Schedule 6.9(c) (the "RemainCo Controlled Existing Actions"), including the development and

implementation of the legal strategy for each RemainCo Controlled Existing Action, the filing of any motions, pleadings or briefs, the conduct of discovery and related fact finding, the conduct of any trial, any decision to appeal or not to appeal any decisions, judgment or order, and any decision or consent to a settlement, compromise or discharge of any RemainCo Controlled Existing Action or any aspect thereof. RemainCo (or the applicable member of its Group) shall be responsible for selecting its own counsel in connection with the conduct and control of the RemainCo Controlled Existing Actions. Notwithstanding anything to the contrary in this Section 6.9(c), none of RemainCo or any member of its Group shall consent to entry of any judgment or enter into any settlement of any RemainCo Controlled Existing Action without the prior written consent of SpinCo (not to be unreasonably withheld, conditioned or delayed); provided that such consent shall not be required if (i) none of SpinCo or any member of its Group is presently a named party in such Action or (ii) if (A) in connection with such entry of judgment or settlement SpinCo and the applicable members of its Group are completely and unconditionally released, (B) such entry of judgment or settlement involves only monetary relief that RemainCo has agreed to pay in full, and (C) does not involve any admission of any (i) wrongdoing or violation of Law by SpinCo or any member of its Group or (ii) facts that may be used in litigation or give rise to liability on the part of SpinCo or any member of its Group in a RemainCo Controlled Existing Action or any other Action.

(d) From and after the Effective Time, with respect to the Actions set forth on Schedule 6.9(d) ("Joint Actions"), the Party specified on such Schedule 6.9(d) shall be solely responsible for controlling and directing the defense and prosecution of any such Action (the "Managing Party") and the Parties shall, and shall cause members of their Group to, cooperate in good faith and take all reasonable actions to permit the applicable Managing Party to control and direct each such Action. The Party who hereunder is, or whose member of its Group is, the Managing Party, shall consult with the other Party (the "Non-Managing Party") from time to time with respect to the Joint Actions; provided that the Managing Party shall have sole authority to select counsel for any Joint Action and be reimbursed for reasonable fees and expenses of such counsel in accordance with the allocation of Liability for such Joint Action and the Non-Managing Party, if it elects to retain its own counsel, shall do so solely at its own expense. No Managing Party pursuant to this Section 6.9 shall consent to entry of any judgment or enter into any settlement of any Joint Action without the prior written consent of the Non-Managing Party (not to be unreasonably withheld, conditioned or delayed).

(e) To the maximum extent permitted by applicable Law, the rights to recovery of each member of a Party's respective Group in respect of any past, present or future Action is hereby delegated to such Party. It is the intent of the Parties that the foregoing delegation shall satisfy any Law requiring such delegation to be effected pursuant to a power of attorney or similar instrument. The Parties and their respective Subsidiaries shall execute such further instruments or documents as may be necessary to effect such delegation.

(f) In the case of SpinCo Controlled Existing Actions and RemainCo Controlled Existing Actions, if a Party or a member of its respective Group is named therein and is not liable for such Action hereunder, each Party shall use, and shall cause the other members of its respective Group to use, commercially reasonable efforts to cause such nominal defendant to be removed from such Action, as soon as reasonably practicable (including using commercially reasonable efforts to petition the applicable court to remove such Party (or member

of its Group or their respective then-Affiliates) as a defendant to the extent such Action relates solely to Assets or Liabilities that the other Party (or Group) has been allocated pursuant to this Agreement). Notwithstanding any applicable confidentiality or Privilege provisions to the contrary in this Agreement, any Party endeavoring to remove such defendant pursuant to this Agreement shall be entitled to submit any necessary provisions of this Agreement to the applicable court solely for the purpose of supporting such Party's commercially reasonable efforts to remove such defendant. In the event any Party endeavoring to remove or substitute such defendant pursuant to this Agreement submits any necessary provisions of this Agreement to the applicable court, such Party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any provisions of this Agreement) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge. If such removal cannot be achieved for any reason, management of the Action shall be determined as set forth in this Article VI.

Section 6.10 Additional Matters; Survival of Indemnities.

(a) The indemnity agreements contained in this Article VI shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Indemnitee; (ii) the knowledge by the Indemnitee of Indemnifiable Losses for which it might be entitled to indemnification hereunder; and (iii) any termination of this Agreement. The indemnity agreements contained in this Article VI shall survive the Distribution.

(b) The rights and obligations of any member of the RemainCo Group or any member of the SpinCo Group, in each case, under this Article VI shall survive the sale or other Transfer, in each case direct or indirect, by any Party or its respective Subsidiaries of any Assets or businesses or the assignment by it of any Liabilities, with respect to any Indemnifiable Loss of any Indemnitee related to such Assets, businesses or Liabilities.

Section 6.11 Environmental Matters.

(a) Nature of Obligations. The Parties' obligations under this Section 6.11 shall be subject to the standards set forth in this Section 6.11 and shall not be limited to any degree by the fact that the Parties' obligations elsewhere in this Agreement (including under Section 2.8) are defined as using "commercially reasonable efforts" or any other standard less stringent that the standard specified in Section 6.11.

(b) Substitution. SpinCo and RemainCo, as the case may be, shall use their reasonable best efforts to obtain any Consents, transfers, assignments, assumptions, waivers or other legal instruments necessary to cause the relevant Party or a member of its Group to be fully substituted for any member of the Group of the other Party with respect to any order, decree, judgment, agreement or Action that is in effect as of immediately prior to the Distribution in connection with any SpinCo Environmental Liability or any RemainCo Environmental Liability, respectively. SpinCo or RemainCo, as the case may be, shall inform third parties associated with such matter, including Governmental Entities, about the assumption of such Liability by the Party to which it has been allocated and request that such Persons direct all communications, requirements, notifications and/or official letters related to such matters to the Party to which it has been allocated. The members of such other Groups (and their successors)

shall use commercially reasonable efforts to provide necessary assistance or signatures to SpinCo or RemainCo, as the case may be, to achieve the purposes of this Section 6.11(b). Until such time as the substitutions outlined above have been completed, SpinCo or RemainCo, as the case may be, shall comply with the terms and conditions of all such orders, decrees, judgments, agreements and Actions in respect of which it has been allocated Environmental Liabilities pursuant to this Agreement. SpinCo (or its designated Affiliate) shall be the Performing Party (as defined below) and RemainCo and SpinCo shall use their reasonable best efforts to effect such substitutions and obtain such consents as may be required to have SpinCo (or its designated Affiliate) assume the control and performance of (or continue to control and perform, as applicable) such matter and to inform any associated third parties consistent with this paragraph.

(c) Control of Response Actions.

(i) Except as provided in Section 6.11(c)(ii), as between the members of the SpinCo Group and RemainCo Group, SpinCo shall, or shall cause the applicable member of the SpinCo Group to, undertake and control the response to (including, without limitation, undertaking and controlling any environmental investigations, monitoring, remediation or other actions with respect to such Liability and controlling the defenses of any Actions related thereto) (collectively, "Response Actions") to any and all SpinCo Environmental Liabilities (including any and all Legacy SpinCo Environmental Liabilities).

(ii) Except as provided below, the Parties shall follow the general procedures for indemnification set forth in this Article VI with respect to any claim for indemnification pursuant to Sections 6.2 or 6.3, relating to remediation of contaminated environmental media, where the owner or primary tenant of the impacted property is not a member of the Group of the Party to which such liability for remediation has been allocated. For such matters, if the Indemnifying Party acknowledges in writing that it is obligated to provide indemnification pursuant to this Section 6.11(c) with respect to such remediation Liability, such Party (and members of its Group) shall be entitled (but shall not be required) to undertake and control the Response Action, subject to any right of any third parties to the extent that the right to undertake such Response Action is given to such third party pursuant to an agreement existing as of the Distribution Date.

(iii) The Party (and members of its Group) undertaking and controlling the Response Action pursuant to clauses (i) and (ii) shall be referred to as the "Performing Party."

(d) Remediation Procedures. If the Performing Party is not both (x) the owner of the real property (or, if such real property is leased or sub-leased from a Person who is not a member of the SpinCo Group or RemainCo Group, the primary tenant (or sub-tenant) of such real property as between the SpinCo Group or RemainCo Group) and (y) the only Party whose Group is using such real property, the following conditions shall apply to the performance of any Response Action:

(i) the Performing Party shall take reasonable precautions to minimize any interference with or disruption of the operations of the property owners

and/or any other parties that have operations at the site (including third-parties) (each such party that is a member of either Group, a "Non-Performing Impacted Party"), including obtaining the owner's and/or the other operating parties', as applicable, prior written Consent to any Response Action that would reasonably be expected to substantially interfere with or disrupt the operations of such Person at the affected real property, which Consent shall not be unreasonably withheld, conditioned or delayed;

(ii) if a member of a Group other than that of the Performing Party is the owner of the real property (or, if such real property is leased or sub-leased from a Person who is not a member of the SpinCo Group or RemainCo Group, the primary tenant (or sub-tenant) of such real property as between the SpinCo Group or RemainCo Group) or otherwise has operational control of the impacted property (a "Non-Performing Site Controller"), such Non-Performing Site Controller shall, and shall cause the other members of the Group to, provide reasonable access to, and reasonably cooperate with, the Performing Party in its performance of such Response Action, it being understood that such cooperation shall in no event in and of itself require any Non-Performing Impacted Party or Non-Performing Site Controller to incur any out-of-pocket expenses;

(iii) the Performing Party shall use reasonable efforts to avoid and minimize any harm to any persons or damage to real or personal property, and shall be responsible for any harm or damages resulting from the performance of any such Response Action, except to the extent such harm or damage results from the negligence or willful misconduct of such other Party or any member of its Group or any of their respective representatives; and

(iv) all required Response Actions shall be diligently and expeditiously performed in compliance with all applicable Laws, including Environmental Laws and worker health and safety Laws.

(v) The Performing Party shall (i) notify each Non-Performing Impacted Party and Non-Performing Site Controller prior to commencing or performing any Response Actions, (ii) keep each Non-Performing Impacted Party and Non-Performing Site Controller reasonably informed of the progress of any Response Actions and provide copies of any final, proposed response, remediation, investigation or sampling plans and the results of sampling and analysis (including any final status reports of work in progress or other final reports), in each case required to be submitted to any Governmental Entity or third party, (iii) provide each Non-Performing Impacted Party and Non-Performing Site Controller, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, with a reasonable opportunity to review and comment on any material proposed response, remediation, investigation or sampling plans prior to submission to a Governmental Entity, (iv) provide each Non-Performing Impacted Party and Non-Performing Site Controller with the opportunity to attend, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, any planned meeting with any Governmental Entity regarding a Response Action (provided that the Governmental Entity does not object), and (v) provide each Non-Performing Impacted Party and Non-Performing Site Controller an

opportunity to observe, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, any Response Action (other than Response Actions consisting of routine sampling, monitoring, maintenance or similar activities performed in the ordinary course) and to obtain, at such Non-Performing Impacted Party and Non-Performing Site Controller's sole cost and expense, splits of any samples obtained in the course of conducting any Response Action.

(vi) All Response Actions subject to this Section 6.11(d) shall meet the applicable standards, regulations, or requirements of applicable Law, including applicable Environmental Law or, where an applicable Governmental Entity with or asserting jurisdiction is supervising such Response Action, required by such Governmental Entity, (the "Appropriate Remediation Standard"). In furtherance of and to the extent consistent with the foregoing, each Party (on behalf of itself and the other members of their respective Groups) agrees to utilize institutional controls and engineering controls (including capping, signs, fences and deed restrictions on the use of real property, soils or groundwater) to satisfy the Appropriate Remediation Standard and to cooperate in obtaining all necessary approvals of the use of such controls; provided that such controls do not prevent or materially interfere with the continued operation or reasonable future expansion of the operations on such real property. Once a notice of no further action or equivalent determination with respect to such matter has been issued by a Governmental Entity (or, if the Governmental Entity has delegated authority to conduct and certify the completion of a Response Action to a licensed professional, upon notice of the applicable Governmental Entity's receipt and acceptance of such licensed professional's certification), the Indemnifying Party shall have no further obligations with respect to such matter, other than with respect to any Indemnifiable Losses arising out of (i) any Third Party Claims relating to such matter and (ii) the performance of and any costs associated with any ongoing operations and maintenance, if any, required with respect to the Response Action, including inspections and repair of any engineering controls, ongoing pumping and treating of impacted groundwater (including any material equipment or system repairs, replacements or required upgrades), ongoing groundwater monitoring and related reporting, and the provision of any required financial assurance, provided that the Indemnitee shall be responsible for the performance of and any costs associated with any and all ongoing operations and maintenance relating to the following obligations: (A) any institutional controls, including any deed restrictions or land use controls and reporting obligations related to the same; (B) monitoring, maintenance, repair and reporting associated with a cap used as part of the remedy, but only to the extent that the cap consists of (x) the buildings at the site, (y) asphalt or similar materials already present at the site or that are used at the site for purposes in addition to the Response Action (*i.e.*, parking), or (z) landscaping; and (C) groundwater monitoring associated with a natural monitored attenuation remedy. The Indemnifying Party shall have the right to transfer to the Indemnitee (upon payment of the amount set forth in this sentence as mutually agreed in writing by the Indemnifying Party and Indemnitee or determined pursuant to the procedures set forth in Article VIII) its obligations for its ongoing operations and maintenance costs, if any, with respect to engineering controls approved as part of a no further action, equivalent determination or certification if the Indemnifying Party agrees to pay to the Indemnitee a sum equal to the present value of the reasonably estimated future costs of said engineering controls (where the period of

time used for such present value calculation shall be the entire period for which it is reasonably anticipated that such continuing obligations will be performed, but no more than thirty (30) years, and the discount rate shall be reasonable). If the Indemnifying Party and the Indemnitee cannot mutually agree in writing on the amount set forth in the preceding sentence, such disagreement shall be resolved in accordance with the procedures set forth in Article VIII of this Agreement. In the event that any Governmental Entity reopens or otherwise modifies any determination related to the notice of no further action or equivalent determination, or notice of receipt and acceptance of the licensed professional's certification, such that additional Response Actions are required, the Indemnifying Party shall indemnify the Indemnitee for any Liabilities associated with the reopening or modification of such determination that would have otherwise constituted Indemnifiable Losses of such Indemnitee.

(e) Corrective Actions for Compliance-Related Liabilities Subject to Indemnity. If a Party is providing indemnification pursuant to this Agreement in connection with an ongoing business operation of the other Party, which (x) involves a violation of applicable Environmental Law which occurred prior to the Distribution, (y) requires a capital project (or series of capital projects) to bring the facility into compliance with applicable Environmental Law in effect as of the Distribution, and (z) does not involve the investigation, monitoring or remediation of contamination of environmental media due to a Release of Hazardous Substances prior to the Distribution Date, then the non-indemnifying party shall have the right, but not the obligation, to conduct and control the resolution of the violation and the capital project (or series of capital projects), including the design and implementation thereof (the "Corrective Action Performing Party").

Section 6.12 Non-Applicability to Taxes. None of Section 6.4, Section 6.5, Section 6.6 or Section 6.9 shall apply to Tax Contests, which shall be governed exclusively by the Tax Matters Agreement. Except as otherwise specifically provided herein, the Parties' rights and obligations with respect to Taxes, including indemnification for Taxes and other Tax matters and any procedures related thereto, shall be exclusively governed by the Tax Matters Agreement and, in the event of any inconsistency between the Tax Matters Agreement and this Agreement, the Tax Matters Agreement shall control.

ARTICLE VII

ACCESS TO INFORMATION; PRIVILEGE; CONFIDENTIALITY

Section 7.1 Agreement for Exchange of Information; Archives.

(a) Other than (i) in circumstances in which indemnification is sought pursuant to Article VI (in which event the provisions of such Article VI will govern), (ii) for matters related to the provision of Tax Records (in which event the Tax Matters Agreement will govern), (iii) for matters related to the provision of Employee Records (in which event the Employee Matters Agreement will govern), (iv) for matters related to the separation of Information (which shall be governed by Section 5.2), and (v) in the case of an Adversarial Action or threatened Adversarial Action, and subject to Section 7.1(b) and the restrictions contained in this Article VII with respect to Privileged Information, Confidential Information,

and Personal Data, each of RemainCo and SpinCo, on behalf of its respective Group, shall provide, or cause to be provided, to the other Party (and its designated representatives), at any time after the Distribution Date, and until the date on which such Party is required to retain, or cause to be retained, the Information requested pursuant to this Section 7.1(a) in accordance with Section 7.4, and subject to compliance with the terms of the Ancillary Agreements, as soon as reasonably practicable after written reasonable request therefor by, and at the expense of, such requesting Party for specific and identified Information reasonable access during normal business hours to (i) any Information relating to time periods on or prior to the Distribution Date in the possession or under the control of such respective Group, which RemainCo or SpinCo, or any member of its respective Group, as applicable, reasonably needs, or appropriate copies of such written or electronic documentary Information (or the originals thereof if the applicable member of the Group has a reasonable need for such originals) (A) to comply with reporting, disclosure, filing or other requirements imposed on RemainCo or SpinCo, or any member of its respective Group, as applicable (including under applicable securities Laws), by any national securities exchange or any Governmental Entity having jurisdiction over RemainCo or SpinCo, or any member of its respective Group, as applicable, (B) for use in any other judicial, regulatory, administrative or other proceeding or in order to satisfy audit, accounting, regulatory, litigation, Action or other similar requirements or (C) to comply with its obligations under this Agreement (other than with respect to those obligations in Section 2.2) or any Ancillary Agreement, including to complete the separation of Assets (including Records) as contemplated hereby, (ii) all Information that is owned by such requesting Party pursuant to this Agreement or any Ancillary Agreement, and (iii) all tangible embodiments of any Intellectual Property that is assigned to such requesting Party under this Agreement, and all Information related thereto, including Software source code and object code in a form reasonably acceptable to the requesting Party; in each case, that, as of immediately following the Effective Time, are in existence and in the reasonable possession or control of the Party being requested for such Information or one of its Group members, as applicable, and except to the extent already in the possession of the receiving Party or one of its Group members; provided, however, that to the extent any originals are delivered to a Party pursuant to this Agreement or the Ancillary Agreements, such Party shall, and shall cause the other members of its Group (and each of its and their respective then-Affiliates) to, at its own expense, return such Information to the other Party within a reasonable time after the need to retain such originals has ceased. The receiving Party shall use any Information received pursuant to Section 7.1(a)(i) solely to the extent reasonably necessary to satisfy the applicable obligations or requirements described in clause (A), (B) or (C) of the immediately preceding sentence.

(b) In the event that either RemainCo or SpinCo determines that the disclosure of any Information or other materials pursuant to Section 7.1(a) would reasonably be expected to be significantly commercially detrimental, violate any Law or Contract or waive or jeopardize any Privilege, such Party shall not be required to provide access to or furnish such Information or other materials to the other Party; provided, however, that both RemainCo and SpinCo shall take all commercially reasonable measures to permit compliance with Section 7.1(a) in a manner that avoids any such harm or consequence; provided, further, that in the event disclosure of any such Information or materials would violate a Contract with a third party, each Party shall use commercially reasonable efforts to seek to obtain the Consent of such third party to the disclosure of such Information or materials. Both RemainCo and SpinCo intend that any provision of access to or the furnishing of Information or other materials pursuant to this

Section 7.1 that would otherwise be within the ambit of any Privilege shall not operate as waiver of such Privilege.

(c) RemainCo and SpinCo each agrees that it will only process Personal Data provided to it by the other Group in accordance with Section 7.10.

Section 7.2 Ownership of Information. Any Information or other materials owned by one Party or any member of its Group that is provided to a requesting Party hereunder shall be deemed to remain the property of the providing Party (or member of its Group). Except as specifically set forth herein, nothing herein shall be construed as granting or conferring rights to any Party (or member of its Group) of license or otherwise in any such Information or other materials, whether by implication, estoppel or otherwise.

Section 7.3 Compensation for Providing Information. Upon the presentation of invoices therefor, RemainCo and SpinCo shall reimburse each other for the reasonable costs, if any, in complying with a request for Records or Information pursuant to this Article VII. Except as may be otherwise specifically provided elsewhere in this Agreement, such costs shall be computed in accordance with SpinCo's or RemainCo's, as applicable, standard methodology and procedures, but shall not include (i) any mark-up above actual costs, (ii) the costs of salaries and benefits of employees of such Party (or its Group or any of its or their respective then-Affiliates) or (iii) any pro rata portion of overhead or other costs of employing such employees which would have been incurred by such employees' employer regardless of the employees' service with respect to the foregoing.

Section 7.4 Record Retention. To facilitate the possible exchange of Information pursuant to this Article VII and other provisions of this Agreement, each Party shall use its reasonable best efforts, at such Party's sole cost and expense, to retain all Information in such Party's possession relating to the other Party or its Business, Assets or Liabilities, this Agreement or the Ancillary Agreements in accordance with its respective record retention policies or such longer period as required by Law, this Agreement or the Ancillary Agreements. Each of RemainCo and SpinCo shall use their reasonable best efforts to maintain and continue their respective Group's compliance with all "litigation holds" applicable to any Information in its possession for the pendency of the applicable matter, irrespective of any record retention policies or the requirements of this Section 7.4, and will provide timely notice of any legal hold that may implicate Information in possession of the other Party, or any lifting or release of any such legal hold, as may arise following the Effective Time.

Section 7.5 Limitations of Liability.

(a) Each of RemainCo (on behalf of itself and each other member of the RemainCo Group) and SpinCo (on behalf of itself and each other member of the SpinCo Group) understands and agrees that any Information provided by or on behalf of or made available by or on behalf of any Party (or any other member of either Group) pursuant to this Agreement shall be on an "as is", "where is" basis and neither Party is representing or warranting in any way as to the accuracy or sufficiency of any such Information exchanged or disclosed under this Agreement.

(b) Neither RemainCo nor SpinCo shall have any Liability to the other Party in the event that any Information exchanged or provided pursuant to this Agreement that is an estimate or forecast, or that is based on an estimate or forecast, is found to be inaccurate. Neither RemainCo nor SpinCo shall have any Liability to the other Party if any Information is destroyed after reasonable best efforts by SpinCo or RemainCo, as applicable, to comply with the provisions of Section 7.4.

Section 7.6 Production of Witnesses; Records; Cooperation.

(a) Without limiting any of the rights or obligations of the Parties pursuant to Section 7.1 or Section 7.4, after the Distribution Date, except in the case of an Adversarial Action or threatened or contemplated Adversarial Action, each of RemainCo and SpinCo shall take all reasonable steps to make available, upon written request, (i) the former, current and future directors, officers, employees, other personnel and agents of the Persons in its respective Group (whether as witnesses or otherwise) and (ii) any Records within its control or that it otherwise has the ability to make available, in each case, to the extent that such Person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or Records may reasonably be required in connection with any Action or threatened or contemplated Action, (including preparation for any such Action) in which either RemainCo or SpinCo or any Person or Persons in its Group, as applicable, may from time to time be involved, regardless of whether such Action or threatened or contemplated Action is a matter with respect to which indemnification may be sought hereunder. The requesting Party shall bear all reasonable out-of-pocket costs and expenses in connection therewith.

(b) The obligation of RemainCo and SpinCo, pursuant to this Section 7.6, to take all reasonable steps to make available former, current and future directors, officers, employees and other personnel and agents or provide witnesses and experts, except in the case of an Adversarial Action or threatened or contemplated Adversarial Action, is intended to be interpreted in a manner so as to facilitate cooperation and shall include the obligation to make available employees and other officers without regard to whether such individual or the employer of such individual could assert a possible business conflict. Without limiting the foregoing, each of RemainCo and SpinCo agrees that neither it nor any Person or Persons in its respective Group will take any adverse action against any employee of its Group based on such employee's provision of assistance or information to each other pursuant to this Section 7.6.

Section 7.7 Privileged Matters.

(a) Pre-Distribution Services. The Parties recognize that legal and other professional services that have been and will be provided prior to the Distribution (whether by outside counsel, in-house counsel or other legal professionals) have been and will be rendered for the collective benefit of each of the members of the RemainCo Group and the SpinCo Group, including, but not limited to, with respect to this Agreement, the Ancillary Agreements, any other agreement related to the transactions contemplated hereby or thereby and/or the negotiations, structuring and transactions contemplated hereby and thereby (collectively, "Collective Benefit Services"), and that each of the members of the RemainCo Group and the SpinCo Group shall be deemed to be the client with respect to such services for the purposes of asserting all privileges,

immunities or other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege, and protection under the work-product doctrine ("Privilege"). With respect to all Information subject to Privilege ("Privileged Information"), the Parties shall have a shared Privilege for Privileged Information relating to Collective Benefit Services. Privileged Information includes, but is not limited to, services rendered by legal counsel retained or employed by any Party (or any member of such Party's respective Group), including outside counsel and in-house counsel. Notwithstanding the foregoing, the Parties acknowledge and agree that in any Adversarial Action with respect to this Agreement, the Ancillary Agreements, any other agreement related to the transactions contemplated hereby or thereby and/or the negotiations, structuring and transactions contemplated hereby and thereby, RemainCo shall be entitled, in its sole and absolute discretion, to control all Privileges, including any assertion or waiver of such Privileges, in connection with Collective Benefit Services relating to such matters.

(b) Post-Distribution Services. Each Party, on behalf of itself and each other member of its Group, recognizes that legal and other professional services will be provided following the Distribution Date, which services will be rendered solely for the benefit of the RemainCo Group or the SpinCo Group, as the case may be, while other such post-Distribution services following the Distribution Date may be rendered with respect to claims, proceedings, litigation, disputes, or other matters which involve members of both Groups. With respect to such post-Distribution services and related Privileged Information, each of the Parties, on behalf of itself and each other member of its Group, agrees as follows:

(i) RemainCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information that relates solely to the RemainCo Business and not to the SpinCo Business, whether or not the Privileged Information is in the possession of or under the control of any member of the RemainCo Group or any member of the SpinCo Group. RemainCo shall also be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with any Privileged Information that relates solely to any RemainCo Assets or RemainCo Liabilities and not any SpinCo Assets or SpinCo Liabilities in connection with any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of any member of the RemainCo Group or any member of the SpinCo Group.

(ii) SpinCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with Privileged Information that relates solely to the SpinCo Business and not to the RemainCo Business, whether or not the Privileged Information is in the possession of or under the control of any member of the RemainCo Group or any member of the SpinCo Group. SpinCo shall also be entitled, in perpetuity, to control the assertion or waiver of all Privileges in connection with any Privileged Information that relates solely to any SpinCo Assets or SpinCo Liabilities and not any RemainCo Assets or RemainCo Liabilities in connection with any Actions that are now pending or may be asserted in the future, whether or not the Privileged Information is in the possession or under the control of any member of the SpinCo Group or any member of the RemainCo Group.

(iii) If the Parties do not agree as to whether certain information not allocated pursuant to Sections 7.7(b)(i)-(ii) is Privileged Information, then such Information shall be treated as Privileged Information, and the Party that believes that such information is Privileged Information shall be entitled to control the assertion or waiver of all Privileges in connection with any such information until such time as it is finally judicially determined that such information is not Privileged Information or unless the Parties otherwise agree.

(c) Subject to the remaining provisions of this Section 7.7, the Parties agree that RemainCo shall be entitled, in perpetuity, to control the assertion or waiver of all Privileges not allocated pursuant to Section 7.7(b) in connection with any Actions or threatened or contemplated Actions or other matters that involve both Parties (or one or more members of their respective Groups) and in respect of which both Parties have Liabilities under this Agreement. RemainCo agrees, on behalf of itself and each member of the RemainCo Group, not to intentionally disclose or otherwise intentionally waive any such Privilege without consulting SpinCo. Upon the reasonable request of RemainCo or SpinCo, in connection with any Action or threatened or contemplated Action contemplated by this Article VII, other than any Adversarial Action or threatened or contemplated Adversarial Action, RemainCo and SpinCo will enter into a mutually acceptable common interest agreement so as to maintain to the extent practicable any Privilege of any member of either Group.

(d) If any dispute arises between the Parties or any members of their respective Groups regarding whether any Privilege should be waived to protect or advance the interests of either Party or any member of their respective Groups, each Party agrees that it shall (i) negotiate with the other Party in good faith, (ii) endeavor to minimize any prejudice to the rights of the other Party and the members of its Group and (iii) not unreasonably withhold, delay or condition consent to any request for waiver by the other Party.

(e) Upon receipt by either Party, or by any member of its respective Group, of any subpoena, discovery or other request (or of written notice that it will or has received such subpoena, discovery or other request) that may reasonably be expected to result in the production or disclosure of Privileged Information subject to a shared Privilege or as to which the other Party has the sole right hereunder to assert a Privilege, or if either Party obtains knowledge or becomes aware that any of its, or any member of its respective Group's, current or former directors, officers, agents or employees have received any subpoena, discovery or other requests (or have received written notice that they will or have received such subpoena, discovery or other requests) that may reasonably be expected to result in the production or disclosure of such Privileged Information, such Party shall promptly notify the other Party of the existence of any such subpoena, discovery or other request and shall provide the other Party a reasonable opportunity to review the Privileged Information and to assert any rights it or they may have, under this Section 7.7 or otherwise, to prevent the production or disclosure of such Privileged Information; provided that if such Party is prohibited by applicable Law from disclosing the existence of such subpoena, discovery or other request, such Party shall provide written notice of such related information for which disclosure is not prohibited by applicable Law and use reasonable best efforts to inform the other Party of any related information such Party reasonably determines is necessary or appropriate for the other Party to be informed of to enable the other Party to review the Privileged Information and to assert its rights, under

this Section 7.7 or otherwise, to prevent the production or disclosure of such Privileged Information.

(f) Except for Information provided in the context of any Adversarial Action or contemplated Adversarial Action between the Parties, the Parties agree that their respective rights to any access to Information, witnesses and other Persons, the furnishing of notices and documents and other cooperative efforts between the Parties contemplated by this Agreement, and the transfer of Privileged Information between the Parties and members of their respective Groups pursuant to this Agreement, are pursuant to a common legal interest, and such Privileged Information shall remain Privileged notwithstanding the exchange of such Privileged Information between the Parties. The Parties further agree that (i) the exchange by one Party to the other Party of any Information that should not have been exchanged pursuant to the terms of this Section 7.7 shall not be deemed to constitute a waiver of any Privilege that has been or may be asserted under this Agreement or otherwise with respect to such Privileged Information and (ii) the Party receiving such Privileged Information shall promptly return such Privileged Information to the Party who has the right to assert the Privilege.

Section 7.8 Confidential Information; Non-Use.

(a) Notwithstanding any termination of this Agreement, each Party shall, and shall cause each of the other members of its Group to, hold, and cause each of their respective officers, employees, agents, consultants and advisors to hold, in strict confidence, and not to disclose or release or except as otherwise permitted by this Agreement, use, including for any ongoing or future commercial purpose, without the prior written consent of each Party to whom (or to whose Group) the Confidential Information relates (which may be withheld in each such Party's sole and absolute discretion), any and all Confidential Information concerning or belonging to the other Party or any member of its Group; provided that each Party may disclose, or may permit disclosure of, such Confidential Information (i) to its (or any member of its Group's) respective auditors, attorneys and other appropriate consultants and advisors who have a need to know such Confidential Information for auditing and other non-commercial purposes and are informed of the confidentiality and non-use obligations to the same extent as is applicable to the Parties and in respect of whose failure to comply with such obligations, the applicable Party will be responsible, (ii) if any Party or any member of its Group is required or compelled to disclose any such Confidential Information by judicial or administrative process or by other requirements of Law or stock exchange rule, (iii) to the extent required in connection with any Adversarial Action, (iv) to the extent necessary in order to permit a Party (or member of its Group) to prepare and disclose its financial statements in connection with any regulatory filings or Tax Returns, (v) to the extent necessary for a Party (or member of its Group) to enforce its rights or perform its obligations under this Agreement, (vi) to Governmental Entities in accordance with applicable procurement regulations and contract requirements or (vii) to other Persons in connection with their evaluation of, and negotiating and consummating, a potential strategic transaction, to the extent reasonably necessary in connection therewith, provided an appropriate and customary confidentiality agreement has been entered into with the Person receiving such Confidential Information. Notwithstanding the foregoing, in the event that any demand or request for disclosure of Confidential Information is made by a third party that relates to clause (ii), (iii), (v) or (vi) above, each Party, as applicable, shall promptly notify (to the extent permissible by Law) the Party to whom (or to whose Group) the Confidential Information relates

of the existence of such request, demand or disclosure requirement and shall provide such Party (and/or any applicable member of its Group) a reasonable opportunity to seek an appropriate protective order or other remedy, which such Parties shall, and shall cause the other members of their respective Group to, cooperate in obtaining to the extent reasonably practicable. In the event that such appropriate protective order or other remedy is not obtained, the Party who is (or whose Group's member is) required to make such disclosure shall or shall cause the applicable member of its Group to furnish (at the expense of the Party seeking to limit such request, demand or disclosure requirement), or cause to be furnished, only that portion of the Confidential Information that is legally required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded to such Confidential Information (at the expense of the Party seeking (or whose Group's member is seeking) to limit such request, demand or disclosure requirement).

(b) Notwithstanding anything to the contrary set forth herein, (i) a Party shall be deemed to have satisfied its obligations hereunder with respect to Confidential Information if it exercises, and causes the other members of its Group to exercise, at least the same degree of care (but no less than a commercially reasonable degree of care) as such Party takes to preserve confidentiality for its own similar Information and (ii) confidentiality obligations provided for in any agreement between each Party or another member of its Group and its or their respective past and/or present employees as of the Distribution Date shall remain in full force and effect. Notwithstanding anything to the contrary set forth herein, Confidential Information (other than Intellectual Property (which shall exclusively be governed by the IP Cross-License Agreement, the Trademark License Agreement and other applicable Ancillary Agreements), and Personal Data (which shall exclusively be governed by Section 7.10 and other applicable Ancillary Agreements)) of any Party (or another member of its Group) rightfully in the possession of and used by the other Party (or another member of its Group) in the operation of its Business as of the Distribution Date may continue to be used by such Party (and/or the applicable members of its Group) in possession of such Confidential Information in and only in the operation of the SpinCo Business or the RemainCo Business, as the case may be; provided that such Confidential Information may only be used by such Party and/or the applicable members of its Group and its and their respective officers, employees, agents, consultants and advisors in the specific manner and for the specific purposes for which it is used as of the date of this Agreement and may only be shared with additional officers, employees, agents, consultants and advisors of such Party (or Group member) on a need-to-know basis exclusively with regard to such specified use; provided, further, that such use is not competitive in nature, and may be used only so long as the Confidential Information is maintained in confidence and not disclosed in violation of Section 7.8(a), except that such Confidential Information may be disclosed to third parties other than those listed in Section 7.8(a), provided that such disclosure to such other third parties and any associated use of such Information must be pursuant to a written agreement containing confidentiality obligations at least as protective of the Parties' rights to such Confidential Information as those contained in this Agreement. Such continued right to use may not be transferred (directly or indirectly) to any third party without the prior written consent (not to be unreasonably withheld, conditioned or delayed) of the applicable Party, except pursuant to Section 10.9.

(c) Each of RemainCo and SpinCo acknowledges, on behalf of itself and each other member of its Group, that it and the other members of its Group may have in their

possession confidential or proprietary Information of third parties that was received under confidentiality or non-disclosure agreements with each such third party while such Party and/or members of its Group were Subsidiaries of RemainCo. Each of RemainCo and SpinCo shall, and shall cause the other members of its Group to, hold and cause its and their respective representatives, officers, employees, agents, consultants and advisors (or potential buyers) to hold, in strict confidence the confidential and proprietary Information of third parties to which they or any other member of their respective Groups has access, in accordance with the terms of any agreements entered into prior to the Distribution between one or more members of the RemainCo Group and/or SpinCo Group (whether acting through, on behalf of, or in connection with, the separated Businesses) and such third parties.

(d) Notwithstanding any other provision of this Section 7.8, (i) the disclosure and sharing of Privileged Information shall be governed solely by Section 7.7, and (ii) to the extent that another Contract pursuant to which a Party or its Affiliate is bound that specifically provides that certain information covered under this Section 7.8 shall be held confidential on a basis that is more protective of such information or for a longer period of time than provided for in this Section 7.8, then the applicable provisions contained in such other Contract shall control with respect thereto.

Section 7.9 Conflicts Waiver. Each Party hereby agrees, on behalf of itself and each of its past, present and future Affiliates, that the counsel(s) set forth on Schedule 7.9 ("RemainCo Counsel") has exclusively acted as counsel to RemainCo and any of its then-Affiliates in connection with the preparation, execution and delivery of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby. SpinCo, on behalf of itself and each of its past, present and future Affiliates, agrees that, following consummation of the transactions contemplated hereby and thereby, such representation by RemainCo Counsel shall not preclude RemainCo Counsel from serving as counsel to RemainCo, any of its then-Affiliates or any directors, officers, employees, agents, representatives, limited partners, members, shareholders or other equity holders of RemainCo or such then-Affiliate, in connection with any Action arising out of or relating to this Agreement, the Ancillary Agreements or the transactions contemplated hereby or thereby (even if there exists at any time a separate attorney-client relationship between RemainCo Counsel, on the one hand, and SpinCo or any of its past, present or future Affiliates, on the other hand, pursuant to which RemainCo Counsel has obtained confidential information relating to SpinCo, the SpinCo Business, the SpinCo Assets or the SpinCo Liabilities). SpinCo shall not, and shall cause any and all of its past, present and future Affiliates not to, seek to have RemainCo Counsel disqualified from any such representation. SpinCo, on behalf of itself and each of its past, present and future Affiliates, hereby consents thereto and waives any such conflict of interest, and SpinCo shall cause any and all of its past, present and future Affiliates to consent to waive any such conflict of interest. SpinCo, on behalf of itself and each of its past, present and future Affiliates, acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that SpinCo, on behalf of itself and each of its past, present and future Affiliates, has consulted with counsel or has been advised it should do so in connection herewith. SpinCo, on behalf of itself and each of its past, present and future Affiliates, further acknowledges that none of this Agreement, the Ancillary Agreements nor the transactions contemplated hereby and thereby are intended to create an attorney-client relationship between RemainCo Counsel, on the one hand, and SpinCo or any of its past, present or future Affiliates, on the other hand, or any

other relationship pursuant to which SpinCo or any of its past, present or future Affiliates would have a right to object to RemainCo Counsel's representation of any Person under any circumstance. The covenants, consent, and waiver contained in this Section 7.9 shall not be deemed exclusive of any other rights to which RemainCo Counsel is entitled whether pursuant to Law, Contract, or otherwise.

Section 7.10 Personal Data.

(a) Each Party and its Affiliates shall at all times comply, and ensure that their Processing of Personal Data hereunder and under any Ancillary Agreement complies, with Data Protection Laws (including by taking appropriate technical and organizational measures against the unauthorized disclosure or unlawful processing, access to, accidental loss or destruction of, or damage to, Personal Data) and shall use reasonable efforts to avoid acts or omissions that place the other Party in breach of its obligations under any applicable Data Protection Laws.

(b) The Parties acknowledge that after the Distribution, each Party and its Affiliates shall act as a separate and independent Controller with respect to the Processing of any Personal Data pursuant to this Agreement or any Ancillary Agreement (subject to the express terms thereof).

(c) To the extent that a Party or its Affiliate transfers Personal Data included in the RemainCo Assets (with respect to transfers by SpinCo or its Affiliates) or SpinCo Assets (with respect to transfers by RemainCo or its Affiliates) internationally following the Distribution, the Parties shall reasonably cooperate to ensure that such transfer is effected by way of a valid data transfer mechanism in compliance with applicable Data Protection Laws, if and to the extent applicable.

(d) To the maximum extent permitted under applicable Law, each Party shall (i) promptly (and in any event within five (5) Business Days) notify the other Party if it or its Affiliate receives a complaint, notice or communication (including request from a Data Subject to exercise their rights under Data Protection Laws) in relation to any Personal Data processed pursuant to this Agreement or any Ancillary Agreement, and (ii) without undue delay (and in any event within forty-eight (48) hours) if it becomes aware of, or reasonably suspects, a Personal Data Breach affecting the Personal Data of the other Party or its Affiliates.

Section 7.11 Non-Applicability to Taxes. The Tax Matters Agreement, and not this Article VII, shall govern access to and the retention and exchange of Tax Returns, schedules and workpapers and all material Records or other documents relating to Tax matters.

ARTICLE VIII

DISPUTE RESOLUTION

Section 8.1 Negotiation and Arbitration.

(a) In the event of a controversy, dispute or Action between the Parties arising out of, in connection with, or in relation to this Agreement or any of the transactions

contemplated hereby, including with respect to the interpretation, performance, nonperformance, validity or breach thereof, and including, but not limited to, any question of the arbitral tribunal's jurisdiction, the existence, scope or validity of this arbitration agreement or the arbitrability of any claim, and any controversy, dispute or Action related to Section 7.7 concerning Privilege issues (a "Dispute"), the following provisions shall apply, unless expressly specified herein.

(b) Negotiation. The following procedures shall apply with respect to Disputes, except in cases of Disputes related to Section 7.7 concerning Privilege issues (in which case the procedure in Section 7.7(b) shall apply):

(i) Subject to Article VI, at such time as a Dispute arises, (A) any Party shall deliver written notice of such Dispute (a "General Dispute Notice") and (B) the general counsels of the relevant Parties and/or such other executive officer designated by a relevant Party in writing shall thereupon negotiate for a reasonable period of time to settle such Dispute; provided, however, that such reasonable period shall not, unless otherwise agreed by each relevant Party in writing, exceed sixty (60) days from the date of receipt by the relevant Party of the General Dispute Notice (the "General Negotiation Period").

(ii) With respect to the subject Dispute, no Party shall be entitled to rely upon the expiry of any limitations period or contractual deadline during the period between the date of receipt of the relevant General Dispute Notice and the earlier to occur of (A) the date of any arbitration being commenced under this Section 8.1 with respect to the Dispute and (B) the later to occur of (x) one hundred and eighty (180) days after the date of receipt of the relevant General Dispute Notice and (y) the expiration of the applicable General Negotiation Period.

(iii) All offers, promises, conduct and statements, whether oral or written, made in the course of the discussions and negotiations related to the relevant General Negotiation Period by any of the Parties (or the other members of their respective Groups), their respective agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties (or any other member of a Group) and, in any Action, shall not be admissible in any future Action between the Parties, any member of their respective Groups and/or any Indemnitee; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or discussion

(c) Arbitration. If the Dispute has not been resolved in writing for any reason as of the expiration of the applicable Negotiation Period, such Dispute shall be submitted, at the request of any Party, to final and binding arbitration administered by the American Arbitration Association's International Centre for Dispute Resolution (the "ICDR") in accordance with its International Arbitration Rules then in effect (the "Rules"), except as modified herein.

(i) The arbitration shall be conducted by a three-member arbitral tribunal (the "Arbitral Tribunal"). The claimant or claimants, collectively, shall

appoint one arbitrator in the notice of arbitration and the respondent or respondents, collectively, shall appoint one arbitrator within fourteen (14) days after the appointment of the first arbitrator. The third arbitrator, who shall serve as chair of the Arbitral Tribunal, shall be jointly appointed by the two party-appointed arbitrators within twenty-one (21) days of the appointment of the second arbitrator. Any arbitrator not timely appointed shall be appointed by the ICDR according to its Rules.

(ii) In resolving any Dispute to the extent it involves contractual issues under this Agreement, the arbitrators shall apply the governing law specified herein.

(iii) Arbitration under this Section 8.1 shall be the sole and exclusive remedy for any Dispute, and any award rendered by the arbitrators shall be final and binding on the parties and judgment thereupon may be entered in any court of competent jurisdiction having jurisdiction thereof, including any court having jurisdiction over the relevant party or its Assets.

(iv) The Arbitral Tribunal shall be entitled, if appropriate, to award any remedy, including monetary damages, specific performance and all other forms of legal and equitable relief that is in accordance with the terms of this Agreement; provided, however, that the Arbitral Tribunal shall have no authority or power to (A) limit, expand, alter, modify, revoke or suspend any condition or provision of this Agreement, (B) award punitive, exemplary, treble or similar damages, except as set forth in Section 8.1(c)(v), or (C) review, resolve or adjudicate, or render any award or grant any relief in respect of, any issue, matter, claim or Dispute other than the specific Dispute or Disputes submitted by the parties to such Arbitral Tribunal for final and binding arbitration, including any Disputes consolidated therewith in accordance with Section 8.1(c)(viii).

(v) The Arbitral Tribunal shall have the power to award the prevailing party its attorneys' fees and costs reasonably incurred in the arbitration (including the fees and expenses of the arbitration, the Arbitral Tribunal's fees and the fees and expenses of the ICDR). If any Party files an Action in contravention of the arbitration agreement in this Section 8.1, the other Party shall be entitled to an award of any costs they may incur in defending such Action, including a fee in an amount equal to $15,000,000 multiplied by the greater of (x) 1.05 raised to the power of the number of years elapsed since the Distribution Date (expressed in decimal form) and (y) one (1), as well as such additional punitive, exemplary, treble or similar damages as may be awardable under applicable law. Each of the Parties acknowledges and agrees that if any Party files an Action in contravention of the arbitration agreement in this Section 8.1, the non-breaching Party shall suffer reputational loss as a direct consequence of such Action for which they are entitled to damages.

(vi) The arbitration shall be seated in, and the award shall be rendered, in New York County, New York, in the English language.

(vii) The arbitration and this arbitration agreement shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

(viii) A Party may request consolidation of two or more arbitrations pending under the Rules into a single arbitration pursuant to the Rules. The Parties agree that two or more arbitration proceedings may be consolidated in accordance with this Section 8.1(c)(viii) and subject to the Rules even if the parties to such arbitration proceedings are not identical. Any order of consolidation issued pursuant to the Rules shall be final and binding upon the parties to the new Dispute, prior pending or subsequently-filed arbitrations. The Parties waive any right they have to appeal or to seek interpretation, revision or annulment of such order of consolidation under the Rules or in any court.

(ix) The Arbitral Tribunal (and, if applicable, Emergency Arbitrator) shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The Parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal; or (B) prior to the constitution of the Arbitral Tribunal, an Emergency Arbitrator appointed in the manner provided for in the Rules. Any Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also be deemed a term and condition of this Agreement subject to specific performance in Section 10.19. The foregoing procedures shall constitute the exclusive means of seeking Interim Relief; provided, however, that (I) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator, and the Arbitral Tribunal shall apply a *de novo* standard of review to the factual and legal findings of the Emergency Arbitrator and conduct any such proceeding with respect to the actions of the Emergency Arbitrator on an expedited basis; and (II) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any Party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction.

(x) The Parties consent and submit to the non-exclusive jurisdiction of any federal court located in the State of New York or, where such court does not have jurisdiction**,** any New York state court, in either case located in the Borough of Manhattan, New York City, New York ("New York Court") to enforce the dispute resolution provisions in this Section 8.1, or to enforce any award, relief or decision issued by an Arbitral Tribunal (or, if applicable, Emergency Arbitrator). In any such action: (A) each of the Parties irrevocably waives, to the fullest extent it may effectively do so, any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile, which it may now or hereafter have to the bringing of any such action or proceeding in any New York Court; and (B) each of the Parties irrevocably consents to service of process by the mailing of copies of the process to the Parties as provided in Section 10.6, with service effected in this manner becoming effective five (5) days after the mailing of the process.

(xi) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.1.

(d) Confidentiality. Without limiting the provisions of the Rules, unless otherwise agreed in writing by or among the Parties or permitted by this Agreement, the Parties shall keep, and shall cause the members of their applicable Group to keep, confidential all matters relating to the arbitration (including the existence of the proceeding and all of its elements and including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions) or the award, and any negotiations, conferences and discussions pursuant to this Article VIII shall be treated as compromise and settlement negotiations; provided that such matters may be disclosed (i) to the extent reasonably necessary in any proceeding brought to enforce this Article VIII or the award or for entry of a judgment upon the award and (ii) to the extent otherwise required by Law. Nothing said or disclosed, nor any document produced, in the course of any negotiations, conferences and discussions that is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration. In the event any Party makes application to any court in connection with this Section 8.1(d) (including any proceedings to enforce a final award or any Interim Relief), such Party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the Arbitral Tribunal or Emergency Arbitrator) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge.

Section 8.2 Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement and each Ancillary Agreement during the course of dispute resolution pursuant to the provisions of this Article VIII with respect to all matters not subject to such dispute resolution.

ARTICLE IX

INSURANCE

Section 9.1 Access to Insurance Policies for Pre-Distribution Matters.

(a) With respect to Liabilities of the SpinCo Group that (x) constitute SpinCo Liabilities (other than those incurred by a member of the RemainCo Group) or (y) are

otherwise incurred by a member of the SpinCo Group, in each case to the extent related to or arising from occurrences, acts, omissions or other matters prior to the Distribution Date (such Liabilities, the "Pre-Distribution SpinCo Liabilities"), any rights to insurance coverage applicable to the Pre-Distribution SpinCo Liabilities under Insurance Policies issued to any members of the RemainCo Group (the "Pre-Distribution RemainCo Insurance Policies"), are hereby assigned by RemainCo (on behalf of itself and the applicable members of its Group) to the applicable members of the SpinCo Group on that same date. RemainCo shall (or shall cause the applicable member of its Group to) provide the applicable member of the SpinCo Group with, from and after the Distribution Date, access to the applicable Pre-Distribution RemainCo Insurance Policy(ies) with respect to any bona fide claim arising out of such Pre-Distribution SpinCo Liabilities; provided that such access shall be subject to the terms, conditions and exclusions of such Pre-Distribution RemainCo Insurance Policy(ies) and any related reinsurance agreement(s), including any limits on coverage, any deductibles, retentions, retrospective premiums, and other chargeback amounts, fees, costs and expenses, and any provisions relating to the control and handling of insurance claims and the defense of any Pre-Distribution SpinCo Liability that is the subject of an insurance claim, and shall be subject to the following:

(i) Neither SpinCo nor any member of its Group shall be permitted to directly submit an insurance claim under such Pre-Distribution RemainCo Insurance Policies;

(ii) SpinCo may, or may cause the applicable member of the SpinCo Group to, submit a written request to RemainCo's Director of Risk Management and General Counsel requesting that the applicable member of the RemainCo Group submit an insurance claim under the applicable Pre-Distribution RemainCo Insurance Policy(ies) with respect to such Pre-Distribution SpinCo Liability, and following receipt of such written request and such other documents and information as are necessary to submit such insurance claim, RemainCo shall, or shall cause the applicable member of its Group to, submit such insurance claim directly to the applicable Insurer(s); provided that SpinCo (or the applicable member of the SpinCo Group) shall (x) identify the Pre-Distribution RemainCo Insurance Policy(ies) under which SpinCo reasonably believes the Pre-Distribution SpinCo Liability should be noticed; (y) be responsible for the preparation of any documents and information that are required for the submission of such insurance claim and (z) provide the applicable member of the RemainCo Group with such documents or other information necessary for the submission of such claim;

(iii) The members of the RemainCo Group shall reasonably cooperate with the applicable members of the SpinCo Group in the pursuit of any such claims under such Pre-Distribution RemainCo Insurance Policies, including by providing the applicable member(s) of the SpinCo Group with commercially reasonable access to the applicable Pre-Distribution RemainCo Insurance Policy(ies) upon the written request of SpinCo and by promptly remitting insurance proceeds to the applicable member(s) of the SpinCo Group;

(iv) SpinCo (or the applicable members of the SpinCo Group) shall be responsible for any payments to the applicable Insurer under such Pre-Distribution RemainCo Insurance Policy relating to its claims submissions and shall

indemnify, hold harmless and reimburse RemainCo (and the applicable members of the RemainCo Group) for any deductibles, retentions, retrospective premiums and other chargeback amounts, fees, costs and expenses incurred by RemainCo (or any members of the RemainCo Group), as applicable, to the extent resulting from any access to, or any claims made by SpinCo (or any members of the SpinCo Group) under, any such Pre-Distribution RemainCo Insurance Policy provided pursuant to this Section 9.1(a) (with respect to SpinCo Liabilities), including any indemnity payments, settlements, judgments, legal fees, allocated claims expenses and claim handling fees;

(v) SpinCo (or the applicable members of the SpinCo Group) shall bear (and none of the RemainCo Group shall have any obligation to repay or reimburse any members of the SpinCo Group for) and shall be liable for all excluded, uninsured, uncovered, unavailable or uncollectible amounts of all such claims made on behalf of SpinCo or any members of the SpinCo Group under such Pre-Distribution RemainCo Insurance Policy (unless otherwise constituting a RemainCo Liability); and

(vi) No member of the SpinCo Group, in connection with making a claim under any such Pre-Distribution RemainCo Insurance Policy pursuant to this Section 9.1(a), shall take any action that would be reasonably likely to (w) have an adverse impact on the then-current relationship between any member of the RemainCo Group, on the one hand, and the applicable Insurer(s), on the other hand; (x) result in the applicable Insurer(s) terminating or reducing coverage for, or increasing the amount of any premium owed by, any member of the RemainCo Group under such Pre-Distribution RemainCo Insurance Policy; (y) otherwise compromise, jeopardize or interfere with the rights of any member of the RemainCo Group under such Pre-Distribution RemainCo Insurance Policy; or (z) otherwise compromise or impair the ability of RemainCo to enforce its rights with respect to any indemnification under or arising out of this Agreement, and RemainCo shall have the right to cause SpinCo to desist, or cause any other member of the SpinCo Group to desist, from any action that RemainCo reasonably determines would compromise or impair its rights in accordance with this clause (z); provided that this Section 9.1(a)(vi) shall not preclude or otherwise restrict any member of the SpinCo Group from reporting claims to Insurers as set forth herein in the ordinary course of business.

(b) With respect to Liabilities of the RemainCo Group that (x) constitute RemainCo Liabilities (other than those incurred by a member of the SpinCo Group) or (y) are otherwise incurred by a member of the RemainCo Group, in each case to the extent related to or arising from occurrences, acts, omissions or other matters prior to the Distribution Date (such Liabilities, the "Pre-Distribution RemainCo Liabilities"), any rights to insurance coverage applicable to the Pre-Distribution RemainCo Liabilities under Insurance Policies issued to any members of the SpinCo Group (the "Pre-Distribution SpinCo Insurance Policies"), are hereby assigned by SpinCo (on behalf of itself and the applicable members of its Group) to the applicable members of the RemainCo Group on that same date. SpinCo shall (or shall cause the applicable member of its Group to) provide the applicable member of the RemainCo Group with, from and after the Distribution Date, access to the applicable Pre-Distribution SpinCo Insurance Policy(ies) with respect to any bona fide claim arising out of such Pre-Distribution RemainCo Liabilities; provided that such access shall be subject to the terms, conditions and exclusions of

such Pre-Distribution SpinCo Insurance Policy(ies), including any limits on coverage, any deductibles, retentions, retrospective premiums, and other chargeback amounts, fees, costs and expenses and any provisions concerning the control of insurance claims and the defense of any Pre-Distribution RemainCo Liability that is the subject of an insurance claim, and shall be subject to the following:

(i) Neither RemainCo nor any member of its Group shall be permitted to directly submit an insurance claim under such Pre-Distribution SpinCo Insurance Policies;

(ii) RemainCo may, or may cause the applicable member of the RemainCo Group to, submit a written request to SpinCo's Director of Risk Management and General Counsel requesting that the applicable member of the SpinCo Group submit an insurance claim under the applicable Pre-Distribution SpinCo Insurance Policy(ies) with respect to such Pre-Distribution RemainCo Liability, and following receipt of such written request and such other documents and information as are necessary to submit such insurance claim, SpinCo shall, or shall cause the applicable member of its Group to, submit such insurance claim directly to the applicable Insurer(s); provided that RemainCo (or the applicable member of the RemainCo Group) shall (x) identify the Pre-Distribution SpinCo Insurance Policy(ies) under which RemainCo reasonably believes the Pre-Distribution RemainCo Liability should be noticed; (y) be responsible for the preparation of any documents and information that are required for the submission of such insurance claim and (z) provide the applicable member of the SpinCo Group with such documents, forms, or other information necessary for the submission of such claim;

(iii) The members of the SpinCo Group shall reasonably cooperate with the applicable members of the RemainCo Group in the pursuit of any such claims under such Pre-Distribution SpinCo Insurance Policies, including by providing the applicable member(s) of the RemainCo Group with commercially reasonable access to the applicable Pre-Distribution SpinCo Insurance Policy(ies) upon the written request of RemainCo and by promptly remitting insurance proceeds to the applicable member(s) of the RemainCo Group;

(iv) RemainCo (or the applicable members of the RemainCo Group) shall be responsible for any payments to the applicable Insurer under such Pre-Distribution SpinCo Insurance Policy relating to its claims submissions, and shall indemnify, hold harmless and reimburse SpinCo (and the applicable member of the SpinCo Group) for any deductibles, retentions, retrospective premiums and other chargeback amounts, fees, costs and expenses incurred by SpinCo (or any members of the SpinCo Group), as applicable, to the extent resulting from any access to, or any claims made by RemainCo (or any members of the RemainCo Group) under, any such Pre-Distribution SpinCo Insurance Policy provided pursuant to this Section 9.1(b) (with respect to RemainCo Liabilities), including any indemnity payments, settlements, judgments, legal fees, allocated claims expenses and claim handling fees;

(v) RemainCo (or the applicable members of the RemainCo Group) shall bear (and none of the SpinCo Group shall have any obligation to repay or

reimburse any members of the RemainCo Group for) and shall be liable for all excluded, uninsured, uncovered, unavailable or uncollectible amounts of all such claims made on behalf of RemainCo or any members of the RemainCo Group under such Pre-Distribution SpinCo Insurance Policy (unless otherwise constituting a SpinCo Liability); and

(vi) No member of the RemainCo Group, in connection with making a claim under any such Pre-Distribution SpinCo Insurance Policy pursuant to this Section 9.1(b), shall take any action that would be reasonably likely to (w) have an adverse impact on the then-current relationship between any member of the SpinCo Group, on the one hand, and the applicable Insurer(s), on the other hand; (x) result in the applicable Insurer(s) terminating or reducing coverage for, or increasing the amount of any premium owed by, any member of the SpinCo Group under such Pre-Distribution SpinCo Insurance Policy; (y) otherwise compromise, jeopardize or interfere with the rights of any member of the SpinCo Group under such Pre-Distribution SpinCo Insurance Policy; or (z) otherwise compromise or impair the ability of SpinCo to enforce its rights with respect to any indemnification under or arising out of this Agreement, and SpinCo shall have the right to cause RemainCo to desist, or cause any other member of the RemainCo Group to desist, from any action that SpinCo reasonably determines would compromise or impair its rights in accordance with this clause (z); provided that this Section 9.1(b)(vi) shall not preclude or otherwise restrict any member of the RemainCo Group from reporting claims to Insurers as set forth herein in the ordinary course of business.

(c) With respect to any Insurance Policies whose rights are shared between RemainCo and SpinCo (or any member of their respective Groups), claims shall be paid, any self-insurance pertaining thereto shall be applied, and the applicable limits under such Insurance Policies shall be reduced, in each case, in accordance with the terms of such Insurance Policies; provided, however, (i) in the event that there are claims under any such Insurance Policy by both a member of the RemainCo Group and a member of the SpinCo Group, then the limits of such Insurance Policy and any applicable deductible or retention under such Insurance Policy shall be allocated between the applicable members of the RemainCo Group and the SpinCo Group in accordance with their respective *bona fide* losses covered under such Insurance Policy; and (ii) none of RemainCo or SpinCo (or any member of their respective Groups) shall accelerate or delay the notification, submission, adjustment, handling or resolution of claims or the receipt of Insurance Proceeds in a manner that would differ from that which each would follow in the ordinary course when acting without regard to sufficiency of limits or the terms of self-insurance.

(d) The members of each Group shall use commercially reasonable efforts not to take any action or omit to take any action that would be reasonably likely to eliminate or substantially reduce the coverage of any member of the other Group under any Insurance Policy in respect of any occurrence, act, omission or other matter taking place prior to the Distribution without the consent of any such member of the other Group (or the consent of RemainCo or SpinCo, as applicable, on behalf of such member); provided that (i) the expiration of any such Insurance Policies in accordance with their respective terms (including sending a notice of non-renewal) is expressly permitted; and (ii) the submission of a claim by any member

of one Group shall not constitute an action that is reasonably likely to eliminate or substantially reduce the coverage of any member of the other Group.

Section 9.2 Insurance for Post-Distribution Matters. From and after the Distribution Date, each Group shall be responsible, at its sole cost and expense, for securing all insurance it deems appropriate for the operation of its Group and all of its Assets and Liabilities with respect to occurrences, acts, omissions or other matters occurring or existing from and after the Distribution Date.

Section 9.3 No Assignment of Entire Insurance Policies. This Agreement shall not be considered as an attempted assignment of any insurance policy in its entirety (as opposed to an assignment of rights under an insurance policy), nor is it considered to be itself a contract of insurance. This Agreement shall not be construed to waive any right or remedy of any Party under or with respect to any Insurance Policy, and the Parties reserve all their rights thereunder.

Section 9.4 Agreement for Waiver of Conflict and Shared Defense. In the event of any action by members of both of the Groups to recover or obtain Insurance Proceeds under an Insurance Policy, or to defend any action by an insurer(s) attempting to restrict or deny any coverage under an Insurance Policy, the Parties (or the applicable member of such Party's Group) may join in any such Action and be represented by joint counsel, in which case, each Party shall, and shall cause the other members of its Group to, waive any conflict of interest to the extent necessary to conduct any such action.

Section 9.5 Directors and Officers Indemnification and Insurance.

(a) For a period of six (6) years from and after the Distribution Date, (i) the Amended and Restated Certificate of Incorporation, By-laws or other organizational documents of the members of the RemainCo Group, in each case, as amended and restated or otherwise modified from time to time, shall contain provisions no less favorable with respect to indemnification than are set forth in the Amended and Restated Certificate of Incorporation, By-laws or other organizational documents of the members of the RemainCo Group immediately before the Effective Time, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from and after the Distribution Date in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Distribution Date, were indemnified under such Amended and Restated Certificate of Incorporation, By-laws, or other organizational documents unless such amendment, repeal, or modification shall be required by Law and then only to the minimum extent required by Law or approved by RemainCo's stockholders, and (ii) the Amended and Restated Certificate of Incorporation, By-laws or other organizational documents of the members of the SpinCo Group, in each case, as amended and restated or otherwise modified from time to time, shall contain provisions no less favorable with respect to indemnification than are set forth in the Amended and Restated Certificate of Incorporation, By-laws or other organizational documents of the SpinCo Group immediately before the Effective Time, which provisions shall not be amended, repealed or otherwise modified for a period of six (6) years from and after the Distribution Date in any manner that would affect adversely the rights thereunder of individuals who, at or prior to the Distribution Date, were indemnified under such Amended and Restated Certificate of Incorporation, By-laws or other organizational documents, unless such amendment, repeal, or

modification shall be required by Law and then only to the minimum extent required by Law or approved by SpinCo's stockholders.

(b) RemainCo and SpinCo may purchase and obtain "tail" or prior acts insurance, including directors and officers liability, fiduciary liability and employment practices liability insurance, covering the RemainCo Group and the SpinCo Group and their respective insured persons with respect to claims or other matters arising out of acts, omissions or other matters occurring at or prior to the Distribution Date. For a period of twelve (12) months following the Distribution Date, RemainCo and SpinCo shall and shall cause the members of their respective Groups to reasonably cooperate with the other Group with respect to obtaining any such "tail" or prior acts insurance.

ARTICLE X

MISCELLANEOUS

Section 10.1 Complete Agreement; Construction. This Agreement, including the Exhibits and Schedules, the Ancillary Agreements and, solely to the extent and for the limited purpose of effecting the Internal Reorganization, the Conveyancing and Assumption Instruments shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Exhibit or Schedule hereto, the Exhibit or Schedule shall prevail. In the event and to the extent that there shall be a conflict between the provisions of (a) this Agreement and the provisions of any Ancillary Agreement, such Ancillary Agreement shall control (except with respect to any provisions relating to the Transfer of Assets to, or the Assumption of Liabilities by, a Party or a member of its Group, the Internal Reorganization, the Distribution, the covenants and obligations set forth in Article V, Article VI, Article VII, Article VIII and Article IX or the application of Article X to the terms of this Agreement (or, in each case, any indemnification rights pursuant to this Agreement in respect thereof and/or any other remedies pursuant to this Agreement in respect of any breach of any covenant or obligation under this Agreement), in which case this Agreement shall control), (b) this Agreement and any Conveyancing and Assumption Instrument, this Agreement shall control and (c) this Agreement and any agreement which is not an Ancillary Agreement (other than a Conveyancing and Assumption Instrument), this Agreement shall control unless both (x) it is specifically stated in such agreement that such agreement controls and (y) such agreement has been executed by a member of the Group that it is to be enforced against. Except as expressly set forth in this Agreement or any Ancillary Agreement, (i) all matters relating to Taxes and Tax Returns of the Parties and their respective Subsidiaries shall be governed exclusively by the Tax Matters Agreement, and (ii) in the event of any conflict between this Agreement or any Ancillary Agreement, on the one hand, and the Tax Matters Agreement, on the other hand, with respect to such matters, the terms and conditions of the Tax Matters Agreement shall govern.

Section 10.2 Ancillary Agreements. Except as expressly set forth herein, this Agreement is not intended to address, and should not be interpreted to address, the matters specifically and expressly covered by the Ancillary Agreements.

Section 10.3 Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 10.4 Survival of Agreements. Except as otherwise contemplated by this Agreement or any Ancillary Agreement, all covenants and agreements of the Parties contained in this Agreement and each Ancillary Agreement shall survive the Effective Time and remain in full force and effect in accordance with their applicable terms.

Section 10.5 Expenses. Except as otherwise provided in this Agreement or any Ancillary Agreement, (a) SpinCo shall be liable for costs and expenses incurred, or to be incurred by members of the SpinCo Group and directly related to the consummation of the transactions contemplated hereby (including the financing transactions contemplated hereby) and (b) RemainCo shall be liable for costs and expenses incurred, or to be incurred by members of the RemainCo Group and directly related to the consummation of the transactions contemplated hereby (including the financing transactions contemplated hereby); provided; however, in the event of any inconsistency between clauses (a) and (b) of this Section 10.5, on the one hand, and Article I with respect to specific allocations of SpinCo Liabilities and RemainCo Liabilities, on the other hand, such clauses in the definitions of SpinCo Liabilities and RemainCo Liabilities in Article I shall control.

Section 10.6 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 10.6 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 10.6 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party to the address set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.6):

To RemainCo:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202
Attention: Su Ping Lu, Senior Vice President, General Counsel and Corporate Secretary
Email: [***]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Allison R. Schneirov, Esq.
Alexandra J. McCormack, Esq.
Kyle J. Hatton, Esq.
Lauren S. Kramer, Esq.
Email: [***]
[***]
[***]
[***]

To SpinCo:

Solstice Advanced Materials Inc.
115 Tabor Road
Morris Plains, NJ 07950
Attention: Brian Rudick, General Counsel
Email: [***]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Allison R. Schneirov, Esq.
Alexandra J. McCormack, Esq.
Kyle J. Hatton, Esq.
Lauren S. Kramer, Esq.
Email: [***]
[***]
[***]
[***]

Section 10.7 Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

Section 10.8 Amendments. Subject to the terms of Section 10.11 hereof, this Agreement may not be modified or amended except by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties.

Section 10.9 Assignment. Except as otherwise provided for in this Agreement, neither this Agreement nor any right, interest or obligation shall be assignable, in whole or in part, directly or indirectly, by any Party without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed), and any attempt to assign any rights, interests or obligations arising under this Agreement without such consent shall be void; except, that a Party may assign this Agreement or any or all of the rights, interests and obligations hereunder in connection with a merger, reorganization or consolidation transaction in which such Party is a constituent party but not the surviving entity or the sale by such Party of all or substantially all of its Assets; provided that the surviving entity of such merger, reorganization or consolidation transaction or the transferee of such Assets shall assume all the obligations of the relevant Party by operation of law or pursuant to an agreement in writing, reasonably satisfactory to the other Party, to be bound by the terms of this Agreement as if named as a Party hereto; provided, however, that in the case of each of the preceding clauses, no assignment permitted by this Section 10.9 shall release the assigning Party from Liability for the full performance of its obligations under this Agreement, unless agreed to in writing by the non-assigning Parties.

Section 10.10 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 10.11 Certain Termination and Amendment Rights. This Agreement (including Article VI hereof) may be terminated at any time prior to the Distribution Date by and in the sole discretion of the Board without the approval of SpinCo or the stockholders of RemainCo and, in the event of such termination, no Party shall have any liability of any kind to the other Party or any other Person. The Distribution may be amended, modified or abandoned at any time prior to the Distribution Date by and in the sole discretion of the Board without the approval of SpinCo or the stockholders of RemainCo. After the Distribution Date, this Agreement may not be terminated or amended except by an agreement in writing signed by each of the Parties. Notwithstanding the foregoing, Article VI, Section 9.1(d) or Section 9.5(a) shall not be terminated or amended after the Effective Time in a manner adverse to the third party beneficiaries thereof without the Consent of any such Person.

Section 10.12 Payment Terms.

(a) Except as set forth in Article VI or as otherwise expressly provided to the contrary in this Agreement, any amount to be paid or reimbursed by a Party (and/or a member of such Party's Group), on the one hand, to the other Party (and/or a member of such other Party's respective Group), on the other hand, under this Agreement shall be paid or reimbursed hereunder within thirty (30) days after presentation of an invoice or a written demand therefor and setting forth, or accompanied by, reasonable documentation or other reasonable explanation supporting such amount.

(b) Except as set forth in Article VI or as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within thirty (30) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to SOFR (in effect on the date on which such payment was due) plus 2% calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment; provided, however, in the event that SOFR is no longer commonly accepted by market participants, then an alternative floating rate index that is commonly accepted by market participants, which SpinCo and RemainCo shall jointly determine, each acting in good faith.

(c) In the event of a dispute or disagreement with respect to all or a portion of any amounts requested by any Party (and/or a member of such Party's Group) as being payable, the payor Party shall in no event be entitled to withhold payments for any such amounts (and any such disputed amounts shall be paid in accordance with Section 10.12(a), subject to the right of the payor Party to dispute such amount following such payment); provided that in the event that following the resolution of such dispute it is determined that the payee Party (and/or a member of the payee Party's Group) was not entitled to all or a portion of the payment made by the payor Party, the payee Party shall repay (or cause to be repaid) such amounts to which it was not entitled, including interest, to the payor Party (or its designee), which amounts shall bear interest at a rate per annum equal to SOFR plus 2%, calculated for the actual number of days elapsed, accrued from the date on which such payment was made by the payor Party to the payee Party; provided, however, in the event that SOFR is no longer commonly accepted by market participants, then an alternative floating rate index that is commonly accepted by market participants, which SpinCo and RemainCo shall jointly determine, each acting in good faith.

(d) Without the Consent of the Party receiving any payment under this Agreement specifying otherwise, all payments to be made by RemainCo or SpinCo under this Agreement shall be made in U.S. dollars. Except as expressly provided herein, any amount which is not expressed in U.S. dollars shall be converted into U.S. dollars by using the Bloomberg fixing rate at 5:00 p.m. New York City Time on the day before the date the payment is required to be made or, as applicable, on which an invoice is submitted (provided, however, that with regard to any payments in respect of Indemnifiable Losses for payments made to third parties, the date shall be the day before the relevant payment was made to the third party) or in the Wall Street Journal on such date if not so published on Bloomberg. Except as expressly provided herein, in the event that any indemnification payment required to be made hereunder may be denominated in a currency other than U.S. dollars, the amount of such payment shall be converted into U.S. dollars on the date in which notice of the claim is given to the Indemnifying Party.

Section 10.13 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement (including adversely affecting the rights or ability of any Party to successfully pursue indemnification or payment pursuant to Article VI).

Section 10.14 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Time.

Section 10.15 Third Party Beneficiaries. Except (a) as provided in Article VI relating to Indemnitees and for the release under Section 6.1 of any Person provided therein, (b) as provided in Section 9.1(d) relating to insured persons and Section 9.5 relating to the directors, officers, employees, fiduciaries or agents provided therein, (c) as provided in Section 7.9 relating to RemainCo Counsel and (d) as specifically provided in any Ancillary Agreement, this Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement.

Section 10.16 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.17 Exhibits and Schedules. The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Nothing in the Exhibits or Schedules constitutes an admission of any Liability or obligation of any member of the RemainCo Group or the SpinCo Group or any of their respective Affiliates to any third party, nor, with respect to any third party, an admission against the interests of any member of the RemainCo Group or the SpinCo Group or any of their respective Affiliates. The inclusion of any item or Liability or category of item or Liability on any Exhibit or Schedule is made solely for purposes of allocating potential Liabilities among the Parties and shall not be deemed as or construed to be an admission that any such Liability exists.

Section 10.18 Governing Law. This Agreement, including all matters of construction, validity, interpretation, performance and enforceability, and any dispute arising directly or indirectly out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 10.19 Specific Performance. The Parties acknowledge and agree that irreparable harm would occur in the event that the Parties do not perform any provision of this Agreement in accordance with its specific terms or otherwise breach this Agreement and the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any Indemnifiable Loss. Accordingly, from and after the Effective Time, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article X (including after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all

such rights and remedies shall be cumulative. The Parties agree that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 10.20 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.21 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances (including with respect to the rights, entitlements, obligations and recoveries that may arise out of one or more of the following Sections: Section 6.2, Section 6.3 and Section 6.4).

Section 10.22 Public Announcements. From and after the Effective Time, RemainCo and SpinCo hereby agree to (a) coordinate with the other Party on the Parties' respective initial press releases with respect to the transactions contemplated herein and (b) that no press release or similar public announcement or external communication shall, if prior to, or after, the Effective Time, be made or be caused to be made (including by such Party's Affiliates) concerning the execution or performance of this Agreement until such Party has consulted with the other Party, and provided meaningful opportunity for review and given due consideration to reasonable comment by the other Party, except (x) as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system, (y) for disclosures made that are substantially consistent with disclosure contained in any Distribution Disclosure Document, or (z) as may pertain to disputes between one Party or any member of its Group, on the one hand, and the other Party or any member of its Group, on the other hand; provided that in the case of clause (z), any Party that intends to issue a press release or similar public announcement or external communication regarding such dispute shall provide reasonable advance written notice to the other Party in accordance with Section 10.6, which notice shall include a copy of the press release or similar public announcement or external communication, or where no such copy is available, a description of the press release or similar public announcement or external communication.

Section 10.23 Tax Treatment of Indemnity Payments. In the absence of any change in Tax treatment under the Code, any Indemnity Payment (other than any portion of a payment that represents interest accruing after the Distribution Date) shall be reported for Tax purposes by the payor and recipient as distributions or capital contributions, as appropriate, occurring immediately prior to the Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the

Regulations thereunder or Section 1.1502-33(d) of the Regulations (or under corresponding principles of other applicable Tax Laws)) or as payments of an assumed or retained liability, except as otherwise required by applicable Law or a Determination.

* * * * *

[*End of page left intentionally blank*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

HONEYWELL INTERNATIONAL INC.

By: /s/ Jake Wasserman
Name: Jake Wasserman
Title: Vice President & General Counsel, Mergers and Acquisitions

SOLSTICE ADVANCED MATERIALS INC.

By: /s/ David Sewell
Name: David Sewell
Title: President & Chief Executive Officer

TRANSITION SERVICES AGREEMENT

BY AND BETWEEN

HONEYWELL INTERNATIONAL INC.

AND

SOLSTICE ADVANCED MATERIALS INC.

DATED AS OF OCTOBER 30, 2025

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TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT (this "**Agreement**"), dated as of October 30, 2025 (the "**Effective Date**"), is entered into by and between Honeywell International Inc., a Delaware corporation ("**Honeywell**"), and Solstice Advanced Materials Inc. (f/k/a Solstice Advanced Materials, LLC), a Delaware corporation ("**SpinCo**") (together with Honeywell, the "**Parties**," and each individually a "**Party**").

RECITALS

WHEREAS, the Parties, among others, entered into that certain Separation and Distribution Agreement dated as of October 30, 2025 (as amended, modified or supplemented, and together with all exhibits and schedules thereto, the "**Separation Agreement**");

WHEREAS, Section 3.5 of the Separation Agreement contemplates that Honeywell and SpinCo will execute this Agreement, and this Agreement is being entered into by the Parties to satisfy the requirements described therein;

WHEREAS, Honeywell may provide certain services to SpinCo, as more particularly described in this Agreement, for a limited period of time following the Spin-Off; and

WHEREAS, each of Honeywell and SpinCo desires to reflect the terms of their agreement with respect to such services.

NOW, **THEREFORE**, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Separation Agreement. As used in this Agreement, the following terms have the respective meanings set forth below.

(a) "**Affiliate**" means, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party or member of either Group shall be deemed to be an Affiliate of the other Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of RemainCo or RemainCo's stockholders prior to, or in case of SpinCo's stockholders, after the Effective Date.

(b) "**Agreement**" has the meaning set forth in the Preamble to this Agreement.

(c) "**Certain Supplier Agreements**" means any contract or agreement of any member of the Honeywell Group with a Third Party set forth on Exhibit G or mutually agreed by the Parties in writing to constitute a Certain Supplier Agreement during the one (1) year period following the Effective Date.

(d) "**Confidential Information**" has the meaning set forth in Section 5.1.

(e) "**Cost of Services**" means, with respect to each Service, the amount specified with respect to such Service in Exhibit A to be paid by the Service Recipient in respect of such Service to the Service Provider of such Service.

(f) "**Data Transfer Agreement**" means the data transfer agreement set forth in Exhibit B.

(g) "**Designated Work Product**" means the work product developed during the term of this Agreement for the Service Recipient's exclusive use as part of the provision of Services hereunder and that are listed or described on Exhibit D.

(h) "**Disclosing Party**" has the meaning set forth in Section 5.2.

(i) "**Effective Date**" has the meaning set forth in the Preamble.

(j) "**Excluded Services**" has the meaning set forth in Section 2.1(l).

(k) "**Force Majeure Event**" has the meaning set forth in Section 10.2.

(l) "**Group**" means either the RemainCo Group (as defined in the Separation Agreement, and for purposes of this Agreement, the "**Honeywell Group**") or the SpinCo Group, as the context requires.

(m) "**Honeywell**" has the meaning set forth in the preamble.

(n) "**Hourly Services**" has the meaning set forth in Section 4.1(b).

(o) "**Hourly Services Expenses**" has the meaning set forth in Section 4.1(b).

(p) "**Indemnitee**" means a Honeywell Indemnitee or a SpinCo Indemnitee, as the context requires.

(q) "**Interruption**" has the meaning set forth in Section 2.1(i).

(r) "**IT Agreements**" has the meaning set forth in Section 3.3.

(s) "**Omitted Services**" has the meaning set forth in Section 2.2(a).

(t) "**Outside Date**" has the meaning set forth in Section 6.1.

(u) "**Party**" and "**Parties**" have the meaning set forth in the preamble.

(v) "**Personal Data**" has the meaning set forth in the Data Transfer Agreement.

(w) "**Preliminary Dispute Notice**" has the meaning set forth in Section 9.2.

(x) "**Preliminary Dispute Notice**" has the meaning set forth in Section 9.2.

(y) "**Prime Rate**" has the meaning set forth in Section 4.2(a).

(z) "**Processed**" has the meaning set forth in the Data Transfer Agreement.

(aa) "**Project Work**" has the meaning set forth in Section 2.3.

(bb) "**Project Work Request**" has the meaning set forth in Section 2.3.

(cc) "**Receiving Party**" has the meaning set forth in Section 5.2.

(dd) "**Resolution Committee**" has the meaning set forth in Section 9.2.

(ee) "**Sales and Services Taxes**" has the meaning set forth in Section 4.1(c).

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

(gg) "**Service Charge**" has the meaning set forth in Section 4.1(a).

(hh) "**Service Coordinator**" has the meaning set forth in Section 2.1(b).

(ii) "**Service Provider**" means any member of the Honeywell Group in its capacity as the provider of any Services to any member of the SpinCo Group.

(jj) "**Service Recipient**" means any member of the SpinCo Group in its capacity as the recipient of any Services from any member of the Honeywell Group.

(kk) "**Service Term**" means a period of six (6) months from the Effective Date (or such other period of time that each Service shall be provided hereunder as set forth for each Service on Exhibit A).

(ll) "**Services**" means the individual services set forth on Exhibit A.

(mm) "**Shutdown**" has the meaning set forth in Section 2.1(h).

(nn) "**SpinCo**" has the meaning set forth in the preamble.

(oo) "**Sub-Contractor**" has the meaning set forth in Section 2.1(d).

(pp) "**Tax**" has the meaning set forth in the Tax Matters Agreement.

(qq) "**Termination Charges**" has the meaning set forth in Section 6.4(d).

(rr) "**Third Party**" means any Person other than Honeywell, SpinCo and their respective Affiliates.

(ss) "**Third-Party Expenses**" has the meaning set forth in Section 4.1(b).

Section 1.2 References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, clause, Exhibit and Schedule are references to the Articles, Sections, paragraphs, clauses, Exhibits and Schedules to this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) the Parties have each participated in the negotiation and drafting of this Agreement, and except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) the use of the phrases "the date of this Agreement", "the date hereof", "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (n) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually follow such phrase; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (p) any consent given by any party hereto pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party.

ARTICLE II
SERVICES

Section 2.1 Provision of Services.

(a) Commencing as of the Effective Date, (i) Honeywell shall, and shall cause the applicable members of the Honeywell Group to, provide or otherwise make available, as the Service Provider under this Agreement, to SpinCo and the applicable members of the SpinCo Group the Services, and (ii) SpinCo shall pay, perform, discharge and satisfy, as and when due, its and their respective obligations as the Service Recipient under this Agreement, in each case in accordance with the terms of this Agreement.

(b) The Service Recipient and the Service Provider shall cooperate in good faith with each other in connection with the performance of the Services hereunder. Each of Honeywell and SpinCo agrees to appoint an employee representative (each such representative, a "**Service Coordinator**") who will have overall responsibility for implementing, managing and coordinating the Services pursuant to this Agreement on behalf of Honeywell and SpinCo, respectively. Initially, the Service Coordinators will be the individuals set forth on Exhibit E. Either Party may change its designated Service Coordinator at any time upon notice given to the other Party in accordance with Section 10.6. The Service Coordinators will consult and coordinate with each other on a regular basis, and no less frequently than monthly, during the term of this Agreement.

(c) The Service Provider shall determine the personnel who shall perform the Services to be provided by it. All personnel providing Services will remain at all times, and be deemed to be, employees or representatives solely of the Service Provider, responsible for providing such Services (or its Affiliates or Sub-Contractors) for all purposes, and not to be deemed employees or representatives of the Service Recipient. The Service Provider (or its Affiliates or Sub-Contractors) will be solely responsible for payment of (i) all compensation, (ii) all disability, withholding and other employment taxes and (iii) all medical benefit premiums, vacation pay, sick pay and other employee benefits payable to or with respect to personnel who perform Services on behalf of such Service Provider. All such personnel will be under the sole direction, control and supervision of the Service Provider and the Service Provider has the sole right to exercise all authority with respect to the employment, substitution, termination, assignment and compensation of such personnel.

(d) The Service Provider may, at its option, from time to time, delegate or subcontract any or all of its obligations to perform Services under this Agreement to any one or more of its Affiliates or engage the services of other professionals, consultants or other third parties (each, a "**Sub-Contractor**") in connection with the performance of the Services; provided, however, that (i) the Service Provider shall remain ultimately responsible for ensuring that its obligations with respect to the nature, scope, quality and other aspects of the Services are satisfied with respect to any Services provided by any such Sub-Contractor and shall be liable for any failure of a Sub-Contractor to so satisfy such obligations (or if a Sub-Contractor otherwise breaches any provision hereof) and (ii) any such Third-Party Sub-Contractor agrees in writing to be bound by confidentiality provisions at least as restrictive to it as the terms of Article V of this Agreement. Except as agreed by the Parties in Exhibit A or otherwise in writing, and subject to Section 2.1(f), any costs associated with engaging the services of a Sub-Contractor shall not affect the Cost of Services payable by the Service Recipient under this Agreement, and the Service Provider shall remain solely responsible with respect to payment for such Sub-Contractor's costs, fees and expenses.

(e) The Services shall be performed in substantially the same manner, scope, time frame, nature and quality, with the same care, and to the same extent and service level as such Services (or substantially similar services) were provided to the SpinCo Business as of immediately prior to the Effective Date, unless the Services are being provided by a Sub-Contractor who is also providing the same services to the Service Provider or a member of such Service Provider's Group, in which case the Services shall be performed for the Service Recipient in the same manner, scope, time frame, nature and quality, with the same care, and to

the same extent and service level as they are being performed for the Service Provider or such member of such Service Provider's Group, as applicable. If the Service Provider has not provided such Services (or substantially similar services) to the SpinCo Business as of immediately prior to the Effective Date and such Services are not being performed by a Sub-Contractor who is also providing the same services to such Service Provider's Group, then the Services shall be performed in a competent and professional manner consistent with industry standards. The Services shall be used solely for the operation of the SpinCo Business for substantially the same purpose as used by the Service Recipient immediately prior to the Effective Date.

(f) The Parties acknowledge that the Service Provider may make changes from time to time in the manner of performing Services (including in respect of those Services provided by a Sub-Contractor) if the Service Provider is making similar changes in performing the same or substantially similar Services for itself or other members of its Group; provided, however, that, unless expressly contemplated in Exhibit A, such changes shall not materially affect the Cost of Services for such Service payable by the Service Recipient under this Agreement or materially decrease the manner, scope, time frame, nature, quality or level of the Services provided to the Service Recipient, except (i) upon prior written approval of the Service Recipient, which approval shall not be unreasonably withheld, conditioned or delayed and (ii) any actual and reasonable increase to the Service Provider in the cost of providing a Service may be charged to the Service Recipient on a pass-through basis to the extent such actual and reasonable increase is applied on a non-discriminatory basis as compared to the Honeywell Group.

(g) Nothing in this Agreement shall be deemed to require the provision of any Service by the Service Provider (or any Affiliate or Sub-Contractor of the Service Provider) to the Service Recipient if the provision of such Service would reasonably be expected to require the Consent of any Person (including any Governmental Authority), whether under applicable Law, by the terms of any contract to which such Service Provider or any other member of its Group is a party or otherwise, unless and until, subject to the remainder of this Section 2.1(g), such Consent has been obtained. The Service Provider shall use commercially reasonable efforts to obtain any Consent of any Person necessary for the performance of the Service Provider's obligations pursuant to this Agreement. Any fees, expenses or extra costs incurred in connection with obtaining any such Consents shall be paid by the Service Recipient, and the Service Recipient shall use commercially reasonable efforts to provide assistance as necessary in obtaining such Consents. In the event that the Consent of any Person, if required in order for the Service Provider to provide Services, is not obtained reasonably promptly (any in any event within thirty (30) days) after the Effective Date by the Service Provider, the Service Provider shall notify the Service Recipient and the Service Provider is excused from providing the Service that requires such unobtainable Consent; provided that the Parties shall cooperate in devising an alternative manner for the provision of the Services affected by such failure to obtain such Consent and the Cost of Services associated therewith, such alternative manner and Cost of Services to be reasonably satisfactory to both Parties and agreed to in writing. If the Parties elect such an alternative plan, the Service Provider shall provide the Services in such alternative manner and the Service Recipient shall pay for such Services based on the alternative Cost of Services. The Services shall not include, and no Service Provider (or any Affiliate or Sub-Contractor of a Service Provider) shall be obligated to provide, any service the provision of which to the Service Recipient following the Effective Date would constitute a violation of any

Law. In addition, notwithstanding anything to the contrary herein, the Service Provider (and the Affiliates and Sub-Contractors of the Service Provider) will not be required to perform or to cause to be performed any of the Services for the benefit of any Third Party or any other Person other than the Service Recipient. To the extent that any Third-Party proprietor of information or software to be disclosed or made available to the Service Recipient in connection with performance of the Services hereunder requires a specific form of non-disclosure agreement as a condition to its Consent to use the same for the benefit of the Service Recipient, or to permit the Service Recipient access to such information or software, the Service Recipient shall, as a condition to the receipt of such portion of the Services, execute (and shall cause its employees and Affiliates to execute, if required) any such form.

(h) If the Service Provider determines that it is necessary or appropriate to temporarily suspend a Service due to scheduled or emergency maintenance, modification, repairs, alterations or replacements (any such event, a "**Shutdown**"), the Service Provider shall use commercially reasonable efforts to provide the Service Recipient with reasonable prior notice of such Shutdown (including information regarding the nature and the projected length of such Shutdown), unless it is not reasonably practicable under the circumstances to provide such prior notice, and thereafter the Service Provider shall use commercially reasonable efforts to cooperate with the Service Recipient to minimize any impact on the Services caused by such Shutdown.

(i) The Parties acknowledge that there may be unanticipated temporary interruptions in the provision of a Service, in each case for a period of less than forty-eight (48) hours (any such event, an "**Interruption**"). The Service Provider shall use commercially reasonable efforts to provide the Service Recipient with notice of such Interruption as soon as possible (including information regarding the nature and the projected length of such Interruption), and thereafter such Service Provider shall use commercially reasonable efforts to cooperate with the Service Recipient to minimize any impact on the Services caused by such Interruption. The Service Provider shall not be excused from performance if it fails to use commercially reasonable efforts to remedy the situation causing such Interruption.

(j) In the event the obligations of the Service Provider to provide any Service shall be suspended in accordance with Section 2.1(h) or Section 2.1(i), the Service Provider and its Affiliates shall not have any liability whatsoever to the Service Recipient arising out of or relating to such suspension of the Service Provider's provision of such Service, except to the extent resulting from a breach by the Service Provider of any agreement or covenant required to be performed or complied with by the Service Provider pursuant to Section 2.1(h) or Section 2.1(i) (but subject to the other limitations on liability set forth in this Agreement).

(k) Neither Party nor any of their respective Affiliates shall have any obligation to purchase, upgrade, enhance or otherwise modify any computer hardware, software or network environment currently used by such Party or such Party's Affiliates, or to provide any support or maintenance services for any computer hardware, software or network environment that has been upgraded, enhanced or otherwise modified from the computer hardware, software or network environments that are currently used by such Party or such Party's Affiliates.

(l) Notwithstanding anything to the contrary herein, the Services shall not include, and the Service Provider shall have no obligation to provide hereunder, any legal advice, tax advice, financial advice, accounting advice, or any other services identified on Exhibit C (the "**Excluded Services**").

Section 2.2 Service Amendments and Additions.

(a) Within the first forty-five (45) days following the Effective Date, the Service Recipient may request the Service Provider to provide services that (i) were provided to the SpinCo Business within the twelve (12) months prior to the Effective Date, (ii) are reasonably necessary for the operation of the SpinCo Business, as applicable, as conducted as of the Effective Date, and (iii) are not Excluded Services (any such validly requested services, "**Omitted Services**"). Any request for an Omitted Service shall be in writing and shall specify, as applicable, (A) the type and the scope of the requested service, (B) who is requested to perform the requested service, (C) where and to whom the requested service is to be provided, (D) the proposed term for the requested service, and (E) the proposed service fees payable for such requested service.

(b) The Service Provider has the sole right to, and in its sole discretion may, agree to provide (or decline to provide) an Omitted Service. In the event that the Service Provider agrees to provide Omitted Services, then the Parties shall in good faith negotiate an amendment to Exhibit A, which will describe in detail the service, project scope, term, price and payment terms to be charged for such Omitted Services. Once agreed to in writing, the amendment to Exhibit A shall be deemed part of this Agreement as of such date and such Omitted Services shall be deemed "Services" provided hereunder, in each case subject to the terms and conditions of this Agreement; provided, however, that the Service Provider shall not be required to provide any Omitted Services, at any price, that would prevent, or be reasonably likely to prevent, or be inconsistent with the qualification of the Distribution for its Intended Tax Treatment (as defined in the Tax Matters Agreement).

(c) Section 2.2(a) and Section 2.2(b) shall apply, *mutatis mutandis*, to any request of Honeywell to SpinCo to provide services under this Agreement. In the event that SpinCo agrees to provide any such services to Honeywell, the terms and conditions of this Agreement shall apply, *mutatis mutandis*, solely in respect of such services, to SpinCo as the Service Provider of such services and to Honeywell as the Service Recipient of such services.

Section 2.3 Migration Projects. Prior to the end of the applicable Service Term, the Service Provider will provide the Service Recipient (subject to the remainder of this Section 2.3), upon written request from the Service Recipient (the "**Project Work Request**"), with such reasonable support as may be necessary to migrate the Services to the Service Recipient's internal organization or to a Third-Party provider (the "**Project Work**"), including, without limitation, exporting and providing (subject to applicable Law and the Data Transfer Agreement) all relevant data and information of the Service Recipient from the systems of the Service Provider or any party performing the Services on its behalf. After the Service Provider receives a Project Work Request, the Parties shall meet to discuss and agree on the scope and cost of the Project Work, taking into consideration the Service Provider's then-available resources (and for clarity, the Service Provider shall not be obligated to perform such Project Work unless and until the

Parties, in good faith, so mutually agree on such scope and costs of such Project Work). Where required for migrating the Services in connection with Project Work, the Service Recipient's personnel will be granted reasonable access to the respective facilities of the Service Provider during normal business hours. Project Work may be out-sourced to external service partners (including those involving conversion programs or other programming, or extraordinary management supervision or coordination); provided that the Parties shall be responsible for the performance or non-performance of such partners. The Service Recipient shall pay its internal costs incurred in connection with all Project Work performed by its personnel and the internal costs of the Service Provider and the cost of all Third-Party providers engaged in completing a Project Work all shall be charged by the Service Provider to the Service Recipient on a pass-through basis. For the avoidance of doubt, any portion of the cost of Project Work associated with the setup of the Service Recipient's data warehousing infrastructure or hosting environment shall be charged by the Service Provider to the Service Recipient on a pass-through basis.

Section 2.4 No Management Authority. The Service Provider (or any Affiliate or Sub-Contractor of the Service Provider) shall not be authorized by, or shall have any responsibility under, this Agreement to manage the affairs of the business of the Service Recipient, or to hold itself out as an agent or representative of the Service Recipient.

Section 2.5 Acknowledgment and Representation. Each Party understands that the Services provided hereunder are transitional in nature. Each Party understands and agrees that the other Party is not in the business of providing Services to Third Parties and, except as set forth in Section 6.2, that neither Party has any interest in continuing (i) any Service beyond the Service Term for such Service or (ii) this Agreement beyond the expiration of all Service Terms, the Outside Date, or the earlier termination of all Services in accordance with Article VI. As a result, the Parties have allocated responsibilities and risks of loss and limited liabilities of the Parties as stated in this Agreement based on the recognition that each Party is not in the business of providing Services to Third Parties. Such allocations and limitations are fundamental elements of the basis of the bargain between the Parties and neither Party would be able or willing to provide the Services without the protections provided by such allocations and limitations. During the term of this Agreement, the Service Recipient agrees to work diligently and expeditiously to establish its own logistics, infrastructure and systems to enable a transition to its own internal organization or other Third-Party providers of the Services and agrees to use its reasonable good faith efforts to reduce or eliminate its and its Affiliates' dependency on the Service Provider's provision of the Services as soon as is reasonably practicable.

ARTICLE III
ADDITIONAL ARRANGEMENTS

Section 3.1 Cooperation and Access.

(a) The Service Recipient shall cooperate with the Service Provider to the extent necessary or appropriate to facilitate the performance of the Services in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, (i) each Party shall make available on a timely basis to the other Party all information and materials requested by such Party to the extent reasonably necessary for the performance or receipt of the Services, (ii) each Party shall, and shall cause the members of its Group to, upon reasonable notice, give or

cause to be given to the other Party and its Affiliates and Sub-Contractors reasonable access, during regular business hours and at such other times as are reasonably required, to the relevant premises and personnel to the extent reasonably necessary for the performance or receipt of the Services and (iii) each Party shall, and shall cause the members of its Group to, give the other Party and its Affiliates and Sub-Contractors reasonable access to, and all necessary rights to utilize, such Party's, and its Group's, information, facilities, personnel, assets, systems and technologies to the extent reasonably necessary for the performance or receipt of the Services.

(b) The Service Recipient shall (and shall cause the members of its Group and its personnel and the personnel of its Affiliates and Sub-Contractors providing or receiving Services to): (i) not attempt to obtain access to or use any information technology systems of the Service Provider or any member of the Honeywell Group, or any Confidential Information, Personal Data or competitively sensitive information owned, used or Processed by the Service Provider, except where it has been granted in writing the right to do so or, to the extent reasonably necessary to do so, to receive the Services; (ii) maintain reasonable security measures to protect the systems of the Service Provider and the members of its Group to which it has access pursuant to this Agreement from access by unauthorized Third Parties; (iii) comply with applicable Laws and all of the Service Provider's security rules, access agreements, and procedures for restricting access and use, when allowed, to such Service Provider's information technology systems; (iv) when on the property of the Service Provider or any of its Affiliates, or when given access to any facilities, infrastructure or personnel of the Service Provider or any of its Affiliates, follow applicable Laws and all of the Service Provider's policies and procedures concerning health, safety, conduct and security which are made known to the Service Recipient receiving such access from time to time; (v) limit each user's access to information for which each user has a bona fide business need to access; and (vi) not disable, damage or erase or disrupt, interfere with or impair the normal operation of the information technology systems of the Service Provider or any member of its Group.

(c) The Service Provider shall (i) notify the Service Recipient of any confirmed misuse, disclosure or loss of, or inability to account for, any Personal Data or any confidential or competitively sensitive Information, and any confirmed unauthorized access to the Service Provider's facilities, systems or network, in each case, solely to the extent related to the Service Recipient; and (ii) subject to applicable Law, use commercially reasonable efforts to comply with any reasonable requests to assist the Service Recipient with its electronic discovery obligations related to Services provided to the Service Recipient; provided that the Service Recipient agrees to reimburse the Service Provider for time spent and actual travel expenses incurred for such response.

(d) In the event of a security breach that relates to the Services, the Parties shall, subject to any applicable Law, reasonably cooperate with each other regarding the timing and manner of (i) notification to their respective customers, potential customers, employees or agents concerning a breach or potential breach of security and (ii) disclosures to appropriate Governmental Authorities.

(e) Notwithstanding anything to the contrary in this Agreement (but subject to the following proviso), any Personal Data transferred or otherwise made available to the other Party in connection with the Services shall be subject to the Data Transfer Agreement, and each Party

agrees to abide by the applicable provisions thereof, to the extent related to such data; provided, however, that any Personal Data provided by the Service Recipient to the Service Provider under this Agreement shall only be used to the extent reasonably necessary for the Service Provider to provide Services and solely for the applicable term of such Services.

Section 3.2 Intellectual Property.

(a) Each Party, on behalf of itself and its Affiliates, hereby grants to the other Party and to its Affiliates and Sub-Contractors providing Services under this Agreement a non-exclusive, nontransferable, world-wide, royalty-free, sublicensable license, for the term of this Agreement, to use the intellectual property owned by such Party and the members of its Group solely to the extent necessary for (and solely for the purposes of) the other Party and the members of its Group to perform their obligations hereunder or receive the Services provided hereunder, as applicable.

(b) Subject to the terms of the Separation Agreement, the Service Provider acknowledges and agrees that the Designated Work Product is and shall remain the exclusive property of the applicable Service Recipient. The Service Provider acknowledges and agrees that, to the fullest extent permitted under applicable Law, the Designated Work Product is a "work made for hire," as that phrase is defined in the Copyright Act of 1976 (17 U.S.C. §101), for the Service Recipient. To the extent title to any Designated Work Product vests in the Service Provider by operation of Law, in its capacity as the Service Provider, hereby assigns (and shall cause any such other Service Provider, and any Affiliate or Sub-Contractor of such Service Provider, to assign) to the Service Recipient all right, title and interest in and to such Designated Work Product, and the Service Provider shall (and shall cause any Affiliate or Sub-Contractor of such Service Provider to) provide such assistance and execute such documents as the Service Recipient may reasonably request to assign to the relevant Service Recipient all right, title and interest in and to such work product. The Service Recipient acknowledges and agrees that it will acquire no right, title or interest to any work product resulting from the provision of the Services hereunder that is not Designated Work Product, and such work product shall remain the exclusive property of the Service Provider.

(c) The Parties acknowledge that it may be necessary for each of them to make proprietary or Third-Party software available to the other in the course and for the purpose of performing or receiving Services (as applicable), subject to Section 2.1(g) in the case of Third-Party software. Each Party (i) shall comply with all known license terms and conditions applicable to any and all proprietary or Third-Party software made available to such Party by the other Party in the course of the provision or receipt (as applicable) of Services hereunder and (ii) agrees that it shall use reasonable efforts to identify and provide to the other Party a copy of the applicable license terms (or, solely with respect to open source software or other software with publicly available license terms, information sufficient to direct such other Party to a copy thereof) for any and all proprietary or Third-Party software first made available to such other Party as of or after the Effective Date, solely to the extent such provision would not violate the providing Party's duty of confidentiality owed to any Third Party.

(d) Except as expressly specified in this Section 3.2, nothing in this Agreement will be deemed to grant one Party, by implication, estoppel or otherwise, any license rights,

ownership rights or other rights in any intellectual property owned by the other Party (or any Affiliate or Sub-Contractor of the other Party).

Section 3.3 IT Agreements. The Service Recipient acknowledges and agrees that the Services provided by the Service Provider through Third Parties or using Third-Party Intellectual Property are subject to the terms and conditions of any applicable agreements between the Service Provider and such Third Parties (such agreements, the "**IT Agreements**"), as set forth on Exhibit F. The Service Provider shall use commercially reasonable efforts to obtain any Consent of any Person that may be necessary for the performance of the Service Provider's obligations pursuant to this Agreement in accordance with Section 2.1(g) (it being understood that the Service Recipient shall only be granted access to IT Agreements during the term of this Agreement, and upon expiration of the applicable service term shall procure its own standalone license with the applicable Third-Party provider).

Section 3.4 Certain Supplier Agreements. For a period of one (1) year following the Effective Date, Honeywell shall, and shall cause the members of the Honeywell Group to, cooperate in any reasonable and permissible arrangement to provide that SpinCo and the other members of the SpinCo Group shall receive the interest in the benefits and obligations under the Certain Supplier Agreements in accordance with the provisions of such Certain Supplier Agreement. Payments due to a Third Party for use of the Certain Supplier Agreements by the SpinCo Business shall either, at Honeywell's sole option, be (i) paid by the member of the SpinCo Group receiving the benefit of such Certain Supplier Agreement or (ii) paid by a member of the Honeywell Group and charged by Honeywell to SpinCo on a pass-through basis. Any internal or Third-Party costs incurred by Honeywell in connection with Honeywell's cooperation in accordance with this Section 3.4 shall be charged by Honeywell to SpinCo on a pass-through basis. Without limiting SpinCo's obligations under Article VIII, SpinCo shall indemnify and hold harmless the member of the Honeywell Group party to such Certain Supplier Agreement for any Liability arising out of, in connection with or by reason of SpinCo's use of the Certain Supplier Agreements and Honeywell's cooperation in accordance with this Section 3.4.

ARTICLE IV
COMPENSATION

Section 4.1 Compensation for Services. In each case except as expressly provided in Exhibit A:

(a) As compensation for each Service rendered pursuant to this Agreement, the Service Recipient shall be required to pay to the Service Provider a fee for the Service equal to the Cost of Services specified for such Service in Exhibit A (each fee, together with any applicable Third-Party Expenses and Hourly Services Expenses, constituting a "**Service Charge**").

(b) For Services with fees determined on an hourly basis (the "**Hourly Services**"), the Cost of Services are exclusive of any Third-Party fees, costs and expenses that may be incurred by the Service Provider or any Sub-Contractor in connection with performing the Services (such fees, costs and expenses, "**Third-Party Expenses**"). All of the fees determined on an hourly basis described in this Section 4.1(b) ("**Hourly Services Expenses**") shall be

charged by the Service Provider to the Service Recipient on a pass-through basis. For the avoidance of doubt, the Hourly Services Expenses shall be consistent with the Service Provider's general approach with respect to such types of costs and expenses; provided that with respect to any Service, the Service Recipient's prior written approval shall be required to the extent that Hourly Services Expenses exceed fifteen percent (15%) of the Service Charge paid and payable to the Service Provider for such Service in any calendar quarter. At Service Provider's option, Third-Party Expenses may be designated as pass-through charges to be paid directly by Service Recipient to the applicable Third-Party or may be initially paid by Service Provider and invoiced to Service Recipient in accordance with Section 4.2.

(c) The Service Charge shall be exclusive of Taxes. The amount of any and all sales, value-added, goods and services or similar Taxes that are assessed, imposed, sustained, incurred, levied and measured on or by: (i) the cost, value or price of Services provided by the Service Provider under this Agreement or (ii) the Service Provider's cost of acquiring property or services used or consumed by the Service Provider in providing Services under this Agreement ("**Sales and Service Taxes**") shall be borne by the Service Recipient. To the extent such Sales and Service Taxes are borne by the Service Provider, such Taxes shall be promptly paid to the Service Provider by the Service Recipient in accordance with Section 4.2 or as otherwise mutually agreed in writing by the Parties. For the avoidance of doubt, such payment shall be in addition to the Service Charge, without duplication of any applicable Cost of Services set forth in Exhibit A. Notwithstanding the foregoing, (i) in the case of value-added Taxes, the Service Recipient shall not be obligated to pay such Taxes, unless the Service Provider has issued to the Service Recipient a valid value-added Tax invoice in respect thereof, and (ii) in the case of all Sales and Service Taxes, the Service Recipient shall not be obligated to pay such Taxes if and to the extent that the Service Recipient has provided any valid exemption certificates or other applicable documentation that would eliminate or reduce the obligation to collect or pay such Taxes, to the extent permitted by applicable Law. At the Service Recipient's reasonable request and sole expense, (i) the Parties shall cooperate in good faith to reduce or eliminate any Sales and Service Taxes and (ii) the Service Provider shall reasonably cooperate with Service Recipient in Service Recipient's pursuit of the refund of any Sales and Service Taxes; provided, that in the event that the Service Provider receives a refund of any Sales and Service Taxes paid to the Service Provider by the Service Recipient pursuant to this Section 4.1(c) and previously remitted to the applicable Governmental Authority, the Service Provider shall promptly surrender such refund to Service Recipient.

(d) Each of the Service Provider and Service Recipient shall pay and be responsible for all Taxes (other than such Taxes described in Section 4.1(c)) applicable to each of them in connection with this Agreement, including Taxes based on their own respective net income or profits or assets.

(e) Either Party shall have the right to deduct or withhold from any amounts payable under this Agreement such amounts as are required by applicable Law to be deducted or withheld with respect thereto and, to the extent such deducted or withheld amounts are duly and timely remitted to the appropriate Governmental Authority, such deducted or withheld amounts shall be treated as paid to the Person in respect of which such deduction or withholding was made for all purposes of this Agreement. The Parties shall cooperate in good faith to reduce or eliminate withholding with respect to any amounts payable under this Agreement.

Notwithstanding the foregoing, if the Service Provider reasonably believes that a reduced rate of withholding applies or the Service Provider is exempt from withholding, then the Service Provider shall notify the Service Recipient and the Service Recipient shall, to the extent permitted by applicable Law, apply such reduced rate of withholding or no withholding at such time as the Service Provider has provided the Service Recipient with evidence reasonably satisfactory to the Service Recipient that a reduced rate of withholding is required (and that all necessary administrative provisions or requirements have been completed). The Service Recipient shall duly and timely remit to the appropriate Governmental Authority any amounts required to be deducted or withheld and shall promptly provide to Service Provider receipts or other documents evidencing such payment of any such deducted or withheld amount to the applicable Governmental Authority. The Service Recipient shall not be required in any circumstances to pursue any refund of Taxes so deducted or withheld and paid over to a Governmental Authority; provided, that (i) the Service Recipient shall, at the Service Provider's reasonable request and sole expense, cooperate with the Service Provider in the Service Provider's pursuit of such refund of Taxes, and (ii) in the event that the Service Recipient receives a refund of any amounts previously withheld from payments to Service Provider and remitted to the applicable Governmental Authority, the Service Recipient shall promptly surrender such refund to the Service Provider.

(f) Each of the Service Provider and Service Recipient shall promptly notify the other of any deficiency claim or similar notice by a Governmental Authority with respect to Sales and Service Taxes or withholding on any amounts payable under this Agreement, and shall provide the other with such information as reasonably requested from time to time, and shall fully cooperate with the other Party, as applicable, in connection with (i) the reporting of, (ii) any audit relating to, and (iii) any assessment, refund, claim or proceeding relating to, in each case, such Sales and Service Taxes or withholding.

(g) Except as otherwise specifically provided in this Agreement, Tax matters shall be exclusively governed by the Tax Matters Agreement and, in the event of any inconsistency between the Tax Matters Agreement and this Agreement, the Tax Matters Agreement shall control.

Section 4.2 Payment Terms.

(a) The Service Provider shall bill the Service Recipient monthly in U.S. Dollars, within thirty (30) business days after the end of each month, or at such other interval specified with respect to a particular Service in Exhibit A at an amount equal to the aggregate Service Charges due for all Services provided in such month or other specified interval, as applicable, *plus* any Taxes. Invoices shall set forth a description of the Services provided and reasonable documentation to support the charges thereon, which invoice and documentation shall be in the same level of detail and in accordance with the procedures for invoicing as provided to the Service Provider's other businesses. Invoices shall be directed to the Service Coordinator appointed by Honeywell or SpinCo, as applicable, or to such other Person designated in writing from time to time by such Service Coordinator. The Service Recipient shall pay such amount in full within thirty (30) days after receipt of each invoice by wire transfer of immediately available funds to the account designated by the Service Provider for this purpose. If the thirtieth (30th) day falls on a weekend or a holiday, the Service Recipient shall pay such amount on or before

the following business day. Each invoice shall set forth in reasonable detail the calculation of the charges and amounts and applicable Sales and Service Taxes for each Service during the month or other specified interval to which such invoice relates. In addition to any other remedies for non-payment, if any payment is not received by the Service Provider on or before the date such amount is due, then a late payment interest charge, calculated at the annual rate equal to the "**Prime Rate**" as reported on the thirtieth (30th) day after the date of the invoice in *The Wall Street Journal* (or, if such day is not a business day, the first business day immediately after such day), calculated on the basis of a year of 360 days and the actual number of days elapsed between the end of the thirty (30)-day payment period and the actual payment date, shall immediately begin to accrue and any such late payment interest charges shall become immediately due and payable in addition to the amount otherwise owed under this Agreement. The Service Recipient may elect by written notice to the Service Provider to have invoices directed to and paid by any of the Service Recipient's Affiliates and, in such event, the Service Recipient will make appropriate arrangements for the internal allocation of such invoiced costs within its Group. The Parties shall cooperate to achieve an invoicing structure that minimizes taxes for both Parties, including by implementing a local-to-local invoicing structure where applicable.

(b) The Service Recipient shall notify the Service Provider promptly, and in no event later than thirty (30) days following receipt of the Service Provider's invoice, of any amounts disputed in good faith. If the Service Recipient does not notify the Service Provider of any disputed amounts within such thirty (30)-day period, then the Service Recipient will be deemed to have accepted the Service Provider's invoice. Any objection to the amount of any invoice shall be deemed to be a Dispute hereunder subject to the provisions applicable to Disputes set forth in Article IX. The Service Recipient shall pay any undisputed amount, and all Taxes (whether or not disputed), in accordance with this Section 4.2. The Service Provider shall, upon the written request of the Service Recipient, furnish such reasonable documentation to substantiate the amounts billed, including listings of the dates, times and amounts of the Services in question where applicable and practicable. The Service Recipient may withhold any payments subject to a Dispute other than Taxes; provided that any disputed payments, to the extent ultimately determined to be payable to the Service Provider, shall bear interest as set forth in Section 4.2(a).

(c) Subject to Section 4.2(b), the Service Recipient shall not withhold any payments to the Service Provider under this Agreement in order to offset payments due to such Service Recipient pursuant to this Agreement, the Separation Agreement, any Ancillary Agreement or otherwise, unless such withholding is mutually agreed by the Parties or is provided for in the final ruling of a court having jurisdiction pursuant to Section 10.15. Any required adjustment to payments due hereunder will be made as a subsequent invoice.

Section 4.3 DISCLAIMER OF WARRANTIES. WITHOUT LIMITATION TO THE COVENANTS RELATING TO THE PROVISION OF SERVICES SET FORTH IN SECTION 2.1(e), THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT ARE FURNISHED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. NO MEMBER OF THE HONEYWELL GROUP, AS SERVICE PROVIDER, MAKES ANY REPRESENTATION

OR WARRANTY THAT ANY SERVICE COMPLIES WITH ANY LAW, DOMESTIC OR FOREIGN.

Section 4.4 Books and Records. Each Party shall, and shall cause the members of its respective Group to, maintain complete and accurate books of account as necessary to support calculations of the Cost of Services for Services rendered or received under this Agreement. Each Party shall make such books available to the other Party, upon reasonable notice and during normal business hours; provided, however, that to the extent such books contain Information relating to any other aspect of a Party's respective business unrelated to this Agreement, the Parties shall negotiate in good faith a procedure to provide the requesting Party with necessary access while preserving the confidentiality of such other records.

ARTICLE V
CONFIDENTIALITY

Section 5.1 Confidential Information. As used herein, "**Confidential Information**" means any confidential and proprietary information of a Party or Third Party, regardless of form, which such Party considers to be confidential and proprietary, including information that: (a) if disclosed in writing, is labeled as "confidential" or "proprietary"; (b) if disclosed orally, is designated confidential at disclosure; (c) by nature or the circumstances of its disclosure, should reasonably be considered as confidential; or (d) constitutes information or data related to the Services, including Know-How, trade secrets, algorithms, source code, product/service specifications, prototypes, product roadmaps, Software, product pricing, marketing plans, financial data, personnel statistics, methods of manufacturing and processing, techniques, research, development, inventions (whether or not patentable and whether or not reduced to practice), data, ideas, concepts, drawings, designs and schematics. Notwithstanding the foregoing, the term "Confidential Information" shall not include information which: (i) rightfully becomes publicly available other than by a breach of a duty to the Disclosing Party or violation of Law; (ii) is rightfully received by the Receiving Party from a Third Party without any obligation of confidentiality; (iii) as evidenced by the Receiving Party's written records, is rightfully known to the Receiving Party without any limitation on use or disclosure prior to its receipt from the Disclosing Party; or (iv) is independently developed by or on behalf of the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party as shown by competent evidence.

Section 5.2 Confidentiality Obligations. Each Party and its Affiliates that receives, obtains or otherwise become aware of under or in connection with this Agreement (the "**Receiving Party**") any Confidential Information of the other Party or its Affiliates (the "**Disclosing Party**"), respectively, agrees to (a) keep the Disclosing Party's Confidential Information confidential, (b) use the Disclosing Party's Confidential Information only as necessary to perform its obligations, exercise its rights under this Agreement or otherwise in connection with a Dispute, (c) use a reasonable degree of care in keeping the Disclosing Party's Confidential Information confidential, and (d) limit access to the Disclosing Party's Confidential Information to its personnel, Affiliates, assignees, contractors, Sub-Contractors, sublicensees, authorized representatives and advisors (including any financial, tax, legal and technical advisors), in each case, who have a need to access or know such Confidential Information for the purpose of performing its obligations and exercising its rights under this Agreement and who have been

apprised of these confidentiality obligations, and with respect to any such Third Party, have agreed to protect the confidentiality of such Confidential Information in a manner consistent with the Receiving Party's obligations hereunder (and, for clarity, the Receiving Party shall remain responsible to the Disclosing Party for the compliance with such confidentiality obligations of its personnel, Affiliates and such Third Parties who receive such Confidential Information). Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to grant to the Receiving Party any rights in or to any Confidential Information of the Disclosing Party.

Section 5.3 Disclosure Required by Law. In the event that the Receiving Party is requested or required by Law (including subpoena or court order) to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall, to the extent legally permissible, provide prompt written notice to the Disclosing Party of such request or requirement, so that the Disclosing Party will have a reasonable opportunity to seek confidential treatment of such Confidential Information prior to its disclosure (whether through protective orders or otherwise) and, upon request, the Receiving Party shall reasonably cooperate with the Disclosing Party in seeking confidential treatment of such Confidential Information or other appropriate relief from such Law. If, in the absence of a protective order, other confidential treatment or waiver under this Agreement, the Receiving Party is advised by its legal counsel that it is legally required to disclose such Confidential Information, the Receiving Party may disclose such Confidential Information without liability under this Article V; provided that the Receiving Party exercises commercially reasonable efforts to obtain reliable assurances that confidential treatment will be afforded any such Confidential Information prior to its disclosure and discloses only the minimum amount of such Confidential Information necessary to comply with such Law. Similarly, with respect to any disclosure of Confidential Information in connection with a Dispute, the Receiving Party shall exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment will be afforded any Confidential Information of the Disclosing Party prior to its disclosure.

Section 5.4 Disclosure in Connection with Due Diligence. The terms of this Agreement shall be the Confidential Information of both Parties. A Party may provide this Agreement to any Third Party, subject to confidentiality obligations no less restrictive than those set forth in this Article V, if required to do so in connection with any diligence for any actual or potential bona fide business transaction with such Third Party related to the subject matter of this Agreement (including an acquisition, divestiture, merger, consolidation, asset sale, financing or public offering).

ARTICLE VI
TERM

Section 6.1 Commencement. This Agreement is effective as of the Effective Date and shall remain in effect with respect to a particular Service until the end of the Service Term for such Service, unless this Agreement is earlier terminated (i) in its entirety or with respect to a particular Service, in each case in accordance with Section 6.2 or Section 6.3, or (ii) by mutual consent of the Parties; provided that in no event shall this Agreement and the Services provided hereunder continue beyond the date that is twelve (12) months from the Effective Date (the "**Outside Date**").

Section 6.2 Termination.

(a) This Agreement may be terminated:

(i) by either Honeywell or SpinCo at any time upon written notice to the other Party (which notice shall specify the basis for such claim for breach of this Agreement), if the other Party materially breaches this Agreement (and the period for resolution of the Dispute relating to such breach set forth in Section 9.1 has expired), effective upon not less than thirty (30)-days' written notice of termination to the breaching Party, if the breaching Party does not cure such default within thirty (30) days after receiving written notice thereof from the non-breaching Party; or

(ii) except as otherwise provided by Law, by either Honeywell or SpinCo at any time upon written notice to the other Party, if (A) the other Party is adjudicated as bankrupt, (B) any insolvency, bankruptcy or reorganization proceeding is commenced by the other Party under any insolvency, bankruptcy or reorganization act, (C) any action is taken by others against the other Party under any insolvency, bankruptcy or reorganization act and such Party fails to have such proceeding stayed or vacated within ninety (90) days or (D) if the other Party makes an assignment for the benefit of creditors, or a receiver is appointed for the other Party which is not discharged within thirty (30) days after the appointment of the receiver.

Section 6.3 Partial Termination.

(a) If the Service Provider or the Service Recipient materially breaches any of its respective obligations under this Agreement with respect to a Service (and the period for resolution of the Dispute relating to such breach set forth in Section 9.1 has expired), the non-breaching Service Recipient or the Service Provider, as applicable, may terminate this Agreement with respect to the Service to which such obligations apply, effective upon not less than thirty (30)-days' written notice of termination to the breaching Party, if the breaching Party does not cure such default within thirty (30) days after receiving written notice thereof from the non-breaching Party. The termination of this Agreement with respect to any Service pursuant to this Section 6.3 shall not affect the Parties' rights or obligations under this Agreement with respect to any other Service.

(b) In the event that a Service Provider reduces or suspends the provision of any Service due to a Force Majeure Event and such reduction or suspension continues for fifteen (15)

days, the Service Recipient may immediately terminate such Service, upon written notice and without any obligations therefor, including any Service Charges in respect thereof.

Section 6.4 Effect of Termination.

(a) Each Party agrees and acknowledges that the obligations of the Service Provider to provide each Service, or to cause each Service to be provided, hereunder shall immediately cease upon (i) the expiration of the applicable Service Term, (ii) termination of (A) this Agreement in whole or (B) such Service, in each case in accordance with Section 6.2 or Section 6.3, or (iii) termination of this Agreement or such Service by mutual consent of the Parties. Upon cessation of the Service Provider's obligation to provide any such Service, the Service Recipient shall stop using, directly or indirectly, such Service hereunder.

(b) Upon the request of the Service Recipient after the termination of a Service with respect to which the Service Provider holds books, records or files, including current and archived copies of computer files (except to the extent such materials are retained in accordance with the Service Provider's standard document retention policies, are required to be retained pursuant to applicable law or are reasonably necessary to enforce the Service Provider's rights under this Agreement), (i) owned solely by the Service Recipient or its Affiliates and used by the Service Provider solely in connection with the provision of a Service pursuant to this Agreement or (ii) created by the Service Provider and in the Service Provider's possession as a function of and relating solely to the provision of Services pursuant to this Agreement, such books, records and files shall either be returned to the Service Recipient or destroyed by the Service Provider, with certification of such destruction provided to the Service Recipient, other than, in each case, such books, records and files electronically preserved or recorded within any computerized data storage device or component (including any hard-drive or database) pursuant to automatic or routine backup procedures generally accessible only by legal, IT or compliance personnel, which such books, records and files will not be used by the Service Provider for any other purpose. The Service Recipient shall bear the Service Provider's reasonable, necessary and actual out-of-pocket costs and expenses associated with the return or destruction of such books, records or files. At its expense, the Service Provider may make one copy of such books, records or files for its legal files, subject to such Party's obligations under Article V.

(c) In the event that any Service is terminated other than at the end of a month, and the Service Charge associated with such Service is determined on a monthly basis, the Service Provider shall bill the Service Recipient for the entire month in which such Service is terminated. The Parties acknowledge that there may be interdependencies among the Services being provided under this Agreement that may not be identified on Exhibit A or Exhibit E, as applicable, and agree that, if the Service Provider's ability to provide a particular Service in accordance with this Agreement is materially and adversely affected by the termination of another Service in accordance with Section 6.3, then the Parties shall negotiate in good faith to amend the Exhibit A relating to such affected continuing Service.

(d) In the event of a termination by the Service Provider under Section 6.2 or Section 6.3(a), the Service Recipient shall pay to the Service Provider any breakage or termination fees, and other termination costs payable by the Service Provider, solely as a result of the early termination of such Service or this Agreement, with respect to any resources or

pursuant to any other Third-Party agreements that were used by the Service Provider to provide such Service or perform under this Agreement (or an equitably allocated portion thereof, in the case of any such equipment, resources or agreements that also were used for purposes other than providing Services) ("**Termination Charges**"). The Service Provider will provide to the Service Recipient an invoice for the Termination Charges within thirty (30) days following the date of any termination contemplated by this Section 6.4(d) and will provide reasonable documentary evidence to substantiate such Termination Charges.

(e) In the event of any termination of this Agreement in its entirety or with respect to any Service, each Party, the Service Provider and the Service Recipient shall remain liable for all of their respective obligations that accrued hereunder prior to the date of such termination, including all obligations of each Service Recipient to pay any Service Charges due to any Service Provider hereunder.

(f) Upon the expiration or termination of this Agreement as a whole, the Service Recipient shall promptly return, or cause to be returned, to the Service Provider (or, solely if requested by the Service Provider, promptly destroy or cause to be destroyed) any and all Confidential Information of the Service Provider in the possession of the Service Recipient and its Affiliates (except to the extent that the Service Recipient is otherwise permitted to continue to possess such Confidential Information (e.g., under another Ancillary Agreement, or because such Confidential Information is also Confidential Information of the Service Recipient)).

(g) The following matters shall survive the termination of this Agreement, including the rights and obligations of each Party thereunder, in addition to any claim for breach arising prior to termination: Article I, Section 3.2(b), Article IV, this Section 6.4, Article VII (including liability in respect of any indemnifiable Liabilities under this Agreement arising or occurring on or prior to the date of termination), Article IX, Article X and all confidentiality obligations under this Agreement (including, for clarity, Article V).

ARTICLE VII
INDEMNIFICATION; LIMITATION OF LIABILITY

Section 7.1 Indemnification by SpinCo. SpinCo, in its capacity as the Service Recipient and on behalf of each member of its Group in its capacity as the Service Recipient, shall indemnify, defend and hold harmless Honeywell and the other Honeywell Indemnitees from and against any and all Liabilities incurred by such Honeywell Indemnitee and arising out of, in connection with or by reason of any Services provided by or on behalf of any member of the Honeywell Group hereunder, except to the extent such Liabilities arise out of a Honeywell Group member's (i) material breach of this Agreement, (ii) violation of Laws in providing the Services or (iii) gross negligence or willful misconduct in providing the Services.

Section 7.2 Indemnification by Honeywell. Honeywell, in its capacity as a Service Provider and on behalf of each member of its Group in its capacity as a Service Provider, shall indemnify, defend and hold harmless SpinCo and the other SpinCo Indemnitees from and against any and all Liabilities incurred by such SpinCo Indemnitee and arising out of, in connection with or by reason any Services provided by any member of the Honeywell Group hereunder, which Liabilities result from a Honeywell Group member's (i) material breach of this Agreement,

(ii) violation of Laws in providing the Services or (iii) gross negligence or willful misconduct in providing the Services.

Section 7.3 Indemnification Procedures. The provisions of Section 6.4 and Section 6.5 of the Separation Agreement shall govern claims for indemnification under this Agreement; provided that, for purposes of this Section 7.3, in the event of any conflict between the provisions of Section 6.4 and Section 6.5 of the Separation Agreement and this Article VII, the provisions of this Agreement shall control. The procedures related to indemnification for Tax matters shall be exclusively governed by the Tax Matters Agreement.

Section 7.4 Exclusion of Other Remedies. Without limiting the rights under Section 10.16, the provisions of Sections 7.1 and 7.2 shall, to the maximum extent permitted by applicable Law, be the sole and exclusive remedies of the Honeywell Group and the SpinCo Group, as applicable, for any Liability, whether arising from statute, principle of common or civil law, principles of strict liability, tort, contract or otherwise under this Agreement.

Section 7.5 Other Indemnification Obligations Unaffected. For avoidance of doubt, this Article VII applies solely to the specific matters and activities covered by this Agreement (and not to matters specifically covered by the Separation Agreement or the other Ancillary Agreements).

Section 7.6 Limitation on Liability.

(a) The Service Provider and its Affiliates shall not be liable (whether such liability is direct or indirect, in contract or tort or otherwise) to the Service Recipient or its Affiliates for any Liabilities arising out of, related to or in connection with the Services or this Agreement, except to the extent that such Liabilities arise out of the Service Provider's or its Affiliates' (i) breach of this Agreement, (ii) violation of Laws in providing the Services or (iii) gross negligence or willful misconduct in providing the Services; provided that nothing in this Section 7.6 shall be deemed to limit the Service Recipient's rights under Section 7.6(d) regarding Insurance Proceeds in respect of Third-Party Claims.

(b) IN NO EVENT SHALL THE SERVICE PROVIDER OR ITS AFFILIATES BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE TO THE SERVICE RECIPIENT OR ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS) AS A RESULT OF ANY BREACH, PERFORMANCE OR NON-PERFORMANCE BY THE SERVICE PROVIDER, ITS AFFILIATES OR ITS SUB-CONTRACTORS UNDER THIS AGREEMENT, EXCEPT AS MAY BE PAYABLE TO A CLAIMANT IN A THIRD-PARTY CLAIM.

(c) THE HONEYWELL GROUP'S TOTAL LIABILITY TO THE SPINCO GROUP ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT FOR ALL CLAIMS SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID TO THE HONEYWELL GROUP FOR SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM; PROVIDED, HOWEVER,

THAT NOTWITHSTANDING THE FOREGOING, IN THE CASE OF ANY LIABILITY TO SPINCO ARISING OUT OF A THIRD-PARTY CLAIM, THE HONEYWELL GROUP'S TOTAL LIABILITY IN ITS CAPACITY AS SERVICE PROVIDER TO SPINCO GROUP SHALL BE INCREASED BY AN AMOUNT EQUAL TO THE AMOUNT, IF ANY, OF ANY INSURANCE PROCEEDS THAT ARE ACTUALLY RECEIVED BY SUCH SERVICE PROVIDER IN ACCORDANCE WITH SECTION 7.6(d).

(d) If the Service Provider, in its capacity as such, or any member of its Group acting in the capacity of a Service Provider, or any Indemnitee thereof, shall be liable to the other Party for any Liability arising out of a Third-Party Claim, such Service Provider, at the request of the Indemnitee, shall use commercially reasonable efforts to pursue and recover any available Insurance Proceeds under applicable insurance policies. Promptly upon the actual receipt of any such Insurance Proceeds, such Service Provider shall pay such Insurance Proceeds to the applicable Indemnitee to the extent of the Liability arising out of the applicable Third-Party Claim. The Indemnitee shall, upon the request of such Service Provider and to the extent permitted under such Service Provider's applicable insurance policies, promptly pay directly to such Service Provider or to such Service Provider's insurer any reasonable costs or expenses incurred in the collection of such Indemnitee's portion of such Insurance Proceeds (including such Indemnitee's portion of applicable retentions or deductibles); provided, however, that in no event shall an Indemnitee's portion of such collection costs and expenses, applicable retentions and deductibles exceed the amount of Insurance Proceeds actually received by such Indemnitee.

ARTICLE VIII
OTHER COVENANTS

Section 8.1 Attorney-in-Fact. On a case-by-case basis, the Service Recipient shall execute documents necessary to appoint the Service Provider as its attorney-in-fact for the sole purpose of executing any and all documents and instruments reasonably required to be executed in connection with the performance by the Service Provider of any Service under this Agreement.

Section 8.2 Further Assurances. Each Party hereto shall take, or cause to be taken, any and all reasonable actions, including the execution, acknowledgment, filing and delivery of any and all documents and instruments that any other Party hereto may reasonably request in order to effect the intent and purpose of this Agreement and the transactions contemplated hereby.

ARTICLE IX
DISPUTE RESOLUTION

Section 9.1 General. The dispute resolution procedures set forth in Article VIII of the Separation Agreement shall apply and are hereby incorporated herein by reference, *mutatis mutandis*; provided that prior to submitting a General Dispute Notice pursuant to Section 8.1(b)(i) of the Separation Agreement, the Parties shall first comply with the procedures set forth in Section 9.2.

Section 9.2 Resolution Committee. All Disputes will be first considered in person, by teleconference or by video conference by the Service Coordinators within five (5) business days after receipt of notice from either Party specifying the nature of the Dispute (a "**Preliminary**

Dispute Notice"). The Service Coordinators shall enter into negotiations aimed at resolving any such Dispute. If the Service Coordinators are unable to reach a resolution with respect to the Dispute within ten (10) business days after receipt of notice of the Dispute, the Dispute shall be referred to a Resolution Committee comprised of specified transition leaders (the "**Resolution Committee**") from Honeywell and SpinCo. On or prior to the Effective Date, each Party shall provide the other Party with the name and relevant contact information for its respective initial Resolution Committee member, and either Party may replace its Resolution Committee members at any time with other persons of similar seniority by providing written notice in accordance with Section 10.6. The Resolution Committee will meet (by telephone or in person) during the next ten (10) business days and attempt to resolve the Dispute. In the event that the Resolution Committee is unable to reach a resolution with respect to the Dispute within ten (10) business days of the referral of the matter to the Resolution Committee, then either Party may deliver a General Dispute Notice pursuant to Section 8.1(b)(i) of the Separation Agreement and the terms and conditions of Article VIII of the Separation Agreement shall apply as set forth in Section 9.1.

ARTICLE X
MISCELLANEOUS

Section 10.1 Title to Equipment; Title to Data.

(a) Except as otherwise expressly provided herein, each of SpinCo and Honeywell acknowledges that all procedures, methods, systems, strategies, tools, equipment, facilities and other resources used by the Service Provider in connection with the provision of Services shall remain the property of such Service Provider and shall at all times be under the sole direction and control of such Service Provider.

(b) Each of SpinCo and Honeywell acknowledges that it will acquire no right, title or interest (including any license rights or rights of use) in any firmware or software, or the licenses therefor that are owned by the other Party or its Affiliates, Subsidiaries or divisions, by reason of the provision of the Services hereunder, except as expressly provided in Section 3.2.

Section 10.2 Force Majeure. In case performance of any terms or provisions hereof shall be delayed or prevented, in whole or in part, because of or related to compliance with any Law or requirement of any national securities exchange, or because of riot, war, public disturbance, strike, labor dispute, fire, explosion, storm, flood, earthquake, pandemic, shortage of necessary equipment, materials or labor, or restrictions thereon or limitations upon the use thereof, delays in transportation, act of God or act of terrorism, in each case, that is not within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, such Party is unable to prevent, or for any other reason which is not within the control of such Party whose performance is interfered with and which, by the exercise of reasonable diligence, such Party is unable to prevent (each, a "**Force Majeure Event**"), then, upon prompt written notice stating the date and extent of such interference and the cause thereof by such Party to the other Party, such Party shall be excused from its obligations hereunder during the period such Force Majeure Event or its effects continue, and no liability shall attach against either Party on account thereof; provided, however, that the Party whose performance is interfered with promptly resumes the required performance upon the cessation of the Force Majeure Event or its effects. No Party shall be excused from performance if such Party fails to use commercially

reasonable efforts to remedy the situation and remove the cause and effects of the Force Majeure Event.

Section 10.3 Relationship of Parties. Nothing in this Agreement shall be deemed or construed by the Parties or any Third Party as creating a relationship of principal and agent, partnership or joint venture between the Parties, between the Service Provider and the Service Recipient or with any individual providing Services, it being understood and agreed that no provision contained herein, and no act of any Party or members of their respective Groups, shall be deemed to create any relationship between the Parties or members of their respective Groups other than the relationship set forth herein. Each Party shall act under this Agreement solely as an independent contractor and not as an agent or employee of any other Party or any of such Party's Affiliates.

Section 10.4 Complete Agreement; Construction. This Agreement, including the Exhibits hereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Exhibit hereto, the Exhibit shall prevail. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the Separation Agreement, the provisions of this Agreement shall control with respect to the subject matter hereof.

Section 10.5 Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 10.6 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 10.6 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 10.6 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party to the address set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10.6):

To Honeywell:

Honeywell International Inc.
855 S. Mint Street

Charlotte, NC 28202
Attention: Su Ping Lu, Senior Vice President, General Counsel and Corporate Secretary
Email: [***]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Allison R. Schneirov, Esq.
Alexandra J. McCormack, Esq.
Kyle J. Hatton, Esq.
Lauren S. Kramer, Esq.
Email: [***]
[***]
[***]
[***]

To SpinCo:

Solstice Advanced Materials Inc.
115 Tabor Road
Morris Plains, NJ 07950
Attention: Brian Rudick, General Counsel
Email: [***]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Allison R. Schneirov, Esq.
Alexandra J. McCormack, Esq.
Kyle J. Hatton, Esq.
Lauren S. Kramer, Esq.
Email: [***]
[***]
[***]
[***]

Section 10.7 Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or

privilege. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

Section 10.8 Amendments. This Agreement may not be modified or amended except by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties.

Section 10.9 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or transferred, in whole or in part, by operation of Law or otherwise, by either of the Parties without the prior written consent of the other Party (which consent may be granted or withheld in such other Party's sole discretion); provided, that Honeywell may assign or transfer, in whole or in part, by operation of Law or otherwise, without the prior written consent of SpinCo, this Agreement or any of the rights, interests or obligations under this Agreement to (a) one or more of its Affiliates and (b) the successor to all or a portion of the business or assets to which this Agreement relates; provided, further, that (i) Honeywell shall promptly notify SpinCo in writing of any assignments or transfers it makes under the foregoing clause (b) and (ii) in either case of the foregoing clauses (a) or (b), the party to whom this Agreement is assigned or transferred shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto with respect to all or such portion of this Agreement so assigned or transferred. Any purported assignment in violation of this Section 10.9 shall be void *ab initio*. No assignment or transfer shall relieve the assigning or transferring Party of any of its obligations under this Agreement that accrued prior to such assignment or transfer unless agreed to by the non-assigning or non-transferring Party. Nothing in this Section 10.9 shall affect or impair a Service Provider's ability to delegate any or all of its obligations under this Agreement to one or more Affiliates or Sub-Contractors pursuant to Section 2.1(d).

Section 10.10 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 10.11 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement (including adversely affecting the rights or ability of any Party to successfully pursue indemnification or payment pursuant to this Agreement).

Section 10.12 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Date.

Section 10.13 Third Party Beneficiaries. Except with respect to indemnification obligations hereunder, this Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature

whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement.

Section 10.14 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 10.15 Governing Law. This Agreement, including all matters of construction, validity, interpretation, performance and enforceability, and any dispute arising directly or indirectly out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 10.16 Specific Performance. The Parties acknowledge and agree that irreparable harm could occur in the event that the Parties do not perform any provision of this Agreement in accordance with its specific terms or otherwise breach this Agreement and the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any Indemnifiable Loss. Accordingly, from and after the Effective Date, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article X (including after compliance with all notice and negotiation provisions herein), have the right to seek specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 10.17 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 10.18 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

* * * * *

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HONEYWELL INTERNATIONAL INC.

By:	/s/ Jake Wasserman
Name:	Jake Wasserman
Title:	Vice President & General Counsel, Mergers and Acquisitions

SOLSTICE ADVANCED MATERIALS INC.

By:	/s/ David Sewell
Name:	David Sewell
Title:	President & Chief Executive Officer

TAX MATTERS AGREEMENT

by and between

Honeywell International Inc.

and

Solstice Advanced Materials Inc.

Dated as of October 30, 2025

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T A X M A T T E R S A G R E E M E N T

This TAX MATTERS AGREEMENT (this "Agreement"), is entered into as of October 30, 2025, by and between Honeywell International Inc., a Delaware corporation ("RemainCo"), and Solstice Advanced Materials Inc. (f/k/a Solstice Advanced Materials, LLC), a Delaware corporation ("SpinCo" and, together with RemainCo, the "Parties" and each, a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to such terms in the Separation and Distribution Agreement, dated as of the date hereof, by and between the Parties (the "Separation Agreement").

W I T N E S S E T H :

WHEREAS, RemainCo, acting through its direct and indirect Subsidiaries, currently conducts the SpinCo Business;

WHEREAS, the Board of Directors of RemainCo (the "Board") has determined that it is appropriate, desirable and in the best interests of RemainCo and its stockholders to separate the SpinCo Business from the other businesses of RemainCo (the "Separation");

WHEREAS, in order to effect the Separation, the Board has determined that it is appropriate, desirable and in the best interests of RemainCo and its stockholders to undertake the Internal Reorganization in accordance with the Steps Plan (the "Restructuring") and, in connection therewith, effect the SpinCo Spin Contribution and, in exchange therefor, SpinCo shall (i) be deemed to issue to RemainCo the shares of SpinCo Common Stock and (ii) pay the SpinCo Cash Distribution to RemainCo;

WHEREAS, on the terms and subject to the conditions set forth in the Separation Agreement, following the completion of the Restructuring and SpinCo Spin Contribution and payment of the SpinCo Cash Distribution, RemainCo shall own all of the issued and outstanding shares of SpinCo Common Stock and shall effect the distribution of 100% of such outstanding shares of SpinCo Common Stock to the holders of RemainCo Common Stock in accordance with Article IV of the Separation Agreement (the "Distribution" and, together with the SpinCo Spin Contribution, Restructuring and the other transactions contemplated by the Separation Agreement, the "Transactions");

WHEREAS, SpinCo has been formed for this purpose and has not engaged in activities except those in connection with the transactions contemplated by the Restructuring, the consummation of the transactions contemplated by the Separation Agreement and those activities necessary in connection with its standup as an independent company;

WHEREAS, for U.S. federal income Tax purposes, it is intended that the SpinCo Spin Contribution and the Distribution, taken together, qualifies for non-recognition of gain and loss pursuant to Section 355, Section 361 and Section 368(a)(1)(D) of the Code; and

WHEREAS, the Parties desire to (a) provide for the payment of Tax liabilities and entitlement to refunds thereof, allocate responsibility for, and cooperation in, the filing of Tax Returns, and provide for certain other matters relating to Taxes and (b) set forth certain covenants and indemnities relating to the preservation of the Intended Tax Treatment.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definition of Terms. The following terms shall have the following meanings.

"10% Acquisition Transaction" has the meaning set forth in Section 4.06.

"Accounting Firm" has the meaning set forth in Section 3.01(d).

"Active Trade or Business" means the active conduct (determined in accordance with Section 355(b) of the Code) of the trade or business relied upon for purposes of satisfying the requirements of Section 355(b) of the Code as it applies to the Transactions (including as described in the Tax Opinion Representations) with respect to the businesses conducted by members of the SpinCo Group that are ATB Entities.

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

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

"ATB Entities" means the entities listed on Exhibit A.

"Board" has the meaning set forth in the recitals hereto.

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

"Determination" means (i) any final determination or settlement of liability in respect of a Tax that, under applicable Law, is not subject to further appeal, review or modification through proceedings or otherwise (including as a result of the expiration of a statute of limitations or period for the filing of claims for refunds, amended Tax Returns or appeals from adverse determinations), including a "determination" as defined in Section 1313(a) of the Code, a closing agreement or accepted offer in compromise under Sections 7121 or 7122 of the Code or the execution of an IRS Form 870-AD, or (ii) the payment of Tax by a Party (or its Subsidiary) that is responsible for payment of that Tax under applicable Law, with respect to any item disallowed or adjusted by a Taxing Authority, as long as the responsible Party determines that no action should be taken to recoup that payment and the other Party agrees.

"Distribution" has the meaning set forth in the recitals hereto.

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

"Employee Matters Agreement" has the meaning set forth in the Separation Agreement.

"Employment Tax" shall mean those liabilities for Taxes which are allocable pursuant to the provisions of the Employee Matters Agreement.

"E&P" has the meaning set forth in Section 2.02(c)(iv).

"Gain Recognition Agreement" means any agreement to recognize gain that is described in Section 1.367(a)-8 of the Regulations and entered into in connection with the Transactions and to which any member of the RemainCo Group or the SpinCo Group is a party.

"Indemnifying Party" means a Party that has an obligation to make an Indemnity Payment.

"Indemnitee" means a Party that is entitled to receive an Indemnity Payment.

"Indemnity Payment" means an indemnity payment contemplated by this Agreement and the Separation Agreement.

"Intended Tax Treatment" means, with respect to each of the applicable Transactions, the Tax consequences (if any) set forth for such Transaction in Exhibit B.

"Internal Reorganization" has the meaning set forth in the Separation Agreement.

"IRS" means the U.S. Internal Revenue Service or any successor thereto, including, but not limited to, its agents, representatives and attorneys.

"Joint Return" means any Tax Return that actually includes, by election or otherwise, both a member of the RemainCo Group and one or more members of the SpinCo Group.

"Ordinary Taxes" means Taxes other than (i) Transaction Taxes and (ii) Transfer Taxes.

"Parties" has the meaning set forth in the preamble hereto.

"Person" has the meaning set forth in the Separation Agreement.

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

"Pre-Distribution Tax Period" means any taxable period (or portion thereof) that ends on or before the Distribution Date.

"Privilege" means all privileges, immunities or other protections from disclosure which may be asserted under applicable Law, including attorney-client privilege, business strategy privilege, joint defense privilege, common interest privilege and protection under the work-product doctrine.

"Proposed Acquisition Transaction" has the meaning set forth in Section 4.03(b).

"Protective Section 336(e) Election" means, with respect to an entity, a protective election under Section 336(e) of the Code and Section 1.336-2(j) of the Regulations (and any similar provision of U.S. state, local or non-U.S. Law for such jurisdictions as RemainCo shall determine

at its sole discretion) to treat the disposition of the stock or other equity interests of such entity, pursuant to the Restructuring or Distribution, as a deemed sale of the assets of such entity in accordance with Section 1.336-2(h) of the Regulations (or any similar provision of U.S. state, local or non-U.S. Law).

"Refund" shall mean any refund (or credit in lieu thereof) of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied against other Taxes payable), including any interest paid on or with respect to such refund of Taxes; provided, however, that the amount of any refund of Taxes shall be net of any Taxes imposed by any Taxing Authority on, related to, or attributable to, the receipt of or accrual of such refund, and shall further be net of all accounting, legal and other professional fees, and court costs incurred in connection with obtaining such refund, as well as any other out-of-pocket costs incurred in connection with obtaining such refund.

"Refund Recipient" has the meaning set forth in Section 2.03(a).

"Regulations" means the U.S. Department of Treasury regulations promulgated under the Code.

"RemainCo" has the meaning set forth in the preamble hereto.

"RemainCo Consolidated Group" means any consolidated, combined, unitary or similar group of which (i) any member of the RemainCo Group is or was a member and (ii) any member of the SpinCo Group is or was a member.

"RemainCo Group" means RemainCo and each of its Subsidiaries, including any Person that becomes a Subsidiary of RemainCo as a result of transactions that occur following the Distribution in accordance with the Steps Plan, but excluding any member of the SpinCo Group.

"RemainCo Separate Return" means a Tax Return of any member of the RemainCo Group (including any consolidated, combined, affiliated, unitary or similar Tax Return) that does not include, for all or any portion of the relevant taxable period, any member of the SpinCo Group.

"Reportable Transaction" means a reportable or listed transaction as defined in Section 6011 of the Code or the Regulations promulgated thereunder, other than a loss transaction as defined in Regulations Section 1.6011-4(b)(5).

"Restricted Period" has the meaning set forth in Section 4.03(a).

"Restructuring" has the meaning set forth in the recitals hereto.

"Ruling" means a private letter ruling (including any supplemental ruling) sought from or issued by a Taxing Authority (including the IRS) in connection with the Transactions, whether granted prior to, on or after the date hereof, including in connection with the actions prohibited under Section 4.03(a) of this Agreement and the rulings set forth on Exhibit C.

"Satisfactory Guidance" has the meaning set forth in Section 4.04(c).

"Section 355 Entities" means the entities listed on Exhibit E.

"Separation Agreement" has the meaning set forth in the preamble hereto.

"SpinCo" has the meaning set forth in the preamble hereto.

"SpinCo Business" has the meaning set forth in the Separation Agreement.

"SpinCo Cash Distribution" has the meaning set forth in the Separation Agreement.

"SpinCo Group" means (i) SpinCo, (ii) each Person that will be a Subsidiary of SpinCo immediately prior to the Distribution, including the entities set forth on Schedule 1.1(168) of the Separation Agreement under the caption "Subsidiaries" and (iii) each Person that becomes an Affiliate of SpinCo after the Distribution, including in each case any Person that is merged or consolidated with or into SpinCo or any Affiliate of SpinCo and any Person that becomes an Affiliate of SpinCo as a result of transactions that occur following the Distribution in accordance with the Steps Plan.

"SpinCo SAG" has the meaning set forth in Section 4.03(a)(v).

"SpinCo Separate Return" means a Tax Return of any member of the SpinCo Group (including any consolidated, combined, affiliated or unitary Return) that does not include, for all or any portion of the relevant taxable period, any member of the RemainCo Group.

"SpinCo Spin Contribution" has the meaning set forth in the Separation Agreement.

"SpinCo Stock" means (i) all classes or series of stock or other equity interests of SpinCo and (ii) all other instruments properly treated as stock of SpinCo for U.S. federal income Tax purposes.

"Steps Plan" shall mean the Internal Reorganization steps plan set forth on Exhibit D.

"Straddle Period" has the meaning set forth in Section 2.05(b).

"Subsidiary" has the meaning set forth in the Separation Agreement.

"Tax" or "Taxes" shall mean (i) all taxes, charges, fees, duties, levies, imposts, rates or other assessments or governmental charges of any kind imposed by any federal, state, local or non-United States Taxing Authority, including, without limitation, income, gross receipts, employment, estimated, excise, severance, stamp, occupation, premium, windfall profits, environmental, custom duties, property, sales, use, license, capital stock, transfer, franchise, registration, payroll, withholding, social security, unemployment, disability, value added, alternative or add-on minimum or other taxes, whether disputed or not, and including any interest, penalties, charges or additions attributable thereto, (ii) liability for the payment of any amount of the type described in clause (i) above arising as a result of being (or having been) a member of any group or being (or having been) included or required to be included in any Tax Return related thereto, and (iii) liability for the payment of any amount of the type described in clauses (i) or (ii)

above as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person.

"Tax Advisor" means a Tax counsel or other Tax advisor of recognized national standing in the relevant jurisdiction.

"Tax Attributes" mean net operating losses, capital losses, research and experimentation credit carryovers, investment tax credit carryovers, E&P, foreign tax credit carryovers, overall foreign losses, overall domestic losses, previously taxed income, separate limitation losses and any other losses, deductions, credits or other comparable items that could affect a Tax liability for any taxable period.

"Tax Contest" means an audit, review, examination, claim, dispute, suit, action, proposed assessment or other administrative or judicial proceeding, in each case, by or otherwise involving any Taxing Authority.

"Tax Dispute" has the meaning set forth in Section 5.06.

"Tax Item" means any item of income, gain, loss, deduction, credit, recapture of credit, previously taxed income or any other item or attribute (including the basis or adjusted basis of property) that may have the effect of increasing or decreasing any Taxes paid or payable in any taxable period.

"Tax Opinion Representations" means representations regarding certain facts in existence at the applicable time made by RemainCo and SpinCo that serve as a basis for the Tax Opinions.

"Tax Opinion" means any written opinion of Skadden, Arps, Slate, Meagher & Flom LLP or Ernst & Young LLP issued to RemainCo to the effect that a relevant Transaction or Transactions qualifies for its Intended Tax Treatment.

"Tax Opinions/Rulings" means (i) any Ruling and (ii) any opinion of a Tax Advisor relating to the Transactions, including those issued on the Distribution Date or to allow a party to take actions otherwise prohibited under Section 4.03(a) of this Agreement.

"Tax Record" has the meaning set forth in Section 5.01(a)(i).

"Tax Return" means any return, declaration, statement, report, schedule, election, certificate, form, estimate or information return relating to, (i) for purposes of Article III, Taxes other than payroll and employment related Taxes and (ii) for all other purposes of this Agreement, Taxes, in each case, including any supplements or attachments thereto or amendments thereof and any other related or supporting information, required or permitted to be filed with any Taxing Authority.

"Tax Return Preparer" means with respect to a Tax Return, the Party that is required to prepare any such Tax Return pursuant to Section 3.01(a) or Section 3.01(b), as applicable.

"Taxing Authority" means any Governmental Authority having jurisdiction over the determination, assessment, collection or imposition of Taxes, including the IRS.

"Transaction Tax Contest" means a Tax Contest that relates to the Intended Tax Treatment.

"Transaction Taxes" means all (i) Taxes imposed on any member of the RemainCo Group or any member of the SpinCo Group resulting from the failure of any step of the Transactions to qualify for its Intended Tax Treatment, (ii) Taxes imposed on any third party resulting from the failure of any step of the Transactions to qualify for its Intended Tax Treatment for which any member of the RemainCo Group or any member of the SpinCo Group is or becomes liable for any reason and (iii) reasonable, out-of-pocket legal, accounting and other advisory or court fees incurred in connection with liability for Taxes described in clause (i) or (ii).

"Transactions" has the meaning set forth in the recitals hereto.

"Transfer Taxes" means all transfer, sales, use, excise, stock, stamp, stamp duty, stamp duty reserve, stamp duty land, documentary, filing, recording, registration, value-added and other similar Taxes (excluding, for the avoidance of doubt, any income, gains, profit or similar Taxes, however assessed).

"Unqualified Tax Opinion" has the meaning set forth in Section 4.04(d).

ARTICLE II

ALLOCATION OF TAX LIABILITIES AND TAX BENEFITS

SECTION 2.01. RemainCo Indemnification of SpinCo. After the Distribution, RemainCo shall be liable for, and shall indemnify and hold SpinCo harmless from, the following Taxes, whether incurred directly by SpinCo or indirectly through one of its Subsidiaries:

(a) Ordinary Taxes of members of the RemainCo Group (which, for the avoidance of doubt, shall include the members of the SpinCo Group prior to the Distribution to the extent such Taxes remain unpaid as of the Distribution Date) for any taxable period;

(b) Any and all Transfer Taxes incurred by the RemainCo Group or the SpinCo Group as a result of the Transactions to the extent such Transfer Taxes remain unpaid as of the Distribution Date;

(c) Transaction Taxes; and

(d) the Taxes allocated to RemainCo on Exhibit F;

in each case, other than Taxes for which SpinCo is liable under Section 2.02.

SECTION 2.02. SpinCo Indemnification of RemainCo. After the Distribution, SpinCo shall be liable for, and shall indemnify and hold RemainCo harmless from, the following Taxes, whether incurred directly by RemainCo or indirectly through one of its Subsidiaries:

(a) Ordinary Taxes (i) for any taxable period incurred by or attributable to the entities set forth on Exhibit F or (ii) any member of the SpinCo Group for any taxable period other than a Pre-Distribution Tax Period;

(b) the Taxes allocated to SpinCo on Exhibit F; and

(c) Transaction Taxes attributable in whole or in part to:

(i) the failure to be true when made or deemed made of (A) any statement or representation of fact or intent (or omission to state a material fact) in Section 4.01 that relates to the SpinCo Group; (B) any Tax Opinion Representation made by SpinCo or (C) any representation made by SpinCo, any Subsidiary or controlling shareholder of SpinCo, any counterparty to any Proposed Acquisition Transaction or any of such counterparty's Affiliates for purposes of obtaining a Ruling or an Unqualified Tax Opinion intended to be Satisfactory Guidance;

(ii) any action or omission by any member of the SpinCo Group in breach of the covenants set forth herein (including those in Section 4.02 Section 4.03), in any other Ancillary Agreement or in the Separation Agreement;

(iii) the application of Section 355(e) or 355(f) of the Code to any of the Transactions by virtue of any acquisition (or deemed acquisition) of SpinCo Stock (including newly issued SpinCo Stock) or assets of SpinCo or any member of the SpinCo Group;

(iv) a determination that the Distribution was used principally as a device for the distribution of the earnings and profits ("E&P") within the meaning of Section 355(a)(1)(B) of the Code if such determination was based in whole or in part on any sale or exchange of SpinCo Stock or on any distribution on SpinCo Stock occurring after the Distribution in excess of its E&P; or

(v) any other action or omission taken after the Distribution by any member of the SpinCo Group, except to the extent such action or omission is otherwise expressly required or permitted by this Agreement (other than under Section 4.04), any other Ancillary Agreement or the Separation Agreement.

SECTION 2.03. Refunds, Credits and Offsets.

(a) Subject to Section 2.04, if RemainCo, SpinCo or any of their respective Subsidiaries receives any Refund in respect of any Tax for which the other Party is liable under Section 2.01 or Section 2.02 (a "Refund Recipient"), such Refund Recipient shall pay to the other Party the entire amount of such Refund within ten (10) business days of receipt or accrual; provided, however, that the other Party, upon the request of such Refund Recipient, shall repay the amount paid to the other Party (plus any penalties, interest or other charges imposed by the relevant Taxing Authority) in the event such Refund Recipient is required to repay such refund.

(b) For purposes of this Section 2.03, any Refund that arises as a result of an offset, credit, or other similar benefit in respect of Taxes other than a receipt of cash shall be deemed to be received on the earlier of (i) the date on which a Tax Return is filed claiming such offset, credit, or other similar benefit and (ii) the date on which payment of the Tax which would have otherwise been paid absent such offset, credit, or other similar benefit is due (determined without taking into account any applicable extensions).

(c) If one Party reasonably so requests, the other Party (at the first Party's expense) shall file for and pursue any Refund to which the first Party is entitled under this Section 2.03; provided that the other Party need not pursue any Refund on behalf of the first Party unless the first Party provides the other Party a certification by an appropriate officer of the first Party setting forth the first Party's belief (together with supporting analysis) that the Tax treatment of the Tax Items on which the entitlement to such Refund is based is more likely than not correct, and is not a Tax Item arising from a Reportable Transaction.

SECTION 2.04. Carrybacks.

If a Tax Return of any member of the SpinCo Group for any taxable period ending after the Distribution Date reflects a Tax Attribute, then the applicable member of the SpinCo Group shall waive the right to carry back any such Tax Attribute to a Pre-Distribution Tax Period to the extent permissible under applicable Law. In the event that any member of the SpinCo Group does carry back a Tax Attribute to a Pre-Distribution Tax Period, then (i) no payment with respect to such carryback shall be due to any member of the SpinCo Group from RemainCo and (ii) if any member of the SpinCo Group receives any Refund in connection with such carryback, SpinCo shall promptly pay to RemainCo the full amount of such Refund.

SECTION 2.05. Straddle Periods.

(a) If RemainCo determines, in its sole discretion, to close the taxable year of any member of the SpinCo Group for all Tax purposes as of the end of the Distribution Date, RemainCo and SpinCo shall take all commercially reasonable actions necessary or appropriate to so close such taxable year, to the extent permitted by applicable Law.

(b) For any taxable period that includes (but does not end on) the Distribution Date (a "Straddle Period"), Taxes for the Pre-Distribution Tax Period shall be computed (i) in the case of Taxes imposed on a periodic basis (such as real, personal and intangible property Taxes), on a daily *pro rata* basis and (ii) in the case of other Taxes generally, as if the taxable period ended as of the close of business on the Distribution Date and, in the case of any such other Taxes that are attributable to the ownership of any equity interest in a partnership, other "flowthrough" entity or "controlled foreign corporation" (within the meaning of Section 957(a) of the Code or any comparable U.S. state, local or non-U.S. Law), as if the taxable period of that entity ended as of the close of business on the Distribution Date (whether or not such Taxes arise in a Straddle Period of the applicable owner); provided that RemainCo may elect to allocate Tax Items (other than any extraordinary Tax Items) ratably in the month in which the Distribution occurs (and if RemainCo so elects, SpinCo shall so elect) as described in Section 1.1502-76(b)(2)(iii) of the Regulations and corresponding provisions of U.S. state, local or non-U.S. Tax Laws.

(c) Transactions occurring, or actions taken, on the Distribution Date but after the Distribution outside the ordinary course of business by, or with respect to, SpinCo or any of its Affiliates shall be deemed subject to the "next day rule" of Section 1.1502-76(b)(1)(ii)(B) of the Regulations (and any comparable or similar provision under U.S. state, local or non-U.S. Laws or regulations, provided that if there is no comparable or similar provision under U.S. state, local or non-U.S. Laws or regulations, then the transaction will be deemed subject to the "next day rule" of Section 1.1502-76(b)(1)(ii)(B) of the Regulations) and as such shall for purposes of this

Agreement be treated (and consistently reported by the Parties) as occurring in a Post-Distribution Tax Period of SpinCo or an Affiliate of SpinCo, as appropriate.

(d) Tax Attributes determined on a consolidated or combined basis for taxable periods ending before or including the Distribution Date (or such earlier date as may be appropriate with respect to any portion of the Restructuring occurring prior to the Distribution Date) shall be allocated to RemainCo and its Affiliates, and SpinCo and its Affiliates, in accordance with the Code and the Regulations (and any applicable U.S. state, local, or non-U.S. Law or regulation). RemainCo shall reasonably determine the amounts and proper allocation of such Tax Attributes, and the Tax basis of the assets and liabilities transferred to SpinCo in connection with the Transactions, as of the Distribution Date or such other relevant date of a Restructuring transaction. RemainCo and SpinCo agree to compute their Tax liabilities for taxable periods after the Distribution Date (or other relevant date) consistent with that determination and allocation, and treat the Tax Attributes and Tax Items as reflected on any federal (or applicable U.S. state, local or non-U.S.) Tax Return filed by the Parties as presumptively correct. For the avoidance of doubt, RemainCo shall not be required to create or cause to be created any books and records or reports or other documents based thereon (including, without limitation, "earnings & profits studies," "basis studies" or similar determinations) that it does not maintain or prepare in the ordinary course of business in order to comply with this Section 2.05(d).

(e) If either Party would have been responsible for the payment of any Transaction Taxes pursuant to Section 2.01 or Section 2.02 but for the use of the Tax Attributes of the other Party (or its Subsidiaries), the Party that would have been responsible for such Transaction Taxes shall pay to the other Party the amount of Transaction Taxes that would have been due and payable without taking into account such Tax Attributes.

(f) Except as otherwise provided in this Agreement, RemainCo shall be permitted to make all decisions, determinations and allocations relating to the matters set forth in this Agreement in its reasonable discretion and shall not be limited by past practice.

SECTION 2.06. Prior Agreements.

Except as set forth in this Agreement and in consideration of the mutual indemnities and other obligations of this Agreement, any and all prior Tax sharing or allocation agreements or practices between any member of the RemainCo Group and any member of the SpinCo Group shall be terminated with respect to the SpinCo Group and the RemainCo Group as of the Distribution Date. No member of either the SpinCo Group or the RemainCo Group shall have any continuing rights or obligations under any such agreement.

ARTICLE III

TAX RETURNS, TAX CONTESTS AND OTHER ADMINISTRATIVE MATTERS

SECTION 3.01. Responsibility for Preparing Tax Returns.

(a) RemainCo shall make all determinations with respect to and have ultimate control over the preparation of all (i) RemainCo Separate Returns for all taxable periods and (ii) Joint Returns. If SpinCo is responsible for filing any such Tax Return under Section 3.02(a),

RemainCo shall, subject to Section 3.01(d), promptly deliver such prepared Tax Return to SpinCo reasonably in advance of the applicable filing deadline.

(b) Except as provided in Section 3.01(a), SpinCo shall have ultimate control over the preparation of all SpinCo Separate Returns for all taxable periods. If RemainCo is responsible for filing any such Tax Return under Section 3.02(a), SpinCo shall, subject to Section 3.01(d), promptly deliver such prepared Tax Return to RemainCo reasonably in advance of the applicable filing deadline.

(c) To the extent that any Tax Return described in Section 3.01(a) or (b) is required to be filed by a Party other than the Tax Return Preparer or directly relates to matters for which another Party may have an indemnification obligation to the Tax Return Preparer or that may give rise to a Refund to which that other Party would be entitled, in each case, under this Agreement, the Tax Return Preparer shall (i) prepare the relevant portions of the Tax Return on a basis consistent with past practice, except (A) as required by applicable Law or to correct any clear error, (B) as a result of changes or elections made on any Tax Return of a RemainCo Consolidated Group that do not relate primarily to the SpinCo Group or (C) as mutually agreed by the Parties; (ii) notify the other Party of any such portions not prepared on a basis consistent with past practice; (iii) provide the other Party a reasonable opportunity to review the relevant portions of the Tax Return; (iv) consider in good faith any reasonable comments made by the other Party; and (v) not file any such Tax Return without the consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed).

(d) The Parties shall attempt in good faith to resolve any issues arising out of the review of any such Tax Return as soon as practically possible. If the Parties are unable to resolve their differences, then the Parties shall collectively select a nationally recognized public accounting firm commonly considered as one of the "Big 4" (the "Accounting Firm") and shall instruct the Accounting Firm to use its best efforts to prepare the relevant portions of the Tax Return on behalf of the Tax Return Preparer in compliance with Section 3.01(c) as promptly as practically possible. All determinations of the Accounting Firm relating to the disputed items, absent fraud, shall be final and binding on the Parties. The fees and expenses of the Accounting Firm shall be borne by SpinCo.

(e) SpinCo shall provide to RemainCo all information related to members of the SpinCo Group that is reasonably requested by RemainCo and required to complete any Tax Return which is the responsibility of RemainCo pursuant to Section 3.01(a), in the format reasonably requested by RemainCo, and at least sixty (60) days prior to the due date (including extensions) of the relevant Tax Return. In particular, the SpinCo Group tax department will support RemainCo with respect to data collection and compilation requirements. The dates for submissions to RemainCo required in this section may be modified by mutual agreement of RemainCo and SpinCo.

(f) Each Party shall bear its own expenses in connection with the preparation of Tax Returns pursuant to this Section 3.01; provided that expenses incurred with respect to Joint Returns under Section 3.01(a)(ii) shall be borne by RemainCo.

SECTION 3.02. Filing of Tax Returns and Payment of Taxes.

(a) Each Party shall execute and timely file each Tax Return that it is responsible for filing under applicable Law and shall timely pay to the relevant Taxing Authority any amount shown as due on each such Tax Return. The obligation to make payments pursuant to this Section 3.02(a) shall not affect a Party's right, if any, to receive payments under Section 3.02(b) or otherwise be indemnified under this Agreement.

(b) In addition to its obligations under Section 3.01(c), the relevant Tax Return Preparer shall, no later than five (5) business days before the due date (including extensions timely applied for) of any Tax Return described in Section 3.01(a) or (b), notify the other Party of any amount (or any portion of any such amount) shown as due on that Tax Return (i) if the Tax Return Preparer is responsible for filing such Tax Return under Section 3.02(a), for which the other Party must indemnify the Tax Return Preparer under this Agreement or (ii) if the other Party is responsible for filing such Tax Return under Section 3.02(a), which the other Party must so pay, as the case may be. The other Party shall pay such amount directly to the Tax Return Preparer no later than the due date (including extensions) of the relevant Tax Return. A failure by an Indemnitee to give notice as provided in this Section 3.02(b) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(c) With respect to any estimated Taxes, the Party that is or will be the Tax Return Preparer with respect to any Tax Return that will reflect (or otherwise give credit for) such estimated Taxes shall remit or cause to be remitted to the applicable Taxing Authority in a timely manner any estimated Taxes due. In the case of any estimated Taxes for which the Party that is not the Tax Return Preparer is obligated pursuant to this Agreement to pay all or a portion of the Taxes that will be reported as due on any Tax Return that will reflect (or otherwise give credit for) such estimated Taxes, the Tax Return Preparer shall notify the other Party, in writing, of its obligation to pay such estimated Taxes and, in reasonably sufficient detail, its calculation of the amount due by such other Party and the Party receiving such notice shall pay such amount to the Tax Return Preparer upon the later of five (5) business days prior to the date on which such payment is due and fifteen (15) business days after the receipt of such notice.

(d) No member of the SpinCo Group shall file, amend, withdraw, revoke or otherwise alter any Tax Return of any RemainCo Consolidated Group.

(e) No member of the SpinCo Group shall file, amend, withdraw, revoke or otherwise alter any Tax Return of the SpinCo Group or any member thereof to the extent such Tax Return relates to the Pre-Distribution Tax Period without the prior written consent of RemainCo (such consent not to be unreasonably withheld, conditioned or delayed).

(f) Subject to Section 3.03, in the case of any adjustment pursuant to a Determination with respect to any such Tax Return, the party that filed such Tax Return under Section 3.02(a) shall pay to the applicable Taxing Authority when due any additional Tax due with respect to such Tax Return required to be paid as a result of such adjustment pursuant to a Determination. The Tax Return Preparer shall compute the amount attributable to the SpinCo Group in accordance with Article II of this Agreement and SpinCo shall pay to RemainCo any amount due to RemainCo (or RemainCo shall pay SpinCo any amount due to SpinCo) under Article II of this Agreement within thirty (30) business days from the later of (i) the date the

additional Tax was paid by the relevant Party or, in an instance where no cash payment is due to a Taxing Authority, the date of such Determination, or (ii) the date of receipt of a written notice and demand from the relevant Party for payment of the amount due, accompanied by evidence of payment and a statement detailing the Taxes paid and describing in reasonable detail the particulars relating thereto. Any payments required under this Section 3.02(f) shall include interest computed at the rate provided in the Code for interest on underpayments, based on the number of days from the date the additional Tax was paid by the relevant Party (or, in an instance where no cash payment is due to a Taxing Authority, the date of such Determination) to the date of the payment under this Section 3.02(f).

(g) The Parties shall report the Transactions for all Tax purposes in a manner consistent with the Tax Opinions/Rulings and/or the Intended Tax Treatment, unless, and only to the extent, a different position is required pursuant to a Determination. RemainCo shall determine the Tax treatment to be reported on any Tax Return of any Tax issue relating to the Transactions that is not covered by the Tax Opinions/Rulings.

SECTION 3.03. Tax Contests.

(a) RemainCo or SpinCo, as applicable, shall, within ten (10) business days of becoming aware of any Tax Contest (including a Transaction Tax Contest) that could reasonably be expected to cause the other Party to have liability for a material amount of Taxes or an indemnification obligation under this Agreement, notify the other Party of such Tax Contest and thereafter promptly forward or make available to the other Party copies of notices and communications relating to the relevant portions of such Tax Contest. A failure by an Indemnitee to give notice as provided in this Section 3.03(a) (or to promptly forward any such notices or communications) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(b) RemainCo shall have the exclusive right to control the conduct and settlement of any Tax Contest other than the Tax Contests that SpinCo controls pursuant to Section 3.03(c); provided that SpinCo shall have the right, at its sole expense, to participate in and advise on all aspects of any such Tax Contest to the extent SpinCo would have liability for a material amount of Taxes as a result of the proposed settlement of any such Tax Contest pursuant to Article II; provided, further, that RemainCo shall not settle such Tax Contest without the consent of SpinCo (not to be unreasonably withheld, conditioned or delayed). For purposes of Section 3.03(a) and this Section 3.03(b), liability for a material amount of Taxes shall be an amount of liability that exceeds $10 million.

(c) SpinCo shall have the right to control the conduct and settlement of any Tax Contest that relates to Taxes that are the sole responsibility of SpinCo pursuant to Article II; provided that RemainCo shall have the right, at its sole expense, to participate in and advise on all aspects of such Tax Contests and may coordinate discussions with the relevant Taxing Authority with respect thereto to the extent that such Tax Contests relate to a Pre-Distribution Tax Period; provided, further, that SpinCo shall not settle any such Tax Contest without the consent of RemainCo (such consent not to be unreasonably withheld, conditioned or delayed).

(d) Notwithstanding anything herein to the contrary, RemainCo shall have the exclusive right to control the conduct and settlement of any Transaction Tax Contest, provided, that RemainCo shall not accept or enter into any settlement relating to any Transaction Tax to the extent that SpinCo is liable for such Transaction Tax pursuant to Section 2.02(c) without the consent of SpinCo (such consent not to be unreasonably withheld, conditioned or delayed).

SECTION 3.04. Expenses. Each Party shall bear its own expenses in the course of any Tax Contest, other than expenses included in the definition of Transaction Taxes, which shall be governed by Article II.

ARTICLE IV

TAX MATTERS RELATING TO THE TRANSACTIONS

SECTION 4.01. Mutual Representations. Each Party represents that it knows of no fact, and has no plan or intention to take any action, that it knows or reasonably should expect, after consultation with a Tax Advisor, is inconsistent with the qualification of any step of the Transactions for its Intended Tax Treatment, the Tax Opinions/Rulings or the covenants set forth in this Agreement.

SECTION 4.02. Mutual Covenants. Except as otherwise expressly required or permitted by the Separation Agreement, this Agreement or any other Ancillary Agreement, after the Distribution neither Party shall take or fail to take, or cause or permit its respective Subsidiaries to take or fail to take, any action, if such action or omission would (i) violate, be inconsistent with or cause to be untrue any covenant, representation, information or statement in any Tax Opinions/Rulings or a letter or certificate that forms the basis therefor, or (ii) adversely affect, or be reasonably likely to adversely affect, or be inconsistent with, the Intended Tax Treatment of the Transactions.

SECTION 4.03. Restricted Actions.

(a) Subject to Section 4.04, during the period beginning on the Distribution Date and ending on, and including, the last day of the two-year period following the Distribution Date (or such other period of time as provided in Exhibit G) (the "Restricted Period"), SpinCo shall not (and shall not cause or permit any of member of the SpinCo Group to), in a single transaction or a series of transactions:

(i) enter into any Proposed Acquisition Transaction;

(ii) take any affirmative action that permits a Proposed Acquisition Transaction to occur by means of an agreement to which no member of the SpinCo Group is a party (including by (A) redeeming rights under a shareholder rights plan, (B) making a determination that a tender offer is a "permitted offer" under any such plan or otherwise causing any such plan to be inapplicable or neutralized with respect to any Proposed Acquisition Transaction or (C) approving any Proposed Acquisition Transaction, whether for purposes of Section 203 of the Delaware General Corporate Law or any similar corporate statute, any "fair price" or other provision of SpinCo' charter or bylaws or otherwise);

(iii) liquidate or partially liquidate SpinCo, any Section 355 Entity or any ATB Entity whether by merger, consolidation or otherwise (provided that, for the avoidance of doubt, a merger of another entity into SpinCo or any of its Subsidiaries shall not constitute an action described in this Section 4.03(a)(iii));

(iv) cause or permit any ATB Entity to cease to engage in the Active Trade or Business;

(v) sell or transfer (A) 30% or more of the gross assets that are held by any ATB Entity and are used in the Active Trade or Business, (B) 30% or more of the gross assets of the "separate affiliated group" (within the meaning of Section 355(b)(3)(B) of the Code) of (I) SpinCo (such separate affiliated group, the "SpinCo SAG") held immediately before the Distribution (provided, however, that the foregoing shall not apply to sales, transfers or dispositions of assets between members of the SpinCo SAG) or (II) any Section 355 Entity (each such separate affiliated group, a "Section 355 Entity SAG") held immediately before the Distribution (provided, however, that the foregoing shall not apply to sales, transfers or dispositions of assets between members of the same such Section 355 Entity SAG) or (C) any lesser amount if that sale or transfer could reasonably be expected to result in a significant and material change to, or termination of, the Active Trade or Business immediately after the Distribution Date;

(vi) (A) dispose of or permit an Affiliate of SpinCo to dispose of, directly or indirectly, any interest in any ATB Entity, (B) permit an issuance of equity by an ATB Entity (or any entity with any interest, direct or indirect, in any ATB Entity) such that SpinCo or a Section 355 Entity, as applicable, is no longer treated as engaged in the relevant Active Trade or Business, or (C) permit any such ATB Entity to make or revoke any election under Regulations Section 301.7701-3;

(vii) redeem or otherwise repurchase (directly or indirectly) any SpinCo Stock or stock of any Section 355 Entity, except to the extent, with respect to SpinCo Stock, such redemptions or repurchases meet the following requirements: (A) those redemptions or purchases are for business reasons unrelated to the Distribution, (B) SpinCo Stock to be purchased is widely held, (C) those redemptions or purchases will be made on the open market and (D) the aggregate amount of those redemptions or purchases will be less than 20% of the total value of the outstanding SpinCo Stock;

(viii) amend its certificate of incorporation (or other organizational documents), or take any other action, affecting the relative voting rights of the separate classes of SpinCo Stock or the stock or other equity interests of any Section 355 Entity; provided, however, that this clause (vii) shall not be deemed to be violated upon the SpinCo' adoption of a shareholder rights plan that meets the requirements of IRS Revenue Ruling 90-11; or

(ix) take or fail to take, as the case may be, any of the actions specified in Exhibit G.

(b) For purposes of this Agreement, "Proposed Acquisition Transaction" means any transaction or series of transactions (or any agreement, understanding or arrangement (within the meaning of Section 355(e) of the Code and Section 1.355-7 of the Regulations) to enter into a transaction or series of transactions, whether any such transaction is to occur during or after the Restricted Period) as determined for purposes of Section 355(e) of the Code, in connection with which (A) any member of the SpinCo Group would merge or consolidate with any Person other than any other member of the SpinCo Group, (B) any member of the SpinCo Group would form one or more joint ventures with any Person other than any other member of the SpinCo Group in which, in the aggregate, more than 40% of the gross assets of the SpinCo Group are transferred to such joint ventures or (C) one or more Persons would (directly or indirectly) acquire, or have the right to acquire (including pursuant to an option, warrant or other conversion right), from any other Person or Persons, an interest in the equity of SpinCo or any Section 355 Entity that, when combined with any other acquisitions of SpinCo or any such Section 355 Entity, as relevant, that occur after the Distribution (but excluding any other acquisition described in clause (ii)) comprises 40% or more of the value or the total combined voting power of all interests that are treated as outstanding equity in SpinCo or such Section 355 Entity, as relevant, for U.S. federal income tax purposes immediately after such transaction or, in the case of a series of related transactions, immediately after any transaction in such series. For this purpose, any recapitalization, repurchase or redemption of equity in SpinCo or any Section 355 Entity and any amendment to the certificate of incorporation (or other organizational documents) of SpinCo or such Section 355 Entity shall be treated as an indirect acquisition of such stock by any shareholder to the extent such shareholder's percentage interest in the issuer for U.S. federal income tax purposes increases by vote or value.

(c) If SpinCo, any Section 355 Entity or any ATB Entity merges or consolidates with another entity to form a new entity, references in this Agreement to SpinCo, a Section 355 Entity or an ATB Entity, as applicable, shall be to that new entity and references in this Agreement to SpinCo Stock or interests in a Section 355 Entity or an ATB Entity, as applicable, shall be to the capital stock or other relevant instruments or rights of that new entity.

(d) SpinCo shall not take or fail to take any action during the Restricted Period that would reasonably be expected to increase the Tax liability of the RemainCo Group in connection with the Transactions and shall not undertake any transaction that is not in the ordinary course of business and that would result in any member of the RemainCo Group reporting additional income under Sections 951 or 951A of the Code.

(e) The provisions of this Section 4.03, including the definition of "Proposed Acquisition Transaction", are intended to monitor compliance with Section 355 of the Code and shall be interpreted accordingly. Any clarification of, or change in, Section 355 of the Code or the Regulations thereunder shall be incorporated into this Section 4.03 and its interpretation.

SECTION 4.04. Consent to Take Certain Restricted Actions.

(a) SpinCo may (and may cause or permit a member of the SpinCo Group to) take an action otherwise prohibited under Section 4.03(a) if RemainCo consents in writing, which consent shall be at RemainCo's sole discretion. For the avoidance of doubt, RemainCo's written

consent pursuant to this Section 4.04(a) shall not in any way relieve SpinCo of its indemnification obligations under Section 2.02(b).

(b) RemainCo may, at its sole discretion and as a condition to granting its written consent pursuant to Section 4.04(a), require SpinCo to provide Satisfactory Guidance; provided, however, the provision of Satisfactory Guidance shall not obligate RemainCo to grant its written consent pursuant to Section 4.04(a).

(c) For purposes of this Agreement, "Satisfactory Guidance" means either a Ruling or an Unqualified Tax Opinion concluding that the proposed action will not cause any step of the Transactions to fail to qualify for its Intended Tax Treatment. Such Ruling or Unqualified Tax Opinion shall constitute Satisfactory Guidance only if they are satisfactory to RemainCo at its sole discretion in both form and substance, including with respect to any underlying assumptions or representations and any legal analysis contained therein.

(d) For purposes of this Agreement, "Unqualified Tax Opinion" means an unqualified "will" opinion of a Tax Advisor that permits reliance by RemainCo. The Tax Advisor, in issuing its opinion, shall be permitted to rely on the validity and correctness, as of the date given, of any previously issued Tax Opinions/Rulings, unless such reliance would be unreasonable under the circumstances, and shall assume that each of the applicable Transactions would have qualified for its Intended Tax Treatment if the action in question did not occur.

SECTION 4.05. Procedures Regarding Opinions and Rulings.

(a) If SpinCo notifies RemainCo that it desires to take a restricted action described in Section 4.03(a) and RemainCo requires Satisfactory Guidance as a condition to consenting to such restricted action pursuant to Section 4.04(b), RemainCo shall use commercially reasonable efforts to assist SpinCo in obtaining such Satisfactory Guidance. Notwithstanding the foregoing, RemainCo shall not be required to take any action pursuant to this Section 4.05(a) if, upon request, SpinCo fails to certify that all information and representations relating to SpinCo or any member of the SpinCo Group in the relevant documents are true, correct and complete or fails to obtain certification from any counterparty to any Proposed Acquisition Transaction that all information and representations relating to such counterparty in the relevant documents are true, correct and complete. SpinCo shall bear all costs and expenses of securing such Satisfactory Guidance and shall reimburse RemainCo for all reasonable out-of-pocket costs and expenses incurred by RemainCo or any member of the RemainCo Group in obtaining Satisfactory Guidance within ten (10) business days after receiving an invoice from RemainCo therefor.

(b) Notwithstanding anything herein to the contrary, RemainCo, in its sole discretion, may determine that SpinCo shall not seek a Ruling.

(c) RemainCo shall have exclusive control over the process of obtaining any Ruling relating to the Transactions and neither SpinCo nor any of its Affiliates shall independently seek any guidance concerning the Transactions from any Taxing Authority at any time. In connection with any Ruling relating to the Transactions that can reasonably be expected to affect SpinCo' liabilities under this Agreement, RemainCo shall (i) keep SpinCo informed of all material actions taken or proposed to be taken by RemainCo, (ii) reasonably in advance of the submission

of any Ruling request provide SpinCo with a draft thereof, consider SpinCo' comments on such draft, and provide SpinCo with a final copy, and (iii) provide SpinCo with notice reasonably in advance of, and permit SpinCo to attend, any formally scheduled meetings with the IRS or other relevant Taxing Authority (subject to the approval of the IRS or other relevant Taxing Authority, as applicable) that relate to such Ruling.

SECTION 4.06. Notification and Certification Regarding Certain Acquisition Transactions. If SpinCo proposes to enter into any 10% Acquisition Transaction or take any affirmative action to permit any 10% Acquisition Transaction to occur at any time during the thirty (30) month period following the Distribution Date, SpinCo shall undertake in good faith to provide RemainCo, no later than ten (10) business days following the signing of any written agreement with respect to such 10% Acquisition Transaction or obtaining knowledge of the occurrence of any such 10% Acquisition Transaction that takes place without written agreement, with a written description of such transaction (including the type and amount of SpinCo Stock to be acquired) and a brief explanation as to why SpinCo believes that such transaction, considered together with any related transactions, does not result in the application of Section 355(a)(1)(B), 355(e) or 355(f) of the Code to the Transactions. For purposes of this Section 4.06, "10% Acquisition Transaction" means any transaction or series of transactions that would be a Proposed Acquisition Transaction if the percentage specified in the definition of Proposed Acquisition Transaction were 10% instead of 40%.

SECTION 4.07. Reporting. RemainCo and SpinCo shall (i) timely file any appropriate information and statements (including as required by Section 6045B of the Code and Section 1.355-5 and, to the extent applicable, Section 1.368-3 of the Regulations) to report each of the applicable Transactions as qualifying for its Intended Tax Treatment and (ii) absent a change of Law or an applicable Determination otherwise, not take any position on any Tax Return that is inconsistent with such qualification.

SECTION 4.08. Employment Taxes; Employee Matters Agreement.

(a) Liability for Employment Taxes shall be determined pursuant to the Employee Matters Agreement.

(b) Amounts paid pursuant to the Employee Matters Agreement shall be treated in the manner as described in the Employee Matters Agreement.

SECTION 4.09. Protective Section 336(e) Election. If RemainCo determines, in its sole discretion, that a Protective Section 336(e) Election shall be made with respect to the Distribution, SpinCo agrees to take any such action that is necessary to effect such election, including any corresponding election with respect to any of its Subsidiaries, as determined by RemainCo, and shall cooperate with RemainCo to facilitate the making of such election.

SECTION 4.10. Gain Recognition Agreements. SpinCo will not take any action (including the sale or disposition of any stock, securities or other assets), or permit its Affiliates to take any such action, and SpinCo will not fail to take any action or permit its Affiliates to fail to take any action that would cause RemainCo or any of its Affiliates or SpinCo or any of its Affiliates to recognize gain under any Gain Recognition Agreement.

ARTICLE V

PROCEDURAL MATTERS

SECTION 5.01. Cooperation.

(a) Each Party shall cooperate with reasonable requests from the other Party in matters covered by this Agreement, including in connection with the preparation and filing of Tax Returns, the calculation of Taxes, the determination of the proper financial accounting treatment of Tax items and the conduct and settlement of Tax Contests. Such cooperation shall include:

(i) retaining until the expiration of the relevant statute of limitations (including extensions) of records, documents, accounting data, computer data and other information necessary for the preparation, filing, review, audit or defense of all Tax Returns relevant to an obligation, right or liability of either Party under this Agreement ("Tax Records");

(ii) the execution of any document that may be necessary or reasonably helpful in connection with any Tax Contest or the filing of a Tax Return, obtaining a Tax opinion or private letter ruling (except as otherwise provided in Section 4.05(b)), or other matters covered by this Agreement, including certification (provided in such form as may be required by applicable Law or reasonably requested and made to the best of a Party's knowledge) of the accuracy and completeness of the information it has supplied;

(iii) the use of the Parties' reasonable best efforts to obtain any documentation that may be necessary or reasonably helpful in connection with any of the foregoing;

(iv) providing the other Party reasonable access to Tax Records and to its current or former personnel (ensuring their cooperation) and premises during normal business hours to the extent relevant to an obligation, right or liability of the other Party under this Agreement or otherwise reasonably required by the other Party to complete Tax Returns or to compute the amount of any payment contemplated by this Agreement;

(v) making determinations with respect to actions described in Section 4.03(a) as promptly as practicable; and

(vi) notifying the other Party prior to disposing of any relevant Tax Records and affording the other Party the opportunity to take possession or make copies of such Tax Records at its discretion.

(b) Any information or documents provided under this Section 5.01 shall be kept confidential by the Party receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any Tax Contest. Notwithstanding any other provision of this Agreement, the Separation Agreement or any Ancillary Agreement, (i) neither RemainCo nor any Affiliate of RemainCo shall be required to provide SpinCo or any Affiliate of SpinCo or any other Person access to or copies of any information, documents or procedures (including the proceedings of any Tax Contest) other than

information, documents or procedures that relate solely to SpinCo, the SpinCo Business (including the assets and liabilities thereof) or any Affiliate of SpinCo, (ii) in no event shall RemainCo or any Affiliate of RemainCo be required to provide SpinCo, any Affiliate of SpinCo or any other Person access to or copies of any information or documents if such action could reasonably be expected to result in the waiver of any Privilege, and (iii) in no event shall SpinCo or any Affiliate of SpinCo be required to provide RemainCo, any Affiliate of RemainCo or any other Person access to or copies of any information or documents if such action could reasonably be expected to result in the waiver of any Privilege. In addition, in the event that RemainCo determines that the provision of any information or documents to SpinCo or any Affiliate of SpinCo, or SpinCo determines that the provision of any information or documents to RemainCo or any Affiliate of RemainCo, could be commercially detrimental, violate any Law or agreement or waive any Privilege, the Parties shall use reasonable best efforts to permit compliance with its obligations under this Section 5.01 in a manner that avoids any such harm or consequence.

(c) If any member of the SpinCo Group supplies information to a member of the RemainCo Group in connection with a Tax liability and an officer of a member of the RemainCo Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the RemainCo Group identifying the information being so relied upon, the chief financial officer of SpinCo (or any officer of SpinCo as designated by the chief financial officer of SpinCo) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

(d) If any member of the RemainCo Group supplies information to a member of the SpinCo Group in connection with a Tax liability and an officer of a member of the SpinCo Group signs a statement or other document under penalties of perjury in reliance upon the accuracy of such information, then upon the written request of such member of the SpinCo Group identifying the information being so relied upon, the chief financial officer of RemainCo (or any officer of RemainCo as designated by the chief financial officer of RemainCo) shall certify in writing that to his or her knowledge (based upon consultation with appropriate employees) the information so supplied is accurate and complete.

(e) If a Party fails to comply with any of its obligations set forth in this Section 5.01 upon reasonable request and notice by the other Party, and such failure results in the imposition of additional Taxes, the nonperforming Party shall be liable in full for such additional Taxes.

(f) To the extent that SpinCo makes a request pursuant to this Section 5.01 that requires RemainCo to incur any costs and expenses (including costs and expenses related to employee time to respond to such request, and, for the avoidance of doubt, any costs and expenses incurred by RemainCo for services of any third party engaged by RemainCo to assist with such request), SpinCo shall reimburse the RemainCo for all such costs and expenses, including a reasonable hourly charge for employee time. To the extent RemainCo obtains the services of any third party to assist with such a request, RemainCo shall select such third party in its sole discretion. Nothing contained in this Agreement, including this Section 5.01, shall be construed to permit SpinCo access to RemainCo Separate Returns.

SECTION 5.02. Interest. Any payments required pursuant to this Agreement that are not made within the time period specified in this Agreement shall bear interest from the end of that period. Interest required to be paid pursuant to this Agreement shall, unless otherwise specified, be computed at the rate and in the manner provided in the Code for interest on underpayments and overpayments, as applicable, for the relevant period.

SECTION 5.03. Indemnification Claims and Payments.

(a) An Indemnitee shall be entitled to make a claim for payment with respect to Taxes under this Agreement when the Indemnitee determines that it is entitled to such payment and is able to calculate with reasonable accuracy the amount of such payment (including as a result of the finalization of a Tax Return before filing). Except as otherwise provided in Sections 3.02(b) and 3.03, the Indemnitee shall provide to the Indemnifying Party notice of such claim within sixty (60) business days of the first date on which it so becomes entitled to make such claim. Such notice shall include a description of such claim and a detailed calculation of the amount claimed.

(b) Except as otherwise provided in Sections 3.02(b) and 3.03, the Indemnifying Party shall make the claimed payment to the Indemnitee within thirty (30) business days after receiving such notice, unless the Indemnifying Party reasonably disputes its liability for, or the amount of, such payment.

(c) A failure by an Indemnitee to give notice as provided in Section 3.02(b), 3.03 or 5.03(a) shall not relieve the Indemnifying Party's indemnification obligations under this Agreement, except to the extent that the Indemnifying Party shall have been actually prejudiced by such failure.

(d) Nothing in this Section 5.03 shall prejudice a Party's right to receive payments pursuant to Section 3.02(b) or 3.03.

SECTION 5.04. Amount of Indemnity Payments.

(a) The amount of any Indemnity Payment shall be (i) reduced to take into account any Tax benefit actually realized by the Indemnitee, resulting from the incurrence of the liability in respect of which the Indemnity Payment is made, in the Tax year of such liability or in any taxable period ending on or prior to the close of the Tax year of such liability and (ii) increased to take into account any Tax cost actually incurred by the Indemnitee resulting from the receipt of the Indemnity Payment, including any Tax cost arising from such Indemnity Payment having resulted in income or gain to either Party, for example, under Section 1.1502-19 of the Regulations, and any Taxes imposed on additional amounts payable pursuant to this clause (ii). For purposes of calculating the amount of any Tax benefit or Tax cost, the applicable Indemnitee shall be deemed to be subject to the maximum applicable statutory Tax rate in the applicable jurisdiction in the taxable year in which such Tax benefit or Tax cost was realized and any Tax Attributes of such Indemnitee shall be disregarded.

(b) To the extent that any Tax is subject to indemnity pursuant to both Section 2.01(c) and Section 2.02(b), responsibility for such Tax shall be shared by RemainCo and SpinCo according to relative fault.

SECTION 5.05. Treatment of Indemnity Payments. In the absence of any change in Tax treatment under the Code, any Indemnity Payment (other than any portion of a payment that represents interest accruing after the Distribution Date) shall be reported for Tax purposes by the payor and recipient as distributions or capital contributions, as appropriate, occurring immediately prior to the Distribution (but only to the extent the payment does not relate to a Tax allocated to the payor in accordance with Section 1552 of the Code or the Regulations thereunder or Section 1.1502-33(d) of the Regulations (or under corresponding principles of other applicable Tax Laws)) or as payments of an assumed or retained liability, except as otherwise required by applicable Law or a Determination.

SECTION 5.06. Tax Disputes. Notwithstanding anything to the contrary in Article VI, this Section 5.06 shall govern the resolution of any dispute arising between the Parties involving computational matters or the interpretation of operative Tax law in connection with this Agreement (a "Tax Dispute"), other than a dispute (i) relating to liability for Transaction Taxes, (ii) in which the amount of liability in dispute exceeds $20 million or (iii) relating to a Tax Return as described in Section 3.01(d); provided, however, that notwithstanding the foregoing clauses (i) through (iii), any dispute in connection with Section 2.01(b) or Section 2.03(c) shall be governed by this Section 5.06. The Parties shall negotiate in good faith to resolve any Tax Dispute for forty-five (45) calendar days (unless earlier resolved). If such Tax Dispute is not so resolved, then a senior executive of each Party shall, in good faith, attempt to resolve such Tax Dispute within forty-five (45) days following the referral of the matter to the senior executives. If such good faith negotiations among senior executives do not resolve the Tax Dispute, such Tax Dispute shall be referred to an Accounting Firm acceptable to both Parties to resolve the Tax Dispute. The Accounting Firm may, in its discretion, obtain the services of any third party appraiser, accounting firm or consultant that the Accounting Firm deems necessary to assist it in resolving the Tax Dispute. The Parties shall instruct the Accounting Firm to furnish written notice to each Party of its resolution of the Tax Dispute as soon as practicable, but in any event no later than sixty (60) calendar days after its acceptance of the matter for resolution; provided, however, that the failure of the Accounting Firm to deliver its determination within such time period shall not render such determination *ultra vires* or constitute a defense or objection to the finality or enforcement of such determination. The Accounting Firm shall act as an expert, and not as an arbitrator, and shall determine only the specific items under dispute by the Parties. No Party shall engage in any *ex parte* communication (i.e., without the inclusion of the other Parties) with the Accounting Firm, and if a Party provides information or documentation to the Accounting Firm, it shall simultaneously provide it to the other Party. The Parties to the Tax Dispute shall require the Accounting Firm to render all determinations in writing and to set forth, in reasonable detail, the basis for such determination. Any such resolution by the Accounting Firm will, absent fraud or manifest error, be conclusive and binding on the Parties and shall not be subject to challenge or appeal, and the Parties shall take, or cause to be taken, any action necessary to implement the resolution. Any challenge or appeal taken by a Party on the basis of fraud or manifest error shall be subject to the arbitration procedures contained in Section 8.1 of the Separation Agreement, which such provisions are hereby incorporated herein by reference, *mutatis mutandis*. All fees and expenses of the Accounting Firm shall be shared equally by the Parties. In the event that the Parties are unable to agree upon an Accounting Firm within fifteen (15) business days following the completion of the referral of a Tax Dispute to senior executives, the Parties shall each separately retain an independent, nationally recognized accounting firm (each, a "Preliminary Accounting

Firm"), which Preliminary Accounting Firms shall jointly select an Accounting Firm on behalf of the Parties to act as an expert in order to resolve the Tax Dispute.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination. This Agreement will terminate without further action at any time before the Distribution upon termination of the Separation Agreement. If terminated, no Party will have any liability of any kind to the other Party or any other Person on account of this Agreement, except as provided in the Separation Agreement.

SECTION 6.02. Applicability. This Agreement shall not apply before the Distribution.

SECTION 6.03. Survival. Except as expressly set forth in this Agreement, the covenants and indemnification obligations in this Agreement shall survive the Spin-Off and shall remain in full force and effect.

SECTION 6.04. Separation Agreement. The Parties agree that, in the event of a conflict between the terms of this Agreement and the Separation Agreement with respect to the subject matter hereof, the terms of this Agreement shall govern.

SECTION 6.05. Confidentiality. Each Party hereby acknowledges that confidential Information of such Party or its Subsidiaries may be exposed to employees and agents of the other Party or its Subsidiaries as a result of the activities contemplated by this Agreement. Each Party agrees, on behalf of itself and its Subsidiaries, that such Party's obligations with respect to Information and data of the other Party or its Subsidiaries shall be governed by Section 7.8 of the Separation Agreement.

SECTION 6.06. Counterparts; Entire Agreement.

(a) This Agreement may be executed in one or more counterparts, all of which counterparts shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party. This Agreement may be executed by facsimile or PDF signature and a facsimile or PDF signature shall constitute an original for all purposes.

(b) This Agreement, the Separation Agreement, the other Ancillary Agreements and the Appendices, Exhibits and Schedules hereto and thereto contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, writings, understandings, commitments and conversations with respect to such subject matter, and there are no agreements or understandings between the Parties with respect to the subject matter hereof other than those set forth or referred to herein or therein.

SECTION 6.07. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to

any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware..

SECTION 6.08. Dispute Resolution. Subject to Section 5.06, the dispute resolution procedures set forth in Section 8.1 of the Separation Agreement shall apply and are hereby incorporated herein by reference, *mutatis mutandis*.

SECTION 6.09. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT, IN THE EVENT OF ANY LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 6.09.

SECTION 6.10. Assignability. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. Notwithstanding the foregoing, either Party may assign this Agreement without consent in connection with (a) a merger transaction in which such Party is not the surviving entity and the surviving entity acquires or assumes all or substantially all of such Party's assets, or (b) the sale of all or substantially all of such Party's assets; provided, however, that the assignee expressly assumes in writing all of the obligations of the assigning Party under this Agreement, and the assigning Party provides written notice and evidence of such assignment and assumption to the non-assigning Party. No assignment permitted by this Section 6.10 shall release the assigning Party from liability for the full performance of its obligations under this Agreement.

SECTION 6.11. Third-Party Beneficiaries. (a) The provisions of this Agreement are solely for the benefit of the Parties hereto and are not intended to confer upon any Person except the Parties hereto any rights or remedies hereunder and (b) there are no third-party beneficiaries of this Agreement and this Agreement shall not provide any third Person with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

SECTION 6.12. Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to be duly given when (a) delivered in person, (b) on the

date received, if sent by a nationally recognized delivery or courier service or (c) upon the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to RemainCo, to:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202
Attn: Vice President, Tax
e-mail: [***]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001

Attention:	Allison R. Schneirov, Esq.
	Alexandra J. McCormack, Esq.
	Kyle J. Hatton, Esq.
	Lauren S. Kramer, Esq.
Email:	[***]
	[***]
	[***]
	[***]

If to SpinCo, to:

Solstice Advanced Materials Inc.
115 Tabor Road
Morris Plains, NJ 07950
Attn: Vice President, Taxes
e-mail: [***]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001

Attention:	Allison R. Schneirov, Esq.
	Alexandra J. McCormack, Esq.
	Kyle J. Hatton, Esq.
	Lauren S. Kramer, Esq.
Email:	[***]

[***]
[***]
[***]

Either Party may, by notice to the other Party, change the address to which such notices are to be given.

SECTION 6.13. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon any such determination, any such provision, to the extent determined to be invalid, void or unenforceable, shall be deemed replaced by a provision that such court determines is valid and enforceable and that comes closest to expressing the intention of the invalid, void or unenforceable provision.

SECTION 6.14. Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 6.15. Waivers of Default. No failure or delay of either Party (or the applicable member of its Group) in exercising any right or remedy under this Agreement 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 right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Waiver by either Party of any default by the other Party of any provision of this Agreement shall not be deemed a waiver by the waiving Party of any subsequent or other default.

SECTION 6.16. Specific Performance. By agreeing to arbitration in accordance with Section 8.1 of the Separation Agreement, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment or other Order in aid of arbitration proceedings. The Parties agree that the remedies at law for any breach or threatened breach hereof, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Thus, each Party irrevocably and unconditionally: (i) consents and submits to the exclusive jurisdiction of any federal court located in the State of Delaware or, where such court does not have jurisdiction, any Delaware state court, in either case, located in New Castle County ("Delaware Court") to compel arbitration or for interim or provisional remedies in aid of arbitration, and the non-exclusive jurisdiction of the Delaware Court to enforce any award under Section 8.1 of the Separation Agreement, and (ii) waives, to the fullest extent it may effectively do so, (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of

judgment or otherwise) and (c) that (x) the suit, action or proceeding in any such court is brought in an inconvenient forum, (y) the venue of such suit, action or proceeding is improper or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. Each Party also agrees that it may be effectively served with process via (I) personal delivery of a copy of the summons and complaint or (II) alternatively, by providing notices to a designated agent for service of process; *provided, however*, that without prejudice to the foregoing, service of process (including service of process to enforce a final and non-appealable judgment issued by a Delaware Court hereunder) may also be effected in any other manner that satisfies the legal requirements for service of process in the country or jurisdiction where a Party is incorporated or organized, or the country or jurisdiction where a Party's headquarters, officers or directors are located. Notwithstanding the preceding sentence, a Party may commence any claim, action or proceeding in a court other than the above-named courts solely for the purpose of enforcement of any award under this Section 6.16. The foregoing consent to jurisdiction shall not (1) constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except as permitted herein, or (2) be deemed to confer rights on any Person, other than the Parties. . The Parties further agree that each Party may seek relief pursuant to this Section 6.16 without proof of actual harm and without the need to post any undertaking, bond or any security in connection therewith (and each party hereby waives any requirement for the securing or posting of any such undertaking, bond or security in connection with such remedy). The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law, unavailable or inequitable for any reason. The Parties acknowledge and agree that the right of specific enforcement is an integral part of this Agreement and without that right, neither RemainCo nor SpinCo would have entered into this Agreement.

SECTION 6.17. Amendments. No provisions of this Agreement shall be deemed waived, amended, supplemented or modified by either Party, unless such waiver, amendment, supplement or modification is in writing and signed by the authorized representative of each Party.

SECTION 6.18. Interpretation. The rules of interpretation set forth in Section 1.2 of the Separation Agreement shall be incorporated by reference to this Agreement, *mutatis mutandis*. NOTWITHSTANDING THE FOREGOING, THE PURPOSE OF ARTICLE IV IS TO ENSURE THAT EACH OF THE APPLICABLE TRANSACTIONS QUALIFIES FOR ITS INTENDED TAX TREATMENT AND, ACCORDINGLY, THE PARTIES AGREE THAT THE LANGUAGE THEREOF SHALL BE INTERPRETED IN A MANNER THAT SERVES THIS PURPOSE TO THE GREATEST EXTENT POSSIBLE.

SECTION 6.19. Compliance by Subsidiaries. The Parties shall cause their respective Subsidiaries to comply with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

HONEYWELL INTERNATIONAL INC.

By: /s/ Jake Wasserman
Name: Jake Wasserman
Title: Vice President & General Counsel, Mergers and Acquisitions

SOLSTICE ADVANCED MATERIALS INC.

By: /s/ David Sewell
Name: David Sewell
Title: President & Chief Executive Officer

EMPLOYEE MATTERS AGREEMENT

By and Between

HONEYWELL INTERNATIONAL INC.

and

SOLSTICE ADVANCED MATERIALS INC.

Dated as of October 30, 2025

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EMPLOYEE MATTERS AGREEMENT

EMPLOYEE MATTERS AGREEMENT (this "Agreement"), dated as of October 30, 2025, by and between Honeywell International Inc., a Delaware corporation ("RemainCo"), and Solstice Advanced Materials Inc., a Delaware corporation ("SpinCo," and together with RemainCo, the "Parties").

R E C I T A L S

WHEREAS the Parties have entered into the Separation and Distribution Agreement (the "Separation Agreement") dated as of October 30, 2025, pursuant to which RemainCo intends to effect the Distribution; and

WHEREAS the Parties wish to set forth their agreements as to certain matters regarding employment, compensation and employee benefits.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01. Definitions. For purposes of this Agreement, the following terms shall have the following meanings. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Separation Agreement unless otherwise indicated.

"Benefit Plan" shall mean any plan, program, policy, agreement, arrangement or understanding that is an employment, consulting, deferred compensation, executive compensation, incentive bonus or other bonus, employee pension, profit sharing, savings, retirement, supplemental retirement, stock option, stock purchase, stock appreciation right, restricted stock, restricted stock unit, deferred stock unit, other equity-based compensation, severance pay, retention, change in control, salary continuation, life, death benefit, health, hospitalization, workers' compensation, sick leave, vacation pay, disability or accident insurance or other employee compensation or benefit plan, program, policy, agreement, arrangement or understanding, including any "employee benefit plan" (as defined in Section 3(3) of ERISA) (whether or not subject to ERISA) sponsored or maintained by such entity or to which such entity is a party.

"COBRA" shall mean the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time, and any applicable similar state or local laws.

"Code" shall mean the U.S. Internal Revenue Code of 1986, as amended.

"Collective Bargaining Agreements" has the meaning set forth in Section 2.03.

"Continuing Options" has the meaning set forth in Section 12.03(c).

"Delayed Transfer Employee" has the meaning set forth in Section 2.02.

"Destination Employer" has the meaning set forth in Section 2.02.

"Employee Records" shall mean, to the extent existing and possessed by RemainCo and/or a member of the RemainCo Group prior to the Distribution Date, all personnel files and/or employee records (including, but not limited to, any IRS Form I-9, IRS Form W-2, and training- or compliance-related documents, whether or not included or retained within or outside each such individual's personnel file) of the SpinCo Employees and Former SpinCo Employees, except for (i) "protected health information" under the Health Insurance Portability and Accountability Act of 1996, as amended, or any similar state, local or foreign Law (including forms of such individual's work-related medical restriction(s)), or (ii) performance records.

"Employee Representative" shall mean any works council, employee representative, labor union, trade union, labor or management organization, labor board, group of employees, or any similar representative or employee representative body for any SpinCo Employees or Former SpinCo Employees.

"Employment Taxes" shall mean all fees, Taxes, social insurance payments or similar contributions to a fund of a Governmental Authority with respect to wages or other compensation of an employee or other service provider.

"ERISA" shall mean the U.S. Employee Retirement Income Security Act of 1974, as amended.

"Former Business" means any terminated, divested or discontinued businesses, operations or properties of either the RemainCo Group, the SpinCo Group, any of their respective members or any of their respective predecessors, in each case, prior to the Distribution.

"Former RemainCo Employee" shall mean a former employee who, on the applicable date, is not a Former SpinCo Employee.

"Former SpinCo Employee" shall mean, as of any applicable date, each individual who (a) as of immediately prior to such individual's termination of employment (x) was a SpinCo Employee or (y) dedicated all or substantially all of his or her employment services to the activities and operations of the SpinCo Business (excluding any employees providing services to the SpinCo Group pursuant to the TSA) and (b) as of such applicable date, is not employed by any member of the SpinCo Group.

"Former SpinCo Independent Contractor" means (i) any individual who would qualify as a SpinCo Independent Contractor but whose engagement or service with RemainCo or any member of the RemainCo Group terminated for any reason prior to any applicable date, and (ii) any former individual independent contractor or consultant of RemainCo or any member of the RemainCo Group who was exclusively or primarily engaged in the SpinCo Business (A) at the time either (x) such business was sold, conveyed, assigned, transferred, spun-off, split-off or otherwise disposed of or divested (in whole or in part) to a Person that is not a member of the SpinCo Group or the RemainCo Group or (y) the operations, activities or production of which were discontinued, abandoned, completed or otherwise terminated (in whole or in part), or (B) at

any other time, but in such case only to the extent relating to his or her service with such SpinCo Business.

"Local Agreement" shall mean an agreement describing the implementation of the matters described in this Agreement (including, without limitation, matters regarding employment, compensation and employee benefits) with respect to Non-U.S. Employees in accordance with applicable non-U.S. Law in the custom of the applicable jurisdictions.

"Non-U.S. Employees" has the meaning set forth in Section 13.01.

"Pension Asset Transfer Amount" has the meaning set forth in Section 8.01.

"Post-SpinCo Share Price" shall mean the volume-weighted average per share price of SpinCo Common Stock on The Nasdaq Stock Market during the Distribution Date.

"Pre-SpinCo Share Price" shall mean the closing per share price of RemainCo Common Stock trading "regular way with due bills" on The Nasdaq Stock Market on the last trading day immediately prior to the Distribution Date.

"Projected Benefit Obligation" has the meaning set forth in Section 8.01.

"RemainCo 401(k) Plan" has the meaning set forth in Section 9.01.

"RemainCo Benefit Plan" shall mean any Benefit Plan sponsored, maintained or, unless such Benefit Plan is sponsored or maintained by a member of the SpinCo Group, contributed to by any member of the RemainCo Group or to which any member of the RemainCo Group is a party.

"RemainCo Common Stock" shall mean the issued and outstanding shares of Common Stock, par value $1.00 per share, of RemainCo.

"RemainCo Employee" shall mean, as of any applicable date, (a) each individual who is an employee of the RemainCo Group as of immediately prior to the Distribution, including any individual who is not actively at work due to a leave of absence (including vacation, holiday, illness, injury, or short-term disability and including, until such time as provided in ARTICLE 7, any SpinCo LTD Employee) from which such employee is permitted to return to active employment in accordance with the RemainCo Group's personnel policies, as in effect from time to time, or applicable Law, (b) each individual who becomes an active employee of the RemainCo Group following the Distribution, but, in each case, excluding any SpinCo Employee or Former SpinCo Employee and (c) each individual who, although deemed to be an employee of the SpinCo Group due to the Transfer of Undertakings because of such individual's rendering of services pursuant to the TSA or otherwise, is intended by RemainCo to be a RemainCo Employee.

"RemainCo Equity Award" means an equity incentive award to be issued by RemainCo pursuant to the RemainCo Equity Plans in accordance with ARTICLE 12.

"RemainCo Equity Plans" shall mean the 2016 Stock Incentive Plan, the 2016 Stock Incentive Plan for Non-Employee Directors, the 2011 Stock Incentive Plan, the 2006 Stock

Incentive Plan, each as amended from time to time, and any other stock option, stock incentive compensation plan or arrangement, including equity award agreements, that is a RemainCo Benefit Plan, as in effect as of the time relevant to the applicable provision of this Agreement.

"RemainCo Flexible Spending Account" shall mean any flexible spending arrangement under any cafeteria plan qualifying under Section 125 of the Code that is a RemainCo Benefit Plan.

"RemainCo Health Savings Account" shall mean any health savings account under a health savings account plan that is a RemainCo Benefit Plan.

"RemainCo LTD Plan" shall mean any long-term disability insurance plan that is a RemainCo Benefit Plan.

"RemainCo Nonqualified Deferred Compensation Plans" shall mean the RemainCo Deferred Incentive Compensation Plan, the RemainCo Supplemental Savings Plan, the Supplemental Pension Plan, the Supplemental Executive Retirement Plan for Executives in Career Band 6 and Above, the Supplemental Defined Benefit Retirement Plan, each as amended from time to time, and any other nonqualified deferred compensation plan or arrangement (including individual arrangements) that is a RemainCo Benefit Plan, as in effect as of the time relevant to the applicable provision of this Agreement.

"RemainCo Partial Transfer Pension Plan" has the meaning set forth in Section 8.02.

"RemainCo Pension Plan" has the meaning set forth in Section 8.01.

"RemainCo Pension Trust" has the meaning set forth in Section 8.01.

"RemainCo Welfare Plan" shall mean each Welfare Plan that is a RemainCo Benefit Plan.

"Restricted Stock Unit" means a time-based restricted stock unit award.

"Restrictive Covenant Agreement" means any individual (i) Honeywell International Inc. Employee Agreement Relating to Trade Secrets, Proprietary and Confidential Information, (ii) Honeywell International Inc. Noncompete Agreement for Select Management Employees, or (iii) any other individual agreement containing restrictive covenants (including, without limitation, confidentiality, non-disclosure, non-competition, non-solicitation, non-interference, and/or non-hire restrictive covenants), in each case, between RemainCo or any member of the RemainCo Group on the one hand, and any SpinCo Employee or Former SpinCo Employee on the other hand, as in effect immediately prior to the Distribution Date.

"SpinCo 401(k) Plan" has the meaning set forth in Section 9.01.

"SpinCo Benefit Plan" shall mean any Benefit Plan sponsored, maintained or, unless such Benefit Plan is sponsored or maintained by a member of the RemainCo Group, contributed to by any member of the SpinCo Group or to which any member of the SpinCo Group is a party; provided, that any retention agreement entered into prior to the Distribution Date by and between RemainCo or any member of the RemainCo Group and any SpinCo Employee or Former SpinCo

Employee shall be deemed a SpinCo Benefit Plan (such agreements, inclusive of those listed on Schedule 1.01, the "Retention Agreements").

"SpinCo Business" shall have the meaning set forth in the Separation Agreement.

"SpinCo Common Stock" shall mean the issued and outstanding shares of Common Stock, par value $1.00 per share, of SpinCo.

"SpinCo Conversion Ratio" shall mean a fraction, the numerator of which is the Pre-SpinCo Share Price, and the denominator of which is the Post-SpinCo Share Price.

"SpinCo Employee" shall mean, as of any applicable date, (a) each individual who is an employee of the SpinCo Group as of immediately prior to the Distribution, including any individual who is not actively at work due to a leave of absence (including vacation, holiday, illness, injury, short-term disability but excluding, until such time as provided in ARTICLE 7, any SpinCo LTD Employee) from which such employee is permitted to return to active employment in accordance with the SpinCo Group's personnel policies, as in effect from time to time, or applicable Law, (b) each individual who becomes an active employee of the SpinCo Group following the Distribution, but, in each case of clause (a) or (b), excluding any Former SpinCo Employee, (c) each individual listed in a Local Agreement as a SpinCo Employee and (d) each individual who, although deemed to be an employee of the RemainCo Group due to the Transfer of Undertakings because of such individual's rendering of services pursuant to the TSA or otherwise, is intended by RemainCo to be a SpinCo Employee; provided, however, that unless otherwise required by applicable Law, each individual listed in a Local Agreement as a RemainCo Employee shall be a RemainCo Employee for all purposes of this Agreement.

"SpinCo Option" shall mean a SpinCo Equity Award that is a Stock Option.

"SpinCo Employee PCU" shall mean a performance cash unit that has been granted to a SpinCo Employee under a RemainCo Equity Plan.

"SpinCo RSU" shall mean a SpinCo Equity Award that is a Restricted Stock Unit.

"SpinCo Equity Award" means a RemainCo Equity Award that has been granted to a SpinCo Employee, SpinCo Non-Employee Director or SpinCo Independent Contractor and that, after application of ARTICLE 12, is denominated in SpinCo Common Stock.

"SpinCo Full Transfer Pension Plans" has the meaning set forth in Section 8.03.

"SpinCo Independent Contractor" shall mean each individual who, as of the date on which RemainCo determines to transfer the contracts of service of applicable individuals to SpinCo or another member of the SpinCo Group, is engaged as an independent contractor or consultant by RemainCo or any member of the RemainCo Group or who is party to any agreement with RemainCo or any member of the RemainCo Group contemplating future service, and in each case who RemainCo determines as of such date is (or who, pursuant to such agreement contemplating future service, would be) either (i) exclusively or primarily engaged in the SpinCo Business or (ii) necessary for the ongoing operation of the SpinCo Business following the Distribution.

"SpinCo Long-Term Incentive Plan" has the meaning set forth in Section 12.01.

"SpinCo LTD Employee" shall mean any employee of the SpinCo Group who, as of immediately prior to the employee's transfer to a member of the SpinCo Group or the Distribution, which is earlier, is receiving long-term disability benefits under the RemainCo LTD Plan.

"SpinCo Non-Employee Director" shall mean any member of the board of directors of SpinCo who was a member of the board of directors of RemainCo as of immediately prior to the Distribution and who is not a SpinCo Employee.

"SpinCo Partial Transfer Pension Plan" has the meaning set forth in Section 8.02.

"SpinCo U.S. Pension Liabilities" has the meaning set forth in Section 8.01.

"SpinCo U.S. Pension Participants" has the meaning set forth in Section 8.01.

"SpinCo U.S. Pension Plan" has the meaning set forth in Section 8.01.

"SpinCo U.S. Pension Transfer Date" has the meaning set forth in Section 8.01.

"SpinCo U.S. Pension Trust" has the meaning set forth in Section 8.01.

"SpinCo Welfare Plans" has the meaning set forth in Section 6.01.

"Stock Option" means an option to acquire common stock.

"Subsidiary" of any Person shall mean any corporation or other organization whether incorporated or unincorporated of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries; provided, however, that solely for purposes of this Agreement, SpinCo and its Subsidiaries shall not be considered Subsidiaries of RemainCo (or members of the RemainCo Group) prior to, on or after the Distribution.

"Tax Return" shall have the meaning set forth in the TMA.

"Taxes" shall have the meaning set forth in the TMA.

"Taxing Authority" shall have the meaning set forth in the TMA.

"TMA" shall mean the Tax Matters Agreement dated as of the date of this Agreement by and between RemainCo and SpinCo.

"Transfer of Undertakings" shall mean the Transfers of Undertakings Directive 2001/23/EC of the European Council and any similar applicable Law.

"TSA" shall mean the Transition Services Agreement dated as of the date of this Agreement by and between RemainCo and SpinCo.

"UK Share Purchase Plan" has the meaning set forth in Section 12.08.

"Welfare Plan" shall mean each Benefit Plan that provides life insurance, health care, dental care, accidental death and dismemberment insurance, disability, severance, vacation or other group welfare or fringe benefits.

"Welfare Plan Date" has the meaning set forth in Section 6.01.

ARTICLE 2

GENERAL PRINCIPLES

Section 2.01. SpinCo Employees; SpinCo Independent Contractors. Except as provided in Section 2.02, all SpinCo Employees as of immediately prior to the Distribution shall continue to be employees of the SpinCo Group immediately following the Distribution. The Parties hereto agree that none of the transactions contemplated by the Separation Agreement or any of the Ancillary Agreements, including this Agreement, shall result in any SpinCo Employee, SpinCo LTD Employee or Former SpinCo Employee being deemed to have incurred a termination of employment or being eligible to receive severance benefits, solely as a result of the Distribution. To the extent permitted by applicable Law, through and until immediately prior to the Distribution Date, RemainCo shall use commercially reasonable efforts to (i) cause the contract of services of any natural person SpinCo Independent Contractor to be transferred to (or retained by, as applicable) a member of the SpinCo Group and (ii) cause the contract of services between any natural person RemainCo Independent Contractor engaged directly by a member of the SpinCo Group who does not qualify as a SpinCo Independent Contractor and a member of the SpinCo Group, to be transferred to a member of the RemainCo Group.

Section 2.02. Delayed Transfer Employees. To the extent that applicable Law (including the Transfer of Undertakings) or any arrangement with a Governmental Authority or any agreement between Parties prevents the Parties from causing any (a) RemainCo Employee who is intended to be a SpinCo Employee to be employed by a member of the SpinCo Group as of immediately following the Distribution as contemplated by Section 2.01 or (b) SpinCo Employee who is intended to be a RemainCo Employee to be employed by a member of the RemainCo Group as of immediately following the Distribution (each such employee, a "Delayed Transfer Employee" and the SpinCo Group or RemainCo Group entity to which such Delayed Transfer Employee is intended to be transferred, the "Destination Employer"), the Parties shall use commercially reasonable efforts to ensure that (i) such Delayed Transfer Employee becomes employed by the Destination Employer at the earliest time permitted by applicable Law or such agreement with a Governmental Authority and (ii) the Destination Employer receives the benefit of such Delayed Transfer Employee's services from and after the Distribution, including under the TSA or by entering into an employee leasing or similar arrangement. "Delayed Transfer Employee" shall also include (x) any RemainCo Employee who, following the Distribution, provides services to the SpinCo Group under the TSA and whose employment is intended by RemainCo to transfer to the SpinCo Group following the completion of the applicable TSA service, and with respect to such Delayed Transfer Employees, the Parties shall use commercially reasonable efforts to ensure that any such Delayed Transfer Employee becomes employed by the SpinCo Group as soon as practicable following the completion of the applicable TSA service, and

(y) any RemainCo Employee located in the United Arab Emirates and/or Saudi Arabia as of immediately prior to the Distribution and whose employment is intended to transfer to the SpinCo Group as of immediately following the Distribution as contemplated by Section 2.01, and with respect to each such Delayed Transfer Employee, the Parties shall use commercially reasonable efforts to ensure that each such Delayed Transfer Employee becomes employed by the SpinCo Group as soon as practicable following the Distribution. From and after the commencement of a Delayed Transfer Employee's employment with the Destination Employer, such Delayed Transfer Employee shall be treated for all purposes of this Agreement, including Section 4.02, as if such Delayed Transfer Employee commenced employment with the Destination Employer as of the Distribution as contemplated by Section 2.01.

Section 2.03. Collectively Bargained Employees. All provisions contained in this Agreement providing for the treatment of compensation and benefits in connection with the Distribution shall apply equally to any employee who is covered by any agreements or arrangements with any collective bargaining representative, works council, labor union, trade union, labor or management organization, group of employees, or other Employee Representative (collectively, "Collective Bargaining Agreements"), including all (i) national or sector specific collective agreements which are applicable to SpinCo Employees and (ii) modifications of, or amendments to, such agreements or arrangements and any rules, procedures, awards or decisions of Governmental Authorities interpreting or applying such agreements, except to the extent that any such agreement specifically provides for the compensation or benefits contemplated by such provision and, in each such case, such agreement shall apply rather than the terms of this Agreement.

Section 2.04. Collective Bargaining Agreements. As of the Distribution, SpinCo shall, and shall cause the members of the SpinCo Group as appropriate to, adopt and assume any Collective Bargaining Agreement covering any of the SpinCo Employees immediately prior to the Distribution, subject to any agreed-upon changes required by the transition of such Collective Bargaining Agreement to SpinCo or applicable Law, and recognize the works councils, labor unions and other Employee Representatives that are party to such Collective Bargaining Agreements; provided that any compensation or benefits that were, prior to the Distribution, provided to SpinCo Employees under the Collective Bargaining Agreements through the RemainCo Benefit Plans shall, to the extent such compensation and benefits are still required to be provided under the Collective Bargaining Agreements on and after the Distribution, be provided as mutually agreed with such works councils, labor unions and other Employee Representatives through the SpinCo Benefit Plans as set forth in this Agreement. Nothing in this Agreement is intended to alter the provisions of any Collective Bargaining Agreement or modify in any way the obligations of the RemainCo Group or the SpinCo Group to any Employee Representative or any other Person as described in such Collective Bargaining Agreement.

Section 2.05. Information and Consultation. The Parties shall, and shall cause the other members of the RemainCo Group and/or SpinCo Group (as applicable) to, comply with all requirements and obligations to inform, consult or otherwise notify any SpinCo Employees, any RemainCo Employees, and/or Employee Representatives in relation to the Distribution or other transactions contemplated by this Agreement and/or the Separation Agreement, whether required pursuant to any Collective Bargaining Agreement, the Transfer of Undertakings, or other applicable Law.

Section 2.06. Liabilities and Assets Generally.

(a) All Liabilities and Assets Assumed or retained by a member of the RemainCo Group under this Agreement shall be RemainCo Liabilities or RemainCo Assets, respectively, for purposes of the Separation Agreement. All Liabilities and Assets Assumed or retained by a member of the SpinCo Group under this Agreement shall be SpinCo Liabilities or SpinCo Assets, respectively, for purposes of the Separation Agreement.

(b) From and after the Distribution Date, except as expressly provided in this Agreement (or a Local Agreement) or as required under applicable Law:

(i) SpinCo and the SpinCo Group shall assume or retain, as applicable, and SpinCo hereby agrees to pay, perform, fulfill and discharge, in due course in full, (i) all Liabilities with respect to the employment, engagement, service, or termination of employment, engagement, or service of all SpinCo Employees, Former SpinCo Employees, SpinCo Independent Contractors, Former SpinCo Independent Contractors, and their dependents and beneficiaries, and other service providers, in each case, to the extent arising, in whole or in part, in connection with or as a result of employment, engagement or service with or the performance or services to or on behalf of any member of the SpinCo Group, (ii) all Liabilities under all SpinCo Benefit Plans, whenever incurred, (iii) any other Liabilities expressly assigned to SpinCo or any member of the SpinCo Group under this Agreement, inclusive of the Retention Agreements, and

(ii) RemainCo and the RemainCo Group shall assume or retain, as applicable, and RemainCo hereby agrees to pay, perform, fulfill and discharge, in due course in full (i) all Liabilities with respect to the employment, engagement, service, or termination of employment of all RemainCo Employees, Former RemainCo Employees, SpinCo Independent Contractors, Former SpinCo Independent Contractors, and their dependents and beneficiaries, and other service providers, in each case to the extent solely arising in connection with or as a result of employment, engagement or service with or the performance of services to or on behalf of any member of the RemainCo Group, (ii) all Liabilities under all RemainCo Benefit Plans, whenever incurred, and (iii) any other Liabilities expressly assigned to RemainCo or any member of the RemainCo Group under this Agreement.

(c) From and after the Distribution Date, except as expressly provided in this Agreement (or a Local Agreement) or as required under applicable Law:

(i) SpinCo and the SpinCo Group shall Assume or retain, as applicable, all Assets held in trust to fund the SpinCo Benefit Plans and all insurance policies funding the SpinCo Benefit Plans.

(ii) RemainCo and the RemainCo Group shall Assume or retain, as applicable, all Assets held in trust to fund the RemainCo Benefit Plans and all insurance policies funding the RemainCo Benefit Plans.

Section 2.07. Benefit Plans.

(a) Except as otherwise specifically provided in this Agreement or as may otherwise be provided in accordance with the TSA, as of the Distribution, (i) each SpinCo Employee (and each of their respective dependents and beneficiaries) shall cease active participation in, and each member of the SpinCo Group shall cease to be a participating employer in, all RemainCo Benefit Plans, and, as of such time, SpinCo shall, or shall cause its Subsidiaries to, have in effect such corresponding SpinCo Benefit Plans as are necessary to comply with its obligations pursuant to this Agreement and (ii) each RemainCo Employee (and each of their respective dependents and beneficiaries) shall cease active participation in, and each member of the RemainCo Group shall cease to be a participating employer in, all SpinCo Benefit Plans.

(b) Effective upon the Distribution, except as otherwise specifically provided in this Agreement (or a Local Agreement), (i) RemainCo shall, or shall cause one or more members of the RemainCo Group to, retain, pay, perform, fulfill and discharge all Liabilities arising out of or relating to all RemainCo Benefit Plans, and (ii) SpinCo shall, or shall cause one of the members of the SpinCo Group to, retain, pay, perform, fulfill and discharge all Liabilities arising out of or relating to all SpinCo Benefit Plans.

Section 2.08. Payroll Services. Except as may otherwise be provided in accordance with the TSA, on and after the Distribution, the members of the SpinCo Group shall be solely responsible for providing payroll services to the SpinCo Employees, Former SpinCo Employees, SpinCo Independent Contractors, and Former SpinCo Independent Contractors.

Section 2.09. No Change in Control. The Parties hereto agree that none of the transactions contemplated by the Separation Agreement or any of the Ancillary Agreements, including this Agreement, constitutes a "change in control," "change of control" or similar term, as applicable, within the meaning of any RemainCo Benefit Plan or SpinCo Benefit Plan, including the SpinCo Long-Term Incentive Plan.

Section 2.10. Inadvertent Transfers. In the event that RemainCo determines following the Distribution that an individual who was intended to be a RemainCo Employee or a SpinCo Employee has inadvertently become employed by the SpinCo Group or the RemainCo Group, respectively, for any reason, the Parties shall cooperate in good faith and take such actions as may be reasonably necessary in order to cause the employment of such individuals to be promptly transferred to a member of the RemainCo Group or the SpinCo Group, as applicable, and as intended by RemainCo prior to the Distribution.

Section 2.11. Employee Records. Unless prohibited by applicable Law, on or within an agreed upon period following the Distribution Date, RemainCo shall assign, transfer, and deliver (or cause to be assigned, transferred, and delivered) to SpinCo copies of any and all Employee Records with respect to SpinCo Employees and Former SpinCo Employees, in each case in a manner compliant with applicable Law and as agreed upon by the applicable members of the RemainCo Group and SpinCo Group in each applicable jurisdiction; provided, however, that nothing herein shall require the transfer of any Employee Records already in the possession of the SpinCo Group or any member thereof. RemainCo and the members of the RemainCo Group shall be permitted to retain copies (or, where required by applicable Law, originals) of all Employee Records except where prohibited by applicable Law.

Section 2.12. Foreign National Employees. SpinCo shall, and shall cause its Subsidiaries to, employ all SpinCo Employees who are foreign nationals working in the United States on non-immigrant visa status (including, without limitation, on an H-1B visa) or who are working outside of the jurisdiction of such SpinCo Employee's citizenship under terms and conditions such that SpinCo and/or its Subsidiaries, as applicable, qualify as a "successor employer" or successor-in-interest to the SpinCo Business for purposes of such SpinCo Employee's jurisdiction's applicable immigration Laws effective as of the Distribution Date. Prior to the Distribution Date, the Parties shall cooperate in good faith and take such actions as may be reasonably necessary to ensure the proper and prompt transfer of the sponsorship of work permits and immigration visas as applicable. On and after the Distribution Date, SpinCo (i) shall, and shall cause its Subsidiaries to, use best efforts to process and support visa, green card or similar applications with respect to SpinCo Employees working outside of the jurisdiction of such SpinCo Employee's citizenship, and (ii) shall assume and be solely responsible for all immigration-related Liabilities and responsibilities with respect to such SpinCo Employees.

Section 2.13. Restrictive Covenant Agreements. RemainCo shall use commercially reasonable efforts to assign and transfer, or cause an applicable member of the RemainCo Group to assign and transfer, to SpinCo or another member of the SpinCo Group as designated in advance in writing by SpinCo, all rights and benefits under the Restrictive Covenant Agreements, with such assignment effective as of the Distribution Date. SpinCo and SpinCo shall accept such assignment (or cause such assignment to be accepted) of any Restrictive Covenant Agreement assigned pursuant to this Section 2.13, with such assignment effective as of the Distribution Date. To the extent permitted by applicable Law, RemainCo and the members of the RemainCo Group, as applicable, shall retain, on a non-exclusive basis, all of its and their respective rights under each Restrictive Covenant Agreement as assigned hereunder, including, but not limited to, the right to enforce or seek relief upon any breach or threatened breach of any restrictive covenants or obligations therein in any action or proceeding. Notwithstanding the foregoing, to the extent necessary for any SpinCo Employee to perform services for the SpinCo Group as an employee thereof following the Distribution, effective as of the Distribution Date, RemainCo shall (or shall cause one or more members of the RemainCo Group to) waive any existing non-competition, non-solicitation, no-hire, confidentiality, or other restrictive covenants owed to RemainCo or any member of the RemainCo Group solely to the extent necessary for such SpinCo Employee to perform such services for the SpinCo Group.

ARTICLE 3

NON-EQUITY INCENTIVES

Section 3.01. SpinCo Employee Cash Incentives. SpinCo Group shall pay any cash incentive compensation earned or accrued by any SpinCo Employee or Former SpinCo Employee and that remains unpaid as of the Distribution Date any cash incentive compensation due for the 2025 performance year pursuant to the terms and conditions of the applicable cash incentive plan or policy in effect on the Distribution Date.

Section 3.02. SpinCo Employee Performance Cash Units. Effective as of the Distribution Date, each SpinCo Employee PCU that is outstanding as of immediately prior to the Distribution shall be assumed by SpinCo and converted into an adjusted performance cash unit (an "Adjusted

PCU"), with the same terms and conditions as were applicable to such SpinCo Employee PCU immediately prior to the Effective Time, provided that, (a) any performance conditions applicable to such Adjusted PCU with respect to any SpinCo Employee PCU granted prior to 2025 and the first tranche of any SpinCo Employee PCU granted in 2025 shall be measured based on the attainment of the actual level of performance immediately prior to the Distribution Date, as determined by the Management Development and Compensation Committee of RemainCo board of directors, and shall continue to vest based on continued employment through the applicable service period(s) and (b) any performance conditions applicable to such Adjusted PCU with respect to the second and third tranches of any SpinCo Employee PCU granted in 2025 may be adjusted as determined by the compensation committee of SpinCo following the Distribution.

ARTICLE 4

SERVICE CREDIT

Section 4.01. RemainCo Benefit Plans. Except as may otherwise be provided in accordance with the TSA and except as otherwise provided in Section 12.03, service of SpinCo Employees and Former SpinCo Employees, on and after the Distribution, with any member of the SpinCo Group or any other employer, as applicable, other than any member of the RemainCo Group, shall not be taken into account for any purpose under any RemainCo Benefit Plan.

Section 4.02. SpinCo Benefit Plans. Unless prohibited by applicable Law, SpinCo shall, and shall cause its Subsidiaries to, credit service accrued by each SpinCo Employee with, or otherwise recognized for purposes of any Benefit Plan by, any member of the RemainCo Group or the SpinCo Group on or prior to the Distribution for purposes of (a) eligibility, vesting and benefit accrual under each SpinCo Benefit Plan under which service is relevant in determining eligibility, vesting and benefit accrual, (b) determining the amount of severance payments and benefits (if any) payable under each SpinCo Benefit Plan that provides severance payments or benefits and (c) determining the number of vacation days to which each such employee shall be entitled following the Distribution, in the case of clauses (a), (b) and (c), (i) to the same extent recognized by the relevant members of the RemainCo Group or SpinCo Group or the corresponding RemainCo Benefit Plan or SpinCo Benefit Plan immediately prior to the later of the Distribution Date and the date such employee ceases participating in the applicable RemainCo Benefit Plan in accordance with the TSA and (ii) except to the extent such credit would result in a duplication of benefits for the same period of service.

ARTICLE 5

SEVERANCE

Section 5.01. Severance. The SpinCo Group shall be solely responsible for all Liabilities, including all severance or other separation payments and benefits (including any termination indemnity or retirement indemnity plan (e.g., the termination indemnity plan in France)), relating to the termination or alleged termination of any SpinCo Employee's or Former SpinCo Employee's employment, whether occurring prior to, on or following the Distribution Date. For the avoidance of doubt, such Liabilities shall include any employer-paid portion of any Employment Taxes and

shall be treated as Liabilities of SpinCo and the SpinCo Group in accordance with the principles of Section 2.06.

ARTICLE 6

CERTAIN WELFARE BENEFIT PLAN MATTERS; WORKERS' COMPENSATION LIABILITIES

Section 6.01. SpinCo Welfare Plans. Without limiting the generality of Section 2.07, effective as of the Distribution or such other date as agreed to between RemainCo and SpinCo in accordance with the TSA (such applicable date, the "Welfare Plan Date"), SpinCo shall establish Welfare Plans (collectively, the "SpinCo Welfare Plans") to provide welfare benefits to the SpinCo Employees (and their dependents and beneficiaries) in each applicable jurisdiction and as of the applicable Welfare Plan Date, each SpinCo Employee (and his or her dependents and beneficiaries) shall cease active participation in the corresponding RemainCo Welfare Plan. For the avoidance of doubt, for purposes of this ARTICLE 6, the term "SpinCo Employees" shall be deemed to include any Former SpinCo Employee who was receiving welfare benefits in connection with his or her termination of employment from a member of the RemainCo Group or the SpinCo Group as of the applicable Welfare Plan Date. Notwithstanding the foregoing, to the extent that RemainCo determines that the aforementioned provision of material welfare benefits by SpinCo to one or more SpinCo Employees or a Former SpinCo Employee is not feasible, the Parties shall cooperate in good faith and take such actions as may be reasonably necessary in order to cause the SpinCo Employees or Former SpinCo Employees to receive substantially equivalent value for such benefits.

Section 6.02. Allocation of Welfare Benefit Claims. (a) The members of the RemainCo Group shall retain all Liabilities in accordance with the applicable RemainCo Welfare Plan for all reimbursement claims (such as medical and dental claims) and for all non-reimbursement claims (such as life insurance claims), in each case, incurred by SpinCo Employees and Former SpinCo Employees (and each of their respective dependents and beneficiaries) under such plans prior to the applicable Welfare Plan Date and (b) the members of the SpinCo Group shall retain all Liabilities in accordance with the SpinCo Welfare Plans for all reimbursement claims (such as medical and dental claims) and for all non-reimbursement claims (such as life insurance claims), in each case, incurred by SpinCo Employees and Former SpinCo Employees (and each of their respective dependents and beneficiaries) on or after the applicable Welfare Plan Date; provided that SpinCo shall reimburse RemainCo in accordance with the TSA for Liabilities incurred under clause (a) between the Distribution Date and the applicable Welfare Plan Date. For purposes of this Section 6.02, a benefit claim shall be deemed to be incurred as follows: (i) health, dental, vision, employee assistance program and prescription drug benefits (including in respect of any hospital confinement), upon provision of such services, materials or supplies; and (ii) life, accidental death and dismemberment and business travel accident insurance benefits, upon the death, cessation of employment or other event giving rise to such benefits.

Section 6.03. Workers' Compensation Liabilities. Effective upon the Distribution, (x) SpinCo shall assume all Liabilities for SpinCo Employees, Former SpinCo Employees, SpinCo Independent Contractors, and Former SpinCo Independent Contractors related to any and all workers' compensation injuries, incidents, conditions, claims or coverage where such injuries,

incidents, claims or coverage were incurred on or following the Distribution Date, and SpinCo shall be fully responsible for the administration, management and payment of all such claims and satisfaction of all such Liabilities and (y) RemainCo shall retain all Liabilities for SpinCo Employees, Former SpinCo Employees, SpinCo Independent Contractors, and Former SpinCo Independent Contractors related to any and all workers' compensation injuries, incidents, conditions, claims or coverage where such injuries, incidents, claims or coverage were incurred prior to the Distribution Date, and RemainCo shall be fully responsible for the administration, management and payment of all such claims and satisfaction of all such Liabilities.

Section 6.04. COBRA. In the event that a SpinCo Employee or Former SpinCo Employee (a) was receiving, or was eligible to receive, continuation health coverage pursuant to COBRA on or prior to the applicable Welfare Plan Date, RemainCo and the RemainCo Welfare Plans shall be responsible for all Liabilities to such employee (or his or her eligible dependents) in respect of COBRA; or (b) becomes eligible to receive continuation health coverage pursuant to COBRA following the applicable Welfare Plan Date, SpinCo and the SpinCo Welfare Plans shall be responsible for all Liabilities to such employee (or his or her eligible dependents) in respect of COBRA; provided that SpinCo shall reimburse RemainCo in accordance with the TSA for Liabilities incurred under clause (a). SpinCo shall indemnify, defend and hold harmless the members of the RemainCo Group from and against any and all Liabilities relating to, arising out of or resulting from COBRA provided by SpinCo, or the failure of SpinCo to meet its COBRA obligations, to SpinCo Employees, Former SpinCo Employees and their respective eligible dependents.

Section 6.05. Health Savings Account. Without limiting the generality of Section 2.06, Section 2.07 and Section 14.01 and subject to Section 16.08, RemainCo and SpinCo shall use commercially reasonable efforts to cooperate in administering any RemainCo Health Savings Account in connection with the Distribution in accordance with the terms of the applicable RemainCo Benefit Plan, including by exchanging any necessary participant records and engaging recordkeepers, administrators, providers, insurers and other third parties.

Section 6.06. Flexible Spending Account. Without limiting the generality of Section 2.06, Section 2.07 and Section 14.01 and subject to Section 16.08, RemainCo and SpinCo shall use commercially reasonable efforts to cooperate in administering any RemainCo Flexible Spending Account in connection with the Distribution in accordance with the terms of the applicable RemainCo Benefit Plan, including by exchanging any necessary participant records and engaging recordkeepers, administrators, providers, insurers and other third parties.

ARTICLE 7

LONG-TERM DISABILITY

Section 7.01. Benefits. Except as otherwise specifically provided in this Agreement and subject to Section 7.02, on and after the Distribution, the SpinCo LTD Employees shall be deemed to be employees of the RemainCo Group for purposes of this Agreement, including participation in the RemainCo LTD Plans; provided that SpinCo shall reimburse RemainCo in accordance with the TSA for Liabilities incurred under this Section 7.01 with respect to any additional ancillary benefits that any SpinCo LTD Employee is eligible to receive while receiving payments under any

RemainCo LTD Plan, in accordance with applicable RemainCo policies (including, without limitation, continued health insurance subsidies, continued participation in life insurance programs and continued participation in any RemainCo Benefit Plan other than a RemainCo LTD Plan). For the avoidance of doubt, other than the benefits provided under any RemainCo LTD Plan to any SpinCo LTD Employee, all Liabilities with respect to SpinCo LTD Employees (including, without limitation, any Liabilities arising out of any such SpinCo LTD Employee ceasing to participate in, or receive benefits under, any RemainCo LTD Plan for any reason) shall be treated as a Liability of SpinCo and the SpinCo Group in accordance with Section 2.05.

Section 7.02. Return to Work. To the extent required by applicable SpinCo policies, as in effect from time to time, and applicable Law, SpinCo shall, or shall cause its Subsidiaries to, employ any SpinCo LTD Employee at such time, if any, as such SpinCo LTD Employee is ready to return to active employment, and from and after such time, such employee shall no longer be deemed an employee of the RemainCo Group and shall be deemed a SpinCo Employee for purposes of this Agreement; provided that if SpinCo receives actual notice from the RemainCo Group, the SpinCo LTD Employee or otherwise that such SpinCo LTD Employee is ready to return to active employment, and such SpinCo LTD Employee is not employed by a member of the SpinCo Group due to applicable SpinCo policies, and if such SpinCo LTD Employee's employment is terminated by a member of the RemainCo Group within a reasonable time thereafter, SpinCo shall indemnify the RemainCo Group for all Liabilities incurred in connection with such termination.

ARTICLE 8

DEFINED BENEFIT PENSION PLANS

Section 8.01. RemainCo U.S. Defined Benefit Pension Plan. Notwithstanding Section 2.07 or any other provision of this Agreement to the contrary, following the Distribution, the RemainCo Group shall retain sponsorship of the RemainCo International Inc. Retirement Earnings Plan (the "RemainCo Pension Plan") and all assets and Liabilities arising out of or relating to the RemainCo Pension Plan; provided that on or prior to the Distribution, RemainCo shall assign, and SpinCo shall accept such assignment (or cause such assignment to be accepted), to a new U.S. defined benefit pension plan sponsored by SpinCo (the "SpinCo U.S. Pension Plan") all Liabilities for vested and unvested benefits under the RemainCo Pension Plan relating to SpinCo Employees and SpinCo LTD Employees (the "SpinCo U.S. Pension Liabilities," and such individuals, the "SpinCo U.S. Pension Participants"). No later than the Distribution Date, SpinCo shall establish or maintain, or cause to be established or maintained, such SpinCo U.S. Pension Plan, which shall have material terms and conditions that are substantially identical to the terms and conditions of the RemainCo Pension Plan that apply to the SpinCo U.S. Pension Participants and shall be (or remain) qualified under Section 401(a) of the Code, and a trust which is part of such SpinCo U.S. Pension Plan and which shall be exempt from tax under Section 501(a) of the Code (the "SpinCo U.S. Pension Trust"). Each SpinCo U.S. Pension Participant shall become a participant in the SpinCo U.S. Pension Plan as of the Distribution Date. As soon as administratively practicable following the Distribution Date, but subject to the following paragraph, RemainCo shall transfer (or cause to be transferred) from the applicable tax-qualified trust which is part of the RemainCo Pension Plan (the "RemainCo Pension Trust") to the SpinCo U.S. Pension Trust an amount of assets (the "Pension Asset Transfer Amount") from the

RemainCo U.S. Pension Trust with a fair market value that results from maintaining the same funded ratio (market value of assets over plan liabilities) as the predecessor/combined pension plan, as calculated by an actuary designated by RemainCo using the actuarial assumptions and calculation procedures dictated by ERISA 4044 for the calendar month immediately prior to the calendar month in which the Distribution Date occurs. The fair market value of such transferred assets will be based on actual market values as of the date of transfer (and, for the avoidance of doubt, such amount of assets shall be determined and certified by an actuary in accordance with Section 414(l) of the Code and Treasury Regulation 1.414(l)-1 promulgated thereunder). In executing this transfer, 90% of the estimated transfer value will be transferred on the Distribution Date with the remaining true-up transfer occurring as soon as practicable, but not later than six months after the Distribution Date. The true-up transfer will be adjusted for investment returns of the Remainco pension trust from Distribution Date until final true-up transfer is completed. The date of such final transfer is hereinafter referred to as the "SpinCo U.S. Pension Transfer Date." The Pension Asset Transfer Amount shall be adjusted, for the period between the Distribution and the SpinCo U.S. Pension Transfer Date, to reflect (i) investment earnings (or losses) on the Pension Asset Transfer Amount, based on the actual rate of return for the RemainCo Pension Plan during such period, (ii) any benefit payments that are made from the RemainCo Pension Trust to the SpinCo U.S. Pension Participants during such period and (iii) reasonable costs and expenses incurred by RemainCo in respect of the SpinCo U.S. Pension Participants during such period. The Pension Asset Transfer Amount, as adjusted in accordance with the preceding sentence, shall be transferred in a combination of cash and in-kind assets as agreed between RemainCo and SpinCo, provided, however, that the RemainCo Pension Trust shall not be obligated to convert assets into cash to the extent that such conversion would result in a significant reduction in the value of such assets or the remaining assets with respect to the RemainCo Pension Plan.

Notwithstanding the foregoing, no transfer of Liabilities or assets shall be made from the RemainCo Pension Trust to the SpinCo U.S. Pension Trust until the later of (a) such date as agreed to between RemainCo and SpinCo in accordance with the TSA, if any, and (b) such time as RemainCo has determined, in its sole discretion, that (i) SpinCo has established the SpinCo U.S. Pension Trust, (ii) the SpinCo U.S. Pension Plan satisfies the requirements for a qualified plan under Section 401(a) of the Code, (iii) the SpinCo U.S. Pension Trust is exempt from tax under Section 501(a) of the Code and (iv) the parties have received all other approvals from all applicable Governmental Authorities (or such approvals are pending). Following the SpinCo U.S. Pension Transfer Date, RemainCo and the RemainCo Group shall have no further liability (either under this Agreement or otherwise) to provide the SpinCo U.S. Pension Participants with benefits under the RemainCo Pension Plan. The SpinCo U.S. Pension Plan and the SpinCo U.S. Pension Trust (and any successor to such plan and/or trust) shall provide that (i) with respect to assets transferred to the SpinCo U.S. Pension Trust from the RemainCo Pension Trust, such assets shall be held by the SpinCo U.S. Pension Trust for the exclusive benefit of the participants in the SpinCo U.S. Pension Plan, and (ii) the accrued benefits as of the Distribution Date of each SpinCo U.S. Pension Participant may not be decreased by amendment or otherwise. Following the date of this Agreement, RemainCo and SpinCo shall use commercially reasonable efforts to cooperate in administering the SpinCo U.S. Pension Plan, including by exchanging any necessary participant records, engaging recordkeepers, administrators, providers, insurers and other third parties and making any and all filings and submissions to the appropriate Governmental Authorities in effectuating the provisions of this Section 8.01 (including IRS Forms 5310-A in respect of the transfers of assets and, in the event that the transactions contemplated by this Agreement constitute

a "reportable event" within the meaning of Section 4043 of ERISA and the regulations promulgated thereunder for which the applicable notice period has not been waived, timely notification to the Pension Benefit Guaranty Corporation and filing of all reports required in connection therewith). For the avoidance of doubt, the SpinCo U.S. Pension Plan shall be a SpinCo Benefit Plan.

Section 8.02. Non-U.S. Partial Transfer Pension Plans. Except as required by applicable Law or under the terms of a Local Agreement, RemainCo and SpinCo shall use commercially reasonable efforts to effectuate an assignment and transfer of Liabilities for vested and unvested benefits relating to SpinCo Employees and SpinCo LTD Employees, and an amount of assets related thereto, under any non-U.S. defined benefit pension plans sponsored by RemainCo or a member of the RemainCo Group in respect of employees in Japan and Switzerland (each, a "RemainCo Partial Transfer Pension Plan") to a non-U.S. defined benefit pension plan or plans sponsored by SpinCo (each, a "SpinCo Partial Transfer Pension Plan") in accordance with the principles of Section 8.01 (or any analogous principles or other requirements under applicable Law), except that the amount of assets transferred from any such RemainCo Partial Transfer Pension Plan (or any trust related thereto) to a corresponding SpinCo Partial Transfer Pension Plan (or any trust related thereto) shall be determined on a plan-by-plan, country-by-country (or, if required by applicable Law, other jurisdiction-by-jurisdiction) basis and shall be equal to a percentage of the Projected Benefit Obligation relating to SpinCo Employees, SpinCo LTD Employees and Former SpinCo Employees participating in such RemainCo Partial Transfer Pension Plan or SpinCo Partial Transfer Pension Plan, as of the Distribution Date, applicable to such plan in such country (or other required jurisdiction) equal to the applicable RemainCo Partial Transfer Pension Plan's funding level (expressed as a percentage and as determined by an actuary designated by RemainCo) in such country (or other required jurisdiction) as of the Distribution Date, or such higher amount as required by applicable Law in such country (or other required jurisdiction). For the avoidance of doubt, any such SpinCo Partial Transfer Pension Plan shall be a SpinCo Benefit Plan. Further details regarding the treatment of the RemainCo Partial Transfer Pension Plans and SpinCo Partial Transfer Pension Plans will be as set forth in the applicable Local Agreement.

Section 8.03. Non-U.S. Full Transfer Pension Plans. Following the Distribution, the SpinCo Group shall retain sponsorship of the defined benefit pension plan in Germany set forth on Schedule 8.03 to this Agreement (the "SpinCo Full Transfer Pension Plan") and all pension Liabilities relating to such plan. For the avoidance of doubt, following such assignment and transfer, the SpinCo Full Transfer Pension Plan shall be a SpinCo Benefit Plan.

ARTICLE 9

DEFINED CONTRIBUTION PLANS

Section 9.01. SpinCo 401(k) Plan. Effective as of the first of the month following the month in which the Distribution occurs (or such other date coincident with or following the Distribution Date as determined by an authorized officer of SpinCo), SpinCo shall establish a defined contribution plan that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (the "SpinCo 401(k) Plan"), which will cover, as of the Distribution, each SpinCo Employee who was eligible to participate in a qualified cash or deferred

arrangement within the meaning of Section 401(k) of the Code sponsored by any member of the RemainCo Group (collectively, the "RemainCo 401(k) Plans") as of the Distribution.

Section 9.02. 401(k) Rollover. As of the Distribution, the RemainCo Group shall permit each SpinCo Employee to elect, and the SpinCo Group shall cause the SpinCo 401(k) Plan to accept, in accordance with applicable Law and the terms of the RemainCo 401(k) Plans and the SpinCo 401(k) Plan, the direct rollover of the account balances (including earnings through the date of transfer and, subject to the following sentence, promissory notes evidencing all outstanding loans) of each such SpinCo Employee under the RemainCo 401(k) Plans, if such rollover is elected in accordance with applicable Law and the terms of the RemainCo 401(k) Plan. RemainCo and SpinCo shall cooperate in good faith to work with the RemainCo 401(k) Plan and SpinCo 401(k) Plan recordkeepers to develop a process and procedure for effecting the in-kind direct rollover of promissory notes evidencing participant loans from the RemainCo 401(k) Plan to the SpinCo 401(k) Plan, and the obligation of the RemainCo 401(k) Plan to permit the direct rollover of loan promissory notes is conditioned on the development of a loan rollover process and procedure that is acceptable to the respective recordkeepers. The RemainCo Group and the RemainCo 401(k) Plan shall have no further Liabilities with respect to any SpinCo Employee or Former SpinCo Employee whose RemainCo 401(k) Plan account balance is rolled over to the SpinCo 401(k) Plan in accordance with this Section 9.02. In the event that the elections by SpinCo Employees pursuant to this Section 9.02 in connection with the Distribution result in a mass rollover, RemainCo and SpinCo shall use commercially reasonable efforts to cooperate to effect such mass rollover, including by exchanging any necessary participant records and engaging recordkeepers, administrators, providers, insurers and other third parties.

Section 9.03. Employer 401(k) Plan Contributions. The RemainCo Group shall remain responsible for making all employer contributions to the RemainCo 401(k) Plan with respect to any SpinCo Employees or Former SpinCo Employees relating to periods prior to the Distribution; provided that, by the end of the calendar quarter following the calendar quarter in which the Distribution occurs, the RemainCo Group shall make all employer contributions with respect to such SpinCo Employee or Former SpinCo Employee required under the RemainCo 401(k) Plan for periods of time prior to the Distribution. Any such contributions that are unvested as of the Distribution shall become fully vested as of the Distribution. On and after the Distribution, the SpinCo Group shall be responsible for all employer contributions under the SpinCo 401(k) Plan with respect to any SpinCo Employees or Former SpinCo Employees.

Section 9.04. Stock Considerations. Following the Distribution, SpinCo Employees and Former SpinCo Employees shall not be permitted to acquire shares of RemainCo Common Stock in any stock fund under the SpinCo 401(k) Plan.

Section 9.05. Limitation of Liability. For the avoidance of doubt, RemainCo shall have no responsibility for any failure of SpinCo to properly administer the SpinCo 401(k) Plan in accordance with its terms and applicable Law, including any failure to properly administer the accounts of SpinCo Employees, Former SpinCo Employees and their respective beneficiaries, including accounts rolled over in accordance with Section 9.02, in such SpinCo 401(k) Plan.

Section 9.06. Non-U.S. Defined Contribution Plans. The treatment of any RemainCo Benefit Plan that is a defined contribution plan for the benefit of employees outside of the United

States and in which any SpinCo Employee, SpinCo LTD Employee or Former SpinCo Employee participates (each, a "Non-U.S. DC Plan") shall be governed by the applicable Local Agreement; provided that if a Local Agreement does not address the treatment of an applicable Non-U.S. DC Plan, then RemainCo and SpinCo shall use commercially reasonable efforts to cause any such Non-U.S. DC Plan to be treated in a manner that is consistent with applicable Law and, to the extent practicable, the general principles of this ARTICLE 9.

ARTICLE 10

NONQUALIFIED DEFERRED COMPENSATION

Section 10.01. SpinCo Nonqualified Deferred Compensation Plans. Notwithstanding Section 2.07 or any other provision of this Agreement to the contrary, following the Distribution, the RemainCo Group shall retain sponsorship of the RemainCo Nonqualified Deferred Compensation Plans and all Assets and Liabilities arising out of or relating to the RemainCo Nonqualified Deferred Compensation Plans; provided that except as required by applicable Law, on or prior to the Distribution, RemainCo shall assign, and SpinCo shall accept such assignment (or cause such assignment to be accepted), to a new nonqualified deferred compensation plan (or plans) sponsored by SpinCo with terms and conditions that are substantially similar to the corresponding RemainCo Nonqualified Deferred Compensation Plan (together, the "SpinCo Nonqualified Deferred Compensation Plans") all Liabilities under the RemainCo Nonqualified Deferred Compensation Plans relating to any RemainCo Nonqualified Deferred Compensation Plan in respect of SpinCo Employees and SpinCo LTD Employees. The Parties hereto agree that none of the transactions contemplated by the Separation Agreement or any of the Ancillary Agreements, including this Agreement, will trigger a payment or distribution of compensation under the RemainCo Nonqualified Deferred Compensation Plans or the SpinCo Nonqualified Deferred Compensation Plans to any SpinCo Employee, SpinCo LTD Employee or Former SpinCo Employee (and their respective beneficiaries) and, consequently, that the payment or distribution of any compensation to which any SpinCo Employee, SpinCo LTD Employee or Former SpinCo Employee (and their respective beneficiaries) is entitled under the RemainCo Nonqualified Deferred Compensation Plans and the SpinCo Nonqualified Deferred Compensation Plans will occur upon the time or times provided for under the applicable RemainCo Nonqualified Deferred Compensation Plans and the SpinCo Nonqualified Deferred Compensation Plans and such SpinCo Employee's, SpinCo LTD Employee's or Former SpinCo Employee's deferral elections (which SpinCo shall cause such SpinCo Nonqualified Deferred Compensation Plans to recognize and maintain). Without limiting the generality of Section 4.01 and subject to Section 16.08, following the date of this Agreement, RemainCo and SpinCo shall use commercially reasonable efforts to cooperate in administering the RemainCo Nonqualified Deferred Compensation Plans and the SpinCo Nonqualified Deferred Compensation Plans for purposes of satisfying any obligations relating to the participation of any SpinCo Employee or SpinCo LTD Employee, including by exchanging any necessary participant records and engaging recordkeepers, administrators, providers, insurers and other third parties. For the avoidance of doubt, each SpinCo Nonqualified Deferred Compensation Plan shall be a SpinCo Benefit Plan.

Section 10.02. No Transfer of Assets. Except as required by applicable Law, nothing in this Agreement shall require any member of the RemainCo Group or the RemainCo

Nonqualified Deferred Compensation Plans to transfer Assets or reserves with respect to the RemainCo Nonqualified Deferred Compensation Plans to any member of the SpinCo Group or the SpinCo Nonqualified Deferred Compensation Plans.

Section 10.03. Employer Nonqualified Deferred Compensation Plan Contributions. The RemainCo Group shall remain responsible for making all employer contributions under the RemainCo Nonqualified Deferred Compensation Plans with respect to any SpinCo Employees, SpinCo LTD Employees or Former SpinCo Employees relating to periods prior to the Distribution. Any such contributions that are unvested as of the Distribution shall continue to vest in accordance with their terms. On and after the Distribution, the SpinCo Group shall be responsible for all employer contributions under the SpinCo Nonqualified Deferred Compensation Plans with respect to any SpinCo Employees or SpinCo LTD Employees.

Section 10.04. Stock Considerations. Notional Investments. Immediately prior to the Distribution, RemainCo shall cause any investments or notional investments in RemainCo Common Stock that are credited to any deferral accounts under the RemainCo Nonqualified Deferred Compensation Plans that will be transferred to a SpinCo Nonqualified Deferred Compensation Plan in accordance with Section 10.01 to be converted into a cash amount equal to the product of (a) the number of shares of RemainCo Common Stock in which such accounts are invested or notionally invested, multiplied by (b) the "regular way" closing price of a share of RemainCo Common Stock on the last trading day immediately prior to the Distribution Date (the "Converted NQDC Stock Amounts"). Following the Distribution, SpinCo Employees and SpinCo LTD Employees shall not be permitted to acquire shares of RemainCo Common Stock in any stock fund or deferral account under the SpinCo Nonqualified Deferred Compensation Plans (and SpinCo shall cause the Converted NQDC Stock Amounts, if required under the terms of the applicable SpinCo Nonqualified Deferred Compensation Plan, to be invested or notionally invested in an investment other than RemainCo Common Stock).

Section 10.05. Limitation of Liability. RemainCo shall have no responsibility for any failure of SpinCo to properly administer the SpinCo Nonqualified Deferred Compensation Plans in accordance with their terms and applicable Law, including any failure to properly administer the accounts of SpinCo Employees or SpinCo LTD Employees and their respective beneficiaries in such SpinCo Nonqualified Deferred Compensation Plans.

ARTICLE 11

VACATION

Section 11.01. Vacation. Upon the Distribution, the SpinCo Group shall assume and be solely responsible for all Liabilities for vacation accruals and benefits (including but not limited to U.S. grandfathered vacation) with respect to each SpinCo Employee; provided, however, that (a) for purposes of determining the number of vacation days to which such employee shall be entitled following the Distribution, SpinCo and its Subsidiaries shall assume and honor all vacation days accrued or earned but not yet taken by such employee, if any, as of the Distribution, and (b) to the extent such employee is entitled under any applicable Law or any policy of his or her respective employer that is a member of the RemainCo Group, as the case may be, to be paid for any vacation days accrued or earned but not yet taken by such employee as of the Distribution, SpinCo shall assume and be solely responsible for the Liability to pay for such vacation days.

ARTICLE 12

LONG-TERM INCENTIVE COMPENSATION AWARDS

Section 12.01. SpinCo Long-Term Incentive Plan.

(a) Prior to the Distribution, RemainCo shall cause SpinCo to adopt a long-term incentive plan or program, to be effective immediately prior to the Distribution (the "SpinCo Long-Term Incentive Plan") and RemainCo shall approve the SpinCo Long-Term Incentive Plan as the sole stockholder of SpinCo.

(b) SpinCo shall use commercially reasonable efforts to maintain effective registration statements with the Securities and Exchange Commission with respect to the SpinCo Equity Awards described in this ARTICLE 12, to the extent any such registration statement is required by applicable Law.

Section 12.02. Equity Award Adjustments. Each outstanding equity award granted under the RemainCo Equity Plans held by any individual as of the Distribution shall be adjusted in accordance with the resolutions adopted by the Management Development and Compensation Committee of RemainCo board of directors in connection with the Distribution. Equity awards that are covered by this Section 12.02 shall not be exercisable and/or settled during a period beginning on a date prior to the Distribution Date determined by RemainCo in its sole discretion, and continuing until the adjustments made pursuant to such resolutions are completed, as determined by RemainCo in its sole discretion. Equity awards that remain outstanding under the RemainCo Equity Plans shall remain subject to all terms and conditions of the RemainCo Equity Plans, including the adjustment provisions thereof. For the avoidance of doubt, this Section 12.02 shall not apply to any awards that are canceled or converted pursuant to Section 12.03.

Section 12.03. Treatment of Incentive Awards Upon Distribution.

(a) SpinCo RSUs. Effective as of the Distribution Date, (i) each SpinCo RSU that is outstanding as of immediately prior to the Distribution shall be assumed by SpinCo and converted into an adjusted restricted stock unit (an "Adjusted RSU"), with the same terms and conditions as were applicable to such SpinCo RSU immediately prior to the Effective Time and relating to the number of shares of SpinCo Common Stock equal to the product of the number of shares of RemainCo Common Stock that were issuable upon the vesting of such SpinCo RSU immediately prior to the Distribution, multiplied by the SpinCo Conversion Ratio, with fractional shares rounded up to the nearest whole share and (ii) all dividend equivalents, if any, accrued but unpaid as of the Distribution with respect to each such SpinCo RSU shall be assumed and become an obligation in connection with the applicable Adjusted RSU.

(b) Unvested SpinCo Options. Effective as of the Distribution Date, each SpinCo Option that is outstanding and unvested immediately prior to the Distribution shall be assumed by SpinCo and converted into an option (an "Adjusted Stock Option") to purchase, on the same terms and conditions as were applicable under such SpinCo Option immediately prior to the Effective Time, the number of shares of SpinCo Common Stock (rounded down to the nearest whole share) equal to the product of the number of shares of RemainCo Common Stock subject to

such SpinCo Option multiplied by the SpinCo Conversion Ratio, which Adjusted Stock Option shall have an exercise price per share of SpinCo Common Stock equal to the quotient (rounded up to the nearest whole cent) obtained by dividing the SpinCo Option Price by the SpinCo Conversion Ratio.

(c) Vested SpinCo Options. Effective as of the Distribution Date, each SpinCo Option that is vested and outstanding immediately prior to the Distribution (each, a "Continuing Option") shall not be assumed by SpinCo and shall remain outstanding at RemainCo in accordance with the terms of such Continuing Option, and shall otherwise remain subject to the terms of the applicable RemainCo Equity Plan and applicable award agreement (for this purpose, (x) disregarding the effect of any termination of service with the RemainCo Group in connection with the Distribution and (y) following the Distribution Date, a termination of service with the SpinCo Group shall be deemed a termination of service with the RemainCo Group pursuant to the terms of the RemainCo Equity Plan and applicable award agreement).

Section 12.04. Award Terms; Vesting; Treatment of Service. Except as otherwise provided in this ARTICLE 12, the terms and conditions applicable to SpinCo Equity Awards shall be substantially identical to the terms and conditions applicable to the underlying RemainCo Equity Award and (i) continued service with a member of the SpinCo Group shall be considered to be continued service for purposes of such award (and prior service with a member of the RemainCo Group shall be credited for purposes of any SpinCo Group award), and (ii) all references in such awards to the "Company" shall be references to SpinCo. All SpinCo Equity Awards shall become vested upon the date the underlying RemainCo Equity Award would have otherwise vested in accordance with the existing terms and vesting schedule.

Section 12.05. Certain Additional Considerations. Notwithstanding anything to the contrary in this ARTICLE 12:

(a) All of the adjustments described in this ARTICLE 12 shall be effected in accordance with Sections 409A and 424 of the Code and the Treasury Regulations promulgated thereunder and it is the intention of the Parties that all of the adjustments described in this ARTICLE 12 shall be construed consistent with this intent.

(b) The Parties hereby acknowledge that the provisions of this ARTICLE 12 are intended to achieve certain Tax, legal and accounting objectives and, in the event such objectives are not achieved, the Parties agree to negotiate in good faith regarding such other actions that may be necessary or appropriate to achieve such objectives.

Section 12.06. Settlement, Delivery; Tax Reporting and Withholding.

(a) From and after the Distribution Date, SpinCo shall have sole responsibility for the settlement of and/or delivery of shares of SpinCo Common Stock pursuant to SpinCo Equity Awards to any holder of such award and shall be solely entitled to any exercise price payable in respect of SpinCo Options, and except as otherwise provided in this Section 12.06 SpinCo shall do so without compensation from RemainCo.

(b) Upon the vesting, payment or settlement, as applicable, of SpinCo Equity Awards (in each case including with respect to dividends and dividend equivalents), SpinCo shall

be solely entitled to a Tax deduction in respect of, and shall be solely responsible for ensuring the satisfaction of all applicable Tax withholding requirements on behalf of, each holder thereof who is or, upon their last employment termination, was employed by a member of SpinCo Group (or who holds the award in respect of any such individual), and for ensuring the collection and remittance of applicable employee withholding Taxes to the applicable Governmental Authority. To the extent shares of SpinCo Common Stock are withheld and/or delivered to satisfy Tax withholding obligations in respect of the vesting, payment or settlement of SpinCo Equity Awards to the extent the issuer is not responsible pursuant to this clause (b) for satisfying the applicable Tax withholding and remittance requirements, the issuer shall remit to the responsible Party cash in an amount sufficient to satisfy such requirements.

(c) SpinCo shall establish an appropriate administration system in order to handle in an orderly manner exercises of SpinCo Options and the settlement of other SpinCo Equity Awards and to effect the Tax benefits and obligations contemplated by this Section 12.06. Each of the Parties shall work together to unify and consolidate all indicative data and payroll and employment information on regular timetables and make certain that each applicable entity's data and records in respect of such awards are correct and updated on a timely basis. The foregoing shall include employment status and information required for Tax withholding/remittance, compliance with trading windows and compliance with the requirements of applicable Laws.

Section 12.07. Cooperation. For so long as any equity award in respect of RemainCo Common Stock is outstanding and held by a SpinCo Employee or Former SpinCo Employee, the RemainCo Group and the SpinCo Group shall reasonably cooperate in the exchange of information and take any action necessary to administer such equity awards following the Distribution, including the following: (a) SpinCo shall notify RemainCo in writing within five (5) days of any change in employment status (including without limitation termination of employment), (b) the Parties shall exchange any information necessary to satisfy their obligations under Section 12, (c) the Parties shall take any steps necessary to ensure that the employee-paid portion of any Taxes (including any Employment Taxes) required to be withheld upon the exercise of any such equity award is withheld by or paid over to, as applicable, the applicable Party responsible for remitting such amount to the appropriate Taxing Authority as promptly as reasonably practicable, (d) SpinCo shall provide payroll information to RemainCo in respect of SpinCo Employees and Former SpinCo Employees, including year-to-date amounts withheld for Federal Insurance Contribution Act Taxes, Medicare Taxes and supplemental compensation, (e) any U.S. Federal, state and local income Tax deduction arising as a result of the exercise of any Continuing Options held by a SpinCo Employee or Former SpinCo Employee shall be claimed by a member of the RemainCo Group; provided, however, that if a deduction claimed by a member of the RemainCo Group pursuant to this Section 12.07 is disallowed by a Taxing Authority for any reason, a member of the SpinCo Group shall amend its Tax Return to claim such deduction and pay to RemainCo an amount equal to the tax benefit actually realized by the SpinCo Group resulting from such deduction; provided, further, that RemainCo, upon the request of SpinCo, shall repay any amount paid to RemainCo under the immediately preceding proviso (plus any interest imposed by the relevant Taxing Authority) in the event SpinCo is required to surrender such tax benefit and (f) the Parties shall cooperate following the Distribution, so that the value of any tax benefit actually realized by any member of the RemainCo Group in connection with the vesting, settlement or exercise of any Award other than the Continuing Options shall be transferred to SpinCo following the Distribution.

Section 12.08. Treatment of UK Share Plan. Effective as of the Distribution, SpinCo Employees shall cease actively participating in the RemainCo Share Builder Plan (the "UK Share Purchase Plan") and shall no longer be entitled to make any additional contributions to such UK Share Purchase Plan to purchase RemainCo Common Stock, or to receive any "Matching Shares" as defined in the UK Share Purchase Plan.

ARTICLE 13

NON-U.S. EMPLOYEES

Section 13.01. Treatment of Non-U.S. Employees. RemainCo Employees and SpinCo Employees who reside outside of the United States or otherwise are subject to non-U.S. Law ("Non-U.S. Employees") and their related benefits and Liabilities shall be treated under this Agreement in the same manner as the RemainCo Employees and SpinCo Employees, respectively, who are residents of the United States and are not subject to non-U.S. Law; provided that notwithstanding anything to the contrary in this Agreement, all actions taken with respect to such Non-U.S. Employees shall be subject to and accomplished in accordance with applicable Law in the custom of the applicable jurisdictions and may be effectuated by implementation of a Local Agreement. In the case of a conflict between the terms and provisions of this Agreement and a Local Agreement, the terms and provisions of such Local Agreement shall control.

ARTICLE 14

COOPERATION; ACCESS TO INFORMATION; LITIGATION; CONFIDENTIALITY

Section 14.01. Cooperation. Following the date of this Agreement, the Parties shall, and shall cause their respective Subsidiaries to, use commercially reasonable efforts to cooperate with respect to any employee compensation or benefits matters that either Party reasonably determines require the cooperation of the other Party in order to accomplish the objectives of this Agreement. Without limiting the generality of the preceding sentence, (a) RemainCo, SpinCo and their respective Subsidiaries shall cooperate in connection with any audits of any Benefit Plan with respect to which such Party may have Information, (b) RemainCo, SpinCo and their respective Subsidiaries shall cooperate in connection with any audits of their respective payroll services (whether by a Governmental Authority in the U.S. or otherwise) in connection with the services provided by one Party to the other Party and (c) RemainCo, SpinCo and their respective Subsidiaries shall cooperate in good faith in connection with the notification and consultation with labor unions and other Employee Representatives of employees of the RemainCo Group and the SpinCo Group. With respect to each Benefit Plan, the obligations of the RemainCo Group and the SpinCo Group to cooperate pursuant to this Section 14.01 or any other provision of this Agreement shall remain in effect until the later of (i) the date all audits of such Benefit Plan, with respect to which a Party may have Information, have been completed, (ii) the date the applicable statute of limitations with respect to such audits has expired, or (iii) the date the RemainCo Group discharges all obligations to SpinCo Employees, Former SpinCo Employees and their respective beneficiaries under such Benefit Plan.

Section 14.02. Access to Information; Privilege; Confidentiality. Except as would be inconsistent with Section 14.01 or any other provision of this Agreement relating to cooperation,

Article VII of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis*.

ARTICLE 15

TERMINATION

Section 15.01. Termination. This Agreement may be terminated by RemainCo at any time, in its sole discretion, prior to the Distribution; provided, however, that this Agreement shall automatically terminate upon the termination of the Separation Agreement in accordance with its terms.

Section 15.02. Effect of Termination. In the event of any termination of this Agreement prior to the Distribution, none of the Parties (or any of its directors or officers) shall have any Liability or further obligation to any other Party under this Agreement.

ARTICLE 16

MISCELLANEOUS

Section 16.01. Incorporation of Indemnification Provisions of Separation Agreement. In addition to the specific indemnification provisions in this Agreement, Article VI of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis*.

Section 16.02. Additional Indemnification. If the Parties determine that SpinCo is unable to establish any SpinCo Benefit Plan as of the Distribution Date (or the applicable Welfare Plan Date, if applicable) that it is required under this Agreement to establish by such date, then SpinCo shall indemnify, defend and hold harmless each of the RemainCo Indemnitees from and against any and all Liabilities of the RemainCo Indemnitees relating to, arising out of or resulting from participation by any SpinCo Employee, SpinCo LTD Employee or Former SpinCo Employee on or after the Distribution Date (or the applicable Welfare Plan Date) in any such RemainCo Benefit Plan due to the failure to timely establish such SpinCo Benefit Plan or Plans. In addition, SpinCo shall indemnify, defend and hold harmless each of the RemainCo Indemnitees from and against any and all Liabilities of the RemainCo Indemnitees relating to, arising out of or resulting from any claim by any SpinCo Employee, SpinCo LTD Employee, Former SpinCo Employee, SpinCo Independent Contractor or Former SpinCo Independent Contractor that RemainCo or any other member of the RemainCo Group is a "joint employer" or "co-employer" (or term of similar meaning under applicable Law) with SpinCo or any other member of the SpinCo Group of any such SpinCo Employee, SpinCo LTD Employee, Former SpinCo Employee, SpinCo Independent Contractor or Former SpinCo Independent Contractor on or after the Distribution Date (including, except as otherwise specifically provided in this Agreement or the TSA, with respect to a claim that any of the foregoing are entitled to participate in any RemainCo Benefit Plan at any time on or after the Distribution Date).

Section 16.03. Further Assurances. Section 2.8 of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis.*

Section 16.04. Administration. SpinCo hereby acknowledges that RemainCo has provided or will provide administration services for certain SpinCo Benefit Plans and SpinCo agrees to assume responsibility for the administration and administration costs of such plans and each other SpinCo Benefit Plan. The Parties shall cooperate in good faith to complete such transfer of responsibility on commercially reasonable terms and conditions effective no later than the Distribution or the applicable Welfare Plan Date.

Section 16.05. Employment Tax Reporting Responsibility. To the extent applicable, the Parties hereby agree to follow the standard procedure for U.S. Employment Tax withholding as provided in Section 4 of Rev. Proc. 2004-53, I.R.B. 2004-35.

Section 16.06. Data Privacy. The Parties agree that any applicable data privacy laws and any other obligations of the SpinCo Group and the RemainCo Group to maintain the confidentiality of any Information relating to employees in accordance with applicable Law shall govern the disclosure of Information relating to employees among the Parties under this Agreement. RemainCo and SpinCo shall ensure that they each have in place appropriate technical and organizational security measures to protect the personal data of the SpinCo Employees, Former SpinCo Employees, SpinCo Independent Contractors and Former SpinCo Independent Contractors. Additionally, each Party shall sign any documentation as may be required to comply with applicable data privacy Laws.

Section 16.07. Section 409A. RemainCo and SpinCo shall cooperate in good faith and use reasonable best efforts to ensure that the transactions contemplated by the Separation Agreement and the Ancillary Agreements, including this Agreement, will not result in adverse tax consequences under Section 409A of the Code to any SpinCo Employee or Former SpinCo Employee (or any of their respective beneficiaries), in respect of their respective benefits under any Benefit Plan.

Section 16.08. Confidentiality.

(a) Each of RemainCo and SpinCo, on behalf of itself and each Person in its respective Group, shall, and shall cause its respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives to, hold, in strict confidence and not release or disclose, with at least the same degree of care, but no less than a reasonable degree of care, that it applies to its own confidential and proprietary Information pursuant to policies in effect as of the Distribution, all Information concerning the other Group or its business that is either in its possession (including Information in its possession prior to the Distribution) or furnished by the other Group or its respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives at any time pursuant to this Agreement and shall not use any such Information other than for such purposes as shall be expressly permitted hereunder, except, in each case, to the extent that such Information is (i) in the public domain through no fault of any member of the RemainCo Group or the SpinCo Group, as applicable, or any of its respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives, (ii) later lawfully acquired from other sources by any of RemainCo, SpinCo or its respective Group, directors, officers, employees or agents, accountants, counsel and other advisors and representatives, as applicable, which sources are not themselves bound by a confidentiality obligation to the knowledge of any of RemainCo, SpinCo or Persons in its respective Group, as

applicable, regarding such Information, (iii) independently generated without reference to any proprietary or confidential Information of the RemainCo Group or the SpinCo Group, as applicable, or (iv) required to be disclosed by applicable Law; provided, however, that the Person required to disclose such Information gives the applicable Person prompt, and to the extent reasonably practicable, prior notice of such disclosure and an opportunity to contest such disclosure and shall use commercially reasonable efforts to cooperate, at the expense of the requesting Person, in seeking any reasonable protective arrangements requested by such Person. In the event that such appropriate protective order or other remedy is not obtained, the Person that is required to disclose such Information shall furnish, or cause to be furnished, only that portion of such Information that is legally required to be disclosed and shall take commercially reasonable steps to ensure that confidential treatment is accorded such Information. Notwithstanding the foregoing, each of RemainCo and SpinCo may release or disclose, or permit to be released or disclosed, any such Information concerning the other Group (A) to their respective directors, officers, employees, agents, accountants, counsel and other advisors and representatives who need to know such Information (who shall be advised of the obligations hereunder with respect to such Information) and (B) to any nationally recognized statistical rating agency as it reasonably deems necessary, solely for the purpose of obtaining a rating of securities upon normal terms and conditions; provided, however, that the Party whose Information is being disclosed or released to such rating agency is promptly notified thereof.

(b) Without limiting the foregoing, when any Information concerning the other Group or its business is no longer needed for the purposes contemplated by this Agreement, each of RemainCo and SpinCo shall, promptly after request of the other Party, either return all Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the other Party, as applicable, that it has destroyed such Information (and used commercially reasonable efforts to destroy all such Information electronically preserved or recorded within any computerized data storage device or component (including any hard-drive or database)).

Section 16.09. Additional Provisions. Article X of the Separation Agreement is hereby incorporated into this Agreement *mutatis mutandis.*

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

HONEYWELL INTERNATIONAL INC.

By: /s/ Jake Wasserman

Name: Jake Wasserman

Title: Vice President & General Counsel, Mergers and Acquisitions

SOLSTICE ADVANCED MATERIALS INC.

By: /s/ David Sewell

Name: David Sewell

Title: President & Chief Executive Officer

INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT

BY AND BETWEEN

HONEYWELL INTERNATIONAL INC.

AND

SOLSTICE ADVANCED MATERIALS INC.

DATED AS OF OCTOBER 30, 2025

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EXHIBITS

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Exhibit B	Honeywell Licensed Copyrights
Exhibit C	Honeywell Licensed Know-How
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Exhibit H	Specified Terms

INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT

This INTELLECTUAL PROPERTY CROSS-LICENSE AGREEMENT (this "**Agreement**"), dated as of October 30, 2025 (the "**Effective Date**"), is entered into by and between Solstice Advanced Materials Inc. (f/k/a Solstice Advanced Materials, LLC), a Delaware corporation ("**SpinCo**"), and Honeywell International Inc., a Delaware corporation ("**Honeywell**") (together with SpinCo, the "**Parties**," and each individually a "**Party**").

RECITALS

WHEREAS, the Parties, among others, entered into that certain Separation and Distribution Agreement dated as of October 30, 2025 (as amended, modified or supplemented, and together with all exhibits and schedules thereto, the "**Separation Agreement**");

WHEREAS, Section 3.5 of the Separation Agreement contemplates that Honeywell and SpinCo will execute this Agreement, and this Agreement is being entered into by the Parties to satisfy the requirements described therein;

WHEREAS, as of and following the consummation of the transactions contemplated by the Separation Agreement, each Party and its Affiliates will have rights to certain Intellectual Property related to the other Party's business; and

WHEREAS, in connection with the Separation Agreement, Honeywell wishes to grant to SpinCo, and SpinCo wish to grant to Honeywell, a license and other rights to certain of such Intellectual Property, in each case, as and to the extent set forth herein.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

Section 2.1 General. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Separation Agreement. As used in this Agreement, the following terms have the respective meanings set forth below.

(a) "**Accelerator License Agreement**" means that certain Accelerator License Agreement, dated as of the Effective Date, by and Honeywell and SpinCo (and/or their respective Affiliates).

(b) "**Action**" means any demand, action, claim, cause of action, suit, countersuit, arbitration, inquiry, case, litigation, subpoena, proceeding or investigation (whether civil, criminal or administrative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal or authority.

(c) "**Affiliate**" means, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), when used with respect

to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party or member of either Group shall be deemed to be an Affiliate of the other Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of Honeywell or Honeywell's stockholders prior to, or in case of SpinCo's stockholders, after the Effective Time.

(d) "**Agreement**" has the meaning set forth in the Preamble to this Agreement.

(e) "**Confidential Information**" has the meaning set forth in Section 6.1.

(f) "**Control**" means, with respect to any Intellectual Property, (i) such Intellectual Property is owned by the applicable Person, or (ii) such Person has the ability to grant a license or other rights in, to or under such Intellectual Property on the terms and conditions set forth herein (other than pursuant to a license or other rights granted pursuant to this Agreement) without violating any Contract entered into as of or prior to the Effective Date between such Person or any of its Affiliates, on the one hand, and any Third Party, on the other hand, or any applicable Law.

(g) "**Copyrights**" means copyrightable works, copyrights (including in product label or packaging artwork or templates), moral rights, mask work rights, database rights and design rights, in each case, whether or not registered, and registrations and applications for registration thereof.

(h) "**Cover**" means, with respect to any Patent, in the absence of a license granted under an unexpired claim that has not been adjudicated to be invalid or unenforceable by a final, binding decision of a court or other Governmental Entity of competent jurisdiction that is unappealable or unappealed within the time permitted for appeal of such Patent (or if such Patent is a patent application, a claim in such patent application if such patent application were to issue as a patent), the practice of the applicable invention or technology, or performance of the applicable process, would infringe such claim. For clarity, and by way of example, an issued Patent Covers a product if, in the absence of a license granted under such a claim of such Patent, making, using, selling, offering for sale, importing or exporting such product infringes such claim.

(i) "**Disclosing Party**" has the meaning set forth in Section 6.2.

(j) "**Effective Date**" has the meaning set forth in the Preamble to this Agreement.

(k) "**Excluded IP**" means (i) Trademarks, (ii) IT Assets (excluding rights in Software), (iii) any and all Intellectual Property or rights in, to or under Accelerator (as defined in the Accelerator License Agreement) or any improvements, enhancements or modifications thereof, (iv) any and all Intellectual Property that is both (A) required for use of any proprietary products or processes licensed by Honeywell, SpinCo or their respective Affiliates to Third Parties on a commercial basis in the ordinary course of business as of the Effective Date and (B) used by the other Party (or its Affiliates) in the same or similar manner as such Third Party commercial uses, (v) any Intellectual Property or rights in Software licensed or otherwise provided under any other Ancillary Agreements (excluding the Separation Agreement), and (vi) the Intellectual Property set forth on **Exhibit A**. Notwithstanding the foregoing, "Excluded IP" does not include any of the

foregoing to the extent expressly set forth on **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit H**.

(l) "**Honeywell**" has the meaning set forth in the Preamble to this Agreement.

(m) "**Honeywell Field**" means the conduct of the RemainCo Business as conducted as of the Effective Date and natural evolutions thereof.

(n) "**Honeywell Licensed Copyrights**" means any and all Copyrights, to the extent Controlled by Honeywell or its Affiliates as of the Effective Date, that are used or held for use in the SpinCo Business as of the Effective Date, including the Copyrights set forth on **Exhibit B**; provided, that the Honeywell Licensed Copyrights excludes any and all (i) Know-How and (ii) Excluded IP.

(o) "**Honeywell Licensed IP**" means the Honeywell Licensed Patents, Honeywell Licensed Know-How and Honeywell Licensed Copyrights.

(p) "**Honeywell Licensed Know-How**" means any and all Know-How, to the extent Controlled by Honeywell or its Affiliates as of the Effective Date, that is used or held for use in the SpinCo Business as of the Effective Date, including the Know-How set forth on **Exhibit C**; provided, that the Honeywell Licensed Know-How excludes any and all (i) Copyrights and (ii) Excluded IP.

(q) "**Honeywell Licensed Patents**" means any and all (i) Patents, to the extent Controlled by Honeywell or its Affiliates as of the Effective Date, that are used or held for use in the SpinCo Business as of the Effective Date or otherwise set forth on **Exhibit D**, (ii) to the extent Controlled by Honeywell or its Affiliates as of or following the Effective Date, continuations, divisionals, renewals, provisionals, continuations-in-part, patents of addition, restorations, substitutions, extensions, supplementary protection certificates, reissues and reexaminations of, and all other Patents that claim priority to, from or form the basis for priority with any Patents described in the foregoing clause (i), and foreign equivalents thereof, in each case, solely to the extent the claims of such items described in this clause (ii) are supported by any Patents described in the foregoing clause (i), and (iii) to the extent Controlled by Honeywell or its Affiliates following the Effective Date, Patents filed during the two (2)-year period following the Effective Date to the extent such Patents Cover any Honeywell Licensed Know-How; provided, that the Honeywell Licensed Patents excludes any and all Excluded IP.

(r) "**Intellectual Property**" means any and all rights (created or arising in any jurisdiction anywhere in the world, whether statutory, common law, or otherwise) to the extent arising from or related to intellectual property, including (i) Patents,

(ii) Trademarks, (iii) Copyrights, (iv) rights in Know-How, and (v) all registrations and applications for registration of any of the foregoing clauses (i) through (iv).

(s) "**IT Assets**" means all copies of Software, computer systems, telecommunications equipment, databases, internet protocol addresses, and documentation, reference, resource and training materials to the extent relating thereto, other than, in each case, Intellectual Property contained therein.

(t) "**Know-How**" means all confidential or proprietary information, including trade secrets, know-how and technical data, including any that comprise financial, business, scientific, technical, economic or engineering information and instructions, including any confidential or proprietary raw materials, material lists, raw material specifications, manufacturing or production files or specifications, plans, drawings, blueprints, design tools, quality assurance and control procedures, simulation capability, research data, manuals, compilations, reports, including technical reports and research reports, analyses, formulas, formulations, designs, prototypes, methods, techniques, processes, rights in research, development, manufacturing, financial, marketing and business data, pricing and cost information, customer and supplier lists and information, procedures, inventions and invention disclosure documents, as well as Plant Operating Documents, and Engineering Models and Databases, in each case, other than Patents.

(u) "**Licensed IP**" means (i) with respect to the licenses granted to Honeywell hereunder, the SpinCo Licensed IP, and (ii) with respect to the licenses granted to SpinCo hereunder, the Honeywell Licensed IP.

(v) "**Licensee**" means (i) SpinCo, with respect to the Honeywell Licensed IP, and (ii) Honeywell, with respect to the SpinCo Licensed IP.

(w) "**Licensor**" means (i) SpinCo, with respect to the SpinCo Licensed IP, and (ii) Honeywell, with respect to the Honeywell Licensed IP.

(x) "**Party**" has the meaning set forth in the Preamble.

(y) "**Patents**" means patents, patent applications (including patents issued thereon) and statutory invention registrations, patents of importation, patents of improvement, certificates of addition, design patents and utility models, including provisionals, reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations thereof.

(z) "**Receiving Party**" has the meaning set forth in Section 6.2.

(aa) "**Software**" means all computer programs (whether in source code, object code, or other form), software implementations of algorithms, and related documentation, including flowcharts and other logic and design diagrams, technical, functional and other specifications, and user and training materials to the extent related to any of the foregoing.

(bb) "**SpinCo**" has the meaning set forth in the Preamble to this Agreement.

(cc) "**SpinCo Field**" means the conduct of the SpinCo Business as conducted as of the Effective Date and natural evolutions thereof.

(dd) "**SpinCo Licensed Copyrights**" means any and all Copyrights, to the extent Controlled by SpinCo or its Affiliates as of the Effective Date, that are used or held for use in the RemainCo Business as of the Effective Date, including the Copyrights set forth on **Exhibit E**; provided, that the SpinCo Licensed Copyrights exclude any and all (i) Know-How and (ii) Excluded IP.

(ee) "**SpinCo Licensed IP**" means the SpinCo Licensed Patents, SpinCo Licensed Know-How and SpinCo Licensed Copyrights.

(ff) "**SpinCo Licensed Know-How**" means any and all Know-How, to the extent Controlled by SpinCo or its Affiliates as of the Effective Date, that is used or held for use in the RemainCo Business as of the Effective Date, including the Know-How set forth on **Exhibit F**; provided, that the SpinCo Licensed Know-How excludes any and all (i) Copyrights and (ii) Excluded IP.

(gg) "**SpinCo Licensed Patents**" means any and all (i) Patents, to the extent Controlled by SpinCo or its Affiliates as of the Effective Date, that are used or held for use in the RemainCo Business as of the Effective Date or otherwise set forth on **Exhibit G**, (ii) to the extent Controlled by SpinCo or its Affiliates as of or following the Effective Date, continuations, divisionals, renewals, provisionals, continuations-in-part, patents of addition, restorations, substitutions, extensions, supplementary protection certificates, reissues and reexaminations of, and all other Patents that claim priority to, from or form the basis for priority with any Patents described in the foregoing clause (i), and foreign equivalents thereof, in each case, solely to the extent the claims of such items described in this clause (ii) are supported by any Patents described in the foregoing clause (i), and (iii) to the extent Controlled by SpinCo or its Affiliates following the Effective Date, Patents filed during the two (2)-year period following the Effective Date to the extent such Patents Cover any SpinCo Licensed Know-How; provided, that the SpinCo Licensed Patents excludes any and all Excluded IP.

(hh) "**Sublicensee**" has the meaning set forth in Section 2.3.

(ii) "**Term**" has the meaning set forth in Section 7.1.

(jj) "**Third Party**" means any Person other than Honeywell, SpinCo and their respective Affiliates.

(kk) "**Third Party Infringement**" means (i) any Third Party activities that constitute, or would reasonably be expected to constitute, an infringement, misappropriation or other violation of any Licensed IP, or (ii) any Third Party allegations of invalidity or unenforceability of any Licensed IP.

(ll) "**Trademarks**" means trademarks, certification marks, service marks, trade names, domain names, favicons, social media addresses, service names, trade dress and logos, including all goodwill associated therewith, in each case whether or not registered, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

(mm) "**Separation Agreement**" has the meaning set forth in the Recitals to this Agreement.

Section 1.2 References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, clause, Exhibit and Schedule are references to the Articles, Sections, paragraphs,

clauses, Exhibits and Schedules to this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) the Parties have each participated in the negotiation and drafting of this Agreement, and except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) the use of the phrases "the date of this Agreement", "the date hereof", "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (n) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually follow such phrase; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (p) any consent given by any party hereto pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party. Unless the context requires otherwise, references in this Agreement to "SpinCo" shall also be deemed to refer to the applicable member of the SpinCo Group, references to "RemainCo" or "Honeywell" shall also be deemed to refer to the applicable member of the RemainCo Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by SpinCo or Honeywell shall be deemed to require SpinCo or Honeywell, as the case may be, to cause the applicable members of the SpinCo Group or the RemainCo Group, respectively, to take, or refrain from taking, any such action.

ARTICLE II

GRANTS OF RIGHTS

Section 2.1 License to Honeywell Licensed IP. Subject to the terms and conditions of this Agreement, Honeywell hereby grants, and Honeywell shall cause its Affiliates to grant, to SpinCo, an irrevocable (subject to Section 4.3(e)), perpetual (during the Term), royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.3), transferable (subject to Section 8.7), worldwide, non-exclusive license in, to and under the Honeywell Licensed IP for any and all uses solely in the SpinCo Field. For clarity, subject to the terms and conditions of this Agreement, the license set forth in this Section 2.1 shall include the right (i) to practice such Honeywell Licensed IP to make (including have made), use, sell, offer for sale, import and export any and all inventions claimed in any Honeywell Licensed Patents and/or Covered by the Honeywell Licensed Know-How, in each case within the SpinCo Field, and (ii) as applicable, to use, practice, copy, perform, render, develop, improve, display, distribute, modify and make derivative works of such

Honeywell Licensed IP and any tangible embodiments thereof, in each case within the SpinCo Field.

Section 2.2 License to SpinCo Licensed IP. Subject to the terms and conditions of this Agreement, SpinCo hereby grants, and SpinCo shall cause its Affiliates to grant, to Honeywell, an irrevocable (subject to Section 4.3(e)), perpetual (during the Term), royalty-free, fully paid-up, sublicensable (to the extent permitted in Section 2.3), transferable (subject to Section 8.7), worldwide, non-exclusive license in, to and under the SpinCo Licensed IP for any and all uses solely in the Honeywell Field. For clarity, subject to the terms and conditions of this Agreement, the license set forth in this Section 2.2 shall include the right (i) to practice such SpinCo Licensed IP to make (including have made), use, sell, offer for sale, import and export any and all inventions claimed in any SpinCo Licensed Patents and/or Covered by the SpinCo Licensed Know-How, in each case within the Honeywell Field, and (ii) as applicable, to use, practice, copy, perform, render, develop, improve, display, distribute, modify and make derivative works of such SpinCo Licensed IP and any tangible embodiments thereof, in each case within the Honeywell Field.

Section 2.3 Sublicenses. Licensee may sublicense the license and rights granted to Licensee under Section 2.1 and Section 2.2 (as applicable) through multiple tiers (a) to its Affiliates (solely for so long as such Person remains an Affiliate), (b) to Third Parties in the ordinary course of business, to the extent solely for the benefit of such Licensee or its Affiliates (and not for the independent use of such licenses and rights by or for the benefit of such Third Party), and (c) to Third-Party customers (whether by means of an express sublicense, a covenant not to sue, or other grant of rights) in the ordinary course of business, solely in connection with the purchase of products, commercial process licenses or services from Licensee and solely to the extent such grant of rights occurred as part of Licensee's business as of the Effective Date (each such Affiliate or Third Party, a "Sublicensee"). Each sublicense granted under the Licensed IP shall be granted pursuant to an agreement which is consistent with and does not conflict with the terms and conditions of this Agreement and shall be in writing if the Sublicensee is a Third Party. For clarity, granting a sublicense shall not relieve Licensee of any obligations hereunder and Licensee shall cause each of its Sublicensees to comply, and shall remain responsible for its Sublicensees' compliance, with the terms hereof applicable to Licensee.

Section 2.4 Third Party Rights. Notwithstanding anything to the contrary in this Agreement, the Parties' rights and obligations set forth in this Agreement (including the licenses granted under Section 2.1 and Section 2.2, and the rights and obligations of the Parties under Article IV) shall be subject to the terms of any Contracts with a Third Party relating to the Licensed IP, which Contracts exist as of the Effective Date, and to which Licensor or any of its Affiliates is a party or otherwise bound. Subject to the foregoing, in the event that any license or other rights granted hereunder (a) may not be granted without the consent of or payment of a fee or other consideration to a Third Party, or (b) will cause Licensor or any of its Affiliates to be in breach of any obligation to one or more Third Parties, the applicable licenses and other rights granted hereunder shall only be granted to the extent such consent has been obtained or such fee or other consideration has been paid (it being understood that Licensor shall have no obligation to agree to make, or make, any payments or other concessions, except to the extent expressly required under the Separation Agreement or any other Ancillary Agreement).

Section 2.5 Specified Terms. Notwithstanding anything to the contrary in this Agreement, the Parties' rights and obligations set forth in this Agreement (including the licenses granted under Section 2.1 and Section 2.2, and the sublicensing rights granted under Section 2.3) with respect to the specific items of Intellectual Property set forth on **Exhibit H** shall be subject to the additional terms and conditions set forth therein.

Section 2.6 Reservation of Rights. Except as expressly provided in the Separation Agreement or any other Ancillary Agreement, each Party reserves its and its Affiliates' rights in and to all Intellectual Property that is not expressly licensed or otherwise granted hereunder. Without limiting the foregoing, this Agreement and the licenses and rights granted herein do not, and shall not be construed to, confer any rights upon either Party, its Affiliates, or its Sublicensees by implication, estoppel, or otherwise as to any of the other Party's or its Affiliates' Intellectual Property (including, for clarity, any Excluded IP).

ARTICLE III
OWNERSHIP

Section 3.1 Ownership. As between the Parties and their respective Affiliates, (a) SpinCo acknowledges and agrees that Honeywell and its Affiliates own the Honeywell Licensed IP, (b) Honeywell acknowledges and agrees that SpinCo and its Affiliates own the SpinCo Licensed IP, and (c) each Party acknowledges and agrees that neither Party, nor its Affiliates or its Sublicensees, will acquire any ownership rights in the Licensed IP licensed to such Party hereunder. To the extent that a Party, its Affiliates or its Sublicensees (as applicable) is assigned or otherwise obtains ownership of any right, title or interest in or to any Intellectual Property in contravention of this Section 3.1, such Party hereby assigns, and shall cause its Affiliates and Sublicensees (as applicable) to assign, to the other Party (or to such Affiliate or Third Party designated by such other Party in writing) all such right, title and interest.

ARTICLE IV
PROSECUTION, MAINTENANCE AND ENFORCEMENT

Section 4.1 Responsibility and Cooperation.

(a) As between the Parties, Licensor shall have the sole and exclusive right (but not the obligation) to file, prosecute and maintain all Patents within the Licensed IP with respect to which such Licensor or any of its Affiliates is granting a license to Licensee hereunder, at Licensor's sole cost and expense.

(b) Upon the reasonable request of the Party that has the right to control filing, prosecution or maintenance of any Licensed IP in accordance with Section 4.1(a), the other Party shall provide reasonable assistance to such Party in connection with such activities (including by providing information or taking such other actions as required by applicable Law), and such requesting Party shall reimburse such other Party's reasonable, actual out-of-pocket costs and expenses incurred in connection therewith. For clarity, neither such other Party nor any of its Affiliates shall be required by the foregoing in this Section 4.1 to take or omit to take any action that it reasonably believes violates any applicable Law.

Section 4.2 No Additional Obligations. For clarity, except as set forth in Section 4.1, this Agreement shall not obligate either Party to disclose to the other Party, or maintain, register, prosecute, pay for or offer to pay for (including by offering remuneration to any inventors), enforce, defend or otherwise manage any Intellectual Property. Without limiting the foregoing, nothing in this Agreement shall be construed to require any delivery of any technology, documentation or other tangible items by any Party or any of their Affiliates to any other Person or to require any support or maintenance obligations whatsoever on the part of any Party.

Section 4.3 Defense and Enforcement.

(a) Licensor and Licensee Rights. As between the Parties, Licensor shall have the sole and exclusive right, but not the obligation, at its own cost and expense, to control enforcement or defense against any Third Party Infringement of the Licensed IP with respect to which such Licensor is granting a license to Licensee hereunder (including by bringing an Action or entering into settlement discussions).

(b) Cooperation. If, in connection with enforcing any Licensed IP against any Third Party Infringement in accordance with Section 4.3(a), Licensor brings (or defends) an Action or enters into settlement discussions with respect thereto, Licensee shall provide reasonable assistance in connection therewith at Licensor's reasonable request, and Licensee shall be reimbursed by Licensor for its reasonable, actual out-of-pocket costs and expenses incurred in connection therewith.

(c) Recoveries. Any and all amounts recovered by Licensor in any Action regarding a Third Party Infringement or settlement with respect thereto shall, unless otherwise agreed (including in an agreement in connection with obtaining consent to settlement), be retained by Licensor.

(d) Interferences, etc. Notwithstanding anything to the contrary in Section 4.1 or Section 4.2, in the event that any Third Party allegations of invalidity or unenforceability of any Patents included in the Licensed IP licensed to Licensee hereunder arise in an opposition, interference, reissue proceeding, reexamination or other patent office proceeding, this Article IV shall govern the Parties' rights and obligations with respect thereto.

(e) Licensee Challenges. During the Term, neither Licensee nor any of its Affiliates, nor any of its Sublicensees, shall institute or actively participate as an adverse party in, or otherwise provide support to, any Action to invalidate or limit the scope of any Patent of the other Party or its Affiliates included in the Licensed IP or obtain a ruling that any such Patent claim is unenforceable or not patentable. Notwithstanding anything to the contrary, neither Licensee or any of its Affiliates or Sublicensees shall be in breach of this Section 4.3(e) to the extent they provide information in accordance with a legal requirement (as advised by legal counsel) in response to a subpoena, court order or other similar lawful process. In the event Licensee or any of its Affiliates breaches this Section 4.3(e), Licensor (i) shall have the right to, upon written notice to Licensee, terminate the licenses granted to Licensee hereunder, and (ii) shall be entitled to recover from Licensee any costs arising from such a challenge, including reasonable attorneys' fees and expenses of investigation and defense incurred in the course of participating in or defending the challenge.

ARTICLE V
DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

Section 5.1 Disclaimer of Representations and Warranties. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE SEPARATION AGREEMENT, THIS AGREEMENT OR THE OTHER ANCILLARY AGREEMENT, THE PARTIES DISCLAIM AND WAIVE ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITH REGARD TO QUALITY, PERFORMANCE, NON-INFRINGEMENT, NON-DILUTION, VALIDITY, COMMERCIAL UTILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AND EACH PARTY ACKNOWLEDGES AND AGREES IT HAS NOT AND WILL NOT RELY ON ANY SUCH REPRESENTATIONS OR WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THE SEPARATION AGREEMENT, THIS AGREEMENT OR THE OTHER ANCILLARY AGREEMENT. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN, THE LICENSED IP IS BEING LICENSED ON AN "AS IS," "WHERE IS" BASIS.

Section 5.2 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL HONEYWELL OR SPINCO OR THEIR RESPECTIVE AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AT LAW OR IN EQUITY, FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY CLAIM MADE UNDER THIS AGREEMENT (EXCEPT FOR ALL COMPONENTS OF AWARDS AGAINST THE NON-BREACHING PARTY IN ANY THIRD-PARTY CLAIM, INCLUDING COMPONENTS OF SUCH THIRD-PARTY CLAIM RELATING TO ANY OF THE FOREGOING AND ATTORNEYS' FEES). WITHOUT LIMITING THE FOREGOING, NO LICENSOR SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY CLAIMS, LOSS OR DAMAGES ARISING FROM LICENSEE'S OR LICENSEE'S AFFILIATES OR ITS OR THEIR SUBLICENSEES' USE OF ANY LICENSED IP UNDER THIS AGREEMENT.

Section 5.3 Limited Liability Exclusions. The limitation of Damages provided in the foregoing Section 5.2 shall not apply to: (i) Damages arising from any willful breach of this Agreement;
(ii) Damages arising from willful misconduct or fraud; or (iii) Damages arising from a breach of Article VI.

ARTICLE VI
CONFIDENTIALITY

Section 6.1 Confidential Information. As used herein, "**Confidential Information**" means any confidential and proprietary information of a Party or Third Party, regardless of form, which such Party considers to be confidential and proprietary, including information that: (a) if disclosed in writing, is labeled as "confidential" or "proprietary"; (b) if disclosed orally, is designated confidential at disclosure; (c) by nature or the circumstances of its disclosure, should reasonably be considered as confidential; or (d) constitutes information or data related to the Licensed IP, including Know-How, trade secrets, algorithms, source code, product/service specifications, prototypes, product roadmaps, Software, product pricing, marketing plans, financial data,

personnel statistics, methods of manufacturing and processing, techniques, research, development, inventions (whether or not patentable and whether or not reduced to practice), data, ideas, concepts, drawings, designs and schematics. Notwithstanding the foregoing, the term "Confidential Information" shall not include information which: (i) rightfully becomes publicly available other than by a breach of a duty to the Disclosing Party or violation of Law; (ii) is rightfully received by the Receiving Party from a Third Party without any obligation of confidentiality; (iii) as evidenced by the Receiving Party's written records, is rightfully known to the Receiving Party without any limitation on use or disclosure prior to its receipt from the Disclosing Party; or (iv) is independently developed by or on behalf of the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party as shown by competent evidence.

Section 6.2 Confidentiality Obligations. Each Party and its Affiliates that receives, obtains or otherwise become aware of under or in connection with this Agreement (the "**Receiving Party**") any Confidential Information of the other Party or its Affiliates (the "**Disclosing Party**"), respectively, agrees to (a) keep the Disclosing Party's Confidential Information confidential, (b) use the Disclosing Party's Confidential Information only as necessary to perform its obligations, exercise its rights under this Agreement or otherwise in connection with a Dispute, (c) use a reasonable degree of care in keeping the Disclosing Party's Confidential Information confidential, and (d) limit access to the Disclosing Party's Confidential Information to its personnel, Affiliates, assignees, contractors, subcontractors, Sublicensees, authorized representatives and advisors (including any financial, tax, legal and technical advisors), in each case, who have a need to access or know such Confidential Information for the purpose of performing its obligations and exercising its rights under this Agreement and who have been apprised of these confidentiality obligations, and with respect to any such Third Party, have agreed to protect the confidentiality of such Confidential Information in a manner consistent with the Receiving Party's obligations hereunder (and, for clarity, the Receiving Party shall remain responsible to the Disclosing Party for the compliance with such confidentiality obligations of its personnel, Affiliates and such Third Parties who receive such Confidential Information). Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to grant to the Receiving Party any rights in or to any Confidential Information of the Disclosing Party.

Section 6.3 Disclosure Required by Law. In the event that the Receiving Party is requested or required by Law (including subpoena or court order) to disclose any Confidential Information of
the Disclosing Party, the Receiving Party shall, to the extent legally permissible, provide prompt written notice to the Disclosing Party of such request or requirement, so that the Disclosing Party will have a reasonable opportunity to seek confidential treatment of such Confidential Information prior to its disclosure (whether through protective orders or otherwise) and, upon request, the Receiving Party shall reasonably cooperate with the Disclosing Party in seeking confidential treatment of such Confidential Information or other appropriate relief from such Law. If, in the absence of a protective order, other confidential treatment or waiver under this Agreement, the Receiving Party is advised by its legal counsel that it is legally required to disclose such Confidential Information, the Receiving Party may disclose such Confidential Information without liability under this Article VI; provided, that the Receiving Party exercises commercially reasonable efforts to obtain reliable assurances that confidential treatment will be afforded any such Confidential Information prior to its disclosure and discloses only the minimum amount of such Confidential Information necessary to comply with such Law. Similarly, with respect to any disclosure of Confidential Information in connection with a Dispute, the Receiving Party shall

exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment will be afforded any Confidential Information of the Disclosing Party prior to its disclosure.

Section 6.4 Disclosure in Connection with Due Diligence. The terms of this Agreement shall be the Confidential Information of both Parties. A Party may provide this Agreement to any Third Party, subject to confidentiality obligations no less restrictive than those set forth in this Article VI, if required to do so in connection with any diligence for any actual or potential bona fide business transaction with such Third Party related to the subject matter of this Agreement (including an acquisition, divestiture, merger, consolidation, asset sale, financing or public offering).

ARTICLE VII
TERM

Section 7.1 Term. The terms of the licenses and other grants of rights (and related obligations) under this Agreement (the "**Term**") shall remain in effect (a) to the extent with respect to the Patents and Copyrights licensed hereunder, on a Patent-by-Patent and Copyright-by-Copyright basis, until expiration, invalidation or abandonment of such Patent or Copyright (as applicable), and (b) with respect to all other Licensed IP, in perpetuity.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Dispute Resolution. The dispute resolution procedures set forth in Article VIII of the Separation Agreement shall apply and are hereby incorporated herein by reference, *mutatis mutandis*.

Section 8.2 Complete Agreement; Construction. This Agreement, including the Exhibits hereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Exhibit or Schedule hereto, the Exhibit or Schedule shall prevail. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the Separation Agreement, this Agreement shall control.

Section 8.3 Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 8.4 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 8.4 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 8.4 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight

delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party to the address set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.4):

To Honeywell:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202
Attention: Su Ping Lu, Senior Vice President, General Counsel and Corporate Secretary
Email: [***]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Allison R. Schneirov, Esq
Alexandra J. McCormack, Esq.
Kyle J. Hatton, Esq.
Lauren S. Kramer, Esq.
Email: [***]
[***]
[***]
[***]

To SpinCo:

Solstice Advanced Materials Inc.
115 Tabor Road
Morris Plains, NJ 07950
Attention: Brian Rudick, General Counsel
Email: [***]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Allison R. Schneirov, Esq
Alexandra J. McCormack, Esq.
Kyle J. Hatton, Esq.
Lauren S. Kramer, Esq.
Email: [***]
[***]
[***]
[***]

Section 8.5 Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

Section 8.6 Amendments. This Agreement may not be modified or amended except by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties.

Section 8.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or transferred, in whole or in part, by operation of Law or otherwise, by either of the Parties without the prior written consent of the other Party (which consent may be granted or withheld in such other Party's sole discretion); provided, that such first Party may assign or transfer, in whole or in part, by operation of Law or otherwise, without the prior written consent of the other Party, this Agreement or any of the rights, interests or obligations under this Agreement to (a) one or more of its Affiliates and (b) the successor to all or a portion of the business or assets to which this Agreement relates; provided, further, that (i) the assigning or transferring Party shall promptly notify the non-assigning or non-transferring Party in writing of any assignments or transfers it makes under the foregoing clause (b) and (ii) in either case of the foregoing clauses (a) or (b), the party to whom this Agreement is assigned or transferred shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto with respect to all or such portion of this Agreement so assigned or transferred. Any purported assignment in violation of this Section 8.7 shall be void *ab initio*. No assignment or transfer shall relieve the assigning or transferring Party of any of its obligations under this Agreement that accrued prior to such assignment or transfer unless agreed to by the non-assigning or non-transferring Party. If either Party or any of its Affiliates assigns any of the Licensed IP, such assignment shall be subject to the licenses granted to such Intellectual Property under this Agreement and the assignee of such Licensed IP shall be deemed to assume the applicable obligations under this Agreement automatically with respect thereto.

Section 8.8 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 8.9 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement.

Section 8.10 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party after the Effective Date.

Section 8.11 Third Party Beneficiaries. This Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement.

Section 8.12 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 8.13 Governing Law. This Agreement, including all matters of construction, validity, interpretation, performance and enforceability, and any dispute arising directly or indirectly out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 8.14 Specific Performance. The Parties acknowledge and agree that irreparable harm would occur in the event that the Parties do not perform any provision of this Agreement in accordance with its specific terms or otherwise breach this Agreement and the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any Damages. Accordingly, from and after the Effective Date, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party or Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article VIII (including for the avoidance of doubt, after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 8.15 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 8.16 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 8.17 Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by a Licensor are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the United States Bankruptcy Code regardless of the form or type of intellectual property under or to which such rights and licenses are granted and regardless of whether the intellectual property is registered in or otherwise recognized by or applicable to the United States of America or any other country or jurisdiction. The Parties agree that each Licensee will retain and may fully exercise all of their rights and elections under the United States Bankruptcy Code.

* * * * *

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective representatives thereunto duly authorized.

HONEYWELL INTERNATIONAL INC.

Signature: /s/ Jake Wasserman
Name: Jake Wasserman
Title: Vice President & General Counsel, Mergers and Acquisitions

SOLSTICE ADVANCED MATERIALS INC.

Signature: /s/ David Sewell
Name: David Sewell
Title: President & Chief Executive Officer

Exhibit 10.5
EXECUTION VERSION

TRADEMARK LICENSE AGREEMENT

BY AND BETWEEN

HONEYWELL INTERNATIONAL INC.

AND

SOLSTICE ADVANCED MATERIALS INC.

DATED AS OF OCTOBER 30, 2025

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TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (this "**Agreement**"), dated as of October 30, 2025 (the "**Effective Date**"), is entered into by and between Honeywell International Inc., a corporation of the state of Delaware, U.S.A., having offices located at 855 S. Mint Street, Charlotte, NC 28202 ("**Licensor**") and Solstice Advanced Materials Inc. (f/k/a Solstice Advanced Materials, LLC), a Delaware corporation ("**Licensee**") (together with Licensor, the "**Parties**," and each individually, a "**Party**").

RECITALS

WHEREAS, the Parties, among others, entered into that certain Separation and Distribution Agreement dated as of October 30, 2025 (as amended, modified or supplemented, and together with all exhibits and schedules thereto, the "**Separation Agreement**");

WHEREAS, Section 3.5 of the Separation Agreement contemplates that Licensor and Licensee will execute this Agreement, and this Agreement is being entered into by the Parties to satisfy the requirements described therein;

WHEREAS, Licensor is the owner of certain valuable Licensed Trademarks (as hereafter defined) in the Territory (as hereafter defined); and

WHEREAS, Licensee desires to use the Licensed Trademarks in the advertising, sale and distribution of Licensed Products (as hereafter defined) in the Territory, and Licensor is willing to authorize the Licensee's use subject to the terms and conditions herein.

NOW, THEREFORE, the Parties, intended to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.1 General. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Separation Agreement. As used in this Agreement, the following terms have the respective meanings set forth below.

(a) "**1234yf DIY Products**" means the products set forth in **Attachment A**.

(b) "**1234yf DIY License Period**" means the period set forth in **Attachment A**.

(c) "**1234yf DIY Territory**" means the countries set forth in **Attachment A**.

(d) "**Affiliate**" means, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control" (including the terms "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party

or member of either Group shall be deemed to be an Affiliate of the other Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of Licensor or Licensor's stockholders prior to, or in case of Licensee's stockholders, after the Effective Time.

(e) "**Business Day**" means any day that is not a Saturday, a Sunday or any other day on which banks are required or authorized by Law to be closed in New York, New York.

(f) "**Change of Control**" means, with respect to any entity, (i) the sale of all or substantially all of the assets of, or the ownership interests in, such entity in a single transaction or a series of related transactions to a Third Party, (ii) any direct or indirect acquisition of control, consolidation or merger of such entity by, with or into any Third Party, or (iii) any other corporate transaction or series of related transactions in which control of such entity is directly or indirectly transferred to a Third Party, including by transferring in excess of fifty percent (50%) of such entity's voting power, shares or equity, through a merger, consolidation, tender offer or similar transaction, to one or more third parties; provided, that a "Change of Control" shall not include a transaction where such entity's stockholders prior to such transaction directly or indirectly beneficially own, immediately following such transaction, a majority of the outstanding equity interests of the Third Party that controls such entity immediately following such transaction solely as a result of such stockholders' ownership of the equity interests of such first entity immediately prior to such transaction.

(g) "**Complaint**" means a telephone call or communication of any kind from a customer notifying Licensee, or any company affiliated with Licensee, of a problem relating to or a question about any or all of the following: the Licensed Products; Licensee's advertising or other business practice; the conduct of an employee of Licensee or an employee of any company affiliated with Licensee in connection with this Agreement.

(h) "**Contract Year**" means each calendar year during the Term; provided, that (i) the first Contract Year shall commence on the Effective Date, and end on December 31 of the year in which the Effective Date occurs, and (ii) the last Contract Year shall commence on January 1 of the year in which this Agreement expires or is terminated, and end on the last day of the Term.

(i) "**Honeywell Trademark**" means the Trademark "HONEYWELL", in the form and manner set forth in **Attachment B**, but excluding any variations thereof (including modifications to the words, letter, or design), which variations are expressly excluded.

(j) "**Licensed Products**" means, as applicable, (i) the 1234yf DIY Products with respect to the licenses and rights granted under Section 2.1, (ii) the Refrigerant Products with respect to the licenses and rights granted under Section 2.2, and (iii) any products to the extent permitted under **Attachment C** with respect to the licenses and rights granted under Section 2.3.

(k) "**Licensed Trademarks**" means the Honeywell Trademark.

(l) "**Net Sales**" means Licensee's and its Affiliates' gross sales of Licensed Products (defined as the number of units of Licensed Products invoiced during an applicable period to Third-Party purchasers of Licensed Products ("**Customers**"), *multiplied by* Licensee's invoiced unit

price(s) of Licensed Products to such Customers during such applicable period), *less* the following items (collectively, "**Permitted Deductions**"):

(i) reasonable trade discounts (defined as reductions in the list wholesale selling price that are customary in the trade) that Licensee actually grants in writing to a Customer prior to delivery to a Customer;

(ii) returns that Licensee actually authorizes and receives or has verified proof from Customers of returns with a corresponding request for credit;

(iii) defective allowances granted to a Customer;

(iv) reasonable credits to a Customer after delivery that Licensee actually grants in writing;

(v) Value Added Taxes ("**VAT**") associated with the shipment of goods to the Customer; and

(vi) freight billed separately on the invoice.

For the purpose of computing Net Sales during an applicable period, the Permitted Deductions from gross sales for such applicable period shall not exceed ten percent (10%) of gross sales shipped in any calendar year during which Royalties are calculated unless otherwise agreed to in writing by both the Licensor and the Licensee in respect of particular Customers. If a particular item falls into more than one of the categories set forth in clauses (i)-(vi) above, such item may not be included in the Permitted Deductions for a particular Net Sales calculation more than once. The Permitted Deductions for an applicable period shall be deemed never to exceed the Net Sales for such period. Net Sales occur (and Royalties are owed) upon the earlier of shipment of Licensed Products or delivery of an invoice for Licensed Products. Net Sales shall be determined and Royalties paid without deducting unpaid amounts or receivables, uncollectible or uncollected accounts or financial discounts of any kind. Net Sales shall include all transactions of Licensed Products distributed by Licensee or any of its Affiliates to Customers even if such transactions are not billed. Where Licensed Product are not sold, but are otherwise used, the Net Sales for purposes of computing Royalties shall be the highest selling prices of such Licensed Products of similar kind and quality that is currently being offered for sale by Licensee. In the event that Licensee or any of its Affiliates receive any consideration or value (whether monetary or non-monetary) in connection with the sale of Licensed Products that is not reflected in applicable invoices (e.g., pursuant to any side agreement, arrangement or other understanding, whether written or oral), the purpose or effect of which is to artificially reduce Net Sales under this Agreement, such consideration or value shall be added to Licensee's invoiced unit price(s) of Licensed Products to the applicable Customers during the applicable period for purposes of calculating Net Sales. All deductions from Net Sales must be clearly tracked on invoices with the Customers and produced to Licensor promptly upon request. Any deductions not specifically tracked via a written invoice shall be disallowed, and Licensee shall be responsible to pay to Licensor the amount of such discounts granted. For clarity, the amounts invoiced by Licensee or its Affiliates for the sale of Licensed Products among Licensee and its Affiliates for resale shall not be included in the computation of Net Sales hereunder and Net Sales shall be the gross invoice or contract price

charged to a Customer for the Licensed Products in an arm's-length transaction, *less* the Permitted Deductions.

(m) "**Refrigerant Products**" means the products set forth in **Attachment D**.

(n) "**Refrigerant License Period**" means the period set forth in **Attachment D**.

(o) "**Refrigerant Territory**" means the countries set forth in **Attachment D**.

(p) "**Social Media**" means interactive computer-mediated technologies that facilitate the creation or sharing of information, ideas, career interests and other forms of expression via virtual communities and networks including Facebook, Instagram, Twitter, YouTube, Snapchat, Pinterest and WeChat.

(q) "**Subsidiary**" means, with respect to any Person, (i) a corporation, greater than fifty percent (50%) of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person, and (ii) any other partnership, joint venture, association, joint stock company, trust, unincorporated organization or other entity in which such Person, directly or indirectly, owns greater than fifty percent (50%) of the equity or economic interest thereof or has the power to elect or direct the election of greater than fifty percent (50%) of the members of the governing body of such entity or otherwise has control over such entity (e.g., as the managing partner of a partnership); provided, that "Subsidiaries" shall not include the SpinCo Joint Ventures and Minority Investments or the RemainCo Joint Ventures and Minority Investments.

(r) "**Territory**" means, as applicable, (i) the 1234yf DIY Territory with respect to the licenses and rights granted under Section 2.1, (ii) the Refrigerant Territory with respect to the licenses and rights granted under Section 2.2, and (iii) any jurisdictions to the extent permitted under **Attachment C** with respect to the licenses and rights granted under Section 2.3.

(s) "**Third Party**" means any Person other than Licensor, Licensee and their respective Affiliates.

(t) "**Trademark**" means trademarks, certification marks, service marks, trade names, domain names, favicons, social media addresses, service names, trade dress and logos, including all goodwill associated therewith, in each case whether or not registered, and registrations and applications for registration thereof, and all reissues, extensions and renewals of any of the foregoing.

(u) "**Transitional License Period**" means the periods in respect of each permitted transitional use as of the Honeywell Trademark set forth in **Attachment C**.

(v) "**Weitron Side Letter**" means that certain letter agreement, dated as of October 16, 2025, by and between Licensor, Licensee and Weitron Inc.

Section 1.2 References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, clause, Exhibit, Schedule and Attachment are references to the Articles, Sections,

paragraphs, clauses, Exhibits, Schedules and Attachments to this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules, Exhibits and Attachments hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) the Parties have each participated in the negotiation and drafting of this Agreement, and except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) the use of the phrases "the date of this Agreement", "the date hereof", "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (n) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually follow such phrase; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (p) any consent given by any party hereto pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party. Unless the context requires otherwise, references in this Agreement to "Licensee" shall also be deemed to refer to the applicable member of the Licensee Group, references to "Licensor" or "Honeywell" shall also be deemed to refer to the applicable member of the RemainCo Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by Licensor or Licensee shall be deemed to require Licensor or Licensee, as the case may be, to cause the applicable members of the SpinCo Group or the RemainCo Group, respectively, to take, or refrain from taking, any such action.

ARTICLE II

TRADEMARK LICENSE

Section 2.1 Refrigerants License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive, non-transferable (except in accordance with Article XIV), royalty-bearing (in accordance with Article III), non-sublicensable (except as permitted in Section 2.4) license during the Refrigerant License Period to reproduce and use the Honeywell Trademark solely in the Refrigerant Territory as the Trademark on Refrigerant Products and in advertising and promotional materials (but excluding Social Media) for such Refrigerant Products.

Section 2.2 1234yf DIY License. Subject to the terms and conditions of this Agreement and the Weitron Side Letter, Licensor hereby grants to Licensee an exclusive, non-transferable (except in accordance with Article XIV), royalty-bearing (in accordance with Article III), non-

sublicensable (except as permitted in Section 2.4) license during the 1234yf DIY License Period to reproduce and use the Honeywell Trademark solely in the 1234yf DIY Territory as the Trademark on 1234yf DIY Products and in advertising and promotional materials (but excluding Social Media) for such 1234yf DIY Products.

Section 2.3 Transitional License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable (except in accordance with Article XIV), royalty-free, non-sublicensable (except as permitted in Section 2.4) transitional license to use the Honeywell Trademark in connection with each item set forth in **Attachment C** for the specified use rights and Transitional License Period set forth for such item in **Attachment C**. Licensee shall, and shall cause its Affiliates and Sublicensees to, transition from, and phase-out use of, the Honeywell Trademark in connection with such specified use rights and such items as soon as reasonably practicable and any in event no later than the end of the applicable Transitional License Period (or the earlier termination of this Agreement).

Section 2.4 Sublicensing. Licensee shall have no right to sublicense any of the licenses or rights granted to Licensee under Section 2.1, Section 2.2 or Section 2.3, except as expressly permitted by, and in accordance with, this Section 2.4. For clarity, granting a sublicense shall not relieve Licensee of any obligations hereunder and Licensee shall cause each of its Sublicensees to comply, and shall remain responsible for its Sublicensees' compliance, with the terms hereof applicable to Licensee.

(a) Upon execution and delivery to Licensor of a sublicensing agreement in the form set forth in **Attachment E**, Licensee may grant sublicenses, solely within the scope of the licenses granted in Section 2.1, Section 2.2 or Section 2.3, as applicable, solely to any wholly-owned Subsidiary of Licensee that is not then a Sublicensee, and upon such grant, such wholly-owned Subsidiary shall be deemed a "**Sublicensee**." Licensee shall deliver such sublicensing agreement to Licensor within sixty (60) days of the Effective Date with respect to sublicenses granted pursuant to this Section 2.4(a) as of the Effective Date or within such sixty (60) day period.

(b) Upon execution and delivery to Licensor of an agreement with an applicable Third Party that contains the sublicensing language set forth in **Attachment F**, Licensee may grant non-exclusive, non-transferable, non-sublicensable sublicenses, solely within the scope of the licenses granted in Section 2.1, Section 2.2 or Section 2.3, as applicable, solely to dealers, down-packers and customers of Licensee who are in the business of selling an applicable Licensed Product, and solely for use in connection with the resale of such applicable Licensed Product, and upon such grant, such dealer or customer shall be deemed a "**Sublicensee**." Licensee shall deliver such sublicensing agreement to Licensor within sixty (60) days of the Effective Date with respect to sublicenses granted pursuant to this Section 2.4(b) as of the Effective Date or within such sixty (60) day period.

Section 2.5 Reservation of Rights; No Contest. For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement (including the exclusive rights granted to Licensee pursuant to Section 2.1 and Section 2.2) shall be construed to limit or restrict Licensor's ability and right to continue to operate the RemainCo Business and natural evolutions thereof. The Licensed Trademarks are the sole and exclusive property of Licensor. Except as expressly provided in the Separation Agreement or any other Ancillary Agreement,

Licensor reserves its and its Affiliates' rights in and to all Intellectual Property that is not expressly licensed or otherwise granted hereunder. Without limiting the foregoing, this Agreement and the licenses and rights granted herein do not, and shall not be construed to, confer any rights upon Licensee, its Affiliates, or its Sublicensees by implication, estoppel, or otherwise as to any of Licensor's or its Affiliates' Intellectual Property. Licensee shall not at any time, either during or after the Term of this Agreement, contest the validity of the Licensed Trademarks or assert or claim any other right to manufacture, sell or offer for sale products under the Licensed Trademarks, or any Trademark confusingly similar thereto.

Section 2.6 No Licenses to Other Trademarks. No license, either express or implied, is granted by Licensor to Licensee hereunder with respect to any Trademark except as specifically stated herein. Licensee may not use the Licensed Trademarks in Social Media without prior written approval from Licensor pursuant to a separate Social Media Agreement.

Section 2.7 Notice of Infringement. While Licensor has no information or reason to believe that the Licensed Trademarks or any registrations for the Licensed Trademarks infringe the rights of any Third Party, it makes no representation, warranty or guarantee to that effect. If Licensee receives notice or knowledge that its use of the Trademark may infringe trademark or other rights of any third person in the Territory, Licensee shall, as soon as possible and in no event longer than two (2) Business Days, report to Licensor in writing the details relating to the potential infringement.

Section 2.8 No Use Outside Territory. Licensee shall not make or authorize any use, direct or indirect, of the Licensed Products in any other country outside the Territory and will not knowingly sell the Licensed Products to persons who intend or are likely to ship or resell them in any country outside the Territory. Licensee further shall not make any use, direct or indirect, of the Licensed Trademarks in connection with any products other than the Licensed Products pursuant to the terms herein.

Section 2.9 Recordation. If Licensor decides in its sole but reasonable discretion that this Agreement (or any short-form version of this Agreement) should be recorded with any governmental authorities within the Territory, or if any such prior recordation or application should be amended or updated in any manner, Licensee shall promptly provide or secure all reasonable assistance requested by Licensor, such as the furnishing of documents and information and the execution of all reasonably necessary documents, as Licensor may reasonably request. Any such costs associated with Licensor's requests for Licensee's assistance shall be borne by Licensor.

Section 2.10 Business Coordination. Upon request from either Party no more than once per year, Licensee and Licensor shall attempt in good faith to meet to discuss this Agreement including Licensee's progress of commercializing the Licensed Products into the Territory, potential new regions and/or product categories or segments for expansion and other topics of mutual interest to the Parties. At Licensor's option or at Licensee's request, and subject to the availability of both Parties, representative(s) of Licensor will conduct the annual meeting in-person at Licensee's offices and facilities. During such meeting, the Parties will discuss topics including an annual business review, branding, customer service management, and growth of Licensee's business and perform local market visits.

ARTICLE III
ROYALTY AND VOLUME PROVISIONS

Section 3.1 Royalties & Commitments for Refrigerant Products.

(a) During the Refrigerant License Period, Licensee shall pay to Licensor running royalties as a percentage of Net Sales of Refrigerant Products sold by or on behalf of Licensee in the Refrigerant Territory at the rate set forth in **Attachment D** ("**Refrigerant Royalties**").

(b) During the Refrigerant License Period, Licensee guarantees to pay to Licensor the minimum guaranteed royalty payments in respect of Refrigerant Royalties as set forth in **Attachment D** ("**Royalty Commitments**"), whether or not Licensee makes sufficient sales of Refrigerant Products to owe those amounts in Refrigerant Royalties pursuant to Section 3.1(a) based upon Net Sales during each specified Contract Year and regardless of termination of this Agreement (subject to Section 12.3).

(c) During the Refrigerant License Period, Licensee guarantees to meet the minimum guaranteed sales volumes in respect of Refrigerant Products as set forth in **Attachment D** ("**Volume Commitments**") during each specified Contract Year. In the event that Licensee fails to fulfill the Refrigerant Volume Commitment for two (2) consecutive Contract Years (excluding the first and second Contract Years during the Refrigerant License Period), Licensor may terminate this Agreement, effectively immediately upon written notice to Licensee, solely to the extent related to the licenses and rights granted to Licensee in respect of Refrigerant Products (subject to Section 12.3).

Section 3.2 Royalties for 1234yf DIY Products.

(a) During the 1234yf DIY License Period, Licensee shall pay to Licensor royalties at the rate set forth in **Attachment A** ("**1234yf DIY Royalties**", and together with the Refrigerant Royalties, the "**Royalties**").

Section 3.3 Reporting & Payment.

(a) Within three (3) weeks of the end of each calendar quarter, Licensee must submit a report by email to [***] providing the following information for such calendar quarter (the "**Report**"):

(i) the total quantity of Licensed Products sold on an SKU-by-SKU and country-by-country basis (with descriptions so that each individual Licensed Product can be identified by SKU within each country);

(ii) the total Net Sales value of Licensed Products on an SKU-by-SKU and country-by-country basis;

(iii) the amount of Royalties payable to Licensor from the foregoing information (for clarity, identifying Refrigerant Royalties and 1234yf Royalties separately) and, if applicable, any associated deductions or withholding contemplated by Section 3.8;

(iv) a list of all customers who purchased Licensed Products from Licensee; and

(v) the NPS.

(b) Following receipt of each Report, Licensor will issue an invoice (each, a "**Royalty Invoice**") to Licensee (within approximately two (2) weeks) stating the amount of Royalties owed by Licensee to Licensor based on Net Sales for the applicable calendar quarter. Licensee shall pay to Licensor the amount stated in each Royalty Invoice within two (2) weeks of the date such Royalty Invoice is sent by Licensor to Licensee. All payments of Royalties shall be made in U.S. Dollars and by wire transfer to:

JPMorgan Chase Bank
Honeywell International Inc.
[***]
Swift Code: [***]
Account Number: [***]
HIPI Agreement Number: 2025-XXXX

Section 3.4 Royalty Shortfall Payments. If the applicable Royalties owed in any Contract Year are less than the corresponding Royalty Commitment for such Contract Year, then Licensee shall pay Licensor the difference between the applicable Royalty Commitment for such Contract Year and the applicable Royalties actually paid for such Contract Year. Such difference payment shall be paid to Licensor in U.S. dollars within thirty (30) days after the end of each Contract Year, to the extent that such payments are due. Such payments shall be paid in the same manner set forth in Section 3.3 for the payment of Royalties.

Section 3.5 Late Payments. Except as expressly provided to the contrary in this Agreement, any amount not paid when due pursuant to this Agreement (and any amount billed or otherwise invoiced or demanded and properly payable that is not paid within thirty (30) days of such bill, invoice or other demand) shall bear interest at a rate per annum equal to the Secured Overnight Financing Rate ("**SOFR**") (in effect on the date on which such payment was due), *multiplied by* one hundred twenty percent (120%) calculated for the actual number of days elapsed, accrued from the date on which such payment was due up to the date of the actual receipt of payment; provided, that in the event that SOFR is no longer commonly accepted by market participants, then an alternative floating rate index that is commonly accepted by market participants, which the Parties shall jointly determine, each acting in good faith. The payment of such interest shall not replace any of Licensor's other rights under this Agreement resulting from Licensee's default by failure to pay any amounts due hereunder. The acceptance of any overdue payments by Licensor at any time does not foreclose or impair Licensor's ability to collect the owed interest on such payments pursuant to this Section 3.5.

Section 3.6 Records Retention & Access. Licensee shall:

(a) preserve and maintain in the ordinary course of business in a facility in the United States accurate and up-to-date records which will contain the data from which amounts due to Licensor under this Agreement can be readily calculated including all manufacturing, inventory and sales records involving the Licensed Products;

(b) at all times during the Term, and for two (2) years after the end of the Term, permit examination of such records at Licensee's corporate offices during normal business hours and upon reasonable notice by Licensor or Licensor's representatives at reasonable intervals and under reasonable conditions; and

(c) permit Licensor or Licensor's Representative to review at Licensee's corporate offices during normal business hours and upon reasonable notice, all other relevant information useful in making a proper audit and verification of Licensee's performance of its obligations under this Agreement. Licensee shall fully cooperate with Licensor or Licensor's representative in the course of such audit or investigation and permit Licensor or Licensor's representative to make copies of such records. Licensor agrees to enter into a confidentiality agreement with respect to such information as Licensee may reasonably request. In the event that such inspection reveals a discrepancy in the amount of Royalties owed Licensor from what was actually paid, Licensee shall pay such discrepancy, plus interest, calculated at the rate of one and one-half percent (1.5%) per month. In the event that such discrepancy is in excess of ten thousand U.S. dollars ($10,000), Licensee shall reimburse Licensor for the reasonable out of pocket cost of such inspection (i.e., auditor's fees), but not including any attorney's fees incurred in connection therewith.

Section 3.7 Ownership of Information. Any of Licensee's information furnished by Licensee to Licensor under this Agreement shall remain Licensee's property and, for clarity, be subject to Article XVI. All copies of such information in written, graphic or other tangible form shall be destroyed or returned to Licensee at its request, except that Licensor may retain one copy for archival, audit or dispute resolution purposes.

Section 3.8 Taxes. The Parties shall be entitled to deduct and withhold from any payments due hereunder as they are required to deduct and withhold therefrom under applicable law; provided, that to the extent a deduction or withholding is required in respect of any such payment, the applicable Party shall use commercially reasonable best efforts to (a) provide reasonable advance notice to the other Party indicating in reasonable detail any intention to deduct or withhold any amounts pursuant to this Section 3.8, the amount to be deducted or withheld, and the basis therefor, and (b) cooperate in good faith with the other Party to minimize the amount of any applicable withholding or deduction to the extent permitted by applicable law. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the Party to whom such amounts would otherwise have been paid and shall be promptly paid to the appropriate governmental authority in accordance with applicable law.

ARTICLE IV
USE OF TRADEMARKS ON LICENSED PRODUCTS AND PACKAGING

Section 4.1 Use of Licensed Trademarks. Licensee shall use the Licensed Trademarks only on the applicable Licensed Products or in the advertising, distribution and sale of the applicable Licensed Products.

Section 4.2 No Combinations. Licensee shall not, without Licensor's prior written permission, use the Licensed Trademarks in close proximity to or in conjunction with any other Trademarks or ornamentation, including slogans or taglines, or on the outside label of any package with any other Trademarks, other than Licensee's own Trademarks to the extent such Trademarks are

actually so used with the Licensed Trademarks as of the Effective Date. Licensee shall not use or combine the Licensed Trademarks with any other term without Licensor's prior written consent (which consent may be granted or withheld in Licensor's sole discretion). Notwithstanding the above, Licensor will not unreasonably withhold its consent to Licensee using the SOLSTICE Trademark (including the logo therefor, "**Solstice Mark**") on labels, packaging and promotional materials for Licensed Products, to the extent that such use does not give the impression that the Licensed Trademarks and Solstice Mark are combined or composite Trademarks or otherwise violate Licensor's Corporate Identity Standards.

Section 4.3 Restrictions. Neither Licensee nor any Affiliate or agent of Licensee shall, without the prior written consent of Licensor (which consent may be granted or withheld in Licensor's sole discretion):

(a) use the Licensed Trademarks as part of a corporate, business or trading name (except as expressly permitted under this Agreement in connection with the transitional rights granted under Section 2.3); or

(b) attempt to register, register or own (at any time) in any country:

(i) the Licensed Trademarks;

(ii) any domain name incorporating in whole or in part the Licensed Trademarks; or

(iii) any name, trade name, domain name, keyword, mark, e-commerce platform or social or business networking/media account or identification name confusingly similar to the Licensed Trademarks, including translations or transliterations of the Licensed Trademarks in other languages.

Any such approved use by Licensee shall cease immediately upon the expiration or termination of this Agreement for any reason.

Section 4.4 Consequences of Non-Approved Uses. In addition to any other rights or remedies provided in this Agreement, in the event that Licensee or any Affiliate or agent of Licensee is in violation of or otherwise breaches Section 4.3 as of the Effective Date or at any time during the Term, then Licensee shall, upon receipt of notification from Licensor:

(a) immediately be liable to Licensor in the amount of twenty thousand U.S. dollars ($20,000) for each such violation, payable upon demand; and

(b) must, at Licensor's direction, transfer to Licensor or abandon the respective Trademark, name, trade name, domain name, or keyword in question within five (5) days of receipt of notice by Licensee.

The payment required by this Section 4.4 is intended solely to compensate Licensor and not as a penalty, and the Parties acknowledge and agree that such payment is not disproportionate to the anticipated likely loss and harm to be suffered by Licensor as a consequence of each such breach. The provisions of Section 4.3 and Section 4.4 shall survive termination of this Agreement.

Section 4.5 Display & Packaging. Licensee shall use the Licensed Trademarks properly on all trade dress, labels, containers, packaging, tags and displays ("**Packaging**"). Any Packaging which contains wording not in English must be accompanied by an English translation for all such wording and provided to Licensor. All original Packaging and related product labels and any material changes in Packaging containing or referring to the Licensed Trademarks which Licensee intends to use in connection with the Licensed Products must be approved in advance (which approval shall not be unreasonably withheld) and in writing by Licensor to ensure proper Trademark usage (provided, that such approval by Licensor shall not be required in respect of Packaging that is the same, or substantially the same, as Packaging used by Licensee in the ordinary course of business as of immediately prior to the Effective Date). Licensor shall promptly review the Packaging submitted to it for review. Such materials shall be deemed disapproved if Licensor does not provide a reply to Licensee within fifteen (15) Business Days of Licensor's receipt of such proposed Packaging. In the event that Licensee is not current on any payments or Royalties reports owed to Licensor at any time, Licensor may decline to review Packaging provided by Licensee, in which event Licensee may not use such Packaging until Licensee is current on all payments and reports and such Packaging has been approved by Licensor. The failure by Licensor to review such Packaging in accordance with this Section 4.5 while Licensee owes money or Royalties to Licensor or is otherwise in breach of its obligations herein will not constitute a breach of Licensor's obligations under the Agreement.

Section 4.6 Corporate Identity Standards

. On all visible Packaging and advertising, the Licensed Trademarks shall be emphasized in relation to the surrounding material, and any use of the Licensed Trademarks shall conform to Licensor's "**Corporate Identity Standards**", which shall be provided from time to time by Licensor to Licensee. The current version of Licensor's Corporate Identity Standards is located at http://brand.honeywell.com/. Upon request, Licensee may obtain a password from Licensor to access these standards. Wherever appropriate, the Licensed Trademarks shall be used as proper adjectives, and the common noun for the product shall be used in conjunction with the Licensed Trademarks. All Packaging shall contain the Licensed Trademarks and the name, Trademark or trade name, and physical address, phone number and main URL of Licensee. Licensee shall refrain from making any statements about the quality, efficiency, or effectiveness of any of the Licensed Products on any product packaging or advertising materials unless Licensee has established the validity of such statements through empirical studies. Licensor shall have the right to approve, upon its request, the terms and descriptions of all warranties offered by Licensee in connection with the Licensed Products (except for such warranties that are the same as, or substantially similar to, warranties offered by Licensee in connection with the Licensed Products as of the Effective Date).

Section 4.7 Trademark Use Guidelines. Licensee shall use the Licensed Trademarks only in accordance with good Trademark practice and Licensor's trademark use guidelines, as set forth in **Attachment G**, which Licensor may update from time to time upon notice to Licensee. Upon Licensee's receipt of any such notice, Licensee shall use commercially reasonable efforts to comply, and cause its Sublicensees to comply, with such updated trademark use guidelines as soon as commercially practicable, and in any event within six (6) months of receipt of such notice. In addition, Licensee's use of the Licensed Trademarks shall be subject to reasonable instruction provided by Licensor from time to time. Licensee shall conspicuously display on all Licensed Products, Packaging and advertising the Licensed Trademarks and license notice required by

Licensor's written instructions in effect as of the date of manufacture. Such instructions are provided to Licensee in **Attachment B**.

Section 4.8 Safety of Licensed Products. All Licensed Products shall be UL-listed and approved (to the extent applicable to each Licensed Product) and shall meet all applicable and then in-effect industry standards and governmental regulations. Licensee must, to the extent applicable, submit copies of UL certificates or other documents confirming UL certification to Licensor in advance of any sales of Licensed Products hereunder and shall, thereafter, on an annual basis, submit samples of Licensed Products to an independent testing laboratory reasonably acceptable to Licensor to confirm that such Licensed Products continue to meet such industry standards and applicable government regulations (provided, that such acceptance by Licensor shall not be required in respect of independent testing laboratories that are used by Licensee in the ordinary course of business as of immediately prior to the Effective Date). In the event that such independent laboratory should determine that such Licensed Products do not meet such standards and/or regulations, Licensee shall immediately notify Licensor of such fact and cease using the Licensed Trademark on such Licensed Products. Under no circumstance is Licensee permitted to sell such Licensed Products which do not meet such standards and/or regulations in connection with the Licensed Products.

Section 4.9 Goodwill. Licensee agrees that it will not, during or after the Term of this Agreement, attack, challenge or otherwise contest the validity of the Licensed Trademarks or Licensor's rights therein. All goodwill resulting or accruing from the use of the Licensed Trademarks by Licensee or its Affiliates or Sublicensees, including any additional goodwill that may develop or accrue because of Licensee's or its Affiliates' or Sublicensees' use of the Licensed Trademarks, shall inure solely to the benefit of Licensor, and Licensee shall not acquire any rights in the Licensed Trademarks except those rights specifically granted in this Agreement.

Section 4.10 No Tarnishment. Licensee shall not take any action or omit to take any action which may reasonably be expected to derogate, erode or tarnish the Licensed Trademarks, or otherwise diminish the value of the Licensed Trademarks, in Licensor's reasonable opinion. For the avoidance of doubt, the sale of Licensed Products at below average prices for such products shall, by itself, tarnish and diminish the value of the Licensed Trademarks and constitute a breach of this Section 4.10 and the Agreement.

Section 4.11 Product Warranties to Customers. Licensee shall offer and honor a warranty on all Refrigerant Products and 1234yf DIY Products that equals or exceeds standard warranties provided for other competing products in the marketplace (which requirement shall be deemed to be satisfied by warranties that are the same as, or substantially similar to, warranties offered by Licensee in connection with the Refrigerant Products and 1234yf DIY Products, as applicable, as of the Effective Date). Prior to the manufacture of any such Licensed Products, Licensee shall provide all terms and conditions of its warranty program for such Licensed Products to Licensor for Licensor's approval, which shall not unreasonably be withheld (except that such approval shall not be required in respect of terms and conditions for Licensee's warranty program for such Licensed Products that are the same as, or substantially similar to, the terms and conditions for Licensee's warranty program for such Licensed Products as of the Effective Date). Licensee may not materially change the terms of its warranty after approved by Licensor without Licensor's

written approval, which shall not unreasonably be withheld. The failure by Licensee to honor its warranty terms shall constitute a breach of this Agreement.

Section 4.12 Ownership of Packaging. Licensor and Licensee each considers all Packaging created pursuant to this Agreement and based on Licensor's trademark use guidelines (as set forth in Section 4.7) to be works made for hire. Licensee acknowledges and agrees that such Packaging (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Licensor. If for any reason any Packaging or any part thereof would not be considered a work made for hire under applicable law, Licensee does hereby sell, assign, and transfer to Licensor, its successors and assigns, the entire right, title and interest in and to the copyright in the Packaging and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Packaging, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

Section 4.13 Historical References. Licensee acknowledges Licensor's longstanding legacy of using the Honeywell Trademark and the goodwill from such use that has inured to Licensor. Licensee agrees not to use the name "Honeywell" or the Honeywell Trademark in reference to its product or company history, except as part of the approved description set forth in **Attachment H** or as otherwise approved by Licensor in writing.

ARTICLE V
INFRINGEMENTS AND LITIGATION

Section 5.1 Infringement Notice. Licensee agrees to give notice promptly in writing to Licensor of any infringement or suspected or threatened infringement by a Third Party of the Licensed Trademarks in the Territory that Licensee or any of its Affiliates or Sublicensees learns of at any time while this Agreement is in effect. Licensee shall take no further steps with respect to such infringement unless and until instructed to do so by Licensor in writing.

Section 5.2 Initiating Infringement Proceedings. Except as otherwise set forth in Section 5.4, Licensor may decide in its sole discretion whether and what steps should be taken to prevent or terminate infringement of the Licensed Trademarks in the Territory, including the institution of legal proceedings and settlement of any claim or proceeding. Licensor agrees to notify Licensee in writing of Licensor's decision and course of action as soon as reasonably possible following the receipt of any notice from the Licensee under Section 5.1.

Section 5.3 Conducting Infringement Proceedings. Except as otherwise set forth in Section 5.4, Licensor will solely conduct and control any action(s) taken against infringers of the Licensed Trademarks. Licensee shall join as a party in any such legal proceedings where necessary for the conduct thereof. Licensee may elect to retains its own attorneys in connection therewith at Licensee's sole cost and expense. Licensee will provide or procure reasonable assistance, such as the furnishing of documents and information and the execution of all reasonably necessary documents, as Licensor may reasonably request. Any recovery received from any such infringer or counterfeiter shall be apportioned equally between the Parties after reimbursement of applicable costs set forth in Section 5.4.

Section 5.4 Infringement Proceeding Costs. Licensee shall bear fifty percent (50%) of all of Licensor's and its Affiliates' out-of-pocket costs, fees and expenses incurred in connection with infringement claims related to the Licensed Trademarks to the extent related (or substantially related) to the Licensed Products in the Territory. Licensee, at Licensor's direction, shall establish a direct payment relationship with any Third Party handling such matters and Licensee shall timely pay all invoiced amounts directly to the applicable Third Party. Notwithstanding the foregoing, in the event that Licensee requests Licensor to take any such actions in connection with a particular instance of such infringement in the Territory, and Licensor declines to do so (or fails to respond to such request within thirty (30) days of receipt thereof), then Licensee shall have the right (but not the obligation) to step-in and enforce the Licensed Trademarks in respect of the Licensed Products in the Territory for such instance of infringement at Licensee's own cost and expense, and Licensor shall reasonably cooperate in connection therewith (at Licensee's sole cost and expense).

ARTICLE VI
ADVERTISING AND AUTHENTICATION

Section 6.1 Advertising Expenditures. Licensee shall use commercially reasonable efforts to make reasonable advertising and marketing expenditures to promote the sale of Refrigerant Products and 1234yf DIY Products and enhance the value of the goodwill associated with the Licensed Trademarks in connection therewith.

Section 6.2 Copy. All advertising copy and promotional materials, including Internet web pages or designs, containing or referring to the Licensed Trademarks ("**Copy**") which Licensee intends to use and its proposed placement must be approved in advance and in writing by Licensor to ensure proper Trademark usage by Licensee (except that such approval shall not be required in respect of Copy that is the same as, or substantially similar to, Copy used by Licensee as of the Effective Date). All Copy must be submitted to Licensor in English. Licensor shall promptly review such Copy received from Licensee and shall not unreasonably withhold its consent. Such Copy shall be deemed disapproved if Licensor does not provide a reply to Licensee within fifteen (15) Business Days of Licensor's receipt of such proposed Copy. Licensor may refuse to approve, and Licensee shall not distribute, any materials containing or referring to the Licensed Trademarks that derogates, erodes or tends to tarnish the Licensed Trademarks, or otherwise diminish the value of the Licensed Trademarks, in Licensor's opinion. In the event that Licensee is not current on any payments or Royalties reports owed to Licensor at any time, Licensor may decline to review Copy provided by Licensee, in which event Licensee may not use such Copy until Licensee is current on all payments and reports and such Copy has been approved by Licensor. The failure by Licensor to review such Copy in accordance with this Section 6.2 while Licensee owes money or Royalties to Licensor or is otherwise in breach of its obligations herein will not constitute a breach of Licensor's obligations under the Agreement.

Section 6.3 Ownership of Copy. Licensor and Licensee each considers all elements of Copy created pursuant to this Agreement which are based on the Licensed Trademarks or Licensor's trademark use guidelines (as set forth in Section 4.7) to be works made for hire. Licensee acknowledges and agrees that such Copy (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Licensor. If for any reason any Copy or any part thereof would not be considered a work made for hire under applicable law,

Licensee does hereby sell, assign, and transfer to Licensor, its successors and assigns, the entire right, title and interest in and to the copyright in the Copy and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Copy, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

Section 6.4 ID Tags. Licensee is required to use Licensor-branded product authentication and tracing tags or similar such technology ("**ID Tags**") provided by a licensee of Licensor in connection with Licensed Products. The current licensee supplier of ID Tags is Octane5 International LLC ("**Octane5**"). Licensee must finalize its supply agreement for ID Tags with Octane5 no later than one hundred twenty (120) days after the Effective Date; provided, that if it is commercially impracticable for Licensee to use Octane5 as a supplier of ID Tags, then Licensee shall be responsible to procure and contract with an alternative supplier of ID Tags of substantially similar quality and reputation, and finalize a supply agreement for ID Tags with such alternative supplier within such time period. Licensee must apply at least one (1) ID Tag to each Packaging for Licensed Products. Licensee further acknowledges and approves Licensor's direct receipt of information recorded from the ID Tags from Octane5. If Licensee experiences a delay in receiving supply of ID Tags, a failure in functionality such that the ID Tags may not be used or a breach of its supply agreement by Octane5, then Licensee will be excused from performance of its obligations under this Section 6.4 until such time as the supply, functionality or breach issues are cured; provided, that Licensee gives notices to Licensor of these issues and works in good faith with Octane5 to resolve them in a commercially reasonable manner. If cure of these issues is not commercially practical, then Licensor and Licensee will work in good faith to alter or waive the obligations of this Section 6.4.

ARTICLE VII
LICENSEE'S ACTIVITIES AND QUALITY OF LICENSED PRODUCTS

Section 7.1 Sole Responsibility. Licensee represents and warrants that it shall be solely responsible for the manufacture, production, sale and distribution of the Licensed Products and will bear all related costs associated therewith.

Section 7.2 Product Quality. Licensee shall conduct its business in a dignified manner consistent with the general reputation and importance of the Licensed Trademarks. Licensee is familiar both with the recognition and goodwill associated with the Licensed Trademarks and with the high standards of quality and performance associated with the products manufactured and distributed by Licensor under the Licensed Trademarks. Licensee shall use reasonable and good faith commercial efforts to safeguard the established goodwill symbolized by the Licensed Trademarks and to maintain the quality and performance standards with respect to its design, manufacture, sale and distribution of the Licensed Products pursuant to this Agreement. Licensed Products shall be comparable in quality to products sold by Licensor bearing the Licensed Trademarks prior to the Effective Date, with which Licensee is familiar.

Section 7.3 Samples. All Licensed Products shall be of the highest quality and shall meet Licensor's commercially reasonable standards for approval for each product category, which shall not unreasonably be withheld. Licensee shall only sell or distribute products under the Licensed

Trademarks that, in Licensor's reasonable opinion, do not tarnish, derogate or detract from the good reputation of Licensor or the Licensed Trademarks. Upon Licensor's reasonable request from time to time throughout the Term, Licensee shall furnish to Licensor, for approval, three (3) samples of each different Licensed Product manufactured under this Agreement, together with product packaging, so that Licensor can ensure that proper Trademark usage is being made by Licensee. Licensee agrees to make available at no charge such additional samples of each Licensed Product as Licensor may from time to time reasonably request for the purpose of comparison with earlier samples to maintain consistent Trademark usage. All submissions by Licensee pursuant to this Section 7.3 shall be at Licensee's cost.

Section 7.4 Compliance with Laws.

(a) All of the Licensed Products manufactured and/or distributed hereunder shall comply with all applicable laws, regulations and established industry standards of the countries in which the Licensed Products are sold or distributed and shall incorporate quality components. Licensor shall have a continuing right to audit and examine the manufacturing steps and processes utilized by Licensee in the manufacture of the Licensed Products as well as their adherence to Licensor's Trademark utilization criteria. No more than once per year at each facility, Licensor's authorized representatives shall have the right, upon reasonable notice and during normal business hours, to inspect the facilities of Licensee or facilities contracted by Licensee to assure Licensor that the Licensed Products are being produced and utilized in accordance with the requirements of this Agreement and all applicable laws. If Licensor has good cause to believe that issues exist at any facility which may harm its goodwill in the Licensed Trademarks or affect the quality of the Licensed Products, then Licensor or its authorized representatives shall have the right, upon reasonable notice and during normal business hours, to conduct additional inspections of Licensee's facilities to confirm that the Licensed Products are being produced and utilized in accordance with the requirements of this Agreement and all applicable laws.

(b) Licensee shall comply with, and assume all costs and responsibilities associated with, all laws, regulations, ordinances and standards relating to or pertaining to the manufacture, sale, distribution, recycling, take-backs, disposal and/or advertising of the Licensed Products (including, but not limited to, Proposition 65 in the State of California) or use of the Licensed Trademarks applicable to the Licensed Products. Licensee shall further comply with all required standards as applicable to the Licensed Products. Licensee shall submit, as a condition precedent to offering the Licensed Products for sale, copies of all reports, documents and other data certifying compliance with the above standards and annual test reports from an independent testing laboratory reasonably acceptable to Licensor indicating that such Licensed Products meet such laws, regulations, etc. Licensee shall ensure through inspection and audit that it, its vendors and/or contractors comply with all laws and other applicable legal, regulatory and safety requirements related to the Licensed Products and to the manufacture, sale, distribution, recycling, take-backs, disposal and/or advertising of the Licensed Products or use of the Licensed Trademarks applicable to the Licensed Products.

Section 7.5 Toll Free Number. Licensee shall provide responsive and high quality customer service related to the Licensed Products including a telephone service for customers to contact Licensee about the Licensed Products daily during customary local business hours on normal Business Days ("**Number**"). Licensee shall monitor and record each day the average wait time

for users of the Number and provide this figure to Licensor upon request. If the average wait time for users of the Number exceeds five (5) minutes for more than two (2) consecutive Business Days, Licensee shall so notify Licensor and take all immediate and reasonable steps to reduce such wait time below five (5) minutes. Licensee shall respond within forty eight (48) hours or two (2) Business Days to all customer inquiries and Complaints and shall use its best efforts to address and remedy all such inquiries and Complaints to the satisfaction of the consumer no later than five (5) Business Days following each Complaint. All employees of Licensee shall be knowledgeable and courteous in answering customer inquiries and resolving Complaints regarding the Licensed Products. In addition, prior to the sale of any Licensed Products, Licensee must also establish a web site or web page which contains information about the Licensed Products and details about how to contact Licensee with questions about the Licensed Products.

Section 7.6 Complaint Log. In addition, Licensee shall maintain a written log, or an equivalent stored in computer memory and capable of access and reproduction in printed form, of all Complaints (the "**Log**"). The Log shall be in form and substance acceptable to Licensor and at minimum list the date and time of each such Complaint, identify the customer making the Complaint (to the extent allowed by law), and describe the nature of the Complaint and when and what actions were taken by Licensee in response to the Complaint. The Log shall be certified as accurate and correct by the President or another Senior Executive of Licensee and provided to Licensor on a quarterly basis along with the royalty report specified in Article III. Licensee shall also provide the Log to Licensor for inspection upon request within one (1) Business Day. All entries in the Log shall be maintained by Licensee for a period of at least two (2) years and submitted on a quarterly basis or when reasonably requested by Licensor.

Section 7.7 Customer Service Deficiencies. If, in Licensor's sole discretion, Licensee's customer service requirements as reflected in Section 7.6 and Section 7.7 are not in keeping with the standards of quality, performance and service associated with Licensor, Licensor shall notify Licensee in writing. Such writing shall constitute notice that Licensee is in breach of the Agreement and that the Agreement may be terminated in accordance with Article IX if such breach is not cured within thirty (30) days to Licensor's reasonable satisfaction. Upon expiration or termination of this Agreement or if Licensee is in breach of this Agreement, upon Licensor's request, Licensee shall transfer ownership of the Number to Licensor immediately upon Licensor's request.

Section 7.8 Approval of Third-Party Manufacturer. If Licensee at any time desires to have Licensed Products or components thereof utilizing the Licensed Trademarks manufactured by a Third Party, Licensee shall, as a condition to the continuation of this Agreement, notify Licensor of the name and address of such manufacturer and the Licensed Products or components involved and obtain Licensor's prior written permission to do so. Such permission from Licensor shall not be required with respect to the Third Party manufacturers set forth on **Attachment I**. Licensor shall have the right to visit and inspect the facilities of such Third Party.

(a) The granting of said permission will be conditioned upon:

(i) Licensee signing a consent agreement in a form furnished by Licensor;

(ii) Licensee causing each such manufacturer and any sub-manufacturer to sign an agreement in a form furnished by Licensor; and

(iii) Licensor's receipt of such agreements properly signed.

(b) Licensee shall require that all Third-Party manufacturers employed by Licensee in the manufacture of the Licensed Products shall comply with all applicable laws and regulations relating to the manufacture of such Licensed Products and meet or exceed such specifications set forth for the Licensed Products while this Agreement is in effect and permit Licensor the right upon reasonable notice to visit and inspect the facilities of such manufacturer to confirm compliance with the terms herein.

(c) Licensee shall remain fully responsible for ensuring that the Licensed Products are manufactured in accordance with the terms of the Agreement, and Licensee shall take the steps necessary to ensure that the Third-Party manufacturer:

(i) Produces the Licensed Products only as and when directed by Licensee;

(ii) Does not distribute, sell or supply the Licensed Product to any person or entity other than Licensee; and

(iii) Does not delegate in any manner whatsoever its obligations with respect to the Licensed Products.

(d) In the event that any such manufacturer utilizes the Licensed Trademarks for any unauthorized purpose, Licensee shall cooperate fully in bringing such utilization to an immediate halt. If, by reason of Licensee's not having supplied the above mentioned agreements to Licensor or not having given Licensor the name of any supplier, Licensor makes any representation or takes any action and is thereby subjected to any penalty or expense, Licensee will compensate Licensor for any such cost or loss sustained.

(e) Any and all costs incurred by Licensor that are associated with Licensor's investigation, seizure and/or detention of Licensed Products manufactured, transported or shipped by a Third Party used by Licensee (or any agent of such Third Party) but unknown to Licensor shall be borne by Licensee, and Licensee shall repay such amounts within ten (10) days of receipt of written details of such costs.

Section 7.9 No Used Products. Licensee shall not sell or distribute any used or sub-standard products or "seconds" under the Licensed Trademarks. Licensee acknowledges and agrees that its selling of, or failure to cease sales of, Licensed Products not in substantial compliance with the standards set forth in this Article VII may cause irreparable injury to Licensor. Any action taken pursuant to this Article VII shall be without prejudice to either Party's right to the remedies set forth in Article X. In addition, Licensor reserves its rights with respect to all equitable remedies in the event of any failure by Licensee to comply with the terms of this Article VII, including, but not limited to, the sale or distribution of products not in compliance with the quality control provisions stated herein.

Section 7.10 Recall. Licensor shall have the right to have Licensee declare a recall of any line of Licensed Products if Licensor reasonably determines that such recall is necessary to prevent further damage or destruction of property and/or to prevent or eliminate any threat to the health or safety of consumers. Licensee shall bear any and all costs related to any such recall of Licensed Products, whether voluntary, required by government, or by Licensor. In the event of such a recall, Licensee will consult with Licensor, and obtain Licensor's prior express written approval regarding all aspects of handling such recall including media releases.

Section 7.11 Net Promoter Score. Licensee shall obtain a net promoter score with respect to the Refrigerant Products (each, an "**NPS**"), with each NPS to be calculated on a Contract Year-by-Contract Year basis. Each NPS shall be derived in good faith by Licensee based on established methodology and validated by a Third-Party service provider in the field familiar with the methodology for calculating a net promoter score consistent with past practice. Licensee shall provide each validated NPS to Licensor within thirty (30) days after receipt of validation from the applicable Third Party, along with summary supporting documentation showing the questions from which the score was derived, summary details about customers who were surveyed, including number of customers and summary responses, and the required Third-Party validation. Licensee will promptly provide Licensor further details about each NPS if reasonably requested by Licensor. Licensee must maintain an annual NPS with respect to the Refrigerant Products that is equal to or higher than zero (0), or if higher, eighty percent (80%) of the average of the three (3) most recent NPS's previously derived by the relevant business (the "**Target NPS**"). If any NPS is below the applicable Target NPS in any Contract Year (excluding the first Contract Year), then Licensee will meet with Licensor in good faith to discuss and form a plan to raise the applicable NPS to a level at or above the Target NPS. If the NPS is more than one (1) point below the Target NPS for any two (2) consecutive Contract Years, then Licensor will have the right to terminate the Agreement upon written notice to Licensee.

ARTICLE VIII
DURATION

Section 8.1 Term. This Agreement shall become effective as of the Effective Date and, unless sooner terminated under the provisions herein, will continue in full force and effect until the latest to occur of the end of the Refrigerant License Period, the end of the 1234yf DIY License Period, and the end of the Transitional License Period (the "**Term**").

ARTICLE IX
IMMEDIATE TERMINATION ON BREACH

Section 9.1 Termination by Licensor. On the occurrence of any of the following events, this Agreement may be terminated by Licensor (in whole or in relevant part), effective on delivery to Licensee of notice in accordance with Section 17.4:

(a) Upon a Change of Control of Licensee without the prior written consent of Licensor (which consent may be granted or withheld in Licensor's sole discretion);

(b) Upon a Change of Control of Licensee's Affiliate or Sublicensee without the prior written consent of Licensor (which consent may be granted or withheld in Licensor's sole

discretion), in which case the termination by Licensor shall apply solely with respect to such Affiliate or Sublicensee;

(c) The attempted assignment by Licensee of this Agreement or any right or license granted under it in contravention of the terms of Article XIV;

(d) The discovery by Licensor of an intentional material misrepresentation or intentional false statement made by Licensee with respect to Licensed Products or any other matter referred to in this Agreement;

(e) Pursuant to a failure detailed in Section 3.1(c), Section 7.11 or Section 10.2(c);

(f) Licensee fails, for any two (2) consecutive calendar quarters, to pay Royalties within the time frame specified above (even if payment of Royalties for such calendar quarters is subsequently made, with or without interest);

(g) The failure of any of the Licensed Products in the marketplace that results in the substantial injury or death to a Third Party;

(h) The filing of a complaint by the Consumer Product Safety Commission or any other governmental agency involving the safety or reliability of the Licensed Products, in which case the termination by Licensor shall apply solely with respect to the Licensed Products subject to such complaint;

(i) The mandating of a ban or recall of any line of the Licensed Products by any governmental agency, in which case the termination by Licensor shall apply solely with respect to such banned or recalled Licensed Product;

(j) The failure by Licensee to report any earned Royalties for two (2) consecutive calendar quarters;

(k) Licensee's cessation or termination of its business operations; or

(l) The declaration of insolvency by Licensee or the seeking of protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding by Licensee, or if any such proceeding is instituted against Licensee.

Section 9.2 No Prejudice. Any such termination described herein shall be without prejudice to any other rights or claims the Licensor may have against the Licensee.

ARTICLE X
TERMINATION ON BREACH AFTER CURE PERIOD

Section 10.1 Termination for Material Breach. Subject to Section 10.2, in addition to any right of termination which either Party may have by virtue of law, and in addition to the right to terminate this Agreement under Article IX, either Party may terminate this Agreement if the other Party commits a material breach of this Agreement and fails to remedy that breach within a period of thirty (30) days after receipt of written notice specifying the nature of the breach (except for

breaches involving the payment of monies, in which case the notice period shall be ten (10) days). If, after the expiration of such period, the breaching Party has failed or refused to fully remedy the breach, this Agreement may be terminated by the non-breaching Party upon written notice to the breaching Party. For purposes of this Section 10.1, a material breach of this Agreement is any breach which would have a material and adverse effect on the non-breaching Party, as is reasonably defined based on industry standards, or a breach of any of the following: Section 2.1, Section 2.2, Section 2.3, Section 2.4, the last sentence of Section 2.5, Section 2.8, Article III, Article IV and Article VII.

Section 10.2 Indirect Territory Violations. If, at any time during the Term, Licensor or Licensee becomes aware of any Licensed Products bearing, advertised or offered for sale in connection with the Licensed Trademarks outside of the applicable Territory or any use of the Licensed Trademarks in connection with Licensed Products outside of the applicable Territory ("**Indirect Territory Violations**"), then:

(a) Licensee will (upon its receipt of information about such Indirect Territory Violations) immediately take all steps to uncover the source and parties making or otherwise responsible for such Indirect Territory Violations (including all products involved and all quantities of such products) and report such full details to Licensor in no more than ten (10) days after Licensee's becoming aware of the Indirect Territory Violations;

(b) if an Indirect Territory Violation is the second occurrence of an Indirect Territory Violation, Licensee will pay to Licensor twenty five percent (25%) of the gross top line revenue Licensee received in connection with such Indirect Territory Violation, such payment being due no later than ten (10) days after Licensee's receipt of notice requiring such payment. If Licensor fails to receive the payment within ten (10) days, then Licensor will have the right to terminate this Agreement immediately upon written notice to Licensee;

(c) if an Indirect Territory Violation is any occurrence after the second occurrence of an Indirect Territory Violation, Licensor may terminate this Agreement immediately upon written notice to Licensee or require Licensee to pay to Licensor one hundred percent (100%) of the gross top line revenue Licensee received in connection with such Indirect Territory Violations, such payment being due no later than ten (10) days after Licensee's receipt of notice requiring the payment. If Licensor fails to receive the payment within ten (10) days, then Licensor will have the right to terminate this Agreement immediately upon written notice to Licensee; and

(d) Licensee must immediately terminate all relationships with any parties involved in the Indirect Territory Violation, if such parties are involved in a second Indirect Territory Violation, and confirm that such steps were taken in writing to Licensor.

ARTICLE XI
REMEDIES AND LIMITATIONS OF LIABILITY

Section 11.1 Remedies Cumulative. The right of either Party to terminate this Agreement is not an exclusive remedy and either Party shall be entitled alternatively or cumulatively to damages for breach of this Agreement or to any other remedy available under the laws of the applicable jurisdiction.

Section 11.2 Specific Performance. The Parties acknowledge and agree that irreparable harm would occur in the event that the Parties do not perform any provision of this Agreement in accordance with its specific terms or otherwise breach this Agreement and the remedies at law for any breach or threatened breach of this Agreement, including monetary damages, are inadequate compensation for any Damages. Accordingly, from and after the Effective Date, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement, the Parties agree that the Party or Parties to this Agreement who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Article XI (including for the avoidance of doubt, after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this Agreement, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

Section 11.3 Prevailing Party in Dispute. In the event of a dispute between the Parties, the prevailing Party shall be entitled to recover its costs, expenses and attorneys' fees incurred in connection with enforcing the terms of this Agreement or preventing misuse of the Licensed Trademarks. A "prevailing party" shall mean a Party who receives all or substantially all of the relief sought by such Party in an adjudication of its claims arising out of or related to this Agreement before a court of law or other agreed-upon tribunal.

Section 11.4 Survival. No expiration or termination of this Agreement for whatever cause shall affect any right or obligation of either Party:

(a) which is vested pursuant to this Agreement as of the effective date of such expiration or termination; or

(b) which is intended to survive expiration or termination of this Agreement, including, but not limited to, the following: Article I, Section 2.5, Article III (solely with respect to payment obligations accrued but unpaid as of the effective date of expiration or termination of this Agreement), Section 4.3, Section 4.4, Section 4.9, Section 4.11, Section 4.12, Section 7.5, Section 7.6, Section 7.9, Section 7.10, Section 9.2, Article XI, Article XII, Article XIII, Article XIV, Section 15.1, Article XVI, Article XVII, Article XVIII and Article XIX. In addition, nothing herein shall be construed as granting Licensee any vested rights in the Licensed Trademarks.

Section 11.5 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL LICENSOR OR LICENSEE OR THEIR RESPECTIVE AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AT LAW OR IN EQUITY, FOR PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY CLAIM MADE UNDER THIS AGREEMENT (EXCEPT FOR ALL COMPONENTS OF AWARDS AGAINST THE NON-BREACHING PARTY IN ANY THIRD-PARTY CLAIM, INCLUDING COMPONENTS OF SUCH THIRD-PARTY CLAIM RELATING TO ANY OF THE FOREGOING AND ATTORNEYS' FEES). WITHOUT LIMITING THE FOREGOING, THE

LICENSOR SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY CLAIMS, LOSS OR DAMAGES ARISING FROM LICENSEE'S OR LICENSEE'S AFFILIATES OR ITS OR THEIR SUBLICENSEES' USE OF ANY LICENSED TRADEMARKS UNDER THIS AGREEMENT. THE FOREGOING DISCLAIMER OF LIABILITY IN THIS SECTION 11.5 DOES NOT APPLY TO ANY PAYMENT OBLIGATIONS OWED TO LICENSOR HEREUNDER, INCLUDING PAYMENT OF ROYALTIES AND/OR ROYALTY COMMITMENTS.

Section 11.6 Disclaimer of Representations & Warranties. EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE SEPARATION AGREEMENT, THIS AGREEMENT OR THE OTHER ANCILLARY AGREEMENTS, THE PARTIES DISCLAIM AND WAIVE ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING WITH REGARD TO QUALITY, PERFORMANCE, NON-INFRINGEMENT, NON-DILUTION, VALIDITY, COMMERCIAL UTILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AND EACH PARTY ACKNOWLEDGES AND AGREES IT HAS NOT AND WILL NOT RELY ON ANY SUCH REPRESENTATIONS OR WARRANTIES EXCEPT THOSE EXPRESSLY SET FORTH IN THE SEPARATION AGREEMENT, THIS AGREEMENT OR THE OTHER ANCILLARY AGREEMENTS. EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN, THE LICENSED TRADEMARKS ARE BEING LICENSED ON AN "AS IS," "WHERE IS" BASIS.

ARTICLE XII
CONSEQUENCES OF TERMINATION

Section 12.1 Consequences. Upon the expiration of this Agreement or upon the termination of this Agreement by either Party for whatever reason, Licensee shall:

(a) immediately cease all use of the Licensed Trademarks in any manner whatsoever and shall not thereafter use any word, expression, design, or symbol as a Trademark, trade name, domain name or otherwise which is confusingly similar thereto, which may constitute a colorable imitation thereof or in any other manner whatsoever;

(b) thereafter refrain from indicating or representing that Licensee is a Trademark licensee of Licensor; and

(c) thereafter refrain from directly or indirectly using or displaying any advertising or promotional material or performing any other act which might reasonably cause anyone to believe Licensee to be a Trademark licensee of Licensor including, but not limited to, ceasing use of Copy, Packaging and/or any advertising, promotional or packaging material that is similar to any such material used in connection with the Licensed Products.

Section 12.2 Sell-Off Period. Provided that Licensee has paid all Royalties owed to Licensor through the end of each of the Refrigerant License Period and the 1234yf DIY License Period, for a period of not more than six (6) months following end of each of the Refrigerant License Period and the 1234yf DIY License Period, respectively (each, a "**Sell-off Period**"), except for termination arising out of a breach related to the quality of the Licensed Products or pursuant to Section 9.1(g), Section 9.1(h) or Section 9.1(i), Licensee may deliver for sale, but solely at

ordinary prices, any Licensed Products in the possession or under the control of Licensee as of the end of the Refrigerant License Period and the 1234yf DIY License Period (respectively), subject to the payments called for in Article III and the provisions of Article VII. Promptly upon request, Licensee must provide to Licensor a detailed list of any Licensed Products in the possession or under the control of Licensee as of the end of such periods, together with descriptions so that each individual Licensed Product can be identified on a SKU-by-SKU basis. The total quantity of Licensed Products permitted to be sold during the Sell-off Period may not exceed an amount equal to five percent (5%) more than the quantity of Licensed Products sold by Licensee in the immediately preceding calendar quarter, and any Licensed Products in its possession in excess of this quantity must have the Licensed Trademarks removed from the products and all accompanying materials and packaging prior to any sale by Licensee. Notwithstanding the above, if Licensor enters into a license with a Third Party which includes the right to sell any of the Licensed Products in connection with the Trademark at any point during the Sell-off Period, then upon request, Licensee shall immediately sell any Licensed Products in the possession or under the control of Licensee as of the date of such notice to Licensor or its new licensee for a price equal to Licensee's manufacturing and shipment cost for such Licensed Products. For the avoidance of doubt, the following categories of Licensed Products shall be deemed not to be in Licensee's possession or control and shall not be eligible for delivery or sale during to the Sell-off Period:

(a) any Licensed Products which have not been fully manufactured as of the end of the applicable period; and

(b) any Licensed Products that are part of any outstanding orders from suppliers which have not fully been paid for by Licensee and shipped by the supplier as of the end of the applicable period.

Section 12.3 Unpaid Royalty Commitments. Upon termination of this Agreement for whatever reason, other than for Licensor's material breach pursuant to Section 10.1 or solely pursuant to Section 3.1(c), all unpaid Royalty Commitments for any current and future periods specified herein (including all specified periods which are dated after the date of termination, subject to the terms and conditions set forth in **Attachment D**), shall become immediately due and payable. The requirement by Licensor of the payment of all unpaid Royalty Commitments specified in this Section 12.3 shall not limit any other relief to which Licensor may be entitled in law or equity. The terms and conditions set forth in this Section 12.3 and Section 12.4 shall supersede any contrary provision herein relating to payment due to Licensor upon termination of this Agreement.

Section 12.4 Nature of Payment. In connection with the payment required in Section 12.3 (the "**Specified Payment**"), the Parties acknowledge that:

(a) any actual loss to Licensor from termination of this Agreement prior to the end of the Term is inherently uncertain, not readily ascertainable, and incapable of precise quantification as of the execution hereof;

(b) the Specified Payment represents only the minimum amount that Licensor would have received had the Agreement not been terminated, rather than the actual amount that Licensor would have received, and therefore represents a compromise by Licensor;

(c) the Specified Payment is intended solely to compensate Licensor and not as a penalty;

(d) the Parties believe the Specified Payment is not disproportionate to the anticipated likely loss to be suffered by Licensor;

(e) the Specified Payment agreed to knowingly by Licensee, a sophisticated party represented by experienced counsel, and has been freely agreed to in arms-length negotiations between the Parties; and

(f) Licensor is not obligated to seek to mitigate the damage sustained by Licensor.

ARTICLE XIII
INDEMNIFICATIONS AND INSURANCE

Section 13.1 Indemnification by Licensor. Licensor shall indemnify, defend and hold harmless Licensee and its Affiliates from any and all liability, claims, recall of products, actions, demands, direct losses or damages, additional royalties, injunctions, fines, penalties, judgments, costs, and expenses (including reasonable attorney fees), but not including consequential, incidental or punitive damages or lost profits, arising from any allegation ("**Claim**") that Licensee's proper use of the Licensed Trademarks in accordance with this Agreement infringes the rights of any Third Party. If Licensee receives notice or knowledge that its use of the Licensed Trademarks may infringe Trademark rights of any Third Party in the Territory, Licensee shall, as soon as possible, report to Licensor in writing the details relating to the potential infringement and take no further steps with respect to such matter pending instructions from Licensor. Licensor shall not be liable to indemnify Licensee for any settlement of any Claim affected without the Licensor's express prior written consent. Licensor may decide in its sole discretion what steps should be taken to address any Claim and will solely conduct and control any action(s) taken in response to a Claim. Licensee shall join as a party in any such legal proceedings where necessary for the conduct thereof at Licensor's cost and expense, except for any costs incurred by Licensee if it retains its own attorneys which shall be paid by Licensee. Licensee will provide or procure reasonable assistance as Licensor may reasonably request in defense of a Claim.

Section 13.2 Indemnification by Licensee. As between Licensor and Licensee and regardless of the termination or expiration of this Agreement, Licensee assumes full responsibility for all liability, claims, demands, expenses (including reasonable attorney fees) and damages, including claims for defective products as well as damages to property or injury to persons (including death) arising out of or otherwise in relation to the manufacture, sale or use of the Licensed Products (excluding actions solely involving claims relating to the Licensed Trademarks infringing the rights of others in the Territory) and/or any actions of its employees, including product liability, liability arising out of alleged defects or deficiencies in the Licensed Products, patent infringement, product recycling or take-backs, negligence, false advertising, breach of warranty, fraud, misrepresentation, breach of obligations to Third Parties and/or violation of any law in any country. In such regard, Licensee agrees to defend, indemnify, save and hold harmless Licensor, its successors, assigns, officers, directors, agents and employees, against any and all claims, costs, (including court costs and attorneys' fees), proceedings and liabilities arising out of any of such claims including any loss, damage, injury or death. Licensee will control any such litigation or

proceeding in relation to a Claim provided that any settlement intended to bind Licensor will not be final without Licensor's prior written approval which may not unreasonably be withheld or delayed. Licensee further will provide formal acceptance in writing to Licensor of any tender of a Claim requiring indemnification pursuant to this Section 13.2 within three (3) days of receipt. In addition, Licensee will provide Licensor with regular updates of the progress of any such Claims through its resolution and will handle all such Claims professionally and in a manner which does not tarnish the Licensed Trademarks or negatively affect Licensor.

(a) Within thirty (30) days of Licensee's first distribution of any Licensed Products in the United States, Licensee shall register as a business on the Consumer Products Safety Commission's (CPSC) Saferproducts.org website, so Licensee will receive consumer complaints about the Licensed Products in a timely manner and shall be able to correct or help correct product origin issues that affect Licensor. Licensee shall cooperate with Licensor with respect to any corrections necessary to identify Licensee as the manufacturer of record for the Licensed Products and to assist Licensor in any other reasonably way to correct other inaccuracies related to the origin of the Licensed Products. Licensee shall provide Licensor with written notice confirming its registration on the Saferproducts.org website within ten (10) days of obtaining such registration.

(b) In the event that the CPSC or any other state or federal governmental organization issues a claim, report or submission in any form related to the Licensed Products, Licensee shall use its best efforts to address the claims in such report as soon as reasonably practicable, including making certain with the CPSC (or other governmental organization) that Licensee, and not Licensor, is responsible for the manufacture of such products and that Licensor should not be listed as the responsible party for such products in any finding or database. If the issues raised in such report are not satisfactorily addressed to the mutual reasonable satisfaction of both Parties (including removal of any association of Licensor as the party responsible for the manufacture of such products) within sixty (60) days receipt of notice of such report, then Licensee shall pay Licensor five thousand U.S. dollars ($5,000) upon demand and shall thereafter pay Licensor five thousand U.S. dollars ($5,000) every thirty (30) days thereafter until such issues have been satisfactorily addressed to the mutual reasonable satisfaction of both Parties. The payments required in this Section 13.2(b) represent fair compensation to Licensor for the anticipated likely loss to be suffered by Licensor to its goodwill in the event of such a situation arising.

Section 13.3 Insurance. In addition to the foregoing indemnification as set forth in Section 13.2, during the Term and for a period of three (3) years after the end of the Term, Licensee shall maintain, comprehensive general liability, product liability and advertising liability insurance in an amount no less than five million U.S. dollars ($5,000,000) combined single limit, with a deductible amount not to exceed ten thousand U.S. dollars ($10,000), for each single occurrence for bodily injury and/or for property damage (provided, that Licensee's maintenance of such insurance policies in amounts not less than the amounts of such insurance policies maintained by Licensee as of the Effective Date shall be deemed to be compliant with this Section 13.3). In addition:

(a) Licensee shall have Licensor, Honeywell International Inc., its partners, partnerships, joint ventures, parents, subsidiaries, and affiliated companies and their respective employees, officers and agents named as additional insured parties therein in its insurance policies, except worker's compensation insurance.

(b) Prior to commencing sale or use of Licensed Products and within thirty (30) days of execution of this Agreement and any subsequent renewals Licensee shall furnish written certificates from insurance carriers to Licensor, establishing that said insurance has been procured and is being properly maintained and that the premiums therefore are paid, and specifying the names of the insurers and the respective policy numbers and expiration dates.

(c) Licensor may examine true and actual copies of the policies. Insurance carriers providing coverage are to be AM Best "A" rated. In the event that any carrier should be downgraded to a lesser Best rating during the period of the requisite insurance coverage, Licensee shall immediately replace such coverage with a carrier with an "A" rating.

(d) Each policy shall provide that thirty (30) days prior written notice shall be given to Licensor in the event of cancellation or material change of insurance coverage or endorsements required hereunder.

(e) In absolutely no event shall Licensee market or sell Licensed Products without a valid and current certificate of insurance acceptable to Licensor.

Section 13.4 Post-Term Treatment. The obligations required in this Article XIII shall survive the end of the Term.

ARTICLE XIV
ASSIGNMENT

Section 14.1 Assignment by Licensee. The rights granted to the Licensee pursuant to this Agreement are personal to Licensee and may not be assigned or sublicensed, by operation of law or otherwise, nor may Licensee delegate its obligations hereunder without the written consent of Licensor. Licensee may not assign any interest it has in Licensed Products, proceeds from the sale of Licensed Products or any rights granted to it herein to a secured lender or as part of a security interest.

Section 14.2 Assignment by Licensor. Licensor may assign its rights and obligations in this Agreement, in whole or in part without restriction; provided, that any such assignment will recognize the validity of, and be subject to, this Agreement and the rights granted herein to Licensee.

ARTICLE XV
UNDERSTANDINGS IN THE EVENT OF BANKRUPTCY

Section 15.1 Bankruptcy. In the event that Licensee seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against Licensee, during the Term, Licensee acknowledges and agrees that:

(a) For purposes of 11 U.S.C. Section 365(c)(1) and Sections 365(e)(2)(A)(i) and 365(e)(2)(A)(ii), the term "applicable law" is federal trademark law - i.e., the Lanham Act (15 U.S.C. Section 1051 et seq.), and Licensee's right to use the Licensed Trademarks is personal to the Licensee and is non-assumable or assignable without Licensor's consent;

(b) Notwithstanding anything set forth herein to the contrary, Licensor does not consent to Licensee's continued use of the Licensed Trademarks, Licensee's exercise of any rights provided in this Agreement or Licensee's assignment and/or assumption of the Agreement;

(c) Licensee will not oppose any motion by Licensor for relief from the automatic stay of 11 U.S.C. Section 362(a) so that Licensor may terminate this Agreement, for cause; it is further agreed and acknowledged that "cause" includes Licensee's inability to assume and/or assign the Agreement; and

(d) Licensee will not oppose any motion, including on shortened notice, by Licensor to compel rejection of this Agreement under 11 U.S.C. Section 365(d).

ARTICLE XVI
CONFIDENTIALITY

Section 16.1 Confidential Information. As used herein, "**Confidential Information**" means any confidential and proprietary information of a Party or Third Party, regardless of form, which such Party considers to be confidential and proprietary, including information that: (a) if disclosed in writing, is labeled as "confidential" or "proprietary"; (b) if disclosed orally, is designated confidential at disclosure; (c) by nature or the circumstances of its disclosure, should reasonably be considered as confidential; or (d) constitutes information or data related to the Licensed Trademarks, Licensed Products or this Agreement, including Know-How, trade secrets, algorithms, source code, product/service specifications, prototypes, product roadmaps, Software, product pricing, marketing plans, financial data, personnel statistics, methods of manufacturing and processing, techniques, research, development, inventions (whether or not patentable and whether or not reduced to practice), data, ideas, concepts, drawings, designs and schematics. Notwithstanding the foregoing, the term "Confidential Information" shall not include information which: (i) rightfully becomes publicly available other than by a breach of a duty to the Disclosing Party or violation of Law; (ii) is rightfully received by the Receiving Party from a Third Party without any obligation of confidentiality; (iii) as evidenced by the Receiving Party's written records, is rightfully known to the Receiving Party without any limitation on use or disclosure prior to its receipt from the Disclosing Party; or (iv) is independently developed by or on behalf of the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party as shown by competent evidence.

Section 16.2 Confidentiality Obligations. Each Party and its Affiliates that receives, obtains or otherwise become aware of under or in connection with this Agreement (the "**Receiving Party**") any Confidential Information of the other Party or its Affiliates (the "**Disclosing Party**"), respectively, agrees to (a) keep the Disclosing Party's Confidential Information confidential, (b) use the Disclosing Party's Confidential Information only as necessary to perform its obligations, exercise its rights under this Agreement or otherwise in connection with a Dispute, (c) use a reasonable degree of care in keeping the Disclosing Party's Confidential Information confidential, and (d) limit access to the Disclosing Party's Confidential Information to its personnel, Affiliates, assignees, contractors, subcontractors, Sublicensees, authorized representatives and advisors (including any financial, tax, legal and technical advisors), in each case, who have a need to access or know such Confidential Information for the purpose of performing its obligations and exercising its rights under this Agreement and who have been

apprised of these confidentiality obligations, and with respect to any such Third Party, have agreed to protect the confidentiality of such Confidential Information in a manner consistent with the Receiving Party's obligations hereunder (and, for clarity, the Receiving Party shall remain responsible to the Disclosing Party for the compliance with such confidentiality obligations of its personnel, Affiliates and such Third Parties who receive such Confidential Information). Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to grant to the Receiving Party any rights in or to any Confidential Information of the Disclosing Party.

Section 16.3 Disclosure Required by Law. In the event that the Receiving Party is requested or required by Law (including subpoena or court order) to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall, to the extent legally permissible, provide prompt written notice to the Disclosing Party of such request or requirement, so that the Disclosing Party will have a reasonable opportunity to seek confidential treatment of such Confidential Information prior to its disclosure (whether through protective orders or otherwise) and, upon request, the Receiving Party shall reasonably cooperate with the Disclosing Party in seeking confidential treatment of such Confidential Information or other appropriate relief from such Law. If, in the absence of a protective order, other confidential treatment or waiver under this Agreement, the Receiving Party is advised by its legal counsel that it is legally required to disclose such Confidential Information, the Receiving Party may disclose such Confidential Information without liability under this Article XVI; provided, that the Receiving Party exercises commercially reasonable efforts to obtain reliable assurances that confidential treatment will be afforded any such Confidential Information prior to its disclosure and discloses only the minimum amount of such Confidential Information necessary to comply with such Law. Similarly, with respect to any disclosure of Confidential Information in connection with a Dispute, the Receiving Party shall exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment will be afforded any Confidential Information of the Disclosing Party prior to its disclosure.

Section 16.4 Disclosure in Connection with Due Diligence. The terms of this Agreement shall be the Confidential Information of both Parties. A Party may provide this Agreement to any Third Party, subject to confidentiality obligations no less restrictive than those set forth in this Article XVI, if required to do so in connection with any diligence for any actual or potential bona fide business transaction with such Third Party related to the subject matter of this Agreement (including an acquisition, divestiture, merger, consolidation, asset sale, financing or public offering).

ARTICLE XVII
MISCELLANEOUS

Section 17.1 Dispute Resolution. The dispute resolution procedures set forth in Article VIII of the Separation Agreement shall apply and are hereby incorporated herein by reference, *mutatis mutandis*.

Section 17.2 Complete Agreement; Construction. This Agreement, including the Attachments hereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Attachment hereto, the Attachment shall prevail. In the event and to the extent that there shall

be a conflict between the provisions of this Agreement and the Separation Agreement, this Agreement shall control.

Section 17.3 Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 17.4 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 17.4 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 17.4 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party to the address set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 17.4):

The record address of Licensor for this purpose is:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202
Attention: General Counsel – Legal Operations & Licensing
Email: [***]

with copies (which shall not constitute notice) to:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202
Attention: Trademark Counsel
Email: [***]
and
Attention: Su Ping Lu, Senior Vice President, General Counsel and Corporate Secretary
Email: [***]

and

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Allison R. Schneirov, Esq.

Alexandra J. McCormack, Esq.
Kyle J. Hatton, Esq.
Lauren S. Kramer, Esq.

Email: [***]
[***]
[***]
[***]

The record address for Licensee for this purpose is:

Solstice Advanced Materials Inc.
115 Tabor Road
Morris Plains, NJ 07950
Attention: Brian Rudick, General Counsel
Email: [***]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Attention: Allison R. Schneirov, Esq.
Alexandra J. McCormack, Esq.
Kyle J. Hatton, Esq.
Lauren S. Kramer, Esq.
Email: [***]
[***]
[***]
[***]

Section 17.5 Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

Section 17.6 Amendments. This Agreement may not be modified or amended except by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties.

Section 17.7 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 17.8 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement.

Section 17.9 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party after the Effective Date.

Section 17.10 Third Party Beneficiaries. This Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement.

Section 17.11 Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 17.12 Governing Law. This Agreement, including all matters of construction, validity, interpretation, performance and enforceability, and any dispute arising directly or indirectly out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 17.13 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 17.14 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

ARTICLE XVIII
PRESS RELEASES

Section 18.1 Press Releases. Neither Party will make any public statement or other announcement (including issuing a press release) relating to the terms or existence of this

Agreement or the relationship between the Parties, including the termination of this Agreement, without the prior written approval of the other Party. Any joint announcement or press release shall be issued only after both Parties agree in writing to the timing and wording of the announcement or press release.

ARTICLE XIX
NO RIGHT OF SET-OFF

Section 19.1 No Set-Off. Licensee shall have no right to set off any moneys owed to Licensee by Licensor against any moneys owed by Licensee to Licensor hereunder.

ARTICLE XX
NO PARTNERSHIP

Section 20.1 Relationship of the Parties. Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership nor shall Licensee be deemed to be acting in an agent for Licensor.

Section 20.2 No Agents. This Agreement further does not create any right to an exclusive commercial agent relationship with respect to the Licensed Trademarks nor any right to appoint an exclusive commercial agent with respect to the Licensed Trademarks in any country or territory in the world, including within the Territory.

* * * * *

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective representatives thereunto duly authorized.

HONEYWELL INTERNATIONAL INC.

Signature:	/s/ Jake Wasserman
Name:	Jake Wasserman
Title:	Vice President & General Counsel, Mergers and Acquisitions

SOLSTICE ADVANCED MATERIALS INC.

Signature:	/s/ David Sewell
Name:	David Sewell
Title:	President & Chief Executive Officer

ACCELERATOR LICENSE AGREEMENT

BY AND BETWEEN

HONEYWELL INTERNATIONAL INC.

AND

SOLSTICE ADVANCED MATERIALS INC.

DATED AS OF OCTOBER 30, 2025

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EXHIBITS

Exhibit A Specified Accelerator Components

ACCELERATOR LICENSE AGREEMENT

This ACCELERATOR LICENSE AGREEMENT (this "**Agreement**"), dated as of October 30, 2025 (the "**Effective Date**"), is entered into by and between Honeywell International Inc., a Delaware corporation ("**Honeywell**") and Solstice Advanced Materials Inc. (f/k/a Solstice Advanced Materials, LLC), a Delaware corporation ("**SpinCo**") (together with Honeywell, the "**Parties**," and each individually, a "**Party**").

RECITALS

WHEREAS, the Parties, among others, entered into that certain Separation and Distribution Agreement dated as of October 30, 2025 (as amended, modified or supplemented, and together with all exhibits and schedules thereto, the "**Separation Agreement**");

WHEREAS, Section 3.5 of the Separation Agreement contemplates that Honeywell and SpinCo will execute this Agreement, and this Agreement is being entered into by the Parties to satisfy the requirements described therein;

WHEREAS, Honeywell owns or has the right to use Accelerator, which is used in the SpinCo Business and in the other businesses of Honeywell as of the Effective Date;

WHEREAS, Accelerator includes (without limitation) certain trade secrets, know-how and other Intellectual Property of Honeywell and its Affiliates; and

WHEREAS, SpinCo desires to obtain a license to use Accelerator for its own business purposes on the terms set forth herein.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Separation Agreement. As used in this Agreement, the following terms have the respective meanings set forth below.

(a) "**Accelerator**" means Honeywell's and its Affiliates' "Accelerator" operating system to the extent used by the SpinCo Business as of the Effective Date, which is a global design model and operating system that contains a set of proprietary tools, processes, methodologies, practices, software and related training materials developed by or for and owned by Honeywell and its Affiliates that are designed to continuously improve business management and performance in the critical areas of products, projects, aftermarket services and standalone software, including as set forth on **Exhibit A**.

(b) "**Affiliate**" means, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control"

(including the terms "controlled by" and "under common control with"), when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that no Party or member of either Group shall be deemed to be an Affiliate of the other Party or member of such other Party's Group solely by reason of having one or more directors in common or by reason of having been under common control of Honeywell or Honeywell's stockholders prior to, or in case of SpinCo's stockholders, after the Effective Time.

(c) "**SpinCo Field**" means the conduct of (i) the SpinCo Business as conducted as of the Effective Date and natural evolutions thereof, and (ii) any business that is acquired by SpinCo after the Effective Date (whether by merger, acquisition, consolidation or other similar transaction).

(d) "**Third Party**" means any Person other than Honeywell, SpinCo and their respective Affiliates.

Section 1.2 References; Interpretation. For the purposes of this Agreement, (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, clause, Exhibit and Schedule are references to the Articles, Sections, paragraphs, clauses, Exhibits and Schedules to this Agreement unless otherwise specified; (c) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement, including the Schedules and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive (unless the context indicates otherwise); (g) references to "written" or "in writing" include in electronic form; (h) the Parties have each participated in the negotiation and drafting of this Agreement, and except as otherwise stated herein, if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (i) a reference to any Person includes such Person's successors and permitted assigns; (j) any reference to "days" means calendar days unless Business Days are expressly specified; (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (l) any statute or Contract defined or referred to herein means such statute or Contract as from time to time amended, modified or supplemented, unless otherwise specifically indicated; (m) the use of the phrases "the date of this Agreement", "the date hereof", "of even date herewith" and terms of similar import shall be deemed to refer to the date set forth in the preamble to this Agreement; (n) the phrase "ordinary course of business" shall be deemed to be followed by the words "consistent with past practice" whether or not such words actually follow such phrase; (o) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; and (p) any consent given by any party hereto pursuant to this Agreement shall be valid only if contained in a written instrument signed by such Party. Unless the context requires otherwise, references in this Agreement to "SpinCo" shall also be deemed to refer to the applicable

member of the SpinCo Group, references to "RemainCo" or "Honeywell" shall also be deemed to refer to the applicable member of the RemainCo Group and, in connection therewith, any references to actions or omissions to be taken, or refrained from being taken, as the case may be, by SpinCo or Honeywell shall be deemed to require SpinCo or Honeywell, as the case may be, to cause the applicable members of the SpinCo Group or the RemainCo Group, respectively, to take, or refrain from taking, any such action.

ARTICLE II
LICENSE GRANT

Section 2.1 License to SpinCo. Subject to the terms and conditions of this Agreement, Honeywell hereby grants to SpinCo a worldwide, non-exclusive, non-transferable (except in accordance with Section 8.7), perpetual license to use, modify, enhance and improve Accelerator for any and all uses solely in the SpinCo Field. The foregoing license shall be sublicensable solely (a) to SpinCo's Affiliates (for clarity, for only so long as each such Person remains an Affiliate of SpinCo), and (b) to Third Parties in the ordinary course of business, to the extent solely for the benefit of SpinCo or its Affiliates (and not for the independent use of such licenses and rights by or for the benefit of such Third Party) and subject to appropriate confidentiality and non-use obligations.

ARTICLE III
INTELLECTUAL PROPERTY RIGHTS

Section 3.1 Honeywell Ownership. The Parties acknowledge and agree that, as between the Parties, Honeywell is the owner of all right, title and interest in any and all Intellectual Property rights in Accelerator. Honeywell shall retain the entire right, title and interest in and to Accelerator and any improvements, enhancements and modifications thereof made by or on behalf of Honeywell or its Affiliates, and all Intellectual Property rights therein. For the avoidance of doubt, Honeywell shall have the sole right to defend and enforce any and all Intellectual Property rights covering Accelerator and such improvements, enhancements and modifications.

Section 3.2 SpinCo Ownership. SpinCo shall retain the entire right, title and interest in and to any improvements, enhancements and modifications to Accelerator made by or on behalf of SpinCo or its Affiliates after the Effective Date, and all Intellectual Property rights therein. For the avoidance of doubt, SpinCo shall have the sole right to defend and enforce any and all Intellectual Property rights covering any such improvements, enhancements and modifications.

ARTICLE IV
ACCELERATOR CONFIDENTIAL INFORMATION

Section 4.1 Confidential Information. As used herein, "**Confidential Information**" means any confidential and proprietary information of a Party or Third Party, regardless of form, which such Party considers to be confidential and proprietary, including information that: (a) if disclosed in writing, is labeled as "confidential" or "proprietary"; (b) if disclosed orally, is designated confidential at disclosure; (c) by nature or the circumstances of its disclosure, should reasonably be considered as confidential; or (d) constitutes information or data related to Accelerator, including Know-How, trade secrets, algorithms, source code, product/service specifications,

prototypes, product roadmaps, Software, product pricing, marketing plans, financial data, personnel statistics, methods of manufacturing and processing, techniques, research, development, inventions (whether or not patentable and whether or not reduced to practice), data, ideas, concepts, drawings, designs and schematics. Notwithstanding the foregoing, the term "Confidential Information" shall not include information which: (i) rightfully becomes publicly available other than by a breach of a duty to the Disclosing Party or violation of Law; (ii) is rightfully received by the Receiving Party from a Third Party without any obligation of confidentiality; (iii) as evidenced by the Receiving Party's written records, is rightfully known to the Receiving Party without any limitation on use or disclosure prior to its receipt from the Disclosing Party; or (iv) is independently developed by or on behalf of the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party as shown by competent evidence.

Section 4.2 Confidentiality Obligations. Each Party and its Affiliates that receives, obtains or otherwise become aware of under or in connection with this Agreement (the "Receiving Party") any Confidential Information of the other Party or its Affiliates (the "Disclosing Party"), respectively, agrees to (a) keep the Disclosing Party's Confidential Information confidential, (b) use the Disclosing Party's Confidential Information only as necessary to perform its obligations, exercise its rights under this Agreement or otherwise in connection with a Dispute, (c) use a reasonable degree of care in keeping the Disclosing Party's Confidential Information confidential, and (d) limit access to the Disclosing Party's Confidential Information to its personnel, Affiliates, assignees, contractors, subcontractors, sublicensees, authorized representatives and advisors (including any financial, tax, legal and technical advisors), in each case, who have a need to access or know such Confidential Information for the purpose of performing its obligations and exercising its rights under this Agreement and who have been apprised of these confidentiality obligations, and with respect to any such Third Party, have agreed to protect the confidentiality of such Confidential Information in a manner consistent with the Receiving Party's obligations hereunder (and, for clarity, the Receiving Party shall remain responsible to the Disclosing Party for the compliance with such confidentiality obligations of its personnel, Affiliates and such Third Parties who receive such Confidential Information). Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to grant to the Receiving Party any rights in or to any Confidential Information of the Disclosing Party.

Section 4.3 Disclosure Required By Law. In the event that the Receiving Party is requested or required by Law (including subpoena or court order) to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall, to the extent legally permissible, provide prompt written notice to the Disclosing Party of such request or requirement, so that the Disclosing Party will have a reasonable opportunity to seek confidential treatment of such Confidential Information prior to its disclosure (whether through protective orders or otherwise) and, upon request, the Receiving Party shall reasonably cooperate with the Disclosing Party in seeking confidential treatment of such Confidential Information or other appropriate relief from such Law. If, in the absence of a protective order, other confidential treatment or waiver under this Agreement, the Receiving Party is advised by its legal counsel that it is legally required to disclose such Confidential Information, the Receiving Party may disclose such Confidential Information without liability under this Article IV; provided, that the Receiving Party exercises commercially reasonable efforts to obtain reliable assurances that confidential treatment will be afforded any such Confidential Information prior to its disclosure and discloses only the minimum amount of such Confidential Information necessary to comply with such Law. Similarly, with respect to any

disclosure of Confidential Information in connection with a Dispute, the Receiving Party shall exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment will be afforded any Confidential Information of the Disclosing Party prior to its disclosure.

Section 4.4 Disclosure in Connection with Due Diligence. The terms of this Agreement shall be the Confidential Information of both Parties. A Party may provide this Agreement to any Third Party, subject to confidentiality obligations no less restrictive than those set forth in this Article IV, if required to do so in connection with any diligence for any actual or potential bona fide business transaction with such Third Party related to the subject matter of this Agreement (including an acquisition, divestiture, merger, consolidation, asset sale, financing or public offering).

ARTICLE V
COMPENSATION

Section 5.1 Compensation. The Parties agree that in light of the substantial contributions of SpinCo and its Affiliates to the development of Accelerator, no further consideration is payable by SpinCo for the Accelerator license set forth in Section 2.1.

ARTICLE VI
TERMINATION

Section 6.1 Term. This Agreement shall become effective as of the Effective Date and, unless sooner terminated in accordance with this Article VI, remain in full force and effect in perpetuity.

Section 6.2 Termination for Breach. Honeywell shall be entitled to terminate this Agreement upon twenty (20) days' prior written notice to SpinCo in the event of a material breach of this Agreement by SpinCo or any member of the SpinCo Group that is not cured within such twenty (20)-day period; provided, that such twenty (20)-day period shall be extended for up to twenty (20) additional days in the event and to the extent that SpinCo is diligently and in good faith pursuing cure of such material breach. Upon termination of this Agreement, SpinCo and each member of the SpinCo Group shall cease any and all use of Accelerator.

Section 6.3 Use of the Honeywell Accelerator Name. Within six (6) months following the Effective Date, SpinCo and each of its Affiliates shall cease using the name "Honeywell Accelerator" or any term similar thereto to describe the rights licensed hereunder or for any other purpose. Promptly following the Effective Date (and in any event, no later than the end of such six (6)-month period), SpinCo shall, and shall cause its Affiliates to, destroy, remove, strike over, cover over or otherwise eliminate all references to "Honeywell Accelerator" from all materials (whether written, electronic or otherwise) displaying "Honeywell Accelerator" or any term similar thereto.

Section 6.4 Survival of Obligations; Return of Confidential Information. Notwithstanding any termination of this Agreement, the obligations of the Parties under Articles III, IV, VII and VIII as well as Sections 6.3 and this 6.4, shall survive and continue to be enforceable. Upon any termination of this Agreement, SpinCo shall promptly (and in any event within thirty (30) days) return to Honeywell or destroy (at Honeywell's option) all written Accelerator Confidential Information of Honeywell, and all copies thereof, then in SpinCo's possession.

ARTICLE VII
WARRANTIES AND COMPLIANCE

Section 7.1 Disclaimer of Warranties. The Parties acknowledge and agree that (a) Accelerator is provided as-is, (b) each Party assumes all risks and Liabilities arising from or relating to its use of and reliance upon Accelerator, and (c) each Party makes no representation or warranty with respect thereto. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING ACCELERATOR, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, MISAPPROPRIATION, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 7.2 Compliance with Laws and Regulations. Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Agreement. FOR THE AVOIDANCE OF DOUBT AND NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EACH PARTY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED OBLIGATION OR WARRANTY WITH RESPECT TO ANY INTELLECTUAL PROPERTY, TECHNOLOGY OR SERVICES THAT COULD BE CONSTRUED TO REQUIRE SUCH PARTY TO DELIVER ANY INTELLECTUAL PROPERTY, TECHNOLOGY OR SERVICES HEREUNDER IN SUCH A MANNER TO ALLOW THE RECEIVING PARTY THEREOF OR ITS AFFILIATES TO ITSELF COMPLY WITH ANY LAW APPLICABLE TO THE ACTIONS OR FUNCTIONS OF SUCH RECEIVING PARTY (OR ITS AFFILIATES).

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Dispute Resolution. The dispute resolution procedures set forth in Article VIII of the Separation Agreement shall apply and are hereby incorporated herein by reference, *mutatis mutandis*.

Section 8.2 Complete Agreement; Construction. This Agreement, including the Exhibits hereto, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, course of dealings and writings with respect to such subject matter. In the event of any inconsistency between this Agreement and any Exhibit or Schedule hereto, the Exhibit or Schedule shall prevail. In the event and to the extent that there shall be a conflict between the provisions of this Agreement and the Separation Agreement, this Agreement shall control.

Section 8.3 Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in more than one counterpart, all of which shall be considered one and the same agreement, each of which when executed shall be deemed to be an original, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

Section 8.4 Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed to have been properly delivered, given and

received, (a) on the date of transmission if sent via email (provided, however, that notice given by email shall not be effective unless either (i) a duplicate copy of such email notice is promptly given by one of the other methods described in this Section 8.4 or (ii) the receiving party delivers a written confirmation of receipt of such notice either by email or any other method described in this Section 8.4 (excluding "out of office" or other automated replies)), (b) when delivered, if delivered personally to the intended recipient, and (c) one (1) Business Day later, if sent by overnight delivery via a national courier service (providing proof of delivery), and in each case, addressed to a Party at the address for such Party set forth on a schedule to be delivered by each Party to the address set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.4):

If to Honeywell:

Honeywell International Inc.
855 S. Mint Street
Charlotte, NC 28202

Attention:	Su Ping Lu, Senior Vice President, General Counsel and Corporate Secretary
Email:	[***]

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

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001

Attention:	Allison R. Schneirov, Esq. Alexandra J. McCormack, Esq. Kyle J. Hatton, Esq. Lauren S. Kramer, Esq.
Email:	[***] [***] [***] [***]

To SpinCo:

Solstice Advanced Materials Inc.
115 Tabor Road
Morris Plains, NJ 07950

Attention:	Brian Rudick, General Counsel
Email:	[***]

with a copy (which shall not constitute notice) to:
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001

Attention:	Allison R. Schneirov, Esq.
	Alexandra J. McCormack, Esq.
	Kyle J. Hatton, Esq.
	Lauren S. Kramer, Esq.
Email:	[***]
	[***]
	[***]
	[***]

Section 8.5 Waivers. Any provision of this Agreement may be waived, if and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure to exercise and no delay in exercising, on the part of any Party, any right, remedy, power or privilege hereunder shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. Any consent required or permitted to be given by any Party to the other Party under this Agreement shall be in writing and signed by the Party giving such consent and shall be effective only against such Party (and the members of its Group).

Section 8.6 Amendments. This Agreement may not be modified or amended except by an agreement in writing specifically designated as an amendment hereto signed by each of the Parties.

Section 8.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned or transferred, in whole or in part, by operation of Law or otherwise, by either of the Parties without the prior written consent of the other Party (which consent may be granted or withheld in such other Party's sole discretion); provided, that such first Party may assign or transfer, in whole or in part, by operation of Law or otherwise, without the prior written consent of the other Party, this Agreement or any of the rights, interests or obligations under this Agreement to (a) one or more of its Affiliates and (b) the successor to all or a portion of the business or assets to which this Agreement relates; provided, further, that (i) the assigning or transferring Party shall promptly notify the non-assigning or non-transferring Party in writing of any assignments or transfers it makes under the foregoing clause (b) and (ii) in either case of the foregoing clauses (a) or (b), the party to whom this Agreement is assigned or transferred shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto with respect to all or such portion of this Agreement so assigned or transferred. Any purported assignment in violation of this Section 8.7 shall be void *ab initio*. No assignment or transfer shall relieve the assigning or transferring Party of any of its obligations under this Agreement that accrued prior to such assignment or transfer unless agreed to by the non-assigning or non-transferring Party.

Section 8.8 Successors and Assigns. The provisions of this Agreement and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

Section 8.9 No Circumvention. The Parties agree not to directly or indirectly take any actions, act in concert with any Person who takes an action, or cause or allow any member of any such Party's Group to take any actions (including the failure to take a reasonable action) such that the resulting effect is to materially undermine the effectiveness of any of the provisions of this Agreement.

Section 8.10 Subsidiaries. Each of the Parties shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary of such Party or by any entity that becomes a Subsidiary of such Party at and after the Effective Date.

Section 8.11 Third-Party Beneficiaries. This Agreement is solely for the benefit of, and is only enforceable by, the Parties and their permitted successors and assigns and should not be deemed to confer upon third parties any remedy, benefit, claim, liability, reimbursement, claim of Action or other right of any nature whatsoever, including any rights of employment for any specified period, in excess of those existing without reference to this Agreement.

Section 8.12 Titles and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

Section 8.13 Exhibits and Schedules. The Exhibits and Schedules shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

Section 8.14 Governing Law. This Agreement, including all matters of construction, validity, interpretation, performance and enforceability, and any dispute arising directly or indirectly out of, in connection with or relating to this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

Section 8.15 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term, provision, covenant or restriction is invalid, illegal, void or unenforceable, the Parties shall negotiate in good faith to modify to the fullest extent permitted by applicable Law this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 8.16 No Duplication; No Double Recovery. Nothing in this Agreement is intended to confer to or impose upon any Party a duplicative right, entitlement, obligation or recovery with respect to any matter arising out of the same facts and circumstances.

Section 8.17 Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by Honeywell are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the United States Bankruptcy Code regardless of the form or type of intellectual property under or to which such rights and licenses are granted and regardless of whether the intellectual property is registered in or otherwise recognized by or applicable to the United States of America or any other country or jurisdiction. The Parties agree that each Licensee will retain and may fully exercise all of their rights and elections under the United States Bankruptcy Code.

* * * * *

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

HONEYWELL INTERNATIONAL INC.

Signature: /s/ Jake Wasserman

Name: Jake Wasserman

Title: Vice President & General Counsel, Mergers and Acquisitions

SOLSTICE ADVANCED MATERIALS INC.

Signature: /s/ David Sewell

Name: David Sewell

Title: President & Chief Executive Officer

CREDIT AGREEMENT

dated as of

October 29, 2025

among

SOLSTICE ADVANCED MATERIALS INC.,
as Borrower,

The Lenders and Issuing Banks Party Hereto,

and

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

JPMORGAN CHASE BANK, N.A.,
GOLDMAN SACHS BANK USA,
BOFA SECURITIES, INC.,
BARCLAYS BANK PLC,
CITIGROUP GLOBAL MARKETS INC.,
DEUTSCHE BANK SECURITIES INC.,
MORGAN STANLEY SENIOR FUNDING, INC.,
RBC CAPITAL MARKETS, LLC
and
WELLS FARGO SECURITIES, LLC,
as Joint Lead Arrangers, Joint Bookrunners and Syndication Agents

BBVA SECURITIES INC.,
BNP PARIBAS SECURITIES CORP.,
HSBC SECURITIES (USA) INC.,
SUMITOMO MITSUI BANKING CORPORATION,
SOCIÉTÉ GÉNÉRALE,
TD SECURITIES (USA) LLC
and
UNICREDIT BANK GMBH, NEW YORK BRANCH,
as Joint Lead Arrangers and Documentation Agents

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Exhibit M — Form of Borrowing Request
Exhibit N — Form of Additional Letter of Credit Facility Designation

CREDIT AGREEMENT dated as of October 29, 2025 (this "Agreement"), among SOLSTICE ADVANCED MATERIALS INC., a Delaware corporation (the "Borrower"), the LENDERS and ISSUING BANKS party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

The Lenders are willing to extend such credit to the Borrower, and the Issuing Banks are willing to issue Letters of Credit for the account of the Borrower, on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE I

Definitions

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

"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.

"Accelerator License Agreement" means the Accelerator License Agreement, dated as of October 30, 2025, by and between Honeywell and the Borrower.

"Acceptable Intercreditor Agreement" means a customary intercreditor agreement in form and substance reasonably satisfactory to the Administrative Agent and the Borrower; provided that if an intercreditor agreement shall be posted to the Lenders not less than five (5) Business Days before execution thereof and, if the Required Lenders shall not have objected to the terms of such intercreditor agreement within five (5) Business Days after such posting, then the Required Lenders shall be deemed (x) to have agreed that the Administrative Agent's entry into such intercreditor agreement is reasonable and to have consented to such intercreditor agreement and to the Administrative Agent's execution thereof and (y) to have directed the Administrative Agent to execute such agreement.

"Additional Lender" has the meaning assigned to such term in Section 2.21(c).

"Additional Letter of Credit Facility" means a letter of credit facility established by one or more Loan Parties to obtain letters of credit, bank guarantees or bankers' acceptances; *provided* that such Additional Letter of Credit Facility (i) shall not have obligors other than the Borrower and the other Loan Parties, (ii) shall not be secured by any property or assets of the Borrower or any Subsidiary other than the Collateral (provided that, for the avoidance of doubt, such facility may have customary cash collateralization provisions) and (iii) to the extent secured by the Collateral, (x) shall be secured solely by Liens granted to the Administrative Agent under the Loan Documents (provided that, for the avoidance of doubt, such facility may have customary cash collateralization provisions) and may be subject to an Acceptable Intercreditor Agreement, to the extent requested by the Borrower and the applicable Additional Letter of Credit Issuer or (y) shall be secured by Liens on the Collateral on a pari passu or junior basis with the Liens securing the Obligations and shall be subject to an Acceptable Intercreditor Agreement.

"Additional Letter of Credit Issuer" means, with respect to any Additional Letter of Credit Facility, the lender or financial institution that has made such Additional Letter of Credit Facility available.

"Adjusted Daily Simple SOFR" means, an interest rate per annum equal to Daily Simple SOFR; provided that if the Adjusted Daily Simple SOFR as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted Term SOFR Rate" means, for purposes of any calculation, the rate per annum equal to Term SOFR Rate for such Interest Period; provided that if the Adjusted Term SOFR Rate as so determined shall ever be less than the Floor, then the Adjusted Term SOFR Rate shall be deemed to be the Floor.

"Administrative Agent" means JPMCB (including its branches and affiliates), in its capacity as administrative agent and collateral agent hereunder and under the other Loan Documents, and its successors in such capacity as provided in Article VIII.

"Administrative Questionnaire" means an administrative questionnaire in a form supplied by the Administrative Agent.

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

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly, Controls or is Controlled by or is under common Control with the Person specified.

"Affiliated Lender Assignment and Assumption" means an assignment and assumption entered into by a Lender and a Purchasing Borrower Party (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit H or any other form approved by the Administrative Agent.

"Aggregate Revolving Commitment" means, at any time, the sum of the Revolving Commitments of all the Revolving Lenders at such time.

"Aggregate Revolving Exposure" means, at any time, the sum of the Revolving Exposures of all the Revolving Lenders at such time.

"Agreed Currency" means dollars and each Permitted Foreign Currency.

"Agreement" has the meaning assigned to such term in the introductory statement to this Agreement.

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

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two (2) U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1%; provided that for the purpose of this definition, the Adjusted Term SOFR

Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.14(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than the Floor, such rate shall be deemed to be the Floor for purposes of this Agreement.

"Alternative Incremental Facility Debt" means any Indebtedness incurred by the Borrower in the form of one or more series of senior secured notes, bonds or debentures and/or term loans secured on a pari passu basis with or junior basis to the Loans or senior unsecured notes or senior subordinated notes or any bridge facility; provided that (i) if such Indebtedness is secured, such Indebtedness shall be secured by the Collateral on a pari passu or junior basis with the Loan Document Obligations and is not secured by any property or assets of any member of the Restricted Group other than the Collateral, (ii) such Indebtedness does not mature or have scheduled amortization or payments of principal prior to the Latest Maturity Date (or in the case of Indebtedness secured on a junior basis to the Loan Document Obligations or unsecured Indebtedness, the date that is 90 days after the Latest Maturity Date) at the time such Indebtedness is incurred (except, in each case, upon the occurrence of an event of default, a change in control, an event of loss or an asset disposition or in the case of Indebtedness secured by the Collateral on a pari passu basis with the Liens securing the Obligations, de minimis amortization not in excess of 1.00% per annum); provided that the requirements set forth in this clause (ii) shall not apply to any Indebtedness (x) consisting of a customary bridge facility so long as such bridge facility, subject to customary conditions, would either automatically be converted into or required to be exchanged for permanent refinancing that does not mature earlier than the Latest Maturity Date or (y) incurred in reliance on the Inside Maturity Exception, (iii) the mandatory prepayment provisions of any such Indebtedness shall not be more favorable to the applicable lenders or creditors than those of the Term Loans unless (x) the Lenders of the Term Loans also receive the benefit of such more favorable terms or (y) such provisions apply after the Latest Maturity Date at the time and (iv) such Indebtedness is not guaranteed by any Subsidiaries other than the Loan Parties.

"Ancillary Document" has the meaning given to such term in Section 9.06(b).

"Anti-Corruption Laws" means all laws, and regulations of any Governmental Authority, including the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA") and the UK Bribery Act of 2010, in each case, applicable to the Borrower or any of its Affiliates from time to time concerning or relating to bribery, corruption or anti-money laundering.

"Applicable Adjustments" has the meaning given to such term in the definition of "Consolidated EBITDA".

"Applicable Parties" has the meaning given to such term in Section 9.01(d)(iii).

"Applicable Percentage" means, at any time with respect to any Revolving Lender, the percentage of the Aggregate Revolving Commitment represented by such Lender's Revolving Commitment at such time (or, if the Revolving Commitments have terminated or expired, such Revolving lender's share of the total Revolving Exposure at that time); provided that, at any time any Revolving Lender shall be a Defaulting Lender, for purposes of Section 2.20(c)(ii), "Applicable Percentage" shall mean the percentage of the total Revolving Commitments (disregarding any such Defaulting Lender's Revolving Commitment) represented by such Lender's Revolving Commitment. If the Revolving Commitments have terminated or expired, the Applicable Percentages shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments of Revolving Loans and LC Exposures that occur after such termination or expiration and to any Lender's status as a Defaulting Lender at the time of determination.

"Applicable Rate" means, for any day:

(a) (i) with respect to any Loan that is a Term B Loan, 1.75% per annum in the case of Term Benchmark Loans and 0.75% per annum in the case of ABR Loans; and

(b) with respect to (i) any Revolving Loan and (ii) the commitment fees payable hereunder in respect of unused Revolving Commitments, the applicable rate per annum set forth below in the "Term SOFR Revolving Loans", "ABR Revolving Loans" or "Commitment Fee" column, as applicable, based upon the Consolidated First Lien Leverage Ratio as of the end of the fiscal quarter of the Borrower for which consolidated financial statements have most recently been delivered to the Administrative Agent pursuant to Section 5.01(a) or 5.01(b); provided that until the delivery of such consolidated financial statements as of and for the first fiscal quarter of the Borrower after the Effective Date, the Applicable Rate shall be that set forth below in Level III:

Level	**Consolidated First Lien Leverage Ratio**	**Term SOFR Revolving Loans**	**ABR Revolving Loans**	**Commitment Fee**
I	≥ 2.00 to 1.00	2.00%	1.00%	0.35%
II	< 2.00 to 1.00 and ≥ 1.50 to 1.00	1.75%	0.75%	0.30%
III	< 1.50 to 1.00	1.50%	0.50%	0.25%

For purposes of the foregoing, each change in the Applicable Rate resulting from a change in the Consolidated First Lien Leverage Ratio shall be effective during the period commencing on and including the date that is three (3) Business Days after the date of delivery to the Administrative Agent pursuant to Section 5.01(a) or 5.01(b) of the consolidated financial statements indicating such change and ending on the date immediately preceding the effective date of the next such change; provided that the Consolidated First Lien Leverage Ratio shall be deemed to be in Level I at the option of the Administrative Agent or at the request of the Required Lenders if the Borrower fails to deliver the consolidated financial statements required to be delivered by it pursuant to Section 5.01(a) or 5.01(b) or the certificate of a Financial Officer required to be delivered by it pursuant to Section 5.01(c) during the period from the expiration of the time for delivery thereof until such consolidated financial statements and such certificate are

delivered.

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

"Arrangers" means, collectively, (x) JPMorgan Chase Bank, N.A., Goldman Sachs Bank USA, BofA Securities, Inc., Barclays Bank PLC, Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Morgan Stanley Senior Funding, Inc., RBC Capital Markets, LLC, Wells Fargo Securities, LLC, in their capacities as joint lead arrangers and joint bookrunners for the credit facilities provided for herein and (y) BBVA Securities Inc., BNP Paribas Securities Corp., HSBC Securities (USA) INC., Sumitomo Mitsui Banking Corporation, Société Générale, TD Securities (USA) LLC and UniCredit Bank GmbH, New York Branch, in their capacities as joint lead arrangers for the credit facilities provided for herein.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any Person whose consent is required by Section 9.04) and accepted by the Administrative Agent, substantially in the form of Exhibit A or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

"Auction" means an auction pursuant to which a Purchasing Borrower Party offers to purchase Term Loans pursuant to the Auction Procedures.

"Auction Manager" means any financial institution or advisor employed by the Borrower (whether or not an Affiliate of the Administrative Agent) to act as an arranger in connection with any Auction; provided that the Borrower shall not designate the Administrative Agent as the Auction Manager without the written consent of the Administrative Agent (it being understood and agreed that the Administrative Agent shall be under no obligation to agree to act as the Auction Manager).

"Auction Procedures" means the procedures set forth in Exhibit G.

"Auction Purchase Offer" means an offer by a Purchasing Borrower Party to purchase Term Loans of one or more Classes pursuant to an auction process conducted in accordance with the Auction Procedures and otherwise in accordance with Section 9.04(e).

"Audited Financial Statements" the audited combined balance sheets of the Borrower dated December 31, 2024 and December 31, 2023, and the related audited combined statements of operations, comprehensive income, equity (deficit) and cash flows as of and for the fiscal years ended December 31, 2024, December 31, 2023 and December 31, 2022, audited and reported on by Deloitte & Touche, LLP.

"Available Amount" means, at any time,

(a) the sum of:

(i) the greater of (A) $250,000,000 and (B) 25% of LTM Consolidated

EBITDA, plus

(ii) 50% of the Consolidated Net Income of the Borrower for the period (taken as one accounting period) from the first day of the first fiscal quarter of the Borrower during which the Effective Date occurred to and including the last day of the Borrower's most recently ended fiscal quarter for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b), as applicable, or, in the case such Consolidated Net Income for such period is a deficit, minus 100% of such deficit, plus

(iii) following the Distribution Date, the Net Proceeds from any sale or issuance of Equity Interests (other than Disqualified Equity Interests) of the Borrower to the extent such Net Proceeds are received by the Borrower, plus

(iv) the aggregate amount of prepayments declined by the Term Lenders and retained by the Borrower pursuant to Section 2.11(f), plus

(v) to the extent not already included in the calculation of Consolidated Net Income and without duplication of clause (vi) below and of any amount deducted from the calculation of Investments pursuant to the definition of Investment, the amounts of any dividends in cash or Permitted Investments or other returns, profits, distributions and similar amounts (whether by means of a sale or other disposition, a repayment of a loan or advance, a dividend or otherwise) received by the Borrower and the Restricted Subsidiaries on Investments made using the Available Amount, in each case up to the original amount of such Investments; plus

(vi) to the extent not already included in the calculation of Consolidated Net Income and without duplication of clause (v) above and of any amount deducted from the calculation of Investments pursuant to the definition of Investment, the amount of any Investment made using the Available Amount in any Unrestricted Subsidiary that has been re-designated as a Restricted Subsidiary or that has been merged, amalgamated or consolidated with or into the Borrower or any of the Restricted Subsidiaries (up to the lesser of (A) the fair market value determined in good faith by the Borrower of the Investments of the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary at the time of such re-designation or merger or consolidation and (B) the fair market value determined in good faith by the Borrower of the original Investment by the Borrower and the Restricted Subsidiaries in such Unrestricted Subsidiary); plus

(vii) following the Distribution Date, the Net Proceeds from any sale or issuance of Disqualified Equity Interests of the Borrower or debt securities of the Borrower (other than Disqualified Equity Interests or debt securities issued or sold to the Borrower or a Restricted Subsidiary), in each case that have been converted into or exchanged for Equity Interests of the Borrower (other than Disqualified Equity Interests) to the extent such Net Proceeds are received by the Borrower; minus

(b) the sum since the Effective Date of (i) Investments, loans and advances previously or concurrently made in reliance on the Available Amount, plus (ii) Restricted Payments previously or concurrently made in reliance on the Available Amount, plus (iii) Restricted Debt Payments previously or concurrently made in reliance on the Available Amount.

Notwithstanding the foregoing, in no event shall any payments or contributions made by Honeywell or a subsidiary of Honeywell to the Borrower or any of its Restricted Subsidiaries

made in connection with the Transactions be added to the Available Amount.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (f) of Section 2.14.

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

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

"Back to Back Arrangements" shall mean any "back-to-back" transactions between or among the Borrower or any Restricted Subsidiary, in connection with facilitating any Hedging Agreements (provided that, for such arrangements to constitute Back to Back Arrangements, such arrangements must be settled in cash, which for this purpose shall include netting of obligations, within five Business Days of any corresponding settlement with the third party counterparty to such Hedging Agreement).

"Bankruptcy Event" means, with respect to any Person, that such Person has become the subject of a bankruptcy, insolvency proceeding or Bail-In Action, or has had a receiver, conservator, trustee, administrator, custodian, examiner, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any such proceeding or appointment or has become the subject of a Bail-In Action; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority; provided further that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Benchmark" means, initially, Term SOFR Rate; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Term SOFR Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.14.

"Benchmark Replacement" means, for any Available Tenor, the first alternative

set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date; provided that, in the case of any Loan denominated in a Permitted Foreign Currency, "Benchmark Replacement" shall mean the alternative set forth in (2) below:

(1) the Adjusted Daily Simple SOFR;

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

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

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

"Benchmark Replacement Conforming Changes" means, with respect to either the use or administration of Term SOFR Rate, or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period," or any similar or analogous definition (or the addition of a concept of "Interest Period") timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

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

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

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

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

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

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

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

(3) a public statement or publication of information by the regulatory supervisor

for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

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

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14.

"Beneficial Ownership Certification" means a certification regarding individual beneficial ownership solely to the extent expressly required by 31 C.F.R. § 1010.230 ("Beneficial Ownership Regulation").

"Beneficial Ownership Regulation" has the meaning specified in the definition of Beneficial Ownership Certification.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan".

"BHC Act Affiliate" of a party shall mean an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Board of Governors" 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 introductory statement to this Agreement.

"Borrowing" means Loans of the same Class, Type and currency, made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect.

"Borrowing Minimum" means (a) in the case of a Term Benchmark Borrowing, $5,000,000 and (b) in the case of an ABR Borrowing, $1,000,000.

"Borrowing Multiple" means (a) in the case of a Term Benchmark Borrowing denominated in dollars, $500,000 and (b) in the case of an ABR Borrowing, $100,000.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03, which shall be substantially in the form of Exhibit M (or such other

form approved by the Administrative Agent and otherwise consistent with the requirements of Section 2.03).

"Business Day" means any day that is not a Saturday, a Sunday or any other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, in addition to the foregoing, in relation to Loans referencing the Adjusted Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Adjusted Term SOFR Rate or any other dealings of such Loans referencing the Adjusted Term SOFR Rate, any such day that is a U.S. Government Securities Business Day.

"Capital Expenditures" means, for any period, (a) the additions to property, plant and equipment and other capital expenditures of the Restricted Group that are (or should be) set forth in a consolidated statement of cash flows of the Borrower for such period prepared in accordance with GAAP and (b) Capital Lease Obligations incurred by the Restricted Group during such period, but excluding in each case any such expenditure (i) constituting reinvestment of the Net Proceeds of any event described in clause (a) or (b) of the definition of the term "Prepayment Event", to the extent permitted by Section 2.11(c), (ii) made by the Restricted Group to effect leasehold improvements to any property leased by the Restricted Group as lessee, to the extent that such expenses have been reimbursed by the landlord, (iii) in the form of a substantially contemporaneous exchange of similar property, plant, equipment or other capital assets, except to the extent of cash or other consideration (other than the assets so exchanged), if any, paid or payable by the Restricted Group and (iv) made with the Net Proceeds from the issuance of Qualified Equity Interests.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP (subject to the provisions of Section 1.04), and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP (subject to the provisions of Section 1.04).

"Captive Insurance Subsidiary" means a Subsidiary of the Borrower established for the purpose of, and to be engaged solely in the business of, insuring the businesses or facilities owned or operated by the Borrower or any of its Subsidiaries or joint ventures.

"Cash Management Financing Facilities" has the meaning assigned to such term in the definition of "Secured Cash Management Obligations".

"Cash Management Services" means the treasury management services (including controlled disbursements, zero balance arrangements, cash sweeps, automated clearinghouse transactions, return items, overdrafts, single entity or multi-entity multicurrency notional pooling structures, temporary advances, interest and fees and interstate depository network services), netting services, employee credit or purchase card programs and similar programs, in each case provided to the Borrower or any Restricted Subsidiary.

"CFC" means a Foreign Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957 of the U.S. Internal Revenue Code.

"Change in Control" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or group (within the meaning of the Exchange

Act and the rules of the SEC thereunder) of 35% or more of the Voting Equity Interests in the Borrower; provided, however, that this clause (a) shall not include any transaction where (x) the Borrower becomes a direct or indirect wholly owned subsidiary of a holding company, and (y) the direct or indirect holders of the Voting Equity Interests of such holding company immediately following that transaction are substantially the same as the holders of Holding's Voting Equity Interests immediately prior to that transaction; or (b) the occurrence of a "Change in Control" as defined in the Senior Unsecured Indebtedness Documents.

For purposes of this definition, (i) "beneficial ownership" shall be as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act and (ii) the phrase Person or "group" is within the meaning of Section 13(d) or 14(d) of the Exchange Act, but excluding any employee benefit plan of such Person or "group" and its subsidiaries and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan.

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

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

"Class", when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Term B Loans, Incremental Revolving Loans or Incremental Term Loans, (b) any Commitment, refers to whether such Commitment is a Revolving Commitment, a Term B Commitment, a Commitment in respect of any Incremental Revolving Loans or a Commitment in respect of any Incremental Term Loans and (c) any Lender, refers to whether such Lender has a Loan or Commitment with respect to a particular Class. Incremental Revolving Loans and Incremental Term Loans that have different terms and conditions (together with the Commitments in respect thereof) shall be construed to be in different Classes.

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

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

"Covered Entity" means any of the following:

(a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Collateral" means any and all assets, whether real or personal, tangible or intangible, on which Liens are purported to be granted pursuant to the Security Documents as security for the Obligations, but excluding, for the avoidance of doubt, the Excluded Property.

"Collateral Agreement" means the Collateral Agreement among the Loan Parties and the Administrative Agent, substantially in the form of Exhibit C, or any other collateral agreement reasonably requested (in accordance with the Collateral and Guarantee Requirement) by the Administrative Agent.

"Collateral and Guarantee Requirement" means, at any time, the requirement that:

(a) the Administrative Agent shall have received from the Borrower, each other Loan Party and each Designated Subsidiary (i) a counterpart of each Security Document to which such Person is a party duly executed and delivered on behalf of such Person or (ii) in the case of any Subsidiary that becomes a Loan Party or a Designated Subsidiary after the Effective Date, a supplement to the Collateral Agreement in substantially the form attached as Exhibit I thereto, a supplement to the Guarantee Agreement in substantially the form attached as Exhibit I thereto, a Patent Security Agreement, Trademark Security Agreement and/or Copyright Security Agreement (each as defined in the Collateral Agreement, and to the extent applicable) and other security documents reasonably requested by the Administrative Agent, in form and substance reasonably satisfactory to the Administrative Agent (consistent with the Security Documents in effect on the Effective Date), duly executed and delivered on behalf of such Person, in each case, together with opinions and documents of the type referred to in Sections 4.01(b) and (c) with respect to such Person as may be reasonably requested by the Administrative Agent;

(b) (i) all outstanding Equity Interests (other than any Equity Interest constituting Excluded Property) of each Restricted Subsidiary that is a Material Subsidiary, in each case owned by any Loan Party, shall have been pledged pursuant to the Collateral Agreement; provided that the Loan Parties shall not be required to pledge Excluded Property and (ii) the Administrative Agent shall, to the extent required by the Collateral Agreement, have received certificates or other instruments representing all such Equity Interests of any Restricted Subsidiary (other than any Equity Interest constituting Excluded Property) held by any Loan Party, together with undated stock powers or other appropriate instruments of transfer with respect thereto endorsed in blank (to the extent applicable and provided that no Loan Party shall have any obligation to deliver a certificate or other instrument representing any such Equity Interest if such Equity Interest is uncertificated);

(c)(i) all Indebtedness of the Borrower and each Subsidiary that is owing to any Loan Party shall be evidenced by, at the Loan Party's option, a Global Intercompany Note or one or more standalone promissory notes, and shall be Collateral pursuant to the applicable Security Documents; and (ii) the Administrative Agent shall have received the Global Intercompany Note and all such promissory notes with a principal amount of $20,000,000 or more, together with undated instruments of transfer with respect thereto endorsed in blank;

(d) all financing statements and other appropriate filings or recordings, including

Uniform Commercial Code financing statements, required by law or specified in the Security Documents to be filed, registered or recorded on the Effective Date shall have been so filed, registered or recorded or delivered to the Administrative Agent for such filing, registration or recording;

(e) the Administrative Agent shall have received (i) counterparts of a Mortgage with respect to each Mortgaged Property duly executed and delivered by the record owner of such Mortgaged Property (provided that if the Mortgaged Property is in a jurisdiction that imposes a mortgage recording or similar tax on the amount secured by such Mortgage, then the amount secured by such Mortgage shall be limited to the fair market value, as reasonably determined by the Borrower in good faith, of such Mortgaged Property), (ii) an ALTA loan policy or policies of title insurance issued by a nationally recognized title insurance company insuring the Lien of each such Mortgage as a valid and enforceable first Lien on the Mortgaged Property described therein, free of any other Liens except as expressly permitted by Section 6.02, together with such endorsements, coinsurance and reinsurance as the Administrative Agent may reasonably request to the extent available in the applicable jurisdiction at commercially reasonable rates (it being agreed that the Administrative Agent shall accept zoning reports from a nationally recognized zoning company in lieu of zoning endorsements to such title insurance policies), in an amount equal to the fair market value of such Mortgaged Property as reasonably determined by the Borrower in good faith, provided that in no event will the Borrower be required to obtain independent appraisals or other third-party valuations of such Mortgaged Property, unless required by FIRREA or other applicable law, provided, however, the Borrower shall provide to the title company such supporting information with respect to its determination of Fair Market Value as may be reasonably required by the title company, (iii) with respect to each Mortgaged Property located in the United States, a completed "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination (together with a notice about special flood hazard area status and flood disaster assistance, which, if applicable, shall be duly executed by the applicable Loan Party relating to such Mortgaged Property), and, if any such Mortgaged Property is located in an area determined by the Federal Emergency Management Agency to have special flood hazards, evidence of such flood insurance as may be required under applicable law, including Regulation H of the Board of Governors, (iv) to the extent required for the title insurance company issuing the policy described in clause (i), above, to delete the so-called "survey exception" and issue related endorsements, either an ALTA survey or such customary maps, or plats of an as-built survey (or existing surveys together with no-change affidavits of such Mortgaged Property or survey alternatives, including express maps), and (v) an enforceability opinion with respect to the applicable Mortgage, from counsel chosen by the Borrower, in form and substance reasonably satisfactory to the Administrative Agent; provided that (x) the requirements of the foregoing clauses (i), (ii), (iv) and (v) shall be completed on or before the date that is 90 days after the Effective Date (or such longer period as the Administrative Agent may, in its reasonable discretion, agree to in writing (such approval or consent not to be unreasonably withheld or delayed)) in accordance with Section 5.15, (y) legal opinions referred to in the foregoing clause (v) shall be limited to the purposes of obtaining customary legal opinions from counsel qualified to opine in the jurisdiction where such Mortgaged Property is located regarding solely to the enforceability of the Mortgage for such Mortgaged Property and such other customary matters as may be in form and substance reasonably satisfactory to the Administrative Agent; and (z) no delivery of new surveys shall be required for any Mortgaged Property where the title company will issue a lender's title policy with the standard survey exception omitted from such title policy and affirmative endorsements that require a survey; and

(f) except as otherwise provided for in the Security Documents, each Loan Party

shall have obtained all consents and approvals required to be obtained by it in connection with the execution and delivery of all Security Documents to which it is a party, the performance of its obligations thereunder and the granting by it of the Liens thereunder.

Notwithstanding anything to the contrary, subject to the proviso set forth in the following sentence, no Loan Party shall be required, nor shall the Administrative Agent be authorized, (i) to perfect pledges, security interests and mortgages of Collateral of Loan Parties by any means other than by (A) filings pursuant to the Uniform Commercial Code, in the office of the Secretary of State (or similar central filing office) of the relevant jurisdiction where the grantor is located (as determined pursuant to the Uniform Commercial Code) and filings in the applicable real estate records with respect to Mortgaged Properties, (B) filings in the United States Patent and Trademark Office and the United States Copyright Office with respect to Intellectual Property as expressly required in the Security Documents, and (C) delivery to the Administrative Agent, to be held in its possession, of the Global Intercompany Note and all Collateral consisting of intercompany notes in a principal amount of $20,000,000 or more, owed by a single obligor, stock certificates of Restricted Subsidiaries and instruments, in each case as expressly required in the Security Documents or (ii) to enter into any control agreement with respect to any cash and Permitted Investments, other deposit accounts, securities accounts or commodities accounts, in each case to the extent in the name of a Loan Party and held or located in the United States. For the avoidance of doubt, and notwithstanding anything to the contrary, including the foregoing, (x) no actions (including filings or searches) shall be required in order to create or perfect any security interest in any assets of the Loan Parties located outside of the United States (including any Intellectual Property registered or applied-for in, or otherwise located, protected or arising under the laws of any jurisdiction outside the United States) and (y) no foreign law security or pledge agreements or foreign law mortgages or deeds shall be required outside of the United States with respect to any Loan Party.

Notwithstanding the foregoing and subject to the last paragraph of Section 6.02, no Loan Party shall be required to deliver a Mortgage with respect to the Metropolis Property.

"Commitment" means with respect to any Lender, such Lender's Revolving Commitment, Term B Commitment, commitment in respect of any Incremental Revolving Loans or commitment in respect of any Incremental Term Loans or any combination thereof (as the context requires).

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.) and any successor statute.

"Communications" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Loan Party pursuant to this Agreement or any other Loan Document or the transactions contemplated herein or therein that is distributed to the Administrative Agent, any Lender or any Issuing Bank by means of electronic communications pursuant to Section 9.01, including through the Platform.

"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 profits Taxes.

"Consenting Lender" has the meaning assigned to such term in Section 2.22(a).

"Consolidated Debt" means, as of any date, the aggregate principal amount of Indebtedness of the type specified in the following clauses of the definition of "Indebtedness": clause (a) (excluding Indebtedness of the type set forth in Section 6.01(a)(ix) that is non-recourse to the Borrower and the Restricted Subsidiaries and excluding any Excluded Refinanced Debt), clause (b), clause (e) (but only to the extent supporting Indebtedness of the types specified in clauses (a), (b) and (g) of the definition thereof), clause (f) (but only to the extent supporting Indebtedness of the types specified in clauses (a), (b) and (g) of the definition thereof), clause (g), clause (h) (but only to the extent drawn and unreimbursed after one Business Day) and clause (k), in each case relating to the Restricted Group outstanding as of such date determined on a consolidated basis; provided that in no event shall Supply Chain Financing be included in the calculation of Consolidated Debt.

"Consolidated EBITDA" means, for any period, Consolidated Net Income for such period plus

(a) without duplication and to the extent deducted in determining such Consolidated Net Income for such period, the sum of:

(i) total interest expense for such period, and, to the extent not reflected in such total interest expense, the sum of (A) premium payments, debt discount, fees, charges and related expenses incurred in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets plus (B) the portion of rent expense with respect to such period under Capital Leases that is treated as interest expense in accordance with GAAP, plus (C) any losses on hedging obligations or other derivative instruments entered into for the purpose of hedging interest rate risk, net of interest income and gains on such hedging obligations or such derivative instruments, plus (D) bank and letter of credit fees and costs of surety bonds in connection with financing activities, plus (E) any commissions, discounts, yield and other fees and charges (including any interest expense) related to any Permitted Receivables Facility, plus (F) amortization or write-off of deferred financing fees, debt issuance costs, debt discount or premium, terminated hedging obligations and other commissions, financing fees and expenses and, adjusted, to the extent included, to exclude any refunds or similar credits received in connection with the purchasing or procurement of goods or services under any purchasing card or similar program,

(ii) provision for Taxes based on income, profits, revenue or capital for such period, including, without limitation, state, franchise, excise, gross receipts, value added, margins, and similar taxes and foreign withholding taxes (including penalties and interest related to taxes or arising from tax examinations) and, without duplication of the foregoing, any payments to any direct or indirect parent in respect of such taxes (including, without limitation, the amount of any distributions in respect of the foregoing items pursuant to Section 6.08(a)(xiii)),

(iii) depreciation and amortization expense for such period,

(iv) costs and expenses incurred in connection with, or related to, the Spin-Off, including but not limited to severance costs, relocation costs, repositioning and other restructuring costs, integration and facilities' opening costs and other business optimization expenses and operating improvements and establishment costs, recruiting fees, signing costs, retention or completion bonuses, transition costs, costs related to closure/consolidation of facilities, internal costs in respect of Spin-Off related initiatives and curtailments or modifications to pension and post-retirement employee benefit plans (including any

settlement of pension liabilities), contract terminations and professional and consulting fees incurred in connection with any of the foregoing, in each case incurred in connection with the Spin-Off during such period to the extent such incurrence occurs prior to the second anniversary of the Effective Date,

(v) fees, costs and expenses incurred during such period in connection with any proposed or actual permitted merger, acquisition, Investment, asset sale, other disposition or capital markets or financing transaction, without regard to the consummation thereof,

(vi) unusual, non-recurring or exceptional expenses, losses or charges incurred during such period.

(vii) integration costs, transition costs, consolidation and closing costs for facilities, costs incurred in connection with any non-recurring strategic initiatives, acquisitions and non-recurring Intellectual Property development at any time, other business optimization expenses (including costs and expenses relating to business optimization programs, new systems design, technology upgrades and implementation costs), severance costs, project start-up costs and repositioning and other restructuring charges, carve-out related items, accruals or reserves (including restructuring costs related to acquisitions at any time and to closure/consolidation of facilities, retention charges, systems establishment costs and excess pension charges) incurred during such period,

(viii) any non-cash charges, losses or expenses for such period except to the extent representing an accrual for future cash outlays (but excluding any non-cash charge, loss or expense in respect of an item that was included in Consolidated Net Income in a prior period and any non-cash charge, loss or expense that relates to the write-down or write-off of inventory, other than any write-down or write-off of inventory as a result of purchase accounting adjustments in respect of any acquisition permitted by the credit facilities provided for under this Agreement),

(ix) any non-cash loss attributable to the mark to market movement in the valuation of any Equity Interests, and hedging obligations or other derivative instruments;

(x) (A) any losses relating to amounts paid in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income for such period, (B) any losses during such period attributable to early extinguishment of indebtedness or obligations under any Hedging Agreement and (C) any gain relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated EBITDA pursuant to clauses (b)(iii) below,

(xi) any losses during such period resulting from the sale or disposition of any asset outside the ordinary course of business,

(xii) other add-backs and adjustments of the type set forth in (x) the Lender Presentation and/or (y) the Form 10 incurred during such period; provided, that any add-backs and adjustments made pursuant to this clause (xii) for any period shall not exceed, together with any amounts added back pursuant to clause (xiii) below and clauses (I)(b) and (II)(b) of the definition of "Pro Forma Basis" for such period, 20% of Consolidated EBITDA in the aggregate for such period (determined prior to the adjustments contemplated thereby), and

(xiii) on and after the Effective Date, "run rate" cost savings, operating expense reductions, business optimization activities improvements (but excluding "run rate" Consolidated EBITDA attributable to projected increases in revenues) and similar initiatives and similar synergies, in each case, that are factually supportable and have been realized or are reasonably expected to be realized within 24 months following (i) any acquisition (including the commencement of activities constituting a business), (ii) disposition (including the termination or discontinuance of activities constituting a business) of business entities or of properties or assets constituting a division or line of business and/or (iii) any other operational change, optimization or similar initiative (including, to the extent applicable, in connection with any restructuring) (which, in the case of each of clauses (i) – (iii) above, will be added to Consolidated EBITDA as so projected until fully realized (or if earlier, the time when such cost savings, operating expense reductions, business and product optimization activities and similar initiatives and similar synergies shall cease to be reasonably expected to be realized within such 24 months), and calculated on a Pro Forma Basis as though such synergies, cost savings, expense reductions, other operating changes, optimizations and similar initiatives had been realized (or commenced, acquired or created, as applicable) on the first day of such period), net of the amount of actual benefits realized during such period from such actions; provided that any add-backs and adjustments made pursuant to this clause (xiii) for any period shall not exceed, together with any amounts added back pursuant to clause (xii) above for such period and any amounts added back pursuant to clauses (I)(b) and (II)(b) of the definition of "Pro Forma Basis" for such period, 20% of Consolidated EBITDA in the aggregate for such period (in each case, determined prior to the adjustments contemplated thereby) (collectively, the "Applicable Adjustments")), minus

(b) without duplication and to the extent included in determining such Consolidated Net Income, the sum of

(i) any non-cash gains for such period (other than any such non-cash gains (A) in respect of which cash was received in a prior period or will be received in a future period and (B) that represent the reversal of any accrual in a prior period for, or the reversal of any cash reserves established in a prior period for, anticipated cash charges),

(ii) all gains during such period resulting from the sale or disposition of any asset outside the ordinary course of business,

(iii) (A) any gains relating to amounts received in cash prior to the stated settlement date of any hedging obligation that has been reflected in Consolidated Net Income for such period, (B) any gains during such period attributable to early extinguishment of Indebtedness or obligations under any Hedging Agreement and (C) any loss relating to hedging obligations associated with transactions realized in the current period that has been reflected in Consolidated Net Income in prior periods and excluded from Consolidated EBITDA pursuant to clauses (a)(x) above, and

(iv) any non-cash gain attributable to the mark to market movement in the valuation of any Equity Interests, and hedging obligations or other derivative instruments.

In the event any Subsidiary shall be a subsidiary that is not wholly owned by the Borrower, all amounts added back in computing Consolidated EBITDA for any period pursuant to clause (a) above, and all amounts subtracted in computing Consolidated EBITDA pursuant to clause (b) above, to the extent such amounts are, in the reasonable judgment of a Financial

Officer of the Borrower, attributable to such subsidiary, shall be reduced by the portion thereof that is attributable to the non-controlling interest in such subsidiary.

Notwithstanding the foregoing and any requirements of GAAP to the contrary, Consolidated EBITDA shall be deemed to equal (a) $246,000,000.00 for the fiscal quarter ended September 30, 2024, (b) $235,000,000.00 for the fiscal quarter ended December 31, 2024, (c) $250,000,000.00 for the fiscal quarter ended March 31, 2025 and (d) $283,000,000.00 for the fiscal quarter ended June 30, 2025 (it being understood that such amounts are subject to adjustments, as and to the extent otherwise contemplated in this Agreement, in connection with any pro forma adjustment or any calculation on a Pro Forma Basis); provided that such amounts of Consolidated EBITDA for any such fiscal quarter may be further increased to include, without duplication, any adjustments that would otherwise be included pursuant to clause (a)(iv) of this definition.

"Consolidated First Lien Leverage Ratio" means, as of the last day of any fiscal quarter, the ratio of (a)(i) Consolidated First Lien Secured Debt *minus* (ii) unrestricted cash and Permitted Investments as reflected on the consolidated balance sheet of the Borrower and its Restricted Subsidiaries to (b) LTM Consolidated EBITDA.

"Consolidated First Lien Secured Debt" means, as of any date, Consolidated Secured Debt minus the portion of Indebtedness of the Restricted Group included in Consolidated Secured Debt that is secured by any Lien on property or assets of the Restricted Group that is junior to the Liens securing the Obligations.

"Consolidated Interest Coverage Ratio" means the ratio of (a) Consolidated EBITDA to (b) Consolidated Interest Expense, in each case for the four consecutive fiscal quarters of the Borrower ended on such date.

"Consolidated Interest Expense" means for any period, the excess of (a) the sum of, without duplication, (i) the interest expense (including imputed interest expense in respect of Capital Lease Obligations) of the Restricted Group for such period, determined on a consolidated basis in accordance with GAAP and (ii) any interest or other financing costs accrued during such period in respect of Indebtedness of the Restricted Group that are required to be capitalized rather than included in Consolidated Interest Expense of the Borrower for such period in accordance with GAAP, (iii) any cash payments made during such period in respect of obligations referred to in clause (b)(iii) below that were amortized or accrued in a previous period, and (iv) all cash dividends paid or payable during such period in respect of Disqualified Equity Interests of the Borrower; provided that such dividends shall be multiplied by a fraction the numerator of which is one and the denominator of which is one minus the effective combined tax rate of the Borrower (expressed as a decimal) for such period (as estimated by a Financial Officer of the Borrower in good faith) minus (b) the sum of, without duplication, (i) interest income of the Restricted Group for such period, determined on a consolidated basis in accordance with GAAP, (ii) to the extent included in such Consolidated Interest Expense for such period, non-cash amounts attributable to amortization or write-off of capitalized interest or other financing costs paid in a previous period and (iii) to the extent included in such Consolidated Interest Expense for such period, non-cash amounts attributable to amortization of debt discounts or accrued interest payable in kind for such period. For purposes of determining the Consolidated Interest Coverage Ratio for the period of four consecutive quarters ended December 31, 2025, March 31, 2026, June 30, 2026 and September 30, 2026 (each, an "Applicable Period End Date"), Consolidated Interest Expense shall be deemed to be equal to the Consolidated Interest Expense for the period from the Effective Date to and including the Applicable Period End Date, multiplied by a fraction equal to (x) 365

divided by (y) the number of days actually elapsed from the Effective Date to such Applicable Period End Date. Notwithstanding anything herein to the contrary, in no event shall payments in respect of the Tax Matters Agreement be included in the calculation of Consolidated Interest Expense.

"Consolidated Net Income" means, for any period, (1) the net income or loss of the Restricted Group for such period determined in accordance with GAAP as set forth on the consolidated financial statements of the Restricted Group for such period minus (to the extent such amounts were not deducted in determining such net income or loss) (2)(a) [reserved], (b) [reserved], (c) any Transaction Costs incurred during such period, and (d) fees and expenses incurred during such period in connection with any proposed or actual permitted merger, acquisition, Investment, asset sale, other disposition or capital markets transaction, without regard to the consummation thereof and any gains (loss) and all fees and expenses or charges relating thereto for such period attributable to early extinguishment of Indebtedness or obligations under any Hedging Agreement; provided that there shall be excluded (i) the income of any Person that is not a member of the Restricted Group, except to the extent of the amount of cash dividends or other cash distributions (or, in the case of non-cash distributions, to the extent converted into cash) actually paid by such Person to the Borrower or any Restricted Subsidiary of the Borrower during such period, (ii) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss, (iii) any unrealized or realized gain or loss due solely to fluctuations in currency values and the related tax effects, determined in accordance with GAAP, and (iv) the cumulative effect of a change in accounting principles in such period, if any.

"Consolidated Secured Debt" means, as of any date, Consolidated Debt minus the portion of Indebtedness of the Restricted Group included in Consolidated Debt that is not secured by any Lien on property or assets of the Restricted Group.

"Consolidated Secured Leverage Ratio" means, as of the last day of any fiscal quarter, the ratio of (a)(i) Consolidated Secured Debt *minus* (ii) unrestricted cash and Permitted Investments as reflected on the consolidated balance sheet of the Borrower and its Restricted Subsidiaries to (b) LTM Consolidated EBITDA.

"Consolidated Total Assets" means the total assets of the Restricted Group determined in accordance with GAAP.

"Consolidated Total Leverage Ratio" means, as of the last day of any fiscal quarter, the ratio of (a)(i) Consolidated Debt *minus* (ii) unrestricted cash and Permitted Investments as reflected on the consolidated balance sheet of the Borrower and its Restricted Subsidiaries to (b) LTM Consolidated EBITDA.

"Contract Consideration" has the meaning assigned to such term in the definition of "Excess Cash Flow."

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

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

"Credit Party" means the Administrative Agent, each Issuing Bank and each other Lender.

"Daily Simple SOFR" means, for any day (a " ***SOFR Rate Day***"), a rate per annum equal to SOFR for the day (such day "SOFR Determination Date") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower. If by 5:00 p.m. (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Date, SOFR in respect of such SOFR Determination Date has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Date will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator's Website, with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans; provided that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

"Declining Lender" has the meaning assigned to such term in Section 2.22(a).

"Deadline" has the meaning assigned to such term in Section 2.11(i).

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

"Defaulting Lender" means any Revolving Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Revolving Lender notifies the Administrative Agent in writing that such failure is the result of such Revolving Lender's good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) has not been satisfied, (b) has notified the Borrower or any Credit Party in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Revolving Lender's good faith determination that a condition precedent to funding (specifically identified in such writing, including, if applicable, by reference to a specific Default) cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, made in good faith, to provide a certification in writing from an authorized officer of such Revolving Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Loans and participations in then outstanding Letters of Credit; provided that such Revolving Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent or (d) has, or has a direct or indirect parent company that has, become the

subject of a Bankruptcy Event. Any determination by the Administrative Agent that a Revolving Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Revolving Lender shall be deemed to be a Defaulting Lender (subject to Section 2.20) upon delivery of written notice of such determination to the Borrower, each Issuing Bank and each other Lender.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Designated Non-Cash Consideration" means the fair market value of non-cash consideration received by the Borrower or a Subsidiary in connection with a disposition pursuant to Section 6.05(k) that is designated as Designated Non-Cash Consideration pursuant to a certificate of an executive officer, setting forth the basis of such valuation (which amount will be reduced by the fair market value of the portion of the non-cash consideration converted to cash within 180 days following the consummation of such disposition).

"Designated Subsidiary" has the meaning assigned to such term in Section 5.12(b).

"Disqualified Equity Interest" means any Equity Interest that (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests) or subject to mandatory repurchase or redemption or repurchase at the option of the holders thereof, in each case in whole or in part and whether upon the occurrence of any event, pursuant to a sinking fund obligation on a fixed date or otherwise, prior to the date that is 91 days after the Latest Maturity Date (determined as of the date of issuance thereof or, in the case of any such Equity Interests outstanding on the date hereof, as of the date hereof), other than (i) upon payment in full of the Loan Document Obligations, reduction of the LC Exposure to zero and termination of the Commitments or (ii) upon a "change in control" or asset sale or casualty or condemnation event; provided that any payment required pursuant to this clause (ii) shall be subject to the prior repayment in full of the Loan Document Obligations, reduction of the LC Exposure to zero and termination of the Commitments or (b) is convertible or exchangeable, automatically or at the option of any holder thereof, into (i) any Indebtedness (other than any Indebtedness described in clause (i) of the definition thereof) or (ii) any Equity Interests or other assets other than Qualified Equity Interests, in each case at any time prior to the date that is 91 days after the Latest Maturity Date (determined as of the date of issuance thereof or, in the case of any such Equity Interests outstanding on the date hereof, as of the date hereof); provided that an Equity Interest in any Person that is issued to any employee or to any plan for the benefit of employees or by any such plan to such employees shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by such Person or any of its subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"Disqualified Institution" means (i) (x) the competitors of the Borrower and its subsidiaries that are identified in writing and (y) the banks, financial institutions and other institutional lenders and persons, in each case set forth in a list provided to the Administrative Agent prior to October 29, 2025 at [reserved] or such other address provided by the Administrative Agent from time to time; provided that any modifications, deletions or supplements to such list in clause (i)(x) shall become effective three (3) Business Days after the delivery thereof to the Administrative Agent and (ii) any of their Affiliates that are clearly identifiable solely on the basis of the similarity of such Affiliates' name (other than any such Affiliates that are primarily engaged in making, purchasing, holding or otherwise investing in

commercial loans in the ordinary course of their business (other than any Affiliates excluded pursuant to clause (i)(y)); provided further that any additional designation permitted by the foregoing shall not apply retroactively to any prior or pending assignment or participation.

"Distribution Agreement" means the Separation and Distribution Agreement, dated as of October 30, 2025, by and between Honeywell and the Borrower.

"Distribution Date" means the date of the distribution of the shares of common stock of the Borrower to shareholders of record of Honeywell pursuant to the Spin-Off which shall occur within two Business Days following the Effective Date.

"Documentation Agents" means, collectively, BBVA Securities Inc., BNP Paribas Securities Corp., HSBC Securities (USA) Inc., Sumitomo Mitsui Banking Corporation, Société Générale, TD Securities (USA) LLC and UniCredit Bank GmbH, New York Branch.

"Dollar Equivalent" means, for any amount, at the time of determination thereof, (a) if such amount is expressed in dollars, such amount and (b) if such amount is expressed in a Permitted Foreign Currency, the equivalent of such amount in dollars determined by using the rate of exchange for the purchase of dollars with the Permitted Foreign Currency last provided (either by publication or otherwise provided to the Administrative Agent) by Reuters on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of dollars with the Permitted Foreign Currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion).

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

"ECF Sweep Amount" has the meaning assigned to such term in Section 2.11(d).

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

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

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means October 29, 2025.

"Effective Date Repayment" means the cash distribution within one Business Day from the Effective Date in an aggregate amount not to exceed $1,500,000,000 by the

Borrower to Honeywell and/or a subsidiary of Honeywell with the Net Proceeds of the Term Loans and the Senior Unsecured Indebtedness.

"Eligible Assignee" means (a) a Lender, (b) an Affiliate of a Lender, (c) an Approved Fund and (d) any other Person, other than, in each case, a natural person, a Defaulting Lender, the Borrower, any Subsidiary, any other Affiliate of the Borrower and to the extent posted to the Lenders, a Disqualified Institution.

"Employee Matters Agreement" means the Employee Matters Agreement, dated as of October 30, 2025, by and between Honeywell and the Borrower.

"Environmental Law" means any Requirement of Law, or any notice or binding agreement issued, promulgated or entered into by or with any Governmental Authority, relating in any way to (a) the protection or preservation of the environment, (b) the generation, management, Release or threatened Release of or exposure to any Hazardous Material or (c) health and safety matters, to the extent relating to the exposure to Hazardous Materials.

"Environmental Liability" means any liability, obligation, loss, claim, action, order or cost, contingent or otherwise (including any liability for damages, costs of medical monitoring, costs of environmental remediation or restoration, administrative oversight costs, consultants' fees, fines, penalties and indemnities), directly or indirectly resulting from or based upon (a) any actual or alleged violation of any Environmental Law or permit, license or approval required thereunder, (b) the generation, use, handling, transportation, storage, treatment, management, Release or threatened Release of any Hazardous Materials, (c) exposure to any Hazardous Materials, or (d) any legally binding contract or agreement or other legally binding consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests (whether voting or non-voting) in, or interests in the income or profits of, a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing (other than, prior to the date of such conversion, Indebtedness that is convertible into Equity Interests).

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

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

"ERISA Event" means (a) any "reportable event", as defined in Section 4043(c) of ERISA or the regulations issued thereunder with respect to a Plan (other than an event for which the 30-day notice period is waived), (b) any failure by any Plan to satisfy the minimum funding standard (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived, (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, (d) a determination that any Plan is, or is expected to be, in "at risk" status (as defined in Section 303(i)(4) of ERISA or Section 430(i)(4)(A) of the Code), (e) the

incurrence by the Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan under Section 4041 or 4041(A) of ERISA, respectively, (f) the receipt by the Borrower or any of its ERISA Affiliates from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan under Section 4041 or 4041A of ERISA, respectively, or to appoint a trustee to administer any Plan, (g) the incurrence by the Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Plan or Multiemployer Plan, (h) the receipt by the Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from the Borrower or any of its ERISA Affiliates of any notice, concerning the imposition of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent within the meaning of Title IV of ERISA, or in endangered or critical status, within the meaning of Section 305 of ERISA or Section 432 of the Code or (i) any Foreign Benefit Event.

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

"Event of Default" has the meaning assigned to such term in Section 7.01.

"Excess Cash Flow" means, for any fiscal year of the Borrower, the sum (without duplication) of:

(a) the Consolidated Net Income (or loss) of the Restricted Group for such fiscal year, adjusted to exclude (i) net income (or loss) of any consolidated Restricted Subsidiary that is not wholly owned by the Borrower to the extent such income or loss is attributable to the non-controlling interest in such consolidated Restricted Subsidiary and (ii) any non-cash gains (or non-cash losses) attributable to sale or disposition of any asset of the Restricted Group outside the ordinary course of business to the extent included (or deducted) in calculating Consolidated Net Income; plus

(b) depreciation, amortization and other non-cash charges or losses deducted in determining such Consolidated Net Income (or loss) for such fiscal year; plus

(c) the sum of (i) the amount, if any, by which Net Working Capital decreased during such fiscal year (except as a result of the reclassification of items from short-term to long-term or vice-versa), (ii) the net amount, if any, by which the consolidated deferred revenues and other consolidated accrued long-term liability accounts of the Restricted Group increased during such fiscal year and (iii) the net amount, if any, by which the consolidated accrued long-term asset accounts of the Restricted Group decreased during such fiscal year; minus

(d) the sum of (i) any non-cash gains included in determining such Consolidated Net Income (or loss) for such fiscal year, (ii) the amount, if any, by which Net Working Capital increased during such fiscal year (except as a result of the reclassification of items from long-term to short-term or vice-versa), (iii) the net amount, if any, by which the consolidated deferred revenues and other consolidated accrued long-term liability accounts of the Restricted Group decreased during such fiscal year and (iv) the net amount, if any, by which the consolidated accrued long-term asset accounts of the Restricted Group increased during such fiscal year; minus

(e) [reserved];

(f) the aggregate principal amount of Long-Term Indebtedness repaid or prepaid

by the Restricted Group during such fiscal year (and, at the Borrower's option (and without deducting such amounts against the subsequent fiscal year's Excess Cash Flow calculation), after the end of such fiscal year but prior to the date on which the prepayment pursuant to Section 2.11(d) for such fiscal year is required to have been made), excluding (i) Indebtedness in respect of Revolving Loans and Letters of Credit or other revolving credit facilities (unless there is a corresponding reduction in the Revolving Commitments or the commitments in respect of such other revolving credit facilities, as applicable), (ii) Term Loans voluntarily prepaid or prepaid pursuant to Section 2.11(c) or (d) and, to the extent Revolving Commitments are permanently reduced, Revolving Loans voluntarily prepaid and (iii) repayments or prepayments of Long-Term Indebtedness financed from Excluded Sources (other than Revolving Loans); minus

(g) the aggregate amount of Restricted Payments made in cash during such fiscal year in accordance with Section 6.08(a)(v) (and, at the Borrower's option (and without deducting such amounts against the subsequent fiscal year's Excess Cash Flow calculation), after the end of such fiscal year but prior to the date on which the prepayment pursuant to Section 2.11(d) for such fiscal year is required to have been made), except to the extent that such Restricted Payments (i) are made to fund expenditures that reduce Consolidated Net Income (or loss) of the Restricted Group or (ii) are financed from Excluded Sources; minus

(h) the amount of taxes (including penalties and interest) paid in cash or tax reserves set aside or payable (without duplication) in such period to the extent such amounts exceed the amount of tax expense deducted in determining Consolidated Net Income for such period; minus

(i) (A) the aggregate consideration required to be paid in cash by the Borrower or any of the Restricted Subsidiaries pursuant to binding contract commitments, letters of intent or purchase orders (the "Contract Consideration"), in each case, entered into prior to or during such period and (B) to the extent set forth in a certificate of a Financial Officer delivered to the Administrative Agent at or before the time the certificate for the period ending simultaneously with such fiscal year is required to be delivered pursuant to Section 5.01(c), the aggregate amount of cash that is reasonably expected to be paid in respect of planned cash expenditures by the Borrower or any of the Restricted Subsidiaries (the "Planned Expenditures"), in the case of each of clauses (A) and (B), relating to Permitted Acquisitions, other Investments (other than Investments in Permitted Investments), Restricted Payments or other dividends or distributions, or Capital Expenditures or payments and distributions to joint ventures or other similar arrangements, pursuant to joint venture, licensing or similar agreements (including one-time put option payments and one-time upfront bonus payments), in each case, to be consummated or made during the immediately succeeding twelve month period; provided, that the amount of any Contract Consideration or Planned Expenditures payable in cash shall be deemed to be restricted for cash; provided, further, that to the extent the aggregate amount of cash actually utilized to finance such Contract Consideration or Planned Expenditure during such immediately succeeding twelve month period is less than the Contract Consideration and Planned Expenditures, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such subsequent period.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended from time to time.

"Excluded Deposit Account" means (a) any deposit account the funds in which are used primarily for the payment of salaries and wages, workers' compensation and similar expenses in the ordinary course of business, (b) any deposit account that is a zero-balance

disbursement account and (c) any deposit account the funds in which consist solely of (i) funds held by the Borrower or any Restricted Subsidiary in trust for any director, officer or employee of the Borrower or any Restricted Subsidiary or any employee benefit plan maintained by the Borrower or any Restricted Subsidiary or (ii) funds representing deferred compensation for the directors and employees of the Borrower or any Restricted Subsidiary.

"Excluded Property" means the following assets and property of any Loan Party: (i) all leasehold interests in real property and any fee-owned real property other than Material Real Property (including requirements to deliver landlord waivers, estoppels and collateral access letters); (ii) aircraft, rolling stock, motor vehicles and other assets subject to certificates of title, letter of credit rights (except to the extent perfection can be obtained by filing of Uniform Commercial Code financing statements) and commercial tort claims for which a complaint or a counterclaim has not yet been filed in a court of competent jurisdiction and commercial tort claims reasonably expected to result in a judgment not in excess of $10,000,000; (iii) "margin stock" (within the meaning of Regulation U), and pledges and security interests prohibited by applicable law, rule or regulation; (iv) Equity Interests in (x) any Excluded Subsidiary of the type described in clauses (a), (b), (d) (other than any Unrestricted Subsidiary that is a Receivables Entity to the extent a pledge of the equity of such Receivables Entity is not prohibited by the terms of the Permitted Receivables Facility Documents), (e) or (h) of the definition thereof or (y) any Person other than wholly owned Subsidiaries to the extent the pledge thereof is not permitted by the terms of such Person's organizational documents, joint venture documents or similar contractual obligations; (v) assets to the extent a security interest in such assets would result in material adverse tax consequences to the Borrower and its Subsidiaries (as determined by the Borrower in its reasonable judgment in consultation with the Administrative Agent); (vi) rights, title or interest in any lease, license, sublicense or other agreement or in any equipment or property subject to a purchase money security interest, capitalized lease obligation or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, sublicense or agreement or purchase money arrangement, capitalized lease obligation or similar arrangement or require the consent of any Person or create a right of termination in favor of any other party thereto (other than a Loan Party or any of its subsidiaries) after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or equivalent law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Uniform Commercial Code or equivalent law notwithstanding such prohibition; (vii) assets that are (x) prohibited by applicable law, rule or regulation or require governmental (including regulatory) consent, approval, license or authorization to pledge such assets or (y) contractually prohibited on the Effective Date or the date of acquisition of such asset (or on the date an Excluded Subsidiary becomes a Loan Party by guaranteeing the Obligations) from pledging such assets, so long as such prohibition is not created in contemplation of such transaction, and unless such consent, approval, license or authorization has been received, in each case, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code and other applicable requirements of law; (viii) any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act and any other Intellectual Property in any jurisdiction where such pledge or security interest would cause the invalidation or abandonment of such Intellectual Property under applicable law; (ix) accounts primarily holding funds received from insurance companies in connection with the third party claims of management and handling business of the Borrower and the Restricted Subsidiaries (together with the funds held in such accounts); (x) Excluded Deposit

Accounts; (xi) Excluded Securities Accounts; (xii) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in favor of the Administrative Agent in such licenses, franchises, charters or authorizations are prohibited or restricted thereby or under applicable law, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code and other applicable requirements of law; provided that in the event of the termination or elimination of any such prohibition or restriction contained in any applicable license, franchise, charter or authorization or applicable law, a security interest in such licenses, franchises, charters or authorizations shall be automatically and simultaneously granted under the applicable Security Documents and such license, franchise, charter or authorization shall be included as Collateral; (xiii) assets of Loan Parties located in any jurisdiction outside of the United States (but excluding (1) Equity Interests of any Foreign Subsidiary or any other Person organized in a jurisdiction outside of the United States and (2) assets owned by a Loan Party organized under the laws of the United States in which a security interest can be perfected by the filing of a Uniform Commercial Code financing statement or by delivery of certificates evidencing Equity Interests); (xiv) (A) voting Equity Interests in excess of 65% of the issued and outstanding voting Equity Interests and (B) to the extent such pledge would result in material adverse tax consequences (as determined by the Borrower in its reasonable judgment in consultation with the Administrative Agent), non-voting Equity Interests in excess of 65% of the issued and outstanding non-voting Equity Interests, in each case of any CFC or any Foreign Subsidiary Holding Company that is directly owned by any Loan Party that is a (or is disregarded as separate from a) U.S. Person and (xv) those assets as to which the Administrative Agent and the Borrower reasonably agree that the cost or other consequences of obtaining such a security interest or perfection thereof are excessive in relation to the benefit to the Lenders of the security to be afforded thereby.

"Excluded Refinanced Debt" has the meaning assigned to such term in the definition of "Refinancing Indebtedness".

"Excluded Securities Account" shall mean (a) any securities account the funds in which are used primarily for the payment of salaries and wages, workers' compensation and similar expenses in the ordinary course of business and (b) any securities account the funds or assets in which consist solely of (i) funds or assets held by the Borrower or any Restricted Subsidiary in trust for any director, officer or employee of the Borrower or any Restricted Subsidiary or any employee benefit plan maintained by the Borrower or any Restricted Subsidiary or (ii) funds or assets representing deferred compensation for the directors and employees of the Borrower or any Restricted Subsidiary.

"Excluded Sources" means (a) proceeds of any incurrence or issuance of Long-Term Indebtedness or Capital Lease Obligations and (b) proceeds of any issuance or sale of Equity Interests in any member of the Restricted Group (other than issuances or sales of Equity Interests to a member of the Restricted Group) or any capital contributions to any member of the Restricted Group (other than any capital contributions made by a member of the Restricted Group).

"Excluded Subsidiary" shall mean (a) each Subsidiary of the Borrower designated by the Borrower for the purpose of this clause (a) from time to time, for so long as any such Subsidiary does not constitute a Material Subsidiary as of the most recently ended four fiscal quarters of the Borrower; provided that if such Subsidiary would constitute a Material Subsidiary as of the end of such four fiscal quarter period, the Borrower shall cause such Subsidiary to become a Loan Party pursuant to Section 5.12, (b) each Subsidiary that is not a wholly owned Subsidiary or otherwise constitutes a joint venture (for so long as such Subsidiary remains a non-

wholly owned Subsidiary or joint venture), (c) each Subsidiary that is prohibited by any applicable law, regulation or contract to provide the Guarantee required by the Collateral and Guarantee Requirement (so long as any such contractual restriction is not incurred in contemplation of such Person becoming a Subsidiary) (unless such prohibition is removed or any necessary consent, approval, waiver or authorization has been received), or would require governmental (including regulatory) consent, approval, license or authorization to provide such Guarantee, unless such consent, approval, license or authorization has been received (and for so long as such restriction or any replacement or renewal thereof is in effect), (d) each Unrestricted Subsidiary, (e) any special purpose entity or broker-dealer entity, (f) any Subsidiary to the extent that the guarantee of the Obligations by such entity would result in adverse tax or accounting consequences that are not de minimis (as determined by the Borrower in its reasonable judgment in consultation with the Administrative Agent), (g) any Captive Insurance Subsidiary, (h) any non-profit Subsidiary, (i) any Subsidiary of the Borrower that is, or would become as a result of providing the Guarantee required by the Collateral and Guarantee Requirement, an "investment company" as defined in, or subject to regulation under, the Investment Company Act (j) any Foreign Subsidiary, CFC or Foreign Subsidiary Holding Company or any U.S. Subsidiary of any CFC or (k) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent and the Borrower, the cost, burden, difficulty or other consequence of guaranteeing the Obligations shall be excessive in view of the benefits to be obtained by the Secured Parties therefrom; provided that a Subsidiary that has become a Designated Subsidiary shall not constitute an Excluded Subsidiary.

"Excluded Swap Guarantor" means the Borrower or any other Loan Party all or a portion of whose Guarantee of, or grant of a security interest to secure, any Swap Obligation (or any Guarantee 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).

"Excluded Swap Obligations" means, with respect to the Borrower, or any other Loan Party, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of the Borrower or such other Loan Party of, or the grant by the Borrower or such other Loan Party of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or 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 Party'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 Guarantee of such Loan Party 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 Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by the

Borrower under Section 2.19(b) or 9.02(c)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 2.17, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender acquired the applicable interest in a Loan or Commitment or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 2.17(f) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Maturity Date" has the meaning assigned to such term in Section 2.22(a).

"Existing Revolving Borrowings" has the meaning assigned to such term in Section 2.21(d).

"Extension Effective Date" has the meaning assigned to such term in Section 2.22(a).

"Fair Market Value" or "fair market value" means, with respect to any asset or group of assets on any date of determination, the value of the consideration obtainable in a sale of such asset at such date of determination assuming a sale by a willing seller to a willing purchaser dealing at arm's length and arranged in an orderly manner over a reasonable period of time taking into account the nature and characteristics of such asset, as reasonably determined by the Borrower in good faith.

"FATCA" means Sections 1471 through 1474 of the Code, as of the Effective Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention entered into in connection with the implementation of such Sections of the Code (or any such amended or successor version thereof).

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, *provided* that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

"Fee Letters" shall mean the Amended and Restated Arranger Fee Letter, dated October 21, 2025, originally dated July 21, 2025, among each Arranger and the Borrower.

"Financial Covenant Calculation Purposes" has the meaning assigned to such term in the definition of "Pro Forma Basis".

"Financial Covenant Event of Default" has the meaning assigned to such term in Section 7.01(d).

"Financial Officer" means, with respect to any Person, the chief financial officer, principal accounting officer, treasurer or controller of such Person, or any other officer of such Person performing the duties that are customarily performed by a chief financial officer, principal accounting officer, treasurer or controller and with respect to limited liability companies that do

not have officers, the manager, sole member, managing member or general partner thereof, the chief financial officer, principal accounting officer, treasurer, assistant treasurer or controller of such Person, or any other officer of such Person performing the duties that are customarily performed by a chief financial officer, principal accounting officer, treasurer or controller.

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

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

"Foreign Benefit Event" means, with respect to any Foreign Pension Plan, (a) the failure to make or, if applicable, accrue in accordance with normal accounting practices, any employer or employee contributions under Requirements of Law or by the terms of such Foreign Pension Plan; (b) the failure to register or loss of good standing with applicable regulatory authorities of any such Foreign Pension Plan required to be registered; (c) the failure of any Foreign Pension Plan to comply with any material Requirements of Law or with the material terms of such Foreign Pension Plan; or (d) the receipt of a notice by a Governmental Authority relating to the intention to terminate any such Foreign Pension Plan or to appoint a trustee or similar official to administer any such Foreign Pension Plan, or alleging the insolvency of any such Foreign Pension Plan, in each case, which would reasonably be expected to result in the Borrower or any Restricted Subsidiary becoming subject to a material funding or contribution obligation with respect to such Foreign Pension Plan.

"Foreign Lender" means a Lender that is not a U.S. Person for U.S. federal income tax purposes.

"Foreign Pension Plan" means any plan, trust, insurance contract, fund (including, without limitation, any superannuation fund) or other similar program established or maintained by the Borrower or any one or more of its Restricted Subsidiaries primarily for the benefit of employees or other service providers of the Borrower or such Restricted Subsidiaries, as applicable, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA or the Code.

"Foreign Prepayment Event" has the meaning assigned to such term in Section 2.11(e).

"Foreign Subsidiary" means each Subsidiary that is not a U.S. Subsidiary.

"Foreign Subsidiary Holding Company" means any Subsidiary that owns (directly or indirectly) no material assets other than capital stock (including any debt instrument treated as equity for U.S. federal income tax purposes) of one or more CFCs or other Foreign Subsidiary Holding Companies. For the avoidance of doubt, Athens Canada Materials NewCo

ULC and Athens Canada Advanced Materials TC ULC are Foreign Subsidiary Holding Companies.

"Form 10" means the registration statement on Form 10 originally filed by the Borrower with the SEC on August 10, 2025 and as may be further amended after the date thereof pursuant to the terms hereof.

"GAAP" means generally accepted accounting principles in the United States of America, as in effect from time to time (unless the Borrower elects to change to IFRS pursuant to Section 1.07, upon the effective date of which GAAP shall subsequently refer to IFRS); provided, however, that if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower 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.

"Global Intercompany Note" means the global intercompany note substantially in the form of Exhibit F pursuant to which intercompany obligations and advances owed by any Loan Party are subordinated to the Obligations.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether State or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supranational bodies exercising such powers or functions, such as the European Union or the European Central Bank).

"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 payable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or other obligation; provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount, as of any date of determination, of any Guarantee shall be the principal amount outstanding on such date of the Indebtedness or other obligation guaranteed thereby (or, in the case of (i) any Guarantee the terms of which limit the monetary exposure of the guarantor or (ii) any Guarantee of an obligation that does not have a principal amount, the maximum monetary exposure as of such date of the guarantor under such Guarantee (as determined, in the case of clause (i), pursuant to such terms or, in the case of clause (ii),

reasonably and in good faith by a Financial Officer of the Borrower)). The term "Guarantee" used as a verb has a corresponding meaning.

"Guarantee Agreement" means the Guarantee Agreement dated as of October 29, 2025 by and among the Administrative Agent and the Loan Parties from time to time party thereto, substantially in the form of Exhibit E, as may be amended, restated, amended and restated, supplemented or modified from time to time.

"Hazardous Materials" means all explosive, radioactive, hazardous or toxic substances, materials, wastes or other pollutants, including petroleum or petroleum by-products or distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, per- and polyfluoroalkyl substances, radon gas, chlorofluorocarbons and other ozone-depleting substances or toxic mold, or any or materials or substances which are defined or regulated as "toxic," or "hazardous," or words of similar import, pursuant to any Environmental Law.

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

"Honeywell" means Honeywell International Inc., a Delaware corporation.

"IFRS" means international financial reporting standards and interpretations issued by the International Accounting Standards Board or any successor thereto (or the Financial Accounting Standards Board, the Accounting Principles Board of the American Institute of Certified Public Accountants or any successor to either such Board, or the SEC, as the case may be), as in effect from time to time.

"Incremental Extensions of Credit" has the meaning assigned to such term in Section 2.21(a).

"Incremental Facility Amendment" has the meaning assigned to such term in Section 2.21(c).

"Incremental Facilities" has the meaning assigned to such term in Section 2.21(a).

"Incremental Revolving Commitment" has the meaning assigned to such term in Section 2.21(a).

"Incremental Revolving Loans" has the meaning assigned to such term in Section 2.21(a).

"Incremental Term Loans" has the meaning assigned to such term in Section 2.21(a).

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds,

debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding (x) trade accounts payable and other accrued or cash management obligations, in each case incurred in the ordinary course of business, (y) any earn-out obligation until after becoming due and payable and shown as a liability on the balance sheet of such Person in accordance with GAAP and (z) Taxes and other accrued expenses), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed by such Person, (f) all Guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (i) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (j) net obligations of such Person under any Hedging Agreement and (k) all Disqualified Equity Interests in such Person, valued, as of the date of determination, at the greater of (i) the maximum aggregate amount that would be payable upon maturity, redemption, repayment or repurchase thereof (or of Disqualified Equity Interests or Indebtedness into which such Disqualified Equity Interests are convertible or exchangeable) and (ii) the maximum liquidation preference of such Disqualified Equity Interests; provided that the term "Indebtedness" shall not include (A) deferred or prepaid revenue, (B) purchase price holdbacks in respect of a portion of the purchase price of an asset to satisfy warranty, indemnity or other unperformed obligations of the seller, (C) any obligations attributable to the exercise of appraisal rights and the settlement of any claims or actions (whether actual, contingent or potential) with respect thereto, (D) obligations in respect of any residual value guarantees on equipment leases, (E) any take-or-pay or similar obligation to the extent such obligation is not shown as a liability on the balance sheet of such Person in accordance with GAAP and (F) asset retirement obligations and obligations in respect of reclamation and workers' compensation (including pensions and retiree medical care). The amount of Indebtedness of any Person for purposes of clause (e) above shall (unless such Indebtedness has been assumed by such Person or such Person has otherwise become liable for the payment thereof) be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith. For the avoidance of doubt, indemnification obligations under the Tax Matters Agreement, in each case, shall not constitute Indebtedness.

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

"Indemnitee" has the meaning assigned to such term in Section 9.03(b).

"Inside Maturity Exception" means any Incremental Extensions of Credit that is designated by the Borrower as being incurred in reliance on this Inside Maturity Exception and is in an aggregate principal amount outstanding that does not exceed an amount equal to 50% of LTM Consolidated EBITDA.

"Intellectual Property" has the meaning assigned to such term in the Collateral Agreement.

"Intellectual Property Cross-License Agreement" means the Intellectual Property Cross-License Agreement, dated as of October 30, 2025, by and between Honeywell and the Borrower.

"Interest Election Request" means a request by the Borrower to convert or continue a Revolving Borrowing or Term B Borrowing in accordance with Section 2.07, which shall be in a form approved by the Administrative Agent and otherwise consistent with the requirements of Section 2.07.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December and (b) with respect to any Term Benchmark Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period.

"Interest Period" means, with respect to any Term Benchmark Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as the Borrower may elect; provided that (a) 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 (b) 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.

"Investment Company Act" means the United States Investment Company Act of 1940, as amended from time to time.

"Investments" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. The amount, as of any date of determination, of (a) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, minus any cash payments actually received by such investor representing interest in respect of such Investment (to the extent any such payment to be deducted does not exceed the remaining principal amount of such Investment and without duplication of amounts increasing the Available Amount), but without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (b) any Investment in the form of a Guarantee shall be 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 in good faith by a financial officer, (c) any Investment in the form of a transfer of Equity Interests or

other non-cash property by the investor to the investee, including any such transfer in the form of a capital contribution, shall be the fair market value (as determined in good faith by a Financial Officer) of such Equity Interests or other property as of the time of the transfer, minus any payments actually received by such investor representing a return of capital of, or dividends or other distributions in respect of, such Investment (to the extent such payments do not exceed, in the aggregate, the original amount of such Investment and without duplication of amounts increasing the Available Amount), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment, and (d) any Investment (other than any Investment referred to in clause (a), (b) or (c) above) by the specified Person in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any other Person shall be the original cost of such Investment (including any Indebtedness assumed in connection therewith), plus (i) the cost of all additions thereto and minus (ii) the amount of any portion of such Investment that has been repaid to the investor in cash as a repayment of principal or a return of capital, and of any cash payments actually received by such investor representing interest, dividends or other distributions in respect of such Investment (to the extent the amounts referred to in clause (ii) do not, in the aggregate, exceed the original cost of such Investment plus the costs of additions thereto and without duplication of amounts increasing the Available Amount), but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the date of such Investment. If an Investment involves the acquisition of more than one Person, the amount of such Investment shall be allocated among the acquired Persons in accordance with GAAP; provided that pending the final determination of the amounts to be so allocated in accordance with GAAP, such allocation shall be as reasonably determined by a Financial Officer.

"IRS" means the United States Internal Revenue Service.

"ISP" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

"Issuing Banks" means (a) JPMCB, (b) Goldman Sachs Bank USA, (c) Bank of America, N.A., (d) Barclays Bank PLC, (e) Citibank, N.A., (f) Deutsche Bank AG New York Branch, (g) Morgan Stanley Bank, N.A., (h) MUFG Bank, Ltd., (i) Royal Bank of Canada, (j) Wells Fargo Bank, National Association, (k) Banco Bilbao Vizcaya Argentaria, S.A. New York Branch, (l) BNP Paribas, (m) HSBC Bank USA, National Association, (n) Sumitomo Mitsui Banking Corporation, (o) Société Générale, (p) The Toronto-Dominion Bank, New York Branch and (q) UniCredit Bank GmbH, New York Branch and each Revolving Lender that shall have become an Issuing Bank hereunder as provided in Section 2.05(j) (other than any Person that shall have ceased to be an Issuing Bank as provided in Section 2.05(k)) , each in its capacity as an issuer of Letters of Credit hereunder. 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.

"JPMCB" means JPMorgan Chase Bank, N.A.

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

"Latest Maturity Date" means, at any time, the latest of the Maturity Dates in respect of the Classes of Loans and Commitments that are outstanding at such time.

"LC Commitment" means, as to each Issuing Bank, the amount set forth opposite such Issuing Bank's name on Schedule 2.01 under the caption "LC Sublimit" (as such amount may be increased from time to time as agreed by the Borrower and the applicable Issuing Bank) or, if a Issuing Bank has entered into an Assignment and Assumption with respect to such LC Commitment, set forth for such Issuing Bank in the Register as the Issuing Bank's "LC Commitment."

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time and (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. The LC Exposure of any Revolving Lender at any time shall be such Lender's Applicable Percentage of the aggregate LC Exposure at such time.

"LC Sublimit" means an amount equal to $500,000,000.

"LCT Election" means the Borrower's election to test the permissibility of a Limited Condition Transaction in accordance with the methodology set forth in Section 1.06.

"LCT Test Date" has the meaning specified in Section 1.06.

"Lender Presentation" means that certain lender presentation delivered by the Borrower to the Administrative Agent on September 14, 2025.

"Lender-Related Person" has the meaning specified in Section 9.03(d).

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption, an Incremental Facility Amendment or a Refinancing Facility Agreement, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment and Assumption.

"Letters of Credit" means any letter of credit (or with respect to any Issuing Bank, any bank guarantee (or similar instrument) as such Issuing Bank may in its sole discretion approve) denominated in dollars or in a Permitted Foreign Currency issued pursuant to this Agreement by an Issuing Bank under the Revolving Commitments, other than any such letter of credit that shall have ceased to be a "Letter of Credit" outstanding hereunder pursuant to Section 9.05.

"Lien" means, with respect to any asset, (a) any mortgage, lien, pledge, hypothecation, charge, security interest or other encumbrance in, on or of such asset or (b) the interest of a vendor or a lessor under any conditional sale agreement or title retention agreement (or any capital lease or financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; provided that in no event shall an operating lease be deemed to constitute a Lien.

"Limited Condition Transaction" means (i) any acquisition of any assets, business or person, or a merger or consolidation, in each case involving third parties, or similar Investment permitted hereunder (subject to Section 1.06) by the Borrower or one or more of the Restricted Subsidiaries, including by way of merger or amalgamation, whose consummation is

not conditioned on the availability of, or on obtaining, third party financing (or, if such condition does exist, the Borrower or any Restricted Subsidiary, as applicable, would be required to pay any fee, liquidated damages or other amount or be subject to any indemnity, claim or other liability as a result of such third party financing not having been available or obtained) or (ii) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of Indebtedness requiring irrevocable notice in advance of such redemption, repurchase, defeasance, satisfaction and discharge or repayment.

"Loan Document Obligations" means (a) the due and punctual payment by the Borrower of (i) the principal of and 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, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under this Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations of the Borrower under this Agreement and each of the other Loan Documents, including obligations to pay fees, expense reimbursement obligations (including with respect to attorneys' fees) and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and (b) the due and punctual payment of all the obligations of each other Loan Party under or pursuant to each of the Loan Documents (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

"Loan Documents" means this Agreement, any Incremental Facility Amendment, any Refinancing Facility Agreement, any Security Document, any agreement designating an additional Issuing Bank as contemplated by Section 2.05(j) and, except for purposes of Section 9.02, the Global Intercompany Note and any promissory notes delivered pursuant to Section 2.09(d) (and, in each case, any amendment, restatement, waiver, supplement or other modification to any of the foregoing) and any document designated as a Loan Document by the Administrative Agent and the Borrower.

"Loan Parties" means, collectively, the Borrower and each other Subsidiary that guarantees any Obligations or is a party to any Security Document (each such Subsidiary, a "Subsidiary Guarantor").

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement, including pursuant to any Incremental Facility Amendment or any Refinancing Facility Agreement.

"Local Time" means with respect to any Loan or Borrowing, New York City time.

"Long-Term Indebtedness" means any Indebtedness (excluding Indebtedness permitted by Section 6.01(a)(iv)) that, in accordance with GAAP, constitutes (or, when incurred, constituted) a long-term liability.

"LTM Consolidated EBITDA" means, as of any date of determination, the Consolidated EBITDA of the Borrower for the most recent period of four consecutive fiscal

quarters of the Borrower ended on or prior to such time (taken as one accounting period) in respect of which financial statements for each fiscal quarter or fiscal year in such period have been delivered pursuant to Section 5.01(a) or Section 5.01(b).

"Majority in Interest", when used in reference to Lenders of any Class, means, at any time, (a) in the case of the Revolving Lenders, Lenders having Revolving Exposures and unused Revolving Commitments representing more than 50% of the sum of the Aggregate Revolving Exposure and the unused Aggregate Revolving Commitment at such time and (b) in the case of the Term Lenders of any Class, Lenders holding outstanding Term Loans of such Class representing more than 50% of the aggregate principal amount of all Term Loans of such Class outstanding at such time; provided that whenever there are one or more Defaulting Lenders, the total outstanding Term Loans and Revolving Exposures of, and the unused Commitments of, each Defaulting Lender of any Class shall be excluded for purposes of making a determination of Majority in Interest.

"Market Capitalization" means an amount equal to (a) the sum of (i) the total number of issued and outstanding shares of common stock of Solstice Advanced Materials Inc. on the date of the declaration of a Restricted Payment permitted pursuant to clause (a)(vi) of Section 6.08 multiplied by (ii) the arithmetic mean of the closing prices per share of such shares on the principal securities exchange on which such shares are traded for the 30 consecutive trading days immediately preceding the date of declaration of such Restricted Payment.

"Material Acquisition" means shall mean any acquisition or acquisitions of (a) equity interests in any Person if, after giving effect thereto, such Person will become a Subsidiary or (b) assets comprising all or substantially all the assets of (or all or substantially all the assets constituting a business unit, division, product line, line of business, and/or some combination of the foregoing, of) any Person; provided that the aggregate consideration therefor (including Indebtedness assumed in connection therewith, all obligations in respect of the deferred purchase price therefor (including obligations under any purchase price adjustment but excluding earn-out or similar payments) and all other consideration payable in connection with such acquisition or series of related transactions (including payment obligations in respect of noncompetition agreements or other arrangements representing acquisition consideration)) equals or exceeds $250,000,000, which aggregate consideration may be calculated, at the Borrower's election, as the aggregate consideration of up to three (3) unrelated acquisitions or unrelated series of related acquisitions which occurred during the last six months immediately preceding the Material Acquisition Step-Up Period; provided, further, that, for the avoidance of doubt, any series of related acquisitions shall only count as one (1) acquisition for the purposes of this definition.

"Material Acquisition Step-Up Period" has the meaning specified in Section 6.13.

"Material Adverse Effect" means a material adverse effect on (a) the business, financial condition or results of operations of the Borrower and the Restricted Subsidiaries, taken as a whole, (b) the ability of the Loan Parties (taken as a whole) to perform their material obligations to the Lenders or the Administrative Agent under this Agreement or any other Loan Document or (c) the material rights of, or remedies available to, the Administrative Agent or the Lenders under this Agreement or any other Loan Document.

"Material Indebtedness" means Indebtedness (other than the Loans, the Letters of Credit and the Guarantees under the Loan Documents), or obligations in respect of one or more Hedging Agreements, of any one or more of the Borrower and the Restricted Subsidiaries in an

aggregate principal amount exceeding $75,000,000. For purposes of determining Material Indebtedness, (i) the "principal amount" of the obligations of the Borrower or any Restricted Subsidiary in respect of any Hedging Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or such Restricted Subsidiary would be required to pay if such Hedging Agreement were terminated at such time and (ii) the "principal amount" of the obligations of the Borrower or any Restricted Subsidiary in respect of any Additional Letter of Credit Facility at any time shall be the greater of (x) the commitments under such facility to issue letters of credit and (y) the outstanding face amount of letters of credit issued under such facility.

"Material Intellectual Property" means any Intellectual Property that is material to the operation of the business of the Borrower and its Restricted Subsidiaries, taken as a whole.

"Material Real Property" means any fee-owned real property located in the United States (i) specified in Schedule 1.02 or (ii) with a Fair Market Value of more than $50,000,000 that is acquired after the Effective Date by any Loan Party or owned by a Subsidiary that becomes a Loan Party pursuant to Section 5.12.

"Material Subsidiary" means each Restricted Subsidiary (a) the Consolidated Total Assets of which equal 5.0% or more of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries or (b) the consolidated revenues of which equal 5.0% or more of the consolidated revenues of the Borrower and the Restricted Subsidiaries, in each case as of the end of or for the most recent period of four consecutive fiscal quarters of the Borrower for which financial statements have been delivered pursuant to Section 5.01(a) or 5.01(b) (or, prior to the first delivery of any such financial statements, as of the end of or for the period of four consecutive fiscal quarters of the Borrower most recently ended prior to the date of this Agreement); provided that if, at the end of or for any such most recent period of four consecutive fiscal quarters, the combined Consolidated Total Assets or combined consolidated revenues of all Restricted Subsidiaries that under clauses (a) and (b) above would not constitute Material Subsidiaries shall have exceeded 10% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries or 10% of the consolidated revenues of the Borrower and the Restricted Subsidiaries, respectively, then one or more of such excluded Restricted Subsidiaries shall for all purposes of this Agreement be designated by the Borrower to be Material Subsidiaries, until such excess shall have been eliminated.

"Maturity Date" means the Revolving Maturity Date, the Term B Maturity Date or the maturity date with respect to any Class of Incremental Term Loans, as the context requires (or if such date is not a Business Day, the immediately preceding Business Day).

"Maturity Date Extension Request" means a request by the Borrower, substantially in the form of Exhibit I hereto or such other form as shall be approved by the Administrative Agent, for the extension of the applicable Maturity Date pursuant to Section 2.22.

"Maximum Rate" has the meaning assigned to such term in Section 9.13.

"Metropolis Property" means the property located at 2768 US Hwy 45, North Metropolis, Illinois, 62960.

"MFN Provision" has the meaning assigned to such term in Section 2.21.

"MNPI" means material information concerning the Borrower, any Subsidiary or any Affiliate of any of the foregoing or their respective securities that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD under the Securities Act and the Exchange Act. For purposes of this definition, "material information" means information concerning the Borrower, the Subsidiaries or any Affiliate of any of the foregoing or any of their respective securities that could reasonably be expected to be material for purposes of the United States Federal and State securities laws and, where applicable, foreign securities laws.

"Moody's" means Moody's Investors Service, Inc., and any successor to its rating agency business.

"Mortgage" means a mortgage, deed of trust or other security document granting a Lien on any Mortgaged Property owned by Loan Party to secure the Obligations. Each Mortgage shall be reasonably satisfactory in form and substance to the Administrative Agent.

"Mortgaged Property" means, initially, each parcel of Material Real Property existing on the Effective Date, if any, and identified on Schedule 1.02 and thereafter, each parcel of Material Real Property with respect to which a Mortgage is required to be granted pursuant to Section 5.12 or 5.13, as applicable; provided that no Mortgages with respect to any Mortgaged Property may be released other than as expressly permitted by Section 9.14, notwithstanding if such Mortgaged Property becomes Excluded Property by reason of decrease of its fair market value below $50,000,000.

"Multiemployer Plan" means a "multiemployer plan", as defined in Section 4001(a)(3) of ERISA, and in respect of which the Borrower or any of its ERISA Affiliates makes or is obligated to make contributions or with respect to which any of them has any ongoing obligation or liability, contingent or otherwise.

"Net Proceeds" means, with respect to any event, (a) the cash proceeds received in respect of such event, including (i) any cash received in respect of any non-cash proceeds (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment or earnout, but excluding any interest payments), but only as and when received, (ii) in the case of a casualty, insurance proceeds and (iii) in the case of a condemnation or similar event, condemnation awards and similar payments, minus (b) the sum, without duplication, of (i) all fees and out-of-pocket expenses paid in connection with such event by the Restricted Group (including attorney's fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, underwriting discounts and commissions, other customary expenses and brokerage, consultant, accountant and other customary fees), (ii) in the case of a sale, transfer, lease or other disposition of an asset (including pursuant to a sale and leaseback transaction or a casualty or a condemnation or similar proceeding), (x) the amount of all payments that are permitted hereunder and are made by the Restricted Group as a result of such event to repay Indebtedness (other than the Loans) secured by such asset or otherwise subject to mandatory prepayment as a result of such event, (y) the pro rata portion of net cash proceeds thereof attributable to minority interests and not available for distribution to or for the account of the Borrower and the Restricted Subsidiaries as a result thereof and (z) the amount of any liabilities directly associated with such asset and retained by the Borrower or any Restricted Subsidiary and including pension and other post-employment benefit liabilities and liabilities related to environmental matters, and (iii) the amount of all taxes paid (or reasonably estimated to be payable), and the amount of any reserves established in accordance with GAAP to fund

purchase price adjustment, indemnification and other liabilities (other than any earnout obligations, but including pension and other post-employment benefit liabilities and liabilities related to environmental matters) reasonably estimated to be payable, as a result of the occurrence of such event (including, without duplication of the foregoing, the amount of any distributions in respect thereof pursuant to Section 6.08(a)(xiii)) (as determined reasonably and in good faith by a Financial Officer of the Borrower). For purposes of this definition, in the event any contingent liability reserve established with respect to any event as described in clause (b)(iii) above shall be reduced, the amount of such reduction shall, except to the extent such reduction is made as a result of a payment having been made in respect of the contingent liabilities with respect to which such reserve has been established, be deemed to be receipt, on the date of such reduction, of cash proceeds in respect of such event.

"Net Working Capital" means, at any date, (a) the consolidated current assets of the Restricted Group as of such date (excluding cash and Permitted Investments) minus (b) the consolidated current liabilities of the Restricted Group as of such date (excluding current liabilities in respect of Indebtedness). Net Working Capital at any date may be a positive or negative number. Net Working Capital increases when it becomes more positive or less negative and decreases when it becomes less positive or more negative.

"Non-Consenting Lender" means a Lender whose consent to a Proposed Change is not obtained.

"Non-Guarantor Debt Basket" means a shared basket in an amount not to exceed the greater of (x) $500,000,000 and (y) 50% of LTM Consolidated EBITDA at any time outstanding that may be used for (A) the incurrence of certain Indebtedness by Restricted Subsidiaries that are not Loan Parties under Sections 6.01(a)(xii), 6.01(a)(xix) and 6.01(a)(xx) and (B) Secured Cash Management Obligations of any Restricted Subsidiary that is not a Loan Party.

"Non-Guarantor Investment Basket" means a shared basket in an amount not to exceed the greater of (x) $500,000,000 and (y) 50% of LTM Consolidated EBITDA at any time outstanding that may be used for (A) certain Investments permitted under Sections 6.04(b), 6.04(e), 6.04(f), 6.04(g) and 6.04(r) and (B) certain Guarantees permitted under Section 6.04(g) (without duplication of amounts previously included or utilized under clause (A) above).

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); *provided* that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"NYFRB's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"Obligations" means, collectively, (a) all the Loan Document Obligations of the Loan Parties, (b) all the Secured Cash Management Obligations of the Loan Parties, (c) all the

Secured Hedging Obligations of the Loan Parties, (d) all Secured Supply Chain Financing Obligations and (e) all Secured Additional Letter of Credit Facility Obligations. For the avoidance of doubt, Obligations shall not include any Excluded Swap Obligations. Notwithstanding the foregoing, the Secured Cash Management Obligations, Secured Hedging Obligations, Secured Supply Chain Financing Obligations and Secured Additional Letter of Credit Facility Obligations shall be guaranteed and secured pursuant to the Loan Documents only to the extent and for so long as the Loan Document Obligations are so secured and guaranteed.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

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

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.19(b)).

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Term Benchmark borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

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

"Participant Register" has the meaning assigned to such term in Section 9.04(c).

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

"Perfection Certificate" means a certificate in the form of Exhibit D or any other form approved by the Administrative Agent.

"Permitted Acquisition" means, the purchase or other acquisition by the Borrower or a Restricted Subsidiary permitted under Section 6.04 (in one transaction or a series of related transactions) of all or substantially all of the property and assets or business of any Person or of assets constituting a business unit, a line of business or division of such Person, or the Equity Interests in a Person that, upon the consummation thereof, will be a Restricted Subsidiary (or, in the case of a merger or consolidation, the surviving Person is the Borrower or a Restricted Subsidiary of the Borrower) or, in the case of a purchase or acquisition of assets (other than Equity Interests), will be owned by the Borrower or a Restricted Subsidiary of the Borrower; *provided* that, immediately before and immediately after giving pro forma effect to any such

purchase or other acquisition, no Event of Default shall have occurred and be continuing under Section 7.01 (a), (b), (h) or (i).

"Permitted Encumbrances" means, with respect to any Person:

(a) Liens imposed by law for Taxes, assessments or governmental charges that (i) are not yet overdue for a period of more than 30 days or not subject to penalties for nonpayment, (ii) are being contested in good faith by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP or (iii) are for property taxes on property such Person or one of its subsidiaries has determined to abandon if the sole recourse for such tax, assessment, charge, levy or claim is to such property;

(b) Liens with respect to outstanding motor vehicle fines and carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlords', construction contractors' and other like Liens imposed by law or landlord liens specifically created by contract, arising in the ordinary course of business and securing obligations that are not overdue by more than 45 days or are being contested in good faith by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP or other Liens arising out of or securing judgments or awards against such Person with respect to which such Person shall be proceeding with an appeal or other proceedings for review if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) pledges and deposits made (i) in the ordinary course of business in compliance with workers' compensation, unemployment insurance, health, disability or employee benefits and other social security laws or similar legislation or regulations and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Borrower or any subsidiary of the Borrower in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(d) pledges and deposits made (i)(x) to secure the performance of bids, tenders, trade contracts (other than for payment of Indebtedness), governmental contracts, leases (other than Capital Lease Obligations), public or statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations), in each case in the ordinary course of business and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Borrower or any subsidiary of the Borrower in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(e) judgment and attachment liens in respect of judgments that do not constitute an Event of Default under clause (k) of Section 7.01 and notices of *lis pendens* and associated rights related to litigation being contested in good faith by appropriate proceedings and for which adequate reserves have been made;

(f) easements, survey exceptions, charges, ground leases, protrusions, encroachments on use of real property or reservations of, or rights of others for, licenses, servitudes, sewers, electric lines, drains, telegraph and telephone and cable television lines, gas and oil pipelines and other similar purposes, 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 real property, servicing agreements, site plan agreements, developments agreements, contract zoning agreements, subdivision agreements, facilities sharing agreements, cost sharing agreements and

other agreements pertaining to the use or development of any of the real property of the Borrower and the Restricted Subsidiaries, restrictions, rights-of-way and similar encumbrances (including, without limitation, minor defects or irregularities in title and similar encumbrance) on real property imposed by law or arising in the ordinary course of business that do not individually or in the aggregate materially interfere with the ordinary conduct of business of the Borrower or any Subsidiary, or which are set forth in the title insurance policy delivered with respect to the Mortgaged Property and are "insured over" in such insurance policy;

(g) leases, subleases, licenses, sublicenses, occupancy agreements or assignments of or in respect of real or personal property;

(h) banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with depository institutions and securities accounts and other financial assets maintained with a securities intermediary; provided that such deposit accounts or funds and securities accounts or other financial assets are not established or deposited for the purpose of providing collateral for any Indebtedness;

(i) Liens arising by virtue of Uniform Commercial Code financing statement filings (or similar filings under applicable law) regarding operating leases, accounts or consignments entered into by the Borrower and the Restricted Subsidiaries or purported Liens evidenced by filings of precautionary Uniform Commercial Code (or similar filings under applicable law) financing statements or similar public filings;

(j) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 (or the applicable corresponding section) of the Uniform Commercial Code in effect in the relevant jurisdiction covering only the items being collected upon;

(k) (i) Liens representing any interest or title of a licensor, lessor or sublicensor or sublessor, or a licensee, lessee or sublicensee or sublessee, in the property or rights (other than Intellectual Property) subject to any lease, sublease, license or sublicense or concession agreement held by the Borrower or any Restricted Subsidiary in the ordinary course of business and (ii) deposits of cash with the owner or lessor of premises leased and operated by the Borrower or any of its Subsidiaries in the ordinary course of business of the Borrower and such Subsidiary to secure the performance of the Borrower's or such Subsidiary's obligations under the terms of the lease for such premises;

(l) 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;

(m) Liens that are contractual rights of set-off;

(n) Liens (i) of a collection bank arising under Section 4-208 of the New York Uniform Commercial Code or Section 4-210 of the Uniform Commercial Code applicable in other States on items in the course of collection, (ii) attaching to pooling accounts, commodity trading accounts or other commodity brokerage accounts incurred in the ordinary course of business, or (iii) in favor of a banking or other financial institutions or entities, or electronic payment service providers, arising as a matter of law or under general terms and conditions encumbering deposits, deposit accounts, securities accounts, cash management arrangements (including the right of set-off and netting arrangements) or other funds maintained with such institution or in connection with the issuance of letters of credit, bank guarantees or other similar instruments and which are within the general parameters customary in the banking or finance

industry;

(o) Liens encumbering customary initial deposits and margin deposits and similar Liens attaching to brokerage accounts incurred in the ordinary course of business and not for speculative purposes;

(p) [reserved];

(q) Liens on specific items of inventory or other goods and proceeds of any Person securing such Person's accounts payable or similar obligations in respect of bankers' acceptances or letters of credit entered into in the ordinary course of business issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(r) deposits made or other security provided in the ordinary course of business to secure liability to insurance brokers, carriers, underwriters or under self-insurance arrangements in respect of such obligations;

(s) Liens on the Equity Interests or other securities of Unrestricted Subsidiaries to the extent securing obligations of such Unrestricted Subsidiaries, which obligations shall be non-recourse to the Restricted Group;

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

(u) Liens on accounts receivable and related assets of the type specified in the definition of "Permitted Receivables Facility Assets" incurred and transferred in connection with a Permitted Receivables Facility, including Liens on such receivables resulting from precautionary Uniform Commercial Code (or equivalent statutes) filings or from recharacterization of any such sale as a financing or loan;

(v) non-exclusive licenses or sublicenses of Intellectual Property granted in the ordinary course of business or other licenses or sublicenses of Intellectual Property granted in the ordinary course of business that do not materially interfere with the business of the Borrower or any Restricted Subsidiary;

(w) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto or on funds received from insurance companies on account of third party claims handlers and managers;

(x) agreements to subordinate any interest of the Borrower or any Restricted Subsidiary in any accounts receivable or other proceeds arising from consignment of inventory by the Borrower or any Restricted Subsidiary pursuant to an agreement entered into in the ordinary course of business;

(y) with respect to any entities that are not Loan Parties, other Liens and privileges arising mandatorily by law;

(z) Liens arising pursuant to Section 107(l) of the Comprehensive Environmental Response, Compensation and Liability Act or similar lien provision of any other environmental statute;

(aa) Liens on cash or Permitted Investments securing Hedging Agreements in the ordinary course of business submitted for clearing in accordance with applicable Requirements of Law;

(bb) rights of recapture of unused real property (other than any Material Real Property of Loan Parties) in favor of the seller of such property set forth in customary purchase agreements and related arrangements with any Governmental Authority;

(cc) Liens on the property of (x) any Loan Party in favor of any other Loan Party and (y) any Restricted Subsidiary that is not a Loan Party in favor of the Borrower or any Restricted Subsidiary;

(dd) Liens or security given to public utilities or to any municipality or Governmental Authority when required by the utility, municipality or Governmental Authority in connection with the supply of services or utilities to the Borrower and any other Restricted Subsidiaries; and

(ee) receipt of progress payments and advances from customers in the ordinary course of business to the extent the same creates a Lien on the related inventory and proceeds thereof.

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness, other than Liens referred to in clauses (c), (d), (s), (u) and (cc) above.

"Permitted Foreign Currency" means, (a) with respect to any Revolving Loan, any foreign currency reasonably requested by the applicable Borrower from time to time and in which each Revolving Lender has agreed, in accordance with its policies and procedures in effect at such time, to lend Revolving Loans and (b) with respect to any Letter of Credit, any foreign currency included in clause (a) that is reasonably requested by the applicable Borrower from time to time and that has been agreed to by the applicable Issuing Bank.

"Permitted Foreign Currency Equivalent" means, for any amount of any Permitted Foreign Currency, at the time of determination thereof, (a) if such amount is expressed in such Permitted Foreign Currency, such amount and (b) if such amount is expressed in dollars, the equivalent of such amount in such Permitted Foreign Currency determined by using the rate of exchange for the purchase of such Permitted Foreign Currency with dollars last provided (either by publication or otherwise provided to the Administrative Agent) by the applicable Reuters source on the Business Day (New York City time) immediately preceding the date of determination or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of such Permitted Foreign Currency with dollars, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Administrative Agent in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in dollars as determined by the Administrative Agent using any method of determination it deems appropriate in its sole discretion).

"Permitted Investments" means:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, (i) the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), (ii)

England and Wales, (iii) Canada or (iv) Switzerland, in each case maturing within one year from the date of acquisition thereof;

(b) investments in commercial paper and variable and fixed rate notes maturing within 12 months from the date of acquisition thereof and having, at such date of acquisition, a rating of at least A-2 by S&P or P-2 by Moody's;

(c) investments in certificates of deposit, banker's acceptances and demand or time deposits, in each case maturing within 12 months from the date of acquisition thereof, issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof that has a combined capital and surplus and undivided profits of not less than $500,000,000;

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

(e) "money market funds" that (i) comply with the criteria set forth in Rule 2a-7 of the Investment Company Act, (ii) are rated AAA- by S&P and Aaa3 by Moody's and (iii) have portfolio assets of at least $5,000,000,000;

(f) asset-backed securities rated AAA by Moody's or S&P, with weighted average lives of 12 months or less (measured to the next maturity date);

(g) readily marketable direct obligations issued by any state, commonwealth or territory of the United States, England and Wales, Canada or Switzerland or any political subdivision or taxing authority thereof having a rating equal to or higher than Baa3 (or the equivalent) by Moody's or BBB- (or the equivalent) by S&P, and in each such case with a "stable" or better outlook, with maturities of 24 months or less from the date of acquisition;

(h) Investments with average maturities of 24 months or less from the date of acquisition in money market funds rated "AAA" (or the equivalent thereof) or better by S&P or "Aaa3" (or the equivalent thereof) or better by Moody's (or reasonably equivalent ratings of another internationally recognized rating agency);

(i) investment funds investing at least 95% of their assets in securities of the types described in clauses (a) through (h) above;

(j) in the case of any Non-U.S. Subsidiary, other short-term investments that are analogous to the foregoing, denominated in euros or any other foreign currency in each case of comparable credit quality and are customarily used by companies in the jurisdiction of such Non-U.S. Subsidiary for cash management purposes; and

(k) dollars, euros, Canadian dollars, pounds sterling, Swiss francs, any Permitted Foreign Currency or any other readily tradable currency held by it from time to time in the ordinary course of business of the Borrower or any of its Restricted Subsidiaries.

"Permitted Receivables Facility" means one or more receivables facilities created under the Permitted Receivables Facility Documents providing for (a) the factoring, sale or pledge by one or more of the Borrower or a Restricted Subsidiary (each a "Receivables Seller")

of Permitted Receivables Facility Assets (thereby providing financing to the Receivables Sellers) to the Receivables Entity (either directly or through another Receivables Seller), which in turn shall sell or pledge interests in the respective Permitted Receivables Facility Assets to third-party lenders or investors pursuant to the Permitted Receivables Facility Documents (with the Receivables Entity permitted to issue investor certificates, purchased interest certificates or other similar documentation evidencing interests in the Permitted Receivables Facility Assets) in return for the cash used by the Receivables Entity to purchase the Permitted Receivables Facility Assets from the respective Receivables Sellers or (b) the factoring, sale or pledge by one or more Receivables Sellers of Permitted Receivables Facility Assets to third-party lenders or investors pursuant to the Permitted Receivables Facility Documents in connection with receivables-backed financing programs, in each case as more fully set forth in the Permitted Receivables Facility Documents; provided that in each case of clause (a) and clause (b), such facilities are not recourse to or obligates the Borrower or any Restricted Subsidiary in any way other than pursuant to Standard Securitization Undertakings.

"Permitted Receivables Facility Assets" means (i) accounts receivables (whether now existing or arising in the future) of Subsidiaries which are transferred or pledged to the Receivables Entity pursuant to the Permitted Receivables Facility and any related Permitted Receivables Facility Assets which are also so transferred or pledged to the Receivables Entity and all proceeds thereof and (ii) loans to Subsidiaries secured by accounts receivables (whether now existing or arising in the future) of the Borrower and the Restricted Subsidiaries which are made pursuant to the Permitted Receivables Facility.

"Permitted Receivables Facility Documents" means each of the documents and agreements entered into in connection with the Permitted Receivables Facility, including all documents and agreements relating to the issuance, funding and/or purchase of certificates and purchased interests, all of which documents and agreements shall be in form and substance reasonably customary for transactions of this type.

"Permitted Second Priority Refinancing Debt" shall mean any secured Indebtedness incurred by the Borrower in the form of one or more series of senior secured notes or loans; provided that (i) such Indebtedness is secured by the Collateral on a second lien, subordinated basis to the Obligations and is not secured by any property or assets of the Borrower or any Restricted Subsidiary other than the Collateral, (ii) such Indebtedness constitutes Refinancing Term Loan Indebtedness in respect of Term Loans (including portions of Classes of Term Loans), (iii) the security agreements relating to such Indebtedness are not materially more favorable (when taken as a whole) to the lenders or holders providing such Indebtedness than the existing Security Documents are to the Lenders, (iv) such Indebtedness is not guaranteed by any Restricted Subsidiaries other than the Loan Parties and (v) the holders of, or an agent, trustee or note agent acting on behalf of the holders of, such Indebtedness shall have become party to an Acceptable Intercreditor Agreement.

"Permitted Unsecured Refinancing Debt" shall mean unsecured Indebtedness incurred by the Borrower in the form of one or more series of senior or subordinated unsecured notes or loans; provided that (i) such Indebtedness constitutes Refinancing Term Loan Indebtedness in respect of Term Loans (including portions of Classes of Term Loans), (ii) such Indebtedness is not guaranteed by any Subsidiaries other than the Loan Parties and (iii) such Indebtedness is not secured by any Lien or any property or assets of the Borrower or any Restricted Subsidiary.

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

"Plan" means any "employee pension benefit plan", as defined in Section 3(2) of ERISA (other than a Multiemployer Plan), that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which the Borrower or any of its 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.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

"Planned Expenditures" has the meaning assigned to such term in the definition of "Excess Cash Flow."

"Platform" has the meaning assigned to such term in Section 9.01(d).

"Prepayment Event" means:

(a) any non-ordinary course sale, transfer, lease or other disposition (including pursuant to a sale and leaseback transaction and by way of merger or consolidation) (for purposes of this defined term, collectively, "dispositions") of any asset of any member of the Restricted Group, other than (i) dispositions described in clauses (a) through (i) and (l) and (m) of Section 6.05 and (ii) other dispositions resulting in aggregate Net Proceeds not exceeding $100,000,000 for all such dispositions during any fiscal year of the Borrower;

(b) any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, any asset of any member of the Restricted Group with a fair market value immediately prior to such event equal to or greater than $50,000,000; or

(c) the incurrence by any member of the Restricted Group of any Indebtedness, other than Indebtedness permitted to be incurred under Section 6.01.

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Board of Governors in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Board of Governors (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Private-Siders" has the meaning assigned to such term in Section 9.17(b).

"Pro Forma Basis" means, with respect to the calculation of the financial covenants contained in Sections 6.12 and 6.13 or any other calculations hereunder or otherwise for purposes of determining the Consolidated Total Leverage Ratio, Consolidated Interest Expense, the Consolidated Secured Leverage Ratio, the Consolidated First Lien Leverage Ratio or Consolidated EBITDA as of any date, that such calculation shall give pro forma effect to all acquisitions, designations of Restricted Subsidiaries as Unrestricted Subsidiaries, all designations

of Unrestricted Subsidiaries as Restricted Subsidiaries, all issuances, incurrences or assumptions or repayments and prepayments of Indebtedness in connection therewith (with any such Indebtedness being deemed to be amortized over the applicable testing period in accordance with its terms) and all sales, transfers or other dispositions of any Equity Interests in a Restricted Subsidiary or all or substantially all assets of a Restricted Subsidiary or division or line of business of a Restricted Subsidiary outside the ordinary course of business (and any related prepayments or repayments of Indebtedness) that have occurred during (or, if such calculation is being made for the purpose of determining whether any Incremental Extension of Credit may be made, any designation under Section 5.17 is permitted or any event subject to Article VI is permitted, since the beginning of) the four consecutive fiscal quarter period of the Borrower most recently ended on or prior to such date as if they occurred on the first day of such four consecutive fiscal quarter period, including (I) on and after the Effective Date, solely for the purposes of the financial covenants contained in Sections 6.12 and 6.13 (including any other covenant or provision hereunder, in each case, which requires compliance or pro forma compliance with the financial covenants contained in Sections 6.12 and/or 6.13) (such purposes, collectively, the "Financial Covenant Calculation Purposes"), expected cost savings, operating expense reductions, and other synergies (excluding any revenue synergies) (in each case without duplication of amounts actually realized) to the extent (a) such cost savings, operating expense reductions, and other synergies (excluding any revenue synergies) would be permitted to be reflected in pro forma financial information complying with the requirements of Article 11 of Regulation S-X under the Securities Act (as in effect prior to January 1, 2021) as interpreted by the Staff of the SEC, and as certified by a Financial Officer of the Borrower or (b) in the case of an acquisition, restructuring, repositioning or other similar transaction, such cost savings, operating expense reductions, and other synergies (excluding any revenue synergies) are factually supportable and have been realized or are reasonably expected to be realized within 24 months following such acquisition, restructuring, repositioning or other similar transaction; provided that (i) the Borrower shall have delivered to the Administrative Agent a certificate of the chief financial officer of the Borrower certifying that such cost savings, operating expense reductions, and other synergies meet the requirements set forth in this clause (I)(b), together with reasonably detailed evidence in support thereof and (ii) if any cost savings, operating expense reductions, and other synergies included in any pro forma calculations based on the expectation that such cost savings, operating expense reductions, and other synergies are reasonably expected to be realized within 24 months following such acquisition, restructuring, repositioning or other similar transaction shall at any time cease to be reasonably expected to be so realized within such period, then on and after such time pro forma calculations required to be made hereunder shall not reflect such cost savings, operating expense reductions, and other synergies or (II) at any time (x) prior to the Effective Date or (y) on and after the Effective Date for any purpose (other than for the Financial Covenant Calculation Purposes), in each case of the foregoing clauses (x) and (y), expected cost savings (without duplication of actual cost savings) to the extent (a) such cost savings would be permitted to be reflected in pro forma financial information complying with the requirements of Article 11 of Regulation S-X under the Securities Act (as in effect prior to January 1, 2021) as interpreted by the Staff of the SEC, and as certified by a Financial Officer of the Borrower or (b) in the case of an acquisition, restructuring, repositioning or other similar transaction, such cost savings are factually supportable and have been realized or are reasonably expected to be realized within 365 days following such acquisition, restructuring, repositioning or other similar transaction; provided that if any cost savings included in any pro forma calculations based on the expectation that such cost savings will be realized within 365 days following such acquisition, restructuring, repositioning or other similar transaction shall at any time cease to be reasonably expected to be so realized within such period, then on and after such time pro forma calculations required to be made hereunder shall not reflect such cost savings; provided further that (i) the Borrower shall have delivered to the Administrative Agent a certificate of the chief

financial officer of the Borrower certifying that such cost savings meet the requirements set forth in clause (I)(b) or (II)(b), as applicable, together with reasonably detailed evidence in support thereof and (ii) the aggregate amount of cost savings, operating expense reductions and other synergies to be included in any calculation based upon clauses (I)(b) and (II)(b) for any period of four fiscal quarters of the Borrower shall not exceed, together with any amounts added back pursuant to clauses (a)(xii) and (a)(xiii) of the definition of "Consolidated EBITDA" for such period, 20% of Consolidated EBITDA for such four fiscal quarter period (in each case, determined prior to the adjustments contemplated by the Applicable Adjustments). If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Hedging Agreement applicable to such Indebtedness).

"Pro Rata Share" means, with respect to a Revolving Lender or Issuing Bank, a fraction (expressed as a percentage, carried out to the ninth decimal place), the numerator of which is the Revolving Commitments of such Revolving Lender or Issuing Bank in its capacity as Revolving Lender and the denominator of which is the aggregate Revolving Commitments of all Revolving Lenders.

"Proposed Change" means a proposed amendment, modification, waiver or termination of any provision of this Agreement or any other Loan Document.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public-Siders" has the meaning assigned to such term in Section 9.17(b).

"Purchasing Borrower Party" means any of the Borrower or any Restricted Subsidiary.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support" has the meaning assigned to such term in Section 9.21.

"Qualified Equity Interests" means Equity Interests of the Borrower, other than Disqualified Equity Interests.

"Receivables Entity" means a wholly owned Subsidiary of the Borrower which engages in no activities other than in connection with the financing of accounts receivable of the Receivables Sellers and which is designated (as provided below) as the "Receivables Entity" (a) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (i) is guaranteed by the Borrower or any Restricted Subsidiary (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness)) pursuant to Standard Securitization Undertakings, (ii) is recourse to or obligates the Borrower or any Restricted Subsidiary in any way (other than pursuant to Standard Securitization Undertakings) or (iii) subjects any property or asset of the Borrower or any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to Standard Securitization Undertakings, (b) with which neither the Borrower nor any Restricted Subsidiary has any contract, agreement, arrangement or understanding (other than pursuant to the Permitted Receivables Facility Documents (including with respect to fees payable in the ordinary course of business in

connection with the servicing of accounts receivable and related assets)) on terms less favorable to the Borrower or such Restricted Subsidiary than those that might be obtained at the time from persons that are not Affiliates of the Borrower, and (c) to which neither the Borrower nor any Restricted Subsidiary has any obligation to maintain or preserve such entity's financial condition or cause such entity to achieve certain levels of operating results. Any such designation shall be evidenced to the Administrative Agent by a certificate of a Financial Officer of the Borrower certifying that, to the best of such officer's knowledge and belief after consultation with counsel, such designation complied with the foregoing conditions.

"Receivables Seller" has the meaning assigned to such term in the definition of "Permitted Receivables Facility".

"Recipient" means (a) the Administrative Agent, (b) any Lender and (c) any Issuing Bank, as applicable.

"Reference Rate" means, for any day, the Adjusted Term SOFR Rate as of such day for a Term Benchmark Borrowing with an Interest Period of three months' duration.

"Reference Time" with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two U.S. Government Securities Business Days preceding the date of such setting, and (2) if such Benchmark is not Term SOFR Rate, the time determined by the Administrative Agent in its reasonable discretion.

"Refinanced Debt" has the meaning set forth in the definition of "Refinancing Term Loan Indebtedness".

"Refinancing Effective Date" has the meaning assigned to such term in Section 2.23(a).

"Refinancing Facility Agreement" means a Refinancing Facility Agreement, in form and substance reasonably satisfactory to the Administrative Agent, among the Borrower, the Administrative Agent and one or more Refinancing Term Lenders, establishing commitments in respect of Refinancing Term Loans and effecting such other amendments hereto and to the other Loan Documents as are contemplated by Section 2.23.

"Refinancing Indebtedness" means, in respect of any Indebtedness (the "Original Indebtedness"), any Indebtedness that extends, renews, replaces or refinances such Original Indebtedness (or any Refinancing Indebtedness in respect thereof); provided that (a) the principal amount (or accreted value, if applicable) of such Refinancing Indebtedness shall not exceed the principal amount (or accreted value, if applicable) of such Original Indebtedness except by an amount no greater than accrued and unpaid interest with respect to such Original Indebtedness and any fees, premium and expenses relating to such extension, renewal, replacement or refinancing; (b) either (i) the stated final maturity of such Refinancing Indebtedness shall not be earlier than that of such Original Indebtedness or (ii) such Refinancing Indebtedness shall not be required to mature or to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default, asset sale or a change in control or as and to the extent such repayment, prepayment, redemption, repurchase or defeasance would have been required pursuant to the terms of such Original Indebtedness) prior to the date 91 days after the Latest Maturity Date in effect on the date of such extension, renewal, replacement or

refinancing; provided that, notwithstanding the foregoing, scheduled amortization payments (however denominated) of such Refinancing Indebtedness shall be permitted so long as the weighted average life to maturity of such Refinancing Indebtedness shall be no shorter than the weighted average life to maturity of such Original Indebtedness remaining as of the date of such extension, renewal or refinancing (or, if shorter, 91 days after the Latest Maturity Date in effect on the date of such extension, renewal or refinancing); (c) such Refinancing Indebtedness shall not constitute an obligation (including pursuant to a Guarantee) of the Borrower or any Subsidiary, in each case that shall not have been (or, in the case of after-acquired Subsidiaries, shall not have been required to become pursuant to the terms of the Original Indebtedness) an obligor in respect of such Original Indebtedness, and shall not constitute an obligation of the Borrower if the Borrower shall not have been an obligor in respect of such Original Indebtedness; (d) if such Original Indebtedness shall have been subordinated to the Loan Document Obligations, such Refinancing Indebtedness shall also be subordinated to the Loan Document Obligations on terms not less favorable in any material respect to the Lenders; (e) such Refinancing Indebtedness shall not be secured by any Lien on any asset other than the assets that secured such Original Indebtedness (or would have been required to secure such Original Indebtedness pursuant to the terms thereof) or, in the event Liens securing such Original Indebtedness shall have been contractually subordinated to any Lien securing the Loan Document Obligations, by any Lien that shall not have been contractually subordinated to at least the same extent; and (f) if the proceeds of any Refinancing Indebtedness in respect of any Original Indebtedness are not applied to refinance, repurchase or redeem such Original Indebtedness immediately upon the incurrence thereof, to the extent that (x) the incurrence of such Refinancing Indebtedness is otherwise permitted under this Agreement, (y) the proceeds of such Refinancing Indebtedness are applied to so refinance, repurchase or redeem such Original Indebtedness on or prior to the ninetieth day following the date of the incurrence of such Refinancing Indebtedness and (z) the proceeds are segregated and held in escrow prior to their application to refinance, repurchase or redeem such Original Indebtedness, from and after the date of the incurrence of such Refinancing Indebtedness, such Original Indebtedness shall be deemed not to be outstanding for the purposes of computation of any ratios hereunder (such Indebtedness described in this clause (f), "Excluded Refinanced Debt").

"Refinancing Term Lender" means any Person that provides a Refinancing Term Loan.

"Refinancing Term Loan Indebtedness" means (a) Permitted Second Priority Refinancing Debt, (b) Permitted Unsecured Refinancing Debt or (c) Refinancing Term Loans obtained pursuant to a Refinancing Facility Agreement, in each case, issued, incurred or otherwise obtained (including by means of the extension or renewal of existing Indebtedness) in exchange for, or to extend, renew, refinance or replace, in whole or part, existing Term Loans hereunder (including any successive Refinancing Term Loan Indebtedness) (such existing Term Loans and successive Refinancing Term Loan Indebtedness, the "Refinanced Debt"); provided that (i) the principal amount (or accreted value, if applicable) of such Refinancing Term Loan Indebtedness shall not exceed the principal amount (or accreted value, if applicable) of such Refinanced Debt except by an amount equal to the sum of accrued and unpaid interest, accrued fees and premiums (if any) with respect to such Refinanced Debt and fees and expenses associated with the refinancing of such Refinanced Debt with such Refinancing Term Loan Indebtedness; provided, however, that, as part of the same incurrence or issuance of Indebtedness as such Refinancing Term Loan Indebtedness, the Borrower may incur or issue an additional amount of Indebtedness under Section 6.01 without violating this clause (i) (and, for purposes of clarity, (x) such additional amount of Indebtedness shall not constitute Refinancing Term Loan Indebtedness and (y) such additional amount of Indebtedness shall reduce the applicable basket

under Section 6.01, if any, on a dollar-for-dollar basis); (ii) the stated final maturity of such Refinancing Term Loan Indebtedness shall not be earlier than 91 days after the Latest Maturity Date of such Refinanced Debt, and such stated final maturity of such Refinancing Term Loan Indebtedness shall not be subject to any conditions that could result in such stated final maturity occurring on a date that precedes the Latest Maturity Date of such Refinanced Debt; (iii) such Refinancing Term Loan Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, on the stated final maturity date as permitted pursuant to the preceding clause (ii) or upon the occurrence of an event of default, asset sale or a change in control or as and to the extent such repayment, prepayment, redemption, repurchase or defeasance would have been required pursuant to the terms of such Refinanced Debt) prior to the earlier of (A) the latest stated final maturity of such Refinanced Debt and (B) 91 days after the Latest Maturity Date in effect on the date of such extension, renewal or refinancing; provided that, notwithstanding the foregoing, scheduled amortization payments (however denominated) of such Refinancing Term Loan Indebtedness in the form of Refinancing Term Loans shall be permitted so long as the weighted average life to maturity of such Refinancing Term Loan Indebtedness in the form of Refinancing Term Loans shall be no shorter than the weighted average life to maturity of such Refinanced Debt remaining as of the date of such extension, replacement or refinancing; (iv) such Refinancing Term Loan Indebtedness shall not constitute an obligation (including pursuant to a Guarantee) of the Borrower or any Subsidiary, in each case that shall not have been (or, in the case of after-acquired Subsidiaries, shall not have been required to become pursuant to the terms of the Refinanced Debt) an obligor in respect of such Refinanced Debt, and, in each case, shall constitute an obligation of the Borrower or such Subsidiary to the extent of its obligations in respect of such Refinanced Debt and (v) in the case of Refinancing Term Loans, such Refinancing Term Loan Indebtedness shall contain terms and conditions that are not materially more favorable (when taken as a whole) to the investors providing such Refinancing Term Loan Indebtedness than those applicable to the existing Term Loans of the applicable Class being refinanced (other than (A) with respect to pricing, maturity, amortization, optional prepayments and redemption and (B) covenants or other provisions applicable only to periods after the Latest Maturity Date) on the date such Refinancing Term Loan is incurred.

"Refinancing Term Loans" shall mean one or more Classes of term loans incurred by the Borrower under this Agreement pursuant to a Refinancing Facility Agreement; provided that such Indebtedness constitutes Refinancing Term Loan Indebtedness in respect of Term Loans (including portions of Classes of Term Loans).

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

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

"Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment including ambient air, surface water, groundwater, land surface or subsurface strata) or within or upon any building, structure, facility or fixture.

"Relevant Governmental Body" means (i) with respect to a Benchmark Replacement in respect of Loans denominated in dollars, the Board of Governors and/or the NYFRB, or a committee officially endorsed or convened by the Board of Governors and/or the

NYFRB or, in each case, any successor thereto and (ii) with respect to a Benchmark Replacement in respect of Loans denominated in any Permitted Foreign Currency, (a) the central bank for the currency in which such Benchmark Replacement is denominated or any central bank or other supervisor which is responsible for supervising either (1) such Benchmark Replacement or (2) the administrator of such Benchmark Replacement or (b) any working group or committee officially endorsed or convened by (1) the central bank for the currency in which such Benchmark Replacement is denominated, (2) any central bank or other supervisor that is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement, (3) a group of those central banks or other supervisors or (4) the Financial Stability Board or any part thereof.

"Reorganization" means the reorganization that Honeywell will undergo that will, among other things, result in the allocation and transfer, conveyance or assignment to the Borrower and, subject to certain exceptions, the Borrower and their Subsidiaries of the assets and liabilities in respect of the activities of the advanced materials business and certain other current and former businesses and activities of Honeywell.

"Repricing Transaction" means (i) the prepayment or refinancing of all or a portion of the Term B Loans directly or indirectly, from the net proceeds of any broadly syndicated Indebtedness of the Borrower or any of their Subsidiaries, in each case having a lower Weighted Average Yield than such Term B Loans and that is effected for the primary purpose of reducing the Weighted Average Yield applicable to such Term B Loans or (ii) any amendment to the terms of such Term B Loans that is effected for the primary purpose of reducing the Weighted Average Yield applicable to such Term B Loans, excluding, in each case of clauses (i) and (ii), any such prepayment, refinancing or amendment made or effected in connection with a Change in Control or Transformative Transactions.

"Required Lenders" means, at any time, Lenders having Revolving Exposures, Term Loans and unused Commitments representing more than 50% of the sum of the Aggregate Revolving Exposure (with the aggregate of each Lender's risk participation and funded participation in Letters of Credit being deemed "held" by such Lender for purposes of this definition), outstanding Term Loans and unused Commitments at such time; provided that whenever there is one or more Defaulting Lenders, the total outstanding Term Loans and Revolving Exposures of, and the unused Commitments of, each Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"Required Revolving Lenders" means, at any time, Lenders having Revolving Exposures and unused Revolving Commitments representing more than 50% of the sum of the Aggregate Revolving Exposure and unused Revolving Commitments at such time; provided that whenever there are one or more Defaulting Lenders, the total outstanding Revolving Exposures of, and the unused Revolving Commitments of, each Defaulting Lender, shall be excluded for purposes of making a determination of Required Revolving Lenders.

"Requirement of Law" means, with respect to any Person, (a) the charter, articles or certificate of organization or incorporation and bylaws or other organizational or governing documents of such Person and (b) any law (including common law), statute, ordinance, treaty, rule, regulation, order, decree, writ, injunction, settlement agreement or determination of any arbitrator or court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

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

"Restricted Debt Payments" has the meaning assigned to such term in Section 6.08(b).

"Restricted Group" means the Borrower and the Restricted Subsidiaries.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) by the Borrower or any Restricted Subsidiary with respect to its Equity Interests, or any payment or distribution (whether in cash, securities or other property) by the Borrower or any Restricted Subsidiary, including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancelation or termination of its Equity Interests.

"Restricted Subsidiary" means each Subsidiary of the Borrower other than an Unrestricted Subsidiary.

"Resulting Revolving Borrowings" has the meaning assigned to such term in Section 2.21(d).

"Revolving Availability Period" means the period from and including the Effective Date to but excluding the earlier of the Revolving Maturity Date and the date of termination of all the Revolving Commitments.

"Revolving Borrowing" means Revolving Loans of the same Class, Type and currency, made, converted or continued on the same date and, in the case of Term Benchmark Revolving Loans, as to which a single Interest Period is in effect.

"Revolving Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Revolving Loans and to acquire participations in Letters of Credit 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 2.08, (b) increased from time to time pursuant to Section 2.21 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 2.23 and Section 9.04. The initial amount of each Lender's Revolving Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption, Refinancing Facility Agreement or Incremental Facility Amendment pursuant to which such Lender shall have assumed its Revolving Commitment, as applicable. The initial aggregate amount of the Lenders' Revolving Commitments is $1,000,000,000 as of the Effective Date.

"Revolving Commitment Increase" has the meaning assigned to such term in Section 2.21(a).

"Revolving Commitment Increase Lender" means, with respect to any Revolving Commitment Increase, each Additional Lender providing a portion of such Revolving Commitment Increase.

"Revolving Exposure" means, with respect to any Revolving Lender at any time, the sum of (a) the outstanding principal amount of such Revolving Lender's Revolving Loans and (b) such Revolving Lender's LC Exposure, in each case, at such time.

"Revolving Lender" means a Lender with a Revolving Commitment or, if the Revolving Commitments have terminated or expired, a Lender with Revolving Exposure.

"Revolving Lender Parent" means, with respect to any Revolving Lender, any Person as to which such Revolving Lender is, directly or indirectly, a subsidiary.

"Revolving Loan" means a Loan made pursuant to clause (c) of Section 2.01.

"Revolving Maturity Date" means the date that is five years after the Effective Date, as the same may be extended pursuant to Section 2.22.

"S&P" means S&P Global Ratings or any successor thereto.

"Sanctioned Country" means, at any time, a country, region, territory or government which is itself the subject or target of any comprehensive country-wide Sanctions (at the time of this Agreement, Cuba, Iran, North Korea, Syria, the Crimea, the Donetsk People's Republic, the Luhansk People's Republic, and the non-government controlled areas of the Kherson and Zaporizhzhia regions of Ukraine).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state, Canada or His Majesty's Treasury of the United Kingdom, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b).

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state, Canada or His Majesty's Treasury of the United Kingdom.

"SEC" means the United States Securities and Exchange Commission or any Governmental Authority succeeding to any of its principal functions.

"Secured Additional Letter of Credit Facility" means an Additional Letter of Credit Facility permitted under Section 6.01(a)(xxx); provided that the Borrower and the applicable Additional Letter of Credit Issuer shall have designated such Additional Letter of Credit Facility as a Secured Additional Letter of Credit Facility in writing delivered to the Administrative Agent in substantially the form of Exhibit N (or such other form as may be reasonably agreed by the Administrative Agent).

"Secured Additional Letter of Credit Facility Documents" means, with respect to a Secured Additional Letter of Credit Facility, the documents and agreements between the applicable Loan Party and the applicable Secured Additional Letter of Credit Facility Issuer governing such Secured Additional Letter of Credit Facility.

"Secured Additional Letter of Credit Facility Issuer" means with respect to a Secured Additional Letter of Credit Facility, the applicable Additional Letter of Credit Issuer; provided that (i) such Additional Letter of Credit Issuer is the Administrative Agent or a Lender at the time of entry into the applicable Secured Additional Letter of Credit Facility or (ii) the

Borrower shall have designated such Additional Letter of Credit Issuer as a Secured Additional Letter of Credit Facility Issuer in writing delivered to the Administrative Agent in substantially the form of Exhibit N (or such other form as may be reasonably agreed by the Administrative Agent).

"Secured Additional Letter of Credit Facility Obligations" means the due and punctual payment by the Borrower and the other Loan Parties of (i) each payment required to be made by the Borrower or such other Loan Party in respect of a Secured Additional Letter of Credit Facility, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (ii) all other monetary obligations of the Borrower and the other Loan Parties under the Secured Additional Letter of Credit Facility Documents, including obligations to pay fees, expense reimbursement obligations (including with respect to attorneys' fees) and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding).

"Secured Cash Management Obligations" means the due and punctual payment of any and all obligations of (x) the Borrower and each Loan Party and (y) each Restricted Subsidiary that is not a Loan Party, in each case whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) arising in respect of Cash Management Services or in the case of clause (y) above only, local working capital and/or bilateral credit facilities that are secured by the Collateral (such local working capital and/or bilateral credit facilities, the "Cash Management Financing Facilities"); provided that at the time of incurrence of obligations incurred pursuant to clause (y) of this definition and after giving effect thereto, the Non-Guarantor Debt Basket shall not have been exceeded, in each case that (a) (i) are owed to (I) the Administrative Agent or an Affiliate thereof, or to any Person that was the Administrative Agent or an Affiliate thereof at the time the agreements in respect of such obligations were entered, incurred or that becomes the Administrative Agent or an Affiliate thereof thereafter or (II) any Person from time to time approved in writing by the Administrative Agent and specifically designated in writing as a "Secured Cash Management Provider" under the by the Borrower to the Administrative Agent (any such Person under sub-clause (I) or (II), a "Secured Cash Management Provider", (ii) are owed on the Effective Date to a Person that is a Lender or an Affiliate of a Lender as of the Effective Date or (iii) are owed to a Person that is a Lender or an Affiliate of a Lender at the time such obligations are incurred or becomes a Lender or an Affiliate of a Lender thereafter and (b) are secured by the Collateral.

"Secured Hedging Obligations" means the due and punctual payment of any and all obligations of the Borrower and each Restricted Subsidiary arising under each Hedging Agreement that (a)(i) is with a counterparty that is the Administrative Agent or an Arranger or an Affiliate thereof, or any Person that was the Administrative Agent or an Arranger or an Affiliate thereof at the time such Hedging Agreement was entered into or that becomes the Administrative Agent or an Arranger or an Affiliate thereof thereafter, (ii) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (iii) is entered into after the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender at the time such Hedging Agreement is entered into or that becomes a Lender or an Affiliate of a Lender thereafter and (b) are secured by the Collateral. Notwithstanding the foregoing, in the case of any Excluded Swap Guarantor, "Secured Hedging Obligations" shall not include Excluded Swap Obligations of such Excluded Swap Guarantor.

"Secured Parties" means, collectively, (a) the Lenders, (b) the Administrative Agent, (c) each Issuing Bank, (d) each provider of Cash Management Services the obligations under which constitute Secured Cash Management Obligations, in its capacity as such, (e) each counterparty to any Hedging Agreement the obligations under which constitute Secured Hedging Obligations, in its capacity as such, (f) each Supply Chain Bank in a Secured Supply Chain Financing, in its capacity as such, (g) each Secured Additional Letter of Credit Facility Issuer, and (h) the successors and assigns of each of the foregoing.

"Secured Supply Chain Financing" means any Supply Chain Financing that is entered into by and between the Borrower or any Restricted Subsidiary and any Supply Chain Bank, including any such Supply Chain Financing that is in effect on the Effective Date; *provided* that (a) the Borrower and the applicable Supply Chain Bank shall have designated such Supply Chain Financing as a Secured Supply Chain Financing in writing delivered to the Administrative Agent in substantially the form of Exhibit K (other than with respect to any Supply Chain Financings where the Administrative Agent or an Affiliate thereof is the Supply Chain Bank), (b) Secured Supply Chain Financing Obligations in respect of Secured Supply Chain Financings shall not exceed the greater of (x) $200,000,000 and (y) 20% of LTM Consolidated EBITDA and (c) any trade payables under any Secured Supply Chain Financing shall become payable within 120 days from issuance thereof.

"Secured Supply Chain Financing Obligations" means all obligations of the Borrower and the Restricted Subsidiaries in respect of any Secured Supply Chain Financing.

"Securities Act" means the United States Securities Act of 1933.

"Security Documents" means the Guarantee Agreement, Collateral Agreement, any Acceptable Intercreditor Agreement, each Mortgage, each intellectual property security agreement and each other security agreement or other instrument or document executed and delivered by any Loan Party pursuant to any of the foregoing or pursuant to Section 5.12 or 5.13.

"Senior Unsecured Indebtedness" means the $1,000,000,000 aggregate principal amount of senior unsecured indebtedness issued or incurred by the Borrower on or prior to the Effective Date; provided that such Senior Unsecured Indebtedness (i) shall not have obligors other than the Borrower and the other Loan Parties and (ii) shall not have a final maturity date earlier than the Term B Maturity Date.

"Senior Unsecured Indebtedness Documents" means all instruments, agreements and other documents evidencing or governing the Senior Unsecured Indebtedness, providing for any Guarantee or other right in respect thereof, and all schedules, exhibits and annexes to each of the foregoing, as may be amended pursuant to the terms hereof.

"SOFR" means, with respect to any Business Day, a rate per annum equal to the secured overnight financing rate for such Business Day published by the SOFR Administrator on the SOFR Administrator's Website at approximately 8:00 a.m. (New York City time) on the immediately succeeding Business Day.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

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

"Specified ECF Percentage" means, with respect to any fiscal year of the Borrower, (a) if the Consolidated First Lien Leverage Ratio as of the last day of such fiscal year is greater than 2.50 to 1.00, 50%, (b) if the Consolidated First Lien Leverage Ratio as of the last day of such fiscal year is less than or equal to 2.50 to 1.00 but greater than 2.00 to 1.00, 25%, and (c) if the Consolidated First Lien Leverage Ratio as of the last day of such fiscal year is less than or equal to 2.00 to 1.00, 0%.

"Specified Event of Default" means an Event of Default under Section 7.01(a), (b), (h) or (i).

"Specified Net Proceeds Percentage" means,

(a) 100%, if the Consolidated First Lien Leverage Ratio as of the end of the fiscal quarter of the Borrower for which consolidated financial statements have most recently been delivered to the Administrative Agent pursuant to Section 5.01(a) or 5.01(b) exceeds 2.50 to 1.00;

(b) 50%, if such Consolidated First Lien Leverage Ratio is less than or equal to 2.50 to 1.00, but exceeds 2.00 to 1.00; and

(c) 0%, if such Consolidated First Lien Leverage Ratio is less than or equal to 2.00 to 1.00.

"Spin-Off" means the spin-off of the Borrower from Honeywell, as more fully described in the Form 10.

"Spin-Off Documents" means the Distribution Agreement, the Transition Services Agreement, the Tax Matters Agreement, the Intellectual Property Cross-License Agreement, the Trademark License Agreement, Employee Matters Agreement and Accelerator License Agreement, each on substantially the terms described in the information statement included as Exhibit 99.1 to the Borrower's Current Report on Form 8-K that was filed with the U.S. Securities and Exchange Commission on October 17, 2025, together with any other agreements, instruments or other documents entered into in connection with any of the foregoing.

"Standard Securitization Undertakings" means representations, warranties, covenants and indemnities entered into by the Borrower or any Restricted Subsidiary thereof in connection with the Permitted Receivables Facility which are customary in an accounts receivable financing transaction.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held (unless parent does not

Control such entity), or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary" means any subsidiary of the Borrower.

"Subsidiary Guarantor" has the meaning assigned to such term in the definition of "Loan Parties".

"Successor Borrower" has the meaning assigned to such term in Section 6.03(a)(v).

"Supply Chain Bank" means any Person that (a) at the time it enters into a Supply Chain Financing (or on the Effective Date), is the Administrative Agent, an Arranger, a Lender or an Affiliate of any such Person, in each case, in its capacity as a party to such Supply Chain Financing and (b) any Supply Chain Bank Purchaser.

"Supply Chain Bank Purchaser" means any subsequent purchaser of any trade payables that had been initially acquired by a Person that was a Supply Chain Bank pursuant clause (a) of the definition thereof pursuant to a Secured Supply Chain Financing; *provided* that such subsequent purchaser is designated as such in writing delivered to the Administrative Agent in substantially the form of Exhibit K.

"Supply Chain Financing" means any agreement under which any bank, financial institution or other Person may from time to time provide any financial accommodation to any of the Borrower or any Restricted Subsidiary in connection with trade payables of the Borrower or any Restricted Subsidiary, in each case issued for the benefit of any such bank, financial institution or such other person that has acquired such trade payables pursuant to "supply chain" or other similar financing for vendors and suppliers of the Borrower or any Restricted Subsidiaries, so long as (a) other than in the case of Secured Supply Chain Financing Obligations, such Indebtedness is unsecured and (b) such Indebtedness represents amounts not in excess of those which the Borrower or any of its Restricted Subsidiaries would otherwise have been obligated to pay to its vendor or supplier in respect of the applicable trade payables.

"Supported QFC" has the meaning assigned to such term in Section 9.21.

"Swap Obligations" means, with respect to the Borrower or any other Loan Party, an obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of § 1a(47) of the Commodity Exchange Act.

"Syndication Agents" means, collectively, JPMorgan Chase Bank, N.A. Goldman Sachs Bank USA, BofA Securities, Inc., Barclays Bank PLC, Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Morgan Stanley Senior Funding, Inc., RBC Capital Markets, LLC and Wells Fargo Securities, LLC.

"Tax Matters Agreement" means the Tax Matters Agreement, dated as of October 30, 2025, by and between Honeywell and the Borrower.

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

"Term B Borrowing" means Term B Loans of the same Class and Type made, converted or continued on the same date and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect.

"Term B Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make a Term B Loan hereunder on the Effective Date, expressed as an amount representing the maximum principal amount of the Term B Loan to be made by such Lender hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.08 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04. The initial amount of each Lender's Term B Commitment is set forth on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Term B Commitment, as applicable. The initial aggregate amount of the Lenders' Term B Commitments is $1,000,000,000.

"Term B Lender" means a Lender with a Term B Commitment or an outstanding Term B Loan.

"Term B Loans" means a Loan made pursuant to clause (a) of Section 2.01.

"Term B Maturity Date" means the date that is seven years after the Effective Date, as the same may be extended pursuant to Section 2.22.

"Term Benchmark" 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 Adjusted Term SOFR Rate.

"Term Borrowings" means the Term B Borrowings and/or the Incremental Term Loans, as the context requires.

"Term Commitments" means, collectively, the Term B Commitments and any commitments to make Incremental Term Loans.

"Term Lenders" means, collectively, the Term B Lenders and any Lenders with an outstanding Incremental Term Loan or a Commitment to make an Incremental Term Loan.

"Term Loans" means, collectively, the Term B Loans and any Incremental Term Loans.

"Term SOFR Determination Day" has the meaning assigned to it under the definition of Term SOFR Reference Rate.

"Term SOFR Rate" means, with respect to any Term Benchmark Borrowing and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"Term SOFR Reference Rate" means, for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as

the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

"Trademark License Agreement" means the Trademark License Agreement, dated as of October 30, 2025, by and between Honeywell and the Borrower.

"Transaction Costs" means all fees, costs and expenses incurred or payable by the Borrower or any Subsidiary in connection with the Transactions.

"Transactions" means, collectively, (a) the execution, delivery and performance by each Loan Party of the Loan Documents (including this Agreement) to which it is to be a party, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder, (b) the execution, delivery and performance by each Loan Party of the Senior Unsecured Indebtedness Documents to which it is to be a party, the issuance or incurrence of the Senior Unsecured Indebtedness and the use of the proceeds thereof, (c) the payment of the Effective Date Repayment and (d) the Spin-Off, together with the Reorganization and all other transactions pursuant to, and the execution, delivery and performance of, the Spin-Off Documents.

"Transformative Transactions" means any merger, acquisition, consolidation or similar transaction involving third-parties, in any case by the Borrower or any Restricted Subsidiary that is either (a) not permitted by the terms of this Agreement immediately prior to the consummation of such acquisition or (b) permitted by the terms of this Agreement immediately prior to the consummation of such acquisition, but would not provide the Borrower and its Restricted Subsidiaries with adequate flexibility under this Agreement for the continuation and/or expansion of the combined operations following such consummation, as determined by the Borrower acting in good faith.

"Transition Services Agreement" means the Transition Services Agreement, dated as of October 30, 2025, by and between Honeywell and the Borrower.

"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 Adjusted Term SOFR Rate or the Alternate Base Rate.

"U.S. Intellectual Property" means Intellectual Property (as defined in the Collateral Agreement) that is registered or applied for in the United States.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Special Resolution Regimes" has the meaning assigned to such term in Section 9.21.

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

"U.S. Tax Compliance Certificate" has the meaning assigned to such term in Section 2.17(f)(ii)(B)(3).

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

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

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

"Unaudited Financial Statements" the unaudited combined balance sheets of the Borrower as of June 30, 2025, and the related unaudited combined statements of comprehensive income and cash flows for the three and six months ended on June 30, 2025.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Unrestricted Subsidiaries" means (a) any Subsidiary that is formed or acquired after the Effective Date and is designated as an Unrestricted Subsidiary by the Borrower pursuant to Section 5.17 subsequent to the Effective Date and (b) any Subsidiary of an Unrestricted Subsidiary. As of the Effective Date, there are no Unrestricted Subsidiaries.

"Unrestricted Subsidiary Reconciliation Statement" means in connection with the delivery of financial statements pursuant to Section 5.01(a) or (b) (solely to the extent required under Section 5.01(c)), an unaudited financial statement (in substantially the same form) prepared on the basis of consolidating the accounts of the Borrower and the Restricted Subsidiaries and treating Unrestricted Subsidiaries as if they were not consolidated with the Borrower and otherwise eliminating all accounts of Unrestricted Subsidiaries, together with an explanation of reconciliation adjustments in reasonable detail.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"Voting Equity Interests" of any Person means the Equity Interests of such Person ordinarily having the power to vote for the election of the directors of such Person.

"Weighted Average Yield" means, with respect to any Term B Loan, Term B Commitment or any other Loans or Commitments, the weighted average yield to stated maturity thereof based on the interest rate or rates applicable thereto and giving effect to all upfront or similar fees or original issue discount payable to the lenders with respect thereto and to any interest rate "floor", but excluding any prepayment premiums, customary arrangement, syndication, commitment, structuring, ticking, underwriting and other similar fees paid or payable to the arrangers (or similar titles) or their Affiliates, in each case in their capacities as such in connection therewith and that are not generally shared with all lenders providing such loans and commitments; provided that to the extent that the Reference Rate on the effective date of such other loans or commitments is less than the interest rate floor, if any, applicable to such other loans or commitments, then the amount of such difference shall be included in the calculation of the Weighted Average Yield of such other loans or commitments; provided, further, that original issue discount and upfront fees (which shall be deemed to constitute like amounts of original issue discount) shall be equated to interest margins based on the shorter of the remaining life to the stated maturity and an assumed four-year life to maturity. For purposes of determining the Weighted Average Yield of any floating rate Indebtedness at any time, the rate of interest applicable to such Indebtedness at such time shall be assumed to be the rate applicable to such Indebtedness at all times prior to maturity; provided that appropriate adjustments shall be made for any changes in rates of interest provided for in the documents governing such Indebtedness (other than those resulting from fluctuations in interbank offered rates, prime rates, Federal funds rates or other external indices not influenced by the financial performance or creditworthiness of the Borrower or any Subsidiary).

"wholly owned Subsidiary" means, with respect to any Person at any date, a subsidiary of such Person of which securities or other ownership interests representing 100% of the Equity Interests (other than directors' qualifying shares) are, as of such date, owned, controlled or held by such Person or one or more wholly owned Subsidiaries of such Person or by such Person and one or more wholly owned Subsidiaries of such Person.

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

"Withholding Agent" means any Loan Party, the Administrative Agent and, in the case of any U.S. federal withholding Tax, any other withholding agent, if applicable.

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

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 "Term Benchmark Loan") or by Class and Type (e.g., a "Term Benchmark

Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Term Benchmark Borrowing") or by Class and Type (e.g., a "Term Benchmark Revolving Borrowing").

SECTION 1.03. 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 or except as expressly provided herein, (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, amended and restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in the Loan Documents), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), unless otherwise expressly stated to the contrary, (c) any reference herein to any Person shall be construed to include such Person's successors and 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, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP; Borrower Representative. (a) Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that (i) if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision (including any definition) hereof to eliminate the effect of any change occurring after the Effective Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower 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, (ii) notwithstanding any other provision contained herein, 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 any election under Statement of Financial Accounting Standards 159, The Fair Value Option for Financial Assets and Financial Liabilities, or any successor thereto (including pursuant to Accounting Standard Codifications), to value any Indebtedness of the Borrower or any Subsidiary at "fair value", as defined therein and (iii) notwithstanding any other provision contained herein, all obligations of any person that are or would have been treated as operating leases for purposes of GAAP prior to the issuance by the Financial Accounting Standards Board on February 25, 2016 of an Accounting Standards Update (the "ASU") shall continue to be accounted for as operating leases for purposes of the Loan Documents (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with the ASU (on a prospective or retroactive basis or otherwise) to be treated as capitalized lease obligations in the

Borrower's financial statements (provided that the only financial statements required to be delivered shall be those filed with the SEC).

(b) The Borrower is hereby authorized to act as an agent and representative of the other Loan Parties party hereto in providing and receiving notices, consents, certificates, other writing or statements on behalf of the other Loan Parties for purposes hereof (including for purposes of Article II). Unless otherwise provided therein, the Administrative Agent may assume any notice, consent, certificate, other writing or statement received from the Borrower is made on behalf of the other Loan Parties, and shall be entitled to rely on, and shall incur no liability by acting upon, any such notice, consent, certificate, other writing or statement accordingly.

SECTION 1.05. Pro Forma Calculations. With respect to any period during which any acquisition permitted by this Agreement or any sale, transfer or other disposition of any Equity Interests in a Subsidiary or all or substantially all the assets of a Subsidiary or division or line of business of a Subsidiary outside the ordinary course of business occurs, for purposes of determining compliance with the covenants contained in Sections 6.12 and 6.13 or otherwise for purposes of determining the Consolidated Total Leverage Ratio, Consolidated Interest Expense, Consolidated Secured Leverage Ratio, the Consolidated First Lien Leverage Ratio, Consolidated Debt, Consolidated Interest Coverage Ratio, Consolidated First Lien Secured Debt, Consolidated Secured Debt, Consolidated Total Assets and Consolidated EBITDA, calculations with respect to such period shall be made on a Pro Forma Basis.

SECTION 1.06. Limited Condition Transaction. (a) Notwithstanding anything in this Agreement or any Loan Document to the contrary, when calculating any applicable financial ratio or test or determining other compliance with this Agreement (including the determination of compliance with any provision of this Agreement which requires that no Default or Event of Default has occurred, is continuing or would result therefrom) in connection with the consummation of a Limited Condition Transaction, the date of determination of such ratio and determination of whether any Default or Event of Default has occurred, is continuing or would result therefrom or other applicable covenant shall, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "LCT Election"), be deemed to be (i) in the case of a Limited Condition Transaction described in clause (i) of the definition thereof, the date the definitive agreements for such Limited Condition Transaction are entered into and (ii) in the case of a Limited Condition Transaction described in clause (ii) of the definition thereof, the date of giving of the irrevocable notice of redemption therefor (the "LCT Test Date") and if, after such financial ratios and tests and other provisions are measured on a Pro Forma Basis after giving effect to such Limited Condition Transaction and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) as if they occurred at the beginning of the applicable period being used to calculate such financial ratio ending prior to the LCT Test Date, the Borrower could have taken such action on the relevant LCT Test Date in compliance with such ratios and provisions, such provisions shall be deemed to have been complied with; provided that at the option of the Borrower, the relevant ratios and baskets may be recalculated at the time of consummation of such Limited Condition Transaction. For the avoidance of doubt, (x) if any of such financial ratios or tests are exceeded (or, with respect to the Consolidated Interest Coverage Ratio, not reached) as a result of fluctuations in such ratio or test (including due to fluctuations in Consolidated EBITDA or otherwise) at or prior to the consummation of the relevant Limited Condition Transaction, such financial ratios and tests and other provisions will not be deemed to have been exceeded (or, with respect to the Consolidated Interest Coverage Ratio, not reached) as a result of such fluctuations solely for purposes of determining whether the Limited Condition Transaction is permitted hereunder and (y) such financial ratios and tests and

other provisions shall not be tested at the time of consummation of such Limited Condition Transaction or related transaction. For the avoidance of doubt, if the Borrower has made an LCT Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any financial ratio or test (excluding, for the avoidance of doubt, any ratio contained in Sections 6.12 or 6.13) or basket availability with respect to any Limited Condition Transaction on or following the relevant LCT Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated or, in the case of a Limited Condition Transaction described in clause (i) thereof, the date that the definitive agreement for such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, for purposes of determining whether such subsequent transaction is permitted under this Agreement or any Loan Document, any such ratio, test or basket shall be required to comply with any such ratio, test or basket on a Pro Forma Basis assuming such Limited Condition Transaction and the other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated until such time as the applicable Limited Condition Transaction has actually closed or the definitive agreement with respect thereto has been terminated or expires.

(b) Notwithstanding anything to the contrary herein, with respect to any Indebtedness or Liens incurred in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including, without limitation, any tests based on the Consolidated Total Leverage Ratio, Consolidated Interest Expense, Consolidated Secured Leverage Ratio, the Consolidated First Lien Leverage Ratio or the Consolidated EBITDA) (any such amounts, the "Fixed Amounts") substantially concurrently with any Indebtedness or Liens incurred in reliance on a provision of this Agreement that requires compliance with a financial ratio or test (including any tests based on the Consolidated Total Leverage Ratio, Consolidated Interest Expense, Consolidated Secured Leverage Ratio, the Consolidated First Lien Leverage Ratio or the Consolidated EBITDA) (any such amounts, the "Incurrence-Based Amounts"), it is understood and agreed that the Fixed Amounts shall be disregarded in the calculation of the financial ratio or test applicable to the incurrence of the Incurrence-Based Amounts.

SECTION 1.07. Change in GAAP. Upon written notice to the Administrative Agent, the Borrower and the Restricted Subsidiaries may elect to apply IFRS, in lieu of GAAP, which change shall take effect at the end of such fiscal quarter or year specified by the Borrower and in which case all accounting terms (including financial ratios and other financial calculations for the test period then ended and all subsequent periods) required to be submitted pursuant to this Agreement shall be prepared in conformity with IFRS. As of such effective date, at the request of the Borrower the Administrative Agent shall enter into and is hereby authorized by the Lenders to enter into an amendment to this Agreement which shall provide for and give effect to the change in GAAP.

SECTION 1.08. Delaware Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

SECTION 1.09. Interest Rates; Benchmark Notification. The interest rate on a Loan denominated in dollars or a Permitted Foreign Currency may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of

regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.14(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, (a) each Term B Lender agrees to make a Term B Loan denominated in dollars to the Borrower on the Effective Date in a principal amount not exceeding its Term B Commitment and (b) each Revolving Lender agrees to make Revolving Loans denominated in dollars or a Permitted Foreign Currency to the Borrower from time to time, in each case during the Revolving Availability Period, in an aggregate principal amount that will not result in such Revolving Lender's Revolving Exposure exceeding such Lender's Revolving Commitment or the Aggregate Revolving Exposure exceeding the Aggregate Revolving Commitment. The Term B Loans may be ABR Loans or Term Benchmark Loans, as further provided herein. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Revolving Loans. Amounts repaid or prepaid in respect of Term Loans may not be reborrowed.

SECTION 2.02. Loans and Borrowings. (a) Each Loan 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. The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(b) Subject to Section 2.16, each Borrowing shall be comprised entirely of ABR Loans or Term Benchmark Loans as the Borrower may request in accordance herewith. Each Lender at its option may make any Term Benchmark Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan advanced to it in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Benchmark Borrowing, such Borrowing shall be in an aggregate amount that is an integral multiple of the Borrowing Multiple and not less than the Borrowing Minimum; provided that a Term Benchmark Borrowing that results from a continuation of an outstanding Term Benchmark Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. At the time that each ABR Revolving Borrowing is made, such Borrowing shall be in an aggregate amount that is an integral multiple of $100,000 and not less than $500,000. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not be more than a total of six Term Benchmark Borrowings at any time outstanding. Notwithstanding anything to the contrary herein, an ABR Revolving Borrowing may be in an aggregate amount that is equal to the entire unused balance of the Aggregate Revolving Commitment or that is required to finance the reimbursement of an LC Disbursement as contemplated by Section 2.05(e).

SECTION 2.03. Requests for Borrowings. To request a Revolving Borrowing or Term Borrowing, the Borrower shall notify the Administrative Agent of such request by submitting a Borrowing Request (a) in the case of a Term Benchmark Borrowing, not later than 2:00 p.m., Local Time, three U.S. Government Securities Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 11:00 a.m., New York City time, the date of the proposed Borrowing. Each such Borrowing Request shall be irrevocable (*provided* that the Borrowing Request in respect of the initial Borrowings on the Effective Date, or in connection with any acquisition or other investment permitted under Section 6.04, may be conditioned on the closing of the Spin-Off or such acquisition or other investment, as applicable) and shall be confirmed promptly by hand delivery or facsimile to the Administrative Agent of a written Borrowing Request signed by a Financial Officer of the Borrower. Each such Borrowing Request shall specify the following information (to the extent applicable, in compliance with Sections 2.01 and 2.02):

(i) specifying the Class of the requested Borrowing;

(ii) the currency and the aggregate amount of such Borrowing;

(iii) the requested date of such Borrowing, which shall be a Business Day;

(iv) whether such Borrowing is to be an ABR Borrowing or a Term Benchmark Borrowing;

(v) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period";

(vi) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.06(a), or, if the Borrowing is being requested to finance the reimbursement of an LC Disbursement in accordance with Section 2.05(e), the identity of the Issuing Bank that made such LC Disbursement; and

(vii) that as of such date Sections 4.02(a) and 4.02(b) are satisfied.

If no election as to the Type of Borrowing is specified then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Term

Benchmark Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. If no currency is specified with respect to any requested Revolving Loan, the Borrower shall be deemed to have selected dollars. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the applicable Class 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. [Reserved].

SECTION 2.05. Letters of Credit. (a) General. Subject to the terms and conditions set forth herein, the Borrower may request (and each Issuing Bank shall issue) Letters of Credit for the Borrower's own account (or for the account of any Subsidiary so long as (x) the Borrower is a joint and several co-applicant in respect of such Letter of Credit and (y) such Issuing Bank has completed its customary "know your client" procedures with respect to such Subsidiary), and in a form reasonably acceptable to the Administrative Agent and the applicable Issuing Bank, at any time and from time to time during the Revolving Availability Period. Notwithstanding anything contained in any letter of credit application or other agreement (other than this Agreement or any Security Document) submitted by the Borrower to, or entered into by the Borrower with, any Issuing Bank relating to any Letter of Credit, (i) all provisions of such letter of credit application or other agreement purporting to grant Liens in favor of such Issuing Bank to secure obligations in respect of such Letter of Credit shall be disregarded, it being agreed that such obligations shall be secured to the extent provided in this Agreement and in the Security Documents, and (ii) in the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of such letter of credit application or such other agreement, as applicable, the terms and conditions of this Agreement shall control.

(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 (other than any automatic extension permitted pursuant to paragraph (c) of this Section), the Borrower shall hand deliver or fax (or transmit by electronic communication, if arrangements for doing so have been approved by such Issuing Bank) to the applicable Issuing Bank and the Administrative Agent (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the requested date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the currency and amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be requested by the applicable Issuing Bank as necessary to enable the such Issuing Bank to prepare, amend, renew or extend such Letter of Credit. If requested by the applicable Issuing Bank, the Borrower 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. An Issuing Bank shall only be obligated to issue standby Letters of Credit (unless it otherwise consents) and no Letter of Credit shall be issued, amended, renewed or extended unless (and upon issuance, amendment, renewal or extension of any Letter of Credit the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension, (i) the sum of the LC Exposure shall not exceed the LC Sublimit, (ii) the Aggregate Revolving Exposure shall not exceed the Aggregate Revolving Commitment, (iii) the face amount of the Letters of Credit issued by the applicable Issuing Bank shall not exceed its LC Commitment and (iv) following the effectiveness of any Maturity Date Extension Request with respect to the Revolving Commitments of any Class, the LC Exposure in respect of all Letters of Credit of such Class having an expiration date after the fifth Business Day

prior to the applicable Existing Maturity Date shall not exceed the aggregate Revolving Commitments of such Class of the Consenting Lenders extended pursuant to Section 2.22. Each Issuing Bank agrees that it shall not permit any issuance, amendment, renewal or extension of a Letter of Credit to occur unless it shall give to the Administrative Agent written notice thereof as required under paragraph (l) of this Section. Notwithstanding anything herein to the contrary, an Issuing Bank shall have no obligation hereunder to issue any Letter of Credit if (x) any law applicable to such Issuing Bank from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit the issuance of letters of credit generally or the Letter of Credit in particular or (y) such issuance shall violate such Issuing Bank's internal policies that are applicable to letters of credit generally.

(c) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date that is one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (ii) the date that is five Business Days prior to the Revolving Maturity Date (unless such Letters of Credit have been cash collateralized or backstopped on or prior to such fifth Business Day pursuant to arrangements reasonably satisfactory to the applicable Issuing Bank); provided that (x) any Letter of Credit may, upon the request of the Borrower, include a provision whereby such Letter of Credit shall be renewed automatically for additional periods (but not beyond the date that is five Business Days prior to the Revolving Maturity Date (unless such Letters of Credit have been cash collateralized or backstopped on or prior to such fifth Business Day pursuant to arrangements reasonably satisfactory to the applicable Issuing Bank)) unless the applicable Issuing Bank notifies the beneficiary thereof at least 30 days prior to the then-applicable expiration date that such Letter of Credit will not be renewed and (y) clause (c)(i) above shall not apply to a Letter of Credit if such long-dated Letter of Credit is consented to by the applicable Issuing Bank. For the avoidance of doubt, if the Revolving Maturity Date in respect of any Class of Revolving Commitments shall be extended pursuant to Section 2.22, "Revolving Maturity Date" as referenced in this paragraph shall refer, with respect to the Class of Letters of Credit associated with such Class of Revolving Commitments, to the Revolving Maturity Date in respect of any Class of Revolving Commitments as extended pursuant to Section 2.22; provided that, notwithstanding anything in this Agreement (including Section 2.22 hereof) or any other Loan Document to the contrary, the Revolving Maturity Date, as such term is used in reference to any Issuing Bank or any Letter of Credit issued thereby, may not be extended with respect to any Issuing Bank without the prior written consent of such Issuing Bank.

(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 Issuing Bank that is the issuer of such Letter of Credit hereby grants to each Revolving Lender, and each Revolving Lender hereby acquires from such Issuing Bank, a participation in such Letter of Credit equal to such Revolving 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 Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable Issuing Bank, such Revolving Lender's Applicable Percentage of each LC Disbursement made by such Issuing Bank and not reimbursed by the Borrower on the date due as provided in paragraph (e) of this Section, or of any reimbursement payment required to be refunded to the Borrower for any reason. Each Revolving 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 any reduction or termination of the Revolving Commitments, and that each such

payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Revolving Lender further acknowledges and agrees that, in issuing, amending, renewing or extending any Letter of Credit, the applicable Issuing Bank shall be entitled to rely, and shall not incur any liability for relying, upon the representation and warranty of the Borrower deemed made pursuant to Section 4.02 unless, at least one Business Day prior to the time such Letter of Credit is issued, amended, renewed or extended (or, in the case of an automatic extension permitted pursuant to paragraph (c) of this Section, at least one Business Day prior to the time by which the election not to extend must be made by the applicable Issuing Bank), the Majority in Interest of the Revolving Lenders shall have notified the applicable Issuing Bank (with a copy to the Administrative Agent) in writing that, as a result of one or more events or circumstances described in such notice, one or more of the conditions precedent set forth in Section 4.02(a) or 4.02(b) would not be satisfied if such Letter of Credit were then issued, amended, renewed or extended (it being understood and agreed that, in the event any Issuing Bank shall have received any such notice, no Issuing Bank shall have any obligation to issue, amend, renew or extend any Letter of Credit until and unless it shall be satisfied that the events and circumstances described in such notice shall have been cured or otherwise shall have ceased to exist).

(e) Reimbursement. If an Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit, then the Borrower shall reimburse such LC Disbursement by paying to the Administrative Agent an amount equal to such LC Disbursement not later than if the Borrower shall have received notice of such LC Disbursement prior to 10:00 a.m., Local Time, on any Business Day, then 12:00 noon, Local Time, on the Business Day immediately following the day that the Borrower receives such notice; provided that, in the case of an LC Disbursement denominated in dollars in an amount equal to or in excess of $500,000, the Borrower 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 Revolving Borrowing in an equivalent amount and, to the extent so financed, the Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Revolving Borrowing. If the Borrower fails to reimburse any LC Disbursement by the time specified above in this paragraph, then the Administrative Agent shall notify each Revolving Lender of the applicable LC Disbursement, the currency and amount of the payment then due from the Borrower in respect thereof and such Revolving Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each applicable Revolving Lender shall pay to the Administrative Agent its Applicable Percentage of the amount then due from the Borrower in the currency of the applicable LC Disbursement, in the same manner as provided in Section 2.06 with respect to Loans made by such Lender (and Section 2.06 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders under this paragraph), and the Administrative Agent shall promptly remit to the applicable Issuing Bank the amounts so received by it from the applicable Revolving Lenders. Promptly following receipt by the Administrative Agent of any payment from the Borrower pursuant to this paragraph, the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse such Issuing Bank, then to such Revolving Lenders and such Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of an ABR Revolving Borrowing as contemplated above) shall not constitute a Loan and shall not relieve the Borrower of its obligation to reimburse such LC Disbursement.

(f) Obligations Absolute. The Borrower's 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 thereof or hereof, (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 an 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, the Borrower's obligations hereunder. None of the Administrative Agent, the Lenders, the Issuing Banks or 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, any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), 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 the applicable Issuing Bank; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by applicable law) suffered by the Borrower 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 or willful misconduct on the part of an Issuing Bank (as finally determined by a court of competent jurisdiction in a final and nonappealable judgment), 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 that appear on their face to be in substantial compliance with the terms of a Letter of Credit, an 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, and any such acceptance or refusal shall be deemed not to constitute gross negligence or willful misconduct.

(g) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Administrative Agent and the Borrower in writing (via hand delivery, facsimile or other electronic imaging) 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 Borrower of its obligation to reimburse such Issuing Bank and the applicable Revolving Lenders with respect to any such LC Disbursement in accordance with paragraph (e) of this Section.

(h) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the Borrower 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 Borrower reimburses such LC Disbursement in full, at (i) in the case of any LC Disbursement denominated in dollars, the rate per annum then applicable to ABR Revolving Loans and (ii) in the case of an LC Disbursement denominated in any Permitted Foreign Currency, a rate per annum determined by the applicable Issuing Bank (which determination will be conclusive absent manifest error) to represent its cost of funds plus the Applicable Rate used to determine interest applicable to Term Benchmark Revolving Loans; provided that, if the Borrower fails to reimburse such LC

Disbursement in full when due pursuant to paragraph (e) of this Section, then Section 2.13(c) shall apply. Interest accrued pursuant to this paragraph shall be paid to the Administrative Agent, for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving 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, and shall be payable on demand or, if no demand has been made, on the date on which the Borrower reimburses the applicable LC Disbursement in full.

(i) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day on which the Borrower receives notice from the Administrative Agent or the Required Lenders (or, if the maturity of the Loans has been accelerated, a Majority in Interest of the Revolving Lenders) demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders, an amount in cash (in the currency of each applicable Letter of Credit) equal to the LC Exposure of the Revolving Lenders with respect to the Letters of Credit issued on behalf of the Borrower as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in clause (h) or (i) of Section 7.01. The Borrower also shall deposit cash collateral in accordance with this paragraph as and to the extent required by Section 2.11(b), 2.20(c) or 2.22(c). Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Notwithstanding the terms of any Security Document, moneys in such account shall be applied by the Administrative Agent to reimburse the Issuing Banks for LC Disbursements for which they have not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Exposure at such time or, if the maturity of the Loans has been accelerated (but subject to (i) the consent of a Majority in Interest of the Revolving Lenders (treating the Classes of Revolving Commitments and Revolving Loans as one Class) and (ii) in the case of any such application at a time when any Revolving Lender is a Defaulting Lender (but only if, after giving effect thereto, the remaining cash collateral shall be less than the aggregate LC Exposure of all the Defaulting Lenders), the consent of each Issuing Bank), be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after all Events of Default have been cured or waived. If the Borrower is required to provide an amount of cash collateral hereunder pursuant to Section 2.11(b), such amount (to the extent not applied as aforesaid) shall be returned to the Borrower to the extent that, after giving effect to such return, the Aggregate Revolving Exposure in respect of the Revolving Commitments or Revolving Loans would not exceed the Aggregate Revolving Commitment and no Default shall have occurred and be continuing. If the Borrower is required to provide an amount of cash collateral hereunder pursuant to Section 2.20(c), such amount (to the extent not applied as aforesaid) shall be returned to the Borrower to the extent that, after giving effect to such return, no Issuing Bank shall have any exposure in respect of any outstanding Letter of Credit that is not fully covered by the Revolving Commitments of the non-

Defaulting Lenders and/or the remaining cash collateral and no Default shall have occurred and be continuing.

(j) Designation of Additional Issuing Banks. The Borrower may, at any time and from time to time with notice to the Administrative Agent, designate as additional Issuing Banks one or more Revolving Lenders, that agree to serve in such capacity as provided below. The acceptance by a Revolving Lender of an appointment as an Issuing Bank hereunder shall be evidenced by an agreement, which shall be in form and substance reasonably satisfactory to the Administrative Agent and the Borrower, executed by the Borrower, the Administrative Agent and such designated Revolving Lender and, from and after the effective date of such agreement, (i) such Revolving Lender shall have all the rights and obligations of an Issuing Bank under this Agreement and (ii) references herein to the term "Issuing Bank" shall be deemed to include such Revolving Lender in its capacity as an issuer of Letters of Credit hereunder.

(k) Resignation or Termination of an Issuing Bank. Any Issuing Bank may resign as a "Issuing Bank" hereunder upon 30 days' prior written notice to the Administrative Agent, the Lenders, and the Borrower; provided that on or prior to the expiration of such 30-day period with respect to such resignation, the relevant Issuing Bank shall have identified a successor Issuing Bank reasonably acceptable to the Borrower willing to accept its appointment as successor Issuing Bank and the effectiveness of such resignation shall be conditioned upon such successor assuming the rights and duties of the Issuing Bank. In the event of any such resignation as Issuing Bank, the Borrower shall be entitled to appoint from among the Lenders a successor Issuing Bank hereunder; provided, however, that no failure by the Borrower to appoint any such successor shall affect the resignation of the resigning Issuing Bank except as expressly provided above. The Borrower may terminate the appointment of any Issuing Bank as an "Issuing Bank" hereunder by providing a written notice thereof to such Issuing Bank, with a copy to the Administrative Agent. Any such termination shall become effective upon the earlier of (i) such Issuing Bank acknowledging receipt of such notice and (ii) the third Business Day following the date of the delivery thereof; provided that no such termination shall become effective until and unless the LC Exposure attributable to Letters of Credit issued by such Issuing Bank (or its Affiliates) shall have been reduced to zero. At the time any such resignation or termination shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the resigning or terminated Issuing Bank pursuant to Section 2.12(b). Notwithstanding the effectiveness of any such resignation or termination, the resigning or terminated Issuing Bank shall remain a party hereto and shall continue to have all the rights of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such resignation or termination, but shall not be required to issue any additional Letters of Credit.

(l) Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section, report in writing to the Administrative Agent (i) periodic activity (for such period or recurrent periods as shall be requested by the Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions, amendments and renewals, all expirations and cancelations and all disbursements and reimbursements, (ii) reasonably prior to the time that such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the stated amount of the Letters of Credit issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amounts thereof shall have changed), (iii) on each Business Day on which such Issuing Bank makes any LC Disbursement, the date and amount of such LC Disbursement, (iv) on any Business Day on which the Borrower fails to reimburse an LC Disbursement required to be

reimbursed to such Issuing Bank on such day, the date of such failure and the currency and amount of such LC Disbursement and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(m) LC Exposure Determination. For all purposes of this Agreement, the amount of a Letter of Credit that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at the time of determination. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by any reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

SECTION 2.06. 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 1:00 p.m., Local Time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower and designated by the Borrower in the applicable Borrowing Request; provided that ABR Revolving Loans made to finance the reimbursement of an LC Disbursement denominated in dollars as provided in Section 2.05(e) shall be remitted by the Administrative Agent to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to Section 2.05(e) to reimburse such Issuing Bank, then to such Revolving Lenders and such Issuing Bank as their interests may appear.

(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 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 and in its sole discretion, make available to the 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 Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, (A) in the case of Loans denominated in dollars, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (B) in the case of Loans denominated in a Permitted Foreign Currency, the rate determined by the Administrative Agent to be the cost to it of funding such amount (which determination will be conclusive absent manifest error) or (ii) in the case of the Borrower, the interest rate applicable to (A) in the case of Loans denominated in dollars, ABR Loans of the applicable Class and (B) in the case of Loans denominated in a Permitted Foreign Currency, the interest rate applicable to the subject Loan pursuant to Section 2.13. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.07. Interest Elections. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request or designated by Section 2.03 and, in the case of a Term Benchmark Borrowing, shall have an initial Interest Period as specified in such Borrowing Request or designated by Section 2.03. Thereafter, the Borrower may elect to convert such Borrowing to a Borrowing of a different Type (provided that Term Benchmark Borrowings denominated in a Permitted Foreign Currency may not be converted into ABR Borrowings but instead must be prepaid in the original currency of such Loan) or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower 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, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election in writing by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery, facsimile or other electronic transmission to the Administrative Agent of a written Interest Election Request signed by a Financial Officer of the Borrower.

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

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

(iv) if the resulting Borrowing is to be a Term Benchmark 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”.

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month’s duration.

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

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing prior to the end of the Interest Period applicable thereto,

then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period (i) in the case of a Term Benchmark Borrowing denominated in dollars, such Borrowing shall be converted to an ABR Borrowing and (ii) in the case of a Term Benchmark Borrowing denominated in a Permitted Foreign Currency, such Borrowing shall be continued as a Borrowing of the applicable Type for an Interest Period of one month. Notwithstanding any contrary provision hereof, if an Event of Default under clause (h) or (i) of Section 7.01 has occurred and is continuing with respect to the Borrower, or if any other Event of Default has occurred and is continuing and the Administrative Agent, at the request of a Majority in Interest of the Lenders of any Class has notified the Borrower of the election to give effect to this sentence on account of such other Event of Default, then, in each such case, so long as such Event of Default is continuing, (i) no outstanding Borrowing (or Borrowing of the applicable Class, as applicable) denominated in dollars may be converted to or continued as a Term Benchmark Borrowing, (ii) unless repaid, each Term Benchmark Borrowing (or Term Benchmark Borrowing of the applicable Class, as applicable) shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) unless repaid, each Term Benchmark Borrowing denominated in a Permitted Foreign Currency shall be continued as a Term Benchmark Borrowing with an Interest Period of one month's duration.

SECTION 2.08. Termination and Reduction of Commitments. (a) Unless previously terminated, (i) the Term B Commitments shall automatically terminate and be reduced to $0 on the Effective Date upon the making (or deemed making) of the Term B Loans and (ii) the Revolving Commitments shall automatically terminate and be reduced to $0 on the Revolving Maturity Date.

(b) The Borrower may at any time terminate, or from time to time permanently reduce, the Commitments of any Class; provided that (i) each partial reduction of the Commitments of any Class shall be in an amount that is an integral multiple of $500,000 and not less than $1,000,000 and (ii) the Borrower shall not terminate or reduce the Revolving Commitments if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.11, the Aggregate Revolving Exposure would exceed the Aggregate Revolving Commitment.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce the Commitments under paragraph (b) of this Section at least three 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 such notice, the Administrative Agent shall advise the Lenders of the applicable Class of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination or reduction of the Revolving Commitments delivered under this paragraph may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (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 of any Class shall be permanent. Each reduction of the Commitments of any Class shall be made ratably among the Lenders in accordance with their respective Commitments of such Class.

SECTION 2.09. Repayment of Loans; Evidence of Debt. (a) The Borrower hereby unconditionally promises to pay (i) to the Administrative Agent for the account of each Revolving Lender the then unpaid principal amount of each Revolving Loan made by such Revolving Lender to the Borrower on the Revolving Maturity Date, (ii) to the Administrative Agent for the account of each Term B Lender the then unpaid principal amount of each Term B

Loan made (or deemed to have been made) by such Term B Lender to the Borrower on the Term B Maturity Date and (iii) to the Administrative Agent for the account of each Term B Lender the then unpaid principal amount of each Term B Loan made (or deemed to have been made) by such Term B Lender to the Borrower as provided in Section 2.10.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the 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. The records maintained by the Administrative Agent and the Lenders shall be prima facie evidence of the existence and amounts of the obligations of the Borrower in respect of Loans made to the Borrower, LC Disbursements, interest and fees due or accrued, in each case, with respect to the Borrower hereunder; provided that the failure of the Administrative Agent or any Lender to maintain such records or any error therein shall not in any manner affect the obligation of the Borrower to pay any amounts due hereunder in accordance with the terms of this Agreement. In the event of any inconsistency between the entries made pursuant to paragraphs (b) and (c) of this Section 2.09, the accounts maintained by the Administrative Agent maintained pursuant to paragraph (c) of this Section 2.09 shall control.

(c) The Administrative Agent shall, in connection with maintenance of the Register in accordance with Section 9.04(b)(iv) maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal, premium, interest or fees due and payable or to become due and payable from the 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) Any Lender may request that Loans of any Class made by it be evidenced by a promissory note. In such event, the Borrower of such Loans shall prepare, execute and deliver to such Lender a promissory note payable to such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.10. Amortization of Term B Loans. (a) Subject to adjustment pursuant to paragraph (c) of this Section, the Borrower shall repay to the Administrative Agent, for the account of each Term B Lender, Term B Borrowings on each date set forth below in the aggregate principal amount set forth opposite such date (provided that if any such date is not a Business Day, such payment shall be due on the immediately preceding Business Day):

Date	Amount
June 30, 2026	$2,500,000.00
September 30, 2026	$2,500,000.00
December 31, 2026	$2,500,000.00
March 31, 2027	$2,500,000.00

June 30, 2027	$2,500,000.00
September 30, 2027	$2,500,000.00
December 31, 2027	$2,500,000.00
March 31, 2028	$2,500,000.00
June 30, 2028	$2,500,000.00
September 30, 2028	$2,500,000.00
December 31, 2028	$2,500,000.00
March 31, 2029	$2,500,000.00
June 30, 2029	$2,500,000.00
September 30, 2029	$2,500,000.00
December 31, 2029	$2,500,000.00
March 31, 2030	$2,500,000.00
June 30, 2030	$2,500,000.00
September 30, 2030	$2,500,000.00
December 31, 2030	$2,500,000.00
March 31, 2031	$2,500,000.00
June 30, 2031	$2,500,000.00
September 30, 2031	$2,500,000.00
December 31, 2031	$2,500,000.00
March 31, 2032	$2,500,000.00
June 30, 2032	$2,500,000.00
Term B Maturity Date	Balance of any remaining outstanding principal amount of Term B Loans

(b) To the extent not previously paid, the Borrower shall pay to the Administrative Agent for the account of the Term B Lenders the then unpaid principal amount of the Term B Loans on the Term B Maturity Date.

(c) Any prepayment by the Borrower of a Term Borrowing of any Class shall be applied to reduce the subsequent scheduled repayments of the Term Borrowings of such Class to

be made pursuant to this Section as directed in writing by the Borrower (or absent such direction, in direct order of maturity thereof); provided that (A) any prepayment of any Class of Incremental Term Borrowings shall be applied to subsequent scheduled repayments as provided in the applicable Incremental Facility Amendment, (B) any prepayment of Term Borrowings of any Class contemplated by Section 2.23 shall be applied to subsequent scheduled repayments as provided in such Section, (C) mandatory prepayments of Term Borrowings shall be applied to scheduled repayments of such Term Borrowings in direct order of maturity and (D) if any Lender elects to decline a mandatory prepayment of a Term Borrowing in accordance with Section 2.11(f), then the portion of such prepayment not so declined shall be applied to reduce the subsequent repayments of such Term Borrowing to be made pursuant to this Section ratably based on the amount of such scheduled repayments.

(d) Prior to any repayment of any Term Borrowings of any Class under this Section, the Borrower shall select the Borrowing or Borrowings of the applicable Class to be repaid and shall notify the Administrative Agent in writing (via hand delivery, facsimile or other electronic imaging) of such selection not later than 12:00 p.m., New York City time, two Business Days before the scheduled date of such repayment. Each repayment of a Term Borrowing shall be applied ratably to the Loans included in the repaid Term Borrowing. Repayments of Term Borrowings shall be accompanied by accrued interest on the amount repaid.

SECTION 2.11. Prepayment of Loans. (a) The 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 (except as set forth in clause (h) of this Section 2.11), subject to Section 2.16.

(b) In the event and on each occasion that the Aggregate Revolving Exposure exceeds the Aggregate Revolving Commitment, the Borrower shall prepay its Revolving Borrowings (or, if no such Revolving Borrowings are outstanding, deposit cash collateral in an account with the Administrative Agent in accordance with Section 2.05(i)) in an aggregate amount equal to such excess.

(c) In the event and on each occasion that any Net Proceeds are received by or on behalf of the Borrower or any Restricted Subsidiary in respect of any Prepayment Event (including by the Administrative Agent as loss payee in respect of any Prepayment Event described in clause (b) of the definition of the term "Prepayment Event"), the Borrower shall, within five Business Days after such Net Proceeds are received, prepay Term Borrowings in an aggregate amount equal to (i) in the case of any event described in clause (a) or (b) of the definition of the term "Prepayment Event", the Specified Net Proceeds Percentage or (ii) in the case of any event described in clause (c) of the definition of the term "Prepayment Event", 100%, in each case of the foregoing clauses (i) and (ii), of the amount of such Net Proceeds (provided that if the Borrower or any of its Restricted Subsidiaries has incurred Indebtedness that is permitted under Section 6.01 that is secured, on an equal and ratable basis with the Term Loans, by a Lien on the Collateral permitted under Section 6.02, and such Indebtedness is required to be prepaid or redeemed with the Net Proceeds of any event described in clause (a) or (b) of the definition of the term "Prepayment Event", then by such lesser percentage of such Net Proceeds such that such Indebtedness receives no greater than a ratable percentage of such Net Proceeds based upon the aggregate principal amount of the Term Loans and such Indebtedness then outstanding) (such Net Proceeds amount, as reduced in accordance with the proviso to this paragraph (c), the "Net Proceeds Prepayment Amount"); provided that, in the case of any event described in clause (a) or (b) of the definition of the term "Prepayment Event" and so long as no Event of Default under Section 7.01(a), 7.01(b) or, solely with respect to the Borrower, Section 7.01(h) or 7.01(i) has occurred and be continuing if the Borrower shall, on or prior to the date of

the required prepayment, deliver to the Administrative Agent a certificate of a Financial Officer to the effect that the Borrower intend to cause the Net Proceeds from such event (or a portion thereof specified in such certificate) to be applied within 365 days after receipt of such Net Proceeds to be reinvested in the business of the Borrower or its Restricted Subsidiaries, or to enter into an acquisition permitted by this Agreement, then no prepayment shall be required pursuant to this paragraph in respect of the Net Proceeds in respect of such event (or the portion of such Net Proceeds specified in such certificate, if applicable) except to the extent of any such Net Proceeds that have not been so applied by the end of such 365-day period (or within a period of 180 days thereafter if by the end of such initial 365-day period the Borrower or one or more Restricted Subsidiaries shall have committed to invest such proceeds), at which time a prepayment shall be required in an amount equal to such Net Proceeds that have not been so applied.

(d) Following the end of each fiscal year of the Borrower, commencing with the fiscal year ending December 31, 2026, the Borrower shall prepay Term Borrowings in an aggregate amount equal to the Specified ECF Percentage of Excess Cash Flow for such fiscal year (such amount, as reduced in accordance with the provisos to this paragraph (d), the "ECF Sweep Amount"); provided that no such payment shall be required if such amount is equal to or less than $100,000,000; provided further that such amount shall be reduced by the aggregate amount of prepayments of Term Borrowings and Revolving Borrowings (but only to the extent accompanied by a permanent reduction of the corresponding Commitment) made pursuant to paragraph (a) of this Section during such fiscal year (and, at the Borrower's option (and without deducting such amounts against the subsequent fiscal year's prepayment computation pursuant to this paragraph (d)), after the end of such fiscal year but prior to the date on which the prepayment pursuant to this Section 2.11(d) for such fiscal year is required to have been made); provided further that, in the case of any Term Loan prepaid in connection with the purchase thereof by a Purchasing Borrower Party pursuant to Section 9.04(e) at a discount to par, the prepayment required pursuant to this Section 2.11(d) shall be reduced, with respect to the prepayment of such Term Loan, only by the actual amount of cash paid to the applicable Lender or Lenders in connection with such purchase; provided, further, that such amount shall be reduced by the aggregate amount of Capital Expenditures and Investments (other than Investments in Permitted Investments and acquisitions permitted or not prohibited by this Agreement, to the extent that such Investments and acquisitions are made for bona fide business purposes in Persons that are not Restricted Subsidiaries), in each case, permitted under this Agreement, made in cash during such fiscal year (and, at the Borrower's option (and without deducting such amounts against the subsequent fiscal year's prepayment computation pursuant to this paragraph (d)), after the end of such fiscal year but prior to the date on which the prepayment pursuant to this Section 2.11(d) for such fiscal year is required to have been made) to the extent not financed with the proceeds of Long-Term Indebtedness. Each prepayment pursuant to this paragraph shall be made on or before the date on which financial statements are delivered pursuant to Section 5.01(a) with respect to the fiscal year for which Excess Cash Flow is being calculated (and in any event not later than the last day on which such financial statements may be delivered in compliance with such Section).

(e) Notwithstanding any other provisions of Section 2.11(c) or (d), (A) to the extent that any of or all the Net Proceeds of any Prepayment Event by or Excess Cash Flow of a Foreign Subsidiary of the Borrower giving rise to a prepayment pursuant to Section 2.11(c) or (d) (a "Foreign Prepayment Event") are prohibited or delayed by applicable local law from being repatriated to the Borrower, the portion of such Net Proceeds or Excess Cash Flow so affected will not be required to be taken into account in determining the amount to be applied to repay Term Loans at the times provided in Section 2.11(c) or (d), as the case may be, and such amounts

may be retained by such Subsidiary, and once the Borrower has determined in good faith that such repatriation of any of such affected Net Proceeds or Excess Cash Flow is permitted under the applicable local law, then the amount of such Net Proceeds or Excess Cash Flow will be taken into account as soon as practicable in determining the amount to be applied (net of additional taxes payable or reserved if such amounts were repatriated) to the repayment of the Term Loans pursuant to Section 2.11(c) or (d), as applicable, (B) to the extent that and for so long as the Borrower has determined in good faith that repatriation of any of or all the Net Proceeds of any Foreign Prepayment Event or Excess Cash Flow would have a material adverse tax or cost consequence with respect to such Net Proceeds or Excess Cash Flow, the amount of Net Proceeds or Excess Cash Flow so affected will not be required to be taken into account in determining the amount to be applied to repay Term Loans at the times provided in Section 2.11(c) or Section 2.11(d), as the case may be, and such amounts may be retained by such Subsidiary; provided that when the Borrower determines in good faith that repatriation of any of or all the Net Proceeds of any Foreign Prepayment Event or Excess Cash Flow would no longer have a material adverse tax consequence with respect to such Net Proceeds or Excess Cash Flow, such Net Proceeds or Excess Cash Flow shall be taken into account as soon as practicable in determining the amount to be applied (net of additional taxes payable or reserved against if such amounts were repatriated) to the repayment of the Term Loans pursuant to Section 2.11(c) or Section 2.11(d), as applicable, and (C) to the extent that and for so long as the Borrower has determined in good faith that repatriation of any of or all the Net Proceeds of any Foreign Prepayment Event or Excess Cash Flow would give rise to a risk of liability for the directors of such Subsidiary, the Net Proceeds or Excess Cash Flow so affected will not be required to be taken into account in determining the amount to be applied to repay Term Loans at the times provided in Section 2.11(c) or Section 2.11(d), as the case may be, and such amounts may be retained by such Subsidiary.

(f) Prior to any optional prepayment of Borrowings under this Section, the Borrower shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment delivered pursuant to paragraph (g) of this Section. In the event of any mandatory prepayment of Term Borrowings made at a time when Term Borrowings of more than one Class remain outstanding, the aggregate amount of such prepayment shall be allocated among the Term Borrowings (and, to the extent provided in the Incremental Facility Amendment for any Class of Incremental Term Loans, the Borrowings of such Class) pro rata based on the aggregate principal amount of outstanding Borrowings of each such Class; provided that any Term Lender (and, to the extent provided in the Incremental Facility Amendment for any Class of Incremental Term Loans, any Lender that holds Incremental Term Loans of such Class) may elect, by notice to the Administrative Agent in writing (via hand delivery, facsimile or other electronic imaging) at least one Business Day prior to the required prepayment date, to decline all or any portion of any prepayment of its Loans pursuant to this Section (other than (x) an optional prepayment pursuant to paragraph (a) of this Section or (y) a mandatory prepayment triggered by an event described in clause (c) of the definition of the term "Prepayment Event", neither of which may be declined), in which case the aggregate amount of the prepayment that would have been applied to prepay such Loans may be retained by the Borrower.

(g) The Borrower shall notify the Administrative Agent in writing (via hand delivery, facsimile or other electronic imaging) of any optional prepayment and, to the extent practicable, any mandatory prepayment hereunder (i) in the case of a prepayment of a Term Benchmark Borrowing, not later than 11:00 a.m., Local Time, three Business Days before the date of prepayment or (ii) in the case of a prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date, the principal amount of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a

reasonably detailed calculation of the amount of such prepayment; provided that (A) if a notice of optional prepayment is given in connection with a conditional notice of termination of the Revolving Commitments as contemplated by Section 2.08, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.08 and (B) a notice of prepayment of Term Borrowings pursuant to paragraph (a) of this Section may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified date of prepayment) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the applicable Class 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, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13.

(h) (I) All (i) prepayments of Term B Loans effected on or prior to the six-month anniversary of the Effective Date with the proceeds of a Repricing Transaction, and (ii) amendments, amendments and restatements or other modifications of this Agreement on or prior to the six-month anniversary of the Effective Date, the effect of which is a Repricing Transaction, shall be accompanied by a fee payable for the ratable account of each of the applicable Term B Lenders in an amount equal to 1.00% of the aggregate principal amount of the Term B Borrowings so prepaid in the case of a transaction described in clause (i) of this paragraph, or 1.00% of the aggregate principal amount of the Term B Borrowings affected by such amendment, amendment and restatement or other modification in the case of a transaction described in clause (ii) of this paragraph. Such fee shall be paid by the Borrower to the Administrative Agent, for the account of the Term B Lenders of the applicable Class, on the date of such prepayment.

(II) (i) If the Spin-Off has not occurred on or prior to the earlier of (x) November 5, 2025 and (y) the date on which Honeywell or the Borrower notifies the Administrative Agent in writing that the Spin-Off will not occur (such date, the "Deadline"), then (i) the Revolving Commitments shall terminate at such time and (ii) the Borrower shall (A) prepay no later than three Business Days following the Deadline in full in immediately available funds the aggregate outstanding principal amount of the Loans then outstanding at par plus accrued interest, and pay all other amounts payable in respect of the Loan Document Obligations and (B) cash collateralize any outstanding Letters of Credit in accordance with Section 2.05(i).

SECTION 2.12. Fees. (a) The Borrower agrees to pay to the Administrative Agent for the account of each Revolving Lender (other than a Defaulting Lender) in accordance with its Pro Rata Share of the Aggregate Revolving Commitments for the period from and including the Effective Date to but excluding the date on which the Revolving Commitments terminate (or are otherwise reduced to zero), a commitment fee which shall accrue at the Applicable Rate on the average daily unused amount of the aggregate Revolving Commitment of such Revolving Lender. Such accrued commitment fees accrued through and including the last day of March, June, September and December of each year shall be payable in arrears on the fifteenth day following such last day and on the date on which all the Revolving Commitments terminate, commencing on the first such date to occur after the Effective Date. For purposes of computing commitment fees, a Revolving Commitment of a Lender shall be deemed to be used to the extent of the outstanding Revolving Loans and LC Exposure of such Lender.

(b) The Borrower agrees to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Letters of Credit, which shall accrue at the same Applicable Rate then used to determine the interest rate applicable to Term Benchmark Revolving Loans on the average daily amount of such Lender's aggregate LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date on which all of such Lender's Revolving Commitments terminate and the date on which such Lender ceases to have any LC Exposure and (ii) to each Issuing Bank a fronting fee, which shall accrue at a rate per annum equal to 0.125% on the average daily amount of the LC Exposure attributable to Letters of Credit issued by such Issuing Bank (excluding any portion thereof attributable to unreimbursed LC Disbursements) during the period from and including the Effective Date to but excluding the later of the date of termination of all the Revolving Commitments and the date on which there ceases to be any such LC Exposure, 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. Participation fees and fronting fees accrued through and including the last day of March, June, September and December of each year shall be payable on the fifteenth day following such last day, commencing on the first such date to occur after the Effective Date; provided that all such fees shall be payable on the date on which all the Revolving Commitments terminate and any such fees accruing after the date on which all the Revolving Commitments terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable within 10 days after demand.

(c) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(d) The Borrower agrees to pay to the Arrangers and the Administrative Agent, for the account of each applicable Arranger and Lender, such other fees as shall have been separately agreed upon in writing (including pursuant to the Fee Letters and including upfront fees, which may be in the form of original issues discounts to the Loans) in the amounts and at the times so specified.

(e) 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 Revolving Lenders entitled thereto. Fees paid hereunder shall not be refundable under any circumstances.

(f) All commitment fees, participation fees, fronting fees and other fees payable pursuant to this Section 2.12 and all interest shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate at times when the Alternate Base Rate is based on the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

SECTION 2.13. Interest. (a) The Loans comprising each ABR Borrowing shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Term Benchmark Borrowing shall bear interest at the Adjusted Term SOFR Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) Notwithstanding the foregoing, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, and an Event of Default under Section 7.01(a), (b), (h) or (i) shall have occurred and be continuing, such overdue amount shall bear interest, on and from such date, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 2.00% per annum 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 overdue amount, 2.00% per annum plus the rate applicable to ABR Revolving Loans as provided in paragraph (a) of this Section. Payment or acceptance of the increased rates of interest provided for in this paragraph (c) is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent, any Issuing Bank or any Lender.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan and, in the case of a Revolving Loan of any Class, upon termination of the Revolving Commitments of such Class; provided that (i) interest accrued pursuant to paragraph (c) 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 Revolving Loan prior to the end of the Revolving 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 a Term Benchmark 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.

SECTION 2.14. Alternate Rate of Interest.

(a) Subject to clauses (b), (d), (e), (f) and (g) of this Section 2.14, if prior to the commencement of any Interest Period for a Term Benchmark Borrowing of any Class:

(i) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted Term SOFR Rate or the Term SOFR Rate, as applicable, for the applicable Agreed Currency and such Interest Period, provided that no Benchmark Transition Event with respect to such Benchmark shall have occurred at such time; or

(ii) the Administrative Agent is advised by the Required Lenders that the Adjusted Term SOFR Rate or the Term SOFR Rate as applicable, for the applicable Agreed Currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for the applicable Agreed Currency and such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (A) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Term Benchmark Borrowing shall be ineffective, (B) if any Borrowing Request requests a Term Benchmark Revolving Borrowing in dollars, such Borrowing shall be made as an ABR Borrowing and (C) if any Borrowing Request requests a Term Benchmark Borrowing in a Permitted Foreign Currency, then such request shall be ineffective; provided that if the circumstances giving rise to such notice

affect only one Type of Borrowing, then the other Types of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan in any Agreed Currency is outstanding on the date of the Borrower's receipt of the notice from the Administrative Agent referred to in this Section 2.14(a) with respect to the Adjusted Term SOFR Rate or the Term SOFR Rate (as applicable) for such Term Benchmark Loan then (i) if such Term Benchmark Loan is denominated in dollars, then on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), such Loan shall be converted by the Administrative Agent to, and shall constitute, an ABR Loan denominated in dollars on such day or (ii) if such Term Benchmark Loan is denominated in any Agreed Currency (other than dollars), then such Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) be converted by the Administrative Agent to, and (subject to the remainder of this subclause (B)) shall constitute, an ABR Loan denominated in dollars (in an amount equal to the Dollar Equivalent of such Agreed Currency) on such day (it being understood and agreed that if the Borrower does not so prepay such Loan on such day by 12:00 noon, local time, the Administrative Agent is authorized to effect such conversion of such Term Benchmark Loan into an ABR Loan denominated in dollars), and, in the case of such subclause (B), upon the Borrower's receipt of notice from the Administrative Agent that the circumstances giving rise to the aforementioned notice no longer exist, such ABR Loan denominated in dollars shall then be converted by the Administrative Agent to, and shall constitute, a Term Benchmark Loan denominated in such original Agreed Currency (in an amount equal to the Permitted Foreign Currency Equivalent of such Agreed Currency) on the day of such notice being given to the Borrower by the Administrative Agent.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is based upon Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(c) [Reserved]

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

(e) The Administrative Agent will promptly notify the Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.14(f) and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.14.

(f) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(g) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any request for a Term Benchmark Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, either (x) the Borrower will be deemed to have converted any request for a Term Benchmark Borrowing denominated in dollars into a request for a Borrowing of or conversion to ABR Loans or (y) any Term Benchmark Borrowing denominated in a Permitted Foreign Currency shall be ineffective. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR. Furthermore, if any Term Benchmark Loan in any Agreed Currency is outstanding on the date of the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to the Term SOFR Rate applicable to such Term Benchmark Loan, then (i) if such Term Benchmark Loan is denominated in dollars, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), such Loan shall be converted by the Administrative Agent to, and shall constitute, an ABR Loan denominated in dollars on such day or (ii) if such Term Benchmark Loan is denominated in any Agreed Currency (other than dollars), then such Loan shall, on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), at the Borrower's election prior to such day: (A) be prepaid by the Borrower on such day or (B) be converted by the Administrative Agent to, and (subject to the remainder of this subclause (B))

shall constitute, an ABR Loan denominated in dollars (in an amount equal to the Dollar Equivalent of such Agreed Currency) on such day (it being understood and agreed that if the Borrower does not so prepay such Loan on such day by 12:00 noon, local time, the Administrative Agent is authorized to effect such conversion of such Term Benchmark Loan into an ABR Loan denominated in dollars), and, in the case of such subclause (B), upon any subsequent implementation of a Benchmark Replacement in respect of such Agreed Currency pursuant to this Section 2.14, such ABR Loan denominated in dollars shall then be converted by the Administrative Agent to, and shall constitute, a Term Benchmark Loan denominated in such original Agreed Currency (in an amount equal to the Permitted Foreign Currency Equivalent of such Agreed Currency) on the day of such implementation, giving effect to such Benchmark Replacement in respect of such Agreed Currency.

SECTION 2.15. Increased Costs. If any Change in Law shall:

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

(ii) impose on any Lender or any Issuing Bank any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender, such Issuing Bank or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit) or to reduce the amount of any sum received or receivable by such Lender, such Issuing Bank or such other Recipient hereunder (whether of principal, interest or otherwise), then, from time to time upon request of such Lender, such Issuing Bank or such other Recipient, the Borrower will pay to such Lender, such Issuing Bank or such other Recipient, as applicable, such additional amount or amounts as will compensate such Lender, such Issuing Bank or such other Recipient, as applicable, for such additional costs or expenses incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has had or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit 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 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, from time to time upon the request of such

Lender or such Issuing Bank, the 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 or an Issuing Bank setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as applicable, as specified in paragraph (a) or (b) of this Section and the calculation thereof shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender or such Issuing Bank, as applicable, the amount shown as due on any such certificate within 30 days after receipt thereof.

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

(e) Notwithstanding any other provision of this Section, no Lender or Issuing Bank shall demand compensation for any increased cost or reduction pursuant to this Section 2.15 if (i) it shall not at the time be the general policy or practice of such Lender or Issuing Bank to demand such compensation in similar circumstances under comparable provisions of other credit agreements and (ii) such increased cost or reduction is due to market disruption, unless such circumstances generally affect the banking market and when the Required Lenders have made such a request.

SECTION 2.16. Break Funding Payments. In the event of (a) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (whether or not such notice may be revoked in accordance with the terms hereof) or (d) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.19(b) or 9.02(c), then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event (excluding loss of profit). In the case of a Term Benchmark Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender. A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section and the reasons therefor, and showing the calculation thereof, shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 30 days after receipt thereof. Notwithstanding the foregoing, this Section 2.16 will not apply to losses, costs or expenses resulting from Taxes.

SECTION 2.17. Taxes. (a) Payment Free of Taxes. Any and all payments by or on account of any obligation of any Loan Party under this Agreement or any other Loan Document shall be made without deduction or withholding for any Taxes, except as required by

applicable law. If any applicable law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then an additional amount shall be payable by the applicable Loan Party as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 2.17) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

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

(c) Evidence of Payment. As soon as practicable after any payment of Taxes by any Loan Party to a Governmental Authority pursuant to this Section 2.17, 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.

(d) Indemnification by the Loan Parties. The Loan Parties shall jointly and severally indemnify each Recipient, within 10 days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 2.17) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within 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 9.04(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 this Agreement or any other 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 this Agreement or any other Loan Document or otherwise payable by the Administrative Agent to such Lender from any other source against any amount due to the Administrative Agent under this paragraph.

(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 this Agreement or any other

Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower 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 Section 2.17(f)(ii)(A), 2.17(f)(ii)(B) or 2.17(f)(ii)(D)) 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 a U.S. Person shall deliver to the Borrower 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 or the Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower 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 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 this Agreement or any other Loan Document, executed copies of IRS Form W-8BEN or Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under this Agreement or any other Loan Document, IRS Form W-8BEN or Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c)(3)(B) of the Code, (x) a certificate substantially in the form of Exhibit J-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10-percent shareholder" of the Borrower within the meaning of Section 871(h)(3)(B) of the Code or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the

Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or Form W-8BEN-E, a U.S. Tax Compliance Certificate substantially in the form of Exhibit J-2 or Exhibit J-3, IRS Form W-9 and/or another certification document from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit J-4 on behalf of each such direct or indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower 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 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, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under this Agreement or any other Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower 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 Effective Date.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including by the payment of additional amounts paid pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such

refund (but only to the extent of indemnity payments made under this Section 2.17 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph, in no event will any indemnified party be required to pay any amount to any indemnifying party pursuant to this paragraph the payment of which would place such indemnified party in a less favorable net after-Tax position than such indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(h) For purposes of this Section 2.17, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

SECTION 2.18. Payments Generally; Pro Rata Treatment; Sharing of Setoffs. (a) The Borrower shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, prior to 1:00 p.m., New York City time), on the date when due, in immediately available funds, without any defense, setoff, recoupment 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 such account or accounts as may be specified by the Administrative Agent, except that payments required to be made directly to any Issuing Bank shall be so made, payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payment received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under this Agreement or any other Loan Document shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder of principal or interest in respect of any Loan or LC Disbursement shall, except as otherwise expressly provided herein, be made in the currency of such Loan or LC Disbursement; all other payments hereunder and under each other Loan Document shall be made in dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, unreimbursed LC Disbursements, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due to such parties, and (ii) second, towards payment of principal and unreimbursed LC Disbursements then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and unreimbursed LC Disbursements then due to such parties.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Revolving Loans, Term Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Revolving Loans, Term Loans and participations in LC Disbursements and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall notify the Administrative Agent of such fact and shall purchase (for cash at face value) participations in the Revolving Loans, Term Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the aggregate amount of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Revolving Loans, Term Loans and participations in LC Disbursements; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in LC Disbursements to any Eligible Assignee, to the Borrower or any Subsidiary or other Affiliate thereof in a transaction that complies with the terms of Section 9.04(e) or (f), as applicable. The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the Issuing Banks hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption and in its sole discretion, distribute to the Lenders or the Issuing Banks, as applicable, the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders or the Issuing Banks, as applicable, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.05(d) or (e), 2.06(a) or (b), 2.17(e), 2.18(d) or 9.03(c), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations in respect of such payment until all such unsatisfied obligations have been discharged and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender under any such Section, in the case of each of clauses (i) and (ii) above, in any order as determined by the Administrative Agent in its discretion.

SECTION 2.19. Mitigation Obligations; Replacement of Lenders. (a) If any Lender requests compensation under Section 2.15, or if any Loan Party is required to pay any Indemnified Taxes or additional amounts to any Lender or to any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall (at the request of the

Borrower) use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or its participation in any Letter of Credit affected by such event, or to assign and delegate its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment and delegation (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as applicable, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not be inconsistent with its internal policies or otherwise be disadvantageous to such Lender in any material respect. The Borrower hereby agree to pay all reasonable and documented assignment fees in connection with any such designation or assignment and delegation.

(b) If (i) any Lender has requested compensation under Section 2.15, (ii) the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, (iii) any Lender has become a Defaulting Lender, (iv) any Lender has become a Declining Lender under Section 2.22 or (v) any Lender is a Disqualified Institution, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights (other than its existing rights to payments pursuant to Section 2.15 or 2.17) and obligations under this Agreement and the other Loan Documents (or, in the case of any such assignment and delegation resulting from a Lender having become a Declining Lender, all its interests, rights and obligations under this Agreement and the other Loan Documents as a Lender of the applicable Class with respect to which such Lender is a Declining Lender) to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment and delegation); provided that (A) the Borrower shall have received the prior written consent of the Administrative Agent to the extent such consent would be required under Section 9.04(b) for an assignment of Loans or Commitments, as applicable (and, if a Revolving Commitment is being assigned, each Issuing Bank), which consent shall not unreasonably be withheld or delayed, (B) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and unreimbursed participations in LC Disbursements, accrued interest thereon, accrued but unpaid fees and all other amounts payable to it hereunder (including, if applicable, the prepayment fee pursuant to Section 2.11(h) (with such assignment being deemed to be an optional prepayment for purposes of determining the applicability of such Section)) (if applicable, in each case only to the extent such amounts relate to its interest as a Lender of a particular Class) from the assignee (in the case of such principal and accrued interest and fees (other than any fee payable pursuant to Section 2.11(h)) or the Borrower (in the case of all other amounts (including any fee payable pursuant to Section 2.11(h)), (C) the Borrower or such assignee shall have paid (unless waived) to the Administrative Agent the processing and recordation fee specified in Section 9.04(b), (D) in the case of any such assignment and delegation resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a material reduction in such compensation or payments and (E) such assignment and delegation does not conflict with applicable law. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver or consent by such Lender or otherwise (including as a result of any action taken by such Lender under paragraph (a) above), the circumstances entitling the Borrower to require such assignment and delegation have ceased to apply. Each party hereto agrees that an assignment required pursuant to this paragraph may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and that the Lender required to make such assignment need not be a party thereto.

SECTION 2.20. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Revolving Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Revolving Lender is a Defaulting Lender:

(a) commitment fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.12(a);

(b) the Revolving Commitment and Revolving Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders or any other requisite Lenders have taken or may take any action hereunder or under any other Loan Document (including any consent to any amendment, waiver or other modification pursuant to Section 9.02); provided that any amendment, waiver or other modification requiring the consent of all Lenders or all Lenders adversely affected thereby shall, except as otherwise provided in Section 9.02, require the consent of such Defaulting Lender in accordance with the terms hereof;

(c) if any LC Exposure exists at the time a Revolving Lender becomes a Defaulting Lender, then:

(i) [reserved];

(ii) all or any part of the LC Exposure (other than any portion thereof attributable to unreimbursed LC Disbursements with respect to which such Defaulting Lender shall have funded its participation as contemplated by Sections 2.05(e) and 2.05(f)) of such Defaulting Lender shall be reallocated among the non-Defaulting Revolver Lenders in accordance with their respective Applicable Percentages but only to the extent that (x) the sum of all non-Defaulting Revolving Lenders' Revolving Exposures plus such Defaulting Lender's LC Exposure does not exceed the sum of all non-Defaulting Revolving Lenders' Revolving Commitments and (y) such reallocation does not cause the aggregate Revolving Exposure of any non-Defaulting Lender to exceed such non-Defaulting Lender's Revolving Commitment; provided that, subject to Section 9.18, no reallocation under this clause (ii) shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a non-Defaulting Lender as a result of such non-Defaulting Lender's increased exposure following such reallocation;

(iii) if the reallocation described in clause (ii) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent cash collateralize for the benefit of the Issuing Banks the portion of such Defaulting Lender's LC Exposure that has not been reallocated in accordance with the procedures set forth in Section 2.05(i) for so long as such LC Exposure is outstanding;

(iv) if any portion of such Defaulting Lender's LC Exposure is cash collateralized pursuant to clause (iii) above, the Borrower shall not be required to pay participation fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such portion of such Defaulting Lender's LC Exposure for so long as such Defaulting Lender's LC Exposure is cash collateralized;

(v) if any portion of the LC Exposure of such Defaulting Lender is reallocated pursuant to clause (ii) above, then the fees payable to the Lenders pursuant to Sections 2.12(a) and 2.12(b) shall be adjusted to give effect to such reallocation;

(vi) [reserved]; and

(vii) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor cash collateralized pursuant to clause (ii) or (iii) above, then, without prejudice to any rights or remedies of any Issuing Bank or any other Lender hereunder, all participation fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be payable to the Issuing Banks (and allocated among them ratably based on the amount of such Defaulting Lender's LC Exposure attributable to Letters of Credit issued by each Issuing Bank) until and to the extent that such LC Exposure is reallocated and/or cash collateralized; and

(d) so long as such Revolving Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, amend, renew or extend any Letter of Credit unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding LC Exposure will be fully covered by the Revolving Commitments of the non-Defaulting Revolving Lenders and/or cash collateral provided by the Borrower in accordance with Section 2.20(c), and participating interests in any such issued, amended, renewed or extended Letter of Credit will be allocated among the non-Defaulting Revolving Lenders in a manner consistent with Section 2.20(c)(ii) (and such Defaulting Lender shall not participate therein).

In the event that (i) a Bankruptcy Event with respect to a Revolving Lender Parent shall occur following the Effective Date and for so long as such Bankruptcy Event shall continue or (ii) any applicable Issuing Bank has a good faith belief that any Revolving Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, such Issuing Bank shall not be required to issue, amend, renew or extend any Letter of Credit, unless such Issuing Bank shall have entered into arrangements with The Borrower or the applicable Revolving Lender, satisfactory to such Issuing Bank to defease any risk to it in respect of such Lender hereunder.

In the event that the Administrative Agent, the Borrower and each applicable Issuing Bank each agrees that a Defaulting Lender has adequately remedied all matters that caused the applicable Revolving Lender to be a Defaulting Lender, then the LC Exposure of the Revolving Lenders shall be readjusted to reflect the inclusion of such Revolving Lender's Revolving Commitment and on such date such Revolving Lender shall purchase at par such of the Revolving Loans of the applicable Class of the other Revolving Lenders of such Class as the Administrative Agent shall determine may be necessary in order for such Revolving Lender to hold such Revolving Loans of such Class 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 Borrower while such Revolving Lender was a Defaulting Lender; provided further that, except as otherwise expressly agreed by the affected parties, no change hereunder from a Defaulting Lender to a non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Revolving Lender's having been a Defaulting Lender.

SECTION 2.21. Incremental Extensions of Credit. (a) At any time and from

time to time, commencing on the Effective Date and ending on the latest Maturity Date, subject to the terms and conditions set forth herein, the Borrower may, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly deliver a copy to each of the Lenders), request (i) to add one or more additional tranches of term loans denominated in dollars (the "Incremental Term Loans"), (ii) one or more increases in the aggregate amount of any Class of Term Loans (each such increase, a "Incremental Term Loan Increase"), (iii) to add one or more additional tranches of revolving commitments (each, an "Incremental Revolving Commitment", and the loans made pursuant thereto, the "Incremental Revolving Loans"), (iv) solely during the Revolving Availability Period, one or more increases in the aggregate amount of the Revolving Commitments (each such increase, a "Revolving Commitment Increase" and, together with the Incremental Term Loans, any Incremental Term Loan Increase, any Alternative Incremental Facility Debt and the Incremental Revolving Commitments, the "Incremental Extensions of Credit", the Incremental Revolving Commitments and the Incremental Revolving Loans, together with the Incremental Term Loans, any Revolving Commitment Increase and any Incremental Term Loan Increase, the "Incremental Facilities")) or (v) Alternative Incremental Facility Debt, in an aggregate principal amount of up to (x) the greater of (A) $1,000,000,000 and (B) 100% of LTM Consolidated EBITDA in the aggregate in respect of all Incremental Facilities and Alternative Incremental Facility Debt incurred after the Effective Date (as determined at the time of incurrence of such Incremental Facilities in accordance with Section 1.06), plus (y) the amount of any voluntary prepayments of the Term Loans and permanent reductions in the amount of the Revolving Commitments, in each case, to the extent not funded with long-term Indebtedness, plus (z) an additional amount if, after giving effect to the incurrence of such additional amount and the application of the proceeds therefrom (assuming that the full amount of such Incremental Extensions of Credit being established on such date has been funded on such date) on a Pro Forma Basis (A) in the case of any such Incremental Extensions of Credit that is secured by a Lien on the Collateral on a pari passu basis to the Liens securing the Obligations, the Consolidated First Lien Leverage Ratio does not exceed (1) 2.50 to 1.00 or (2) if incurred in connection with a Permitted Acquisition, the greater of (I) 2.50 to 1.00 and (II) the Consolidated First Lien Leverage Ratio immediately prior to such incurrence, (B) in the case of any such Incremental Extensions of Credit secured by a Lien on the Collateral on a junior basis to the Liens securing the Obligations, the Consolidated Secured Leverage Ratio does not exceed (1) 3.00 to 1.00 or (2) if incurred in connection with a Permitted Acquisition, the greater of (I) 3.00 to 1.00 and (II) the Consolidated Secured Leverage Ratio immediately prior to such incurrence and (C) in the case of any such Incremental Extensions of Credit that is unsecured, the Consolidated Total Leverage Ratio does not exceed (1) 4.00 to 1.00 or (2) if incurred in connection with a Permitted Acquisition, the greater of (I) 4.00 to 1.00 and (II) the Consolidated Total Leverage Ratio immediately prior to such incurrence (in each case, assuming any such Incremental Revolving Commitments being established on such date are fully drawn and excluding any amounts incurred concurrently in reliance on clause (x) or (y) above) (it being understood that if the proceeds of the relevant Incremental Extensions of Credit will be applied to finance a Limited Condition Transaction and the Borrower has made an LCT Election, compliance with the Consolidated First Lien Leverage Ratio, the Consolidated Secured Leverage Ratio or Consolidated Total Leverage Ratio tests prescribed above may be determined as of the LCT Test Date in respect of such Limited Condition Transaction on a Pro Forma Basis); provided, (A) unless the Borrower elects otherwise, each Incremental Extensions of Credit shall be deemed incurred first under clause (z) to the extent permitted with any balance incurred under the clause (x) and/or clause (y) and (B) if the Borrower incurs any Incremental Extensions of Credit under clause (x) and/or clause (y) on the same date that it incurs such Incremental Extensions of Credit under clause (z), then the Consolidated First Lien Leverage Ratio, Consolidated Secured Leverage Ratio or Consolidated Total Leverage Ratio will be calculated with respect to such incurrence under clause (z) without regard to such incurrence under clause (x) and/or clause (y);

provided further that, at the time of each such request and upon the effectiveness of each Incremental Facility Amendment, (A) no Event of Default has occurred and is continuing or shall result therefrom (or, in the event the proceeds of any Incremental Extension of Credit are used to finance any Limited Condition Transaction permitted hereunder for which the Borrower has made an LCT Election, no Event of Default shall exist and be continuing as of the LCT Test Date for such Limited Condition Transaction), (B) the representations and warranties of the Borrower and each other Loan Party, as applicable, set forth in the Loan Documents would be true and correct in all material respects (or, in the case of representations and warranties qualified as to materiality or Material Adverse Effect, in all respects) on and as of the date of, and immediately after giving effect to, the incurrence of such Incremental Extension of Credit (or, if incurred in connection with a Limited Condition Transaction, on the LCT Test Date) (provided that in the event the proceeds of any Incremental Extension of Credit are used to finance any Investment permitted hereunder, such condition precedent related to the making and accuracy of such representations and warranties may be waived or limited as agreed between the Borrower and the Lenders providing such Incremental Extension of Credit, without the consent of any other Lenders) and (C) the Borrower shall have delivered a certificate of a Financial Officer to the effect set forth in clauses (A) and (B) above. Each Class of Incremental Term Loans and Incremental Revolving Commitments, and each Revolving Commitment Increase, shall be in an integral multiple of the $5,000,000 and be in an aggregate principal amount that is not less than $25,000,000; provided that such amount may be less than $25,000,000 if such amount represents all the remaining availability under the aggregate principal amount of Incremental Extensions of Credit set forth above.

(b) The Incremental Facilities (i) shall be documented pursuant to an Incremental Facility Amendment and rank pari passu in right of payment in respect of the Collateral and with the Obligations in respect of the Revolving Commitments and the Term B Loans, (ii) shall not have a borrower other than the Borrower or another Loan Party, (iii) shall not be secured by any property or assets of the Borrower or any Restricted Subsidiary other than the Collateral or guaranteed by any Subsidiaries other than the Loan Parties, and (iv) shall, except as otherwise set forth herein, be on terms and subject to conditions as agreed between the Borrower and the Lenders providing the applicable Incremental Extension of Credit and to the extent such terms (other than with respect to maturity, amortization and pricing) are inconsistent with those governing the other Loans hereunder, the covenants and events of default of any Incremental Facility shall be, when taken as a whole, no more favorable to the Lenders providing the applicable Incremental Facility than the terms governing the Loans hereunder, unless (1) the Lenders receive the benefit of such more restrictive terms (it being understood to the extent that any covenant is added for the benefit of any Incremental Facility, no consent shall be required from the Administrative Agent or any Lender to the extent that such covenant is also added for the benefit of the Lenders), (2) such more restrictive terms only apply after the Latest Maturity Date or (3) such terms shall be reasonably satisfactory to the Administrative Agent and the Borrower; provided further, that (A) for any Incremental Term Loans (including in the form of any Incremental Term Loan Increase) incurred prior to the date that is six (6) months after the Effective Date, if the Weighted Average Yield relating to such Incremental Term Loans that (w) rank pari passu to the Term Loans with respect to security, (x) are broadly syndicated to banks and other financial institutions, (y) are not incurred to finance a Permitted Acquisition or other similar Investment and (z) have a maturity date that is less than one year after the Term B Maturity Date, exceeds the Weighted Average Yield relating to the Term Loans (after giving effect to any amendments to the applicable margin on such Class of existing Term Loans prior to the time that such Incremental Term Loans are made) immediately prior to the effectiveness of the applicable Incremental Facility Amendment by more than 0.50%, then the Applicable Rate relating to such Class of existing Term Loans shall be adjusted so that the Weighted Average

Yield relating to such Incremental Term Loans shall not exceed the Weighted Average Yield relating to such Class of existing Term Loans by more than 0.50% (this provision, the "MFN Provision"), (B) any Incremental Term Loan shall not have (1) a final maturity date earlier than the Term B Maturity Date or (2) a weighted average life to maturity that is shorter than the remaining weighted average life to maturity of the then-remaining Term Loans; provided that the requirements set forth in the foregoing clause (B) shall not apply to any Indebtedness (x) consisting of a customary bridge facility so long as such bridge facility converts into long-term Indebtedness that satisfies this clause (B) or (y) incurred in reliance on the Inside Maturity Exception; (C) any Incremental Revolving Commitment or any Revolving Commitment Increase shall not have a maturity date that is earlier than the Revolving Maturity Date and shall not require any scheduled amortization or mandatory commitment reductions prior to the Revolving Maturity Date and (D) any Incremental Term Loan Increase shall be treated the same as the Class of Term Loans being increased (including with respect to maturity date thereof), shall be considered to be part of the Class of Term Loans being increased and shall be on the same terms applicable to such Term Loans.

(c) Any additional bank, financial institution, existing Lender or other Person that elects to extend Incremental Extensions of Credit (i) shall, to the extent a consent would be required under Section 9.04 if such additional bank, financial institution, existing Lender or other Person were taking an assignment of Loans or Commitments, be approved by the Borrower and the Administrative Agent (and, in the case of any Incremental Revolving Commitment or Revolving Commitment Increase, each applicable Issuing Bank) (such approval not be unreasonably withheld) (any such bank, financial institution, existing Lender or other Person being called an "Additional Lender") and (ii) if not already a Lender, shall become a Lender under this Agreement pursuant to an amendment (an "Incremental Facility Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, each such Additional Lender and the Administrative Agent. No Lender shall be obligated to provide any Incremental Extension of Credit unless it so agrees. Commitments in respect of any Incremental Extension of Credit shall become Commitments (or in the case of any Revolving Commitment Increase to be provided by an existing Revolving Lender, an increase in such Lender's Revolving Commitment) under this Agreement upon the effectiveness of the applicable Incremental Facility Amendment. An Incremental Facility Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement or to any other Loan Document as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section (including to provide for voting provisions applicable to the Additional Lenders comparable to the provisions of clause (B) of the second proviso of Section 9.02(b)). The effectiveness of any Incremental Facility Amendment shall, unless otherwise agreed to by the Administrative Agent and the Additional Lenders, be subject to the satisfaction on the effective date thereof of each of the conditions set forth in clauses (a) and (b) of Section 4.02 (it being understood and agreed that all references to a Borrowing in clauses (a) and (b) of Section 4.02 shall be deemed to refer to the applicable Incremental Facility Amendment).

(d) On the date of effectiveness of any Revolving Commitment Increase, (i) the aggregate principal amount of the Revolving Loans outstanding (the "Existing Revolving Borrowings") immediately prior to the effectiveness of such Revolving Commitment Increase shall be deemed to be repaid, (ii) each Revolving Commitment Increase Lender that shall have had a Revolving Commitment prior to the effectiveness of such Revolving Commitment Increase shall pay to the Administrative Agent in same day funds an amount equal to the amount, if any, by which (A) (1) such Revolving Commitment Increase Lender's Applicable Percentage (calculated after giving effect to the effectiveness of such Revolving Commitment Increase) multiplied by (2) the aggregate principal amount of the Resulting Revolving Borrowings (as

hereinafter defined) exceeds (B) (1) such Revolving Commitment Increase Lender's Applicable Percentage (calculated without giving effect to the effectiveness of such Revolving Commitment Increase) multiplied by (2) the aggregate principal amount of the Existing Revolving Borrowings, (iii) each Revolving Commitment Increase Lender that shall not have had a Revolving Commitment prior to the effectiveness of such Revolving Commitment Increase shall pay to the Administrative Agent in same day funds an amount equal to (1) such Revolving Commitment Increase Lender's Applicable Percentage (calculated after giving effect to the effectiveness of such Revolving Commitment Increase) multiplied by (2) the aggregate principal amount of the Resulting Revolving Borrowings, (iv) after the Administrative Agent receives the funds specified in clauses (ii) and (iii) above, the Administrative Agent shall pay to each Revolving Lender of the applicable Class the portion of such funds that is equal to the amount, if any, by which (A) (1) such Revolving Lender's Applicable Percentage (calculated without giving effect to the effectiveness of such Revolving Commitment Increase) multiplied by (2) the aggregate principal amount of the Existing Revolving Borrowings, exceeds (B) (1) such Revolving Lender's Applicable Percentage (calculated after giving effect to the effectiveness of such Revolving Commitment Increase) multiplied by (2) the aggregate principal amount of the Resulting Revolving Borrowings, (v) after the effectiveness of such Revolving Commitment Increase, the Borrower shall be deemed to have made new Revolving Borrowings (the "Resulting Revolving Borrowings") in an aggregate principal amount equal to the aggregate principal amount of the Existing Revolving Borrowings and of the Types and for the Interest Periods specified in a Borrowing Request delivered to the Administrative Agent in accordance with Section 2.03 (and the Borrower shall deliver such Borrowing Request), (vi) each Revolving Lender of the applicable Class shall be deemed to hold its Applicable Percentage of each Resulting Revolving Borrowing (calculated after giving effect to the effectiveness of such Revolving Commitment Increase) and (vii) the Borrower shall pay each Revolving Lender any and all accrued but unpaid interest on its Loans comprising the Existing Revolving Borrowings. The deemed payments of the Existing Revolving Borrowings made pursuant to clause (i) above shall be subject to compensation by the Borrower pursuant to the provisions of Section 2.16 if the date of the effectiveness of such Revolving Commitment Increase occurs other than on the last day of the Interest Period relating thereto. Upon each Revolving Commitment Increase pursuant to this Section, each Revolving Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each Revolving Commitment Increase Lender, and each such Revolving Commitment Increase Lender will automatically and without further act be deemed to have assumed, a portion of such Revolving Lender's participations hereunder in outstanding Letters of Credit such that, after giving effect to such Revolving Commitment Increase and each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding participations hereunder in Letters of Credit held by each Revolving Lender (including each such Revolving Commitment Increase Lender) will equal such Revolving Lender's Applicable Percentage.

(e) Notwithstanding anything to the contrary contained in this Section 2.21, unless the Administrative Agent shall agree otherwise, after giving effect to any transaction contemplated in this Section 2.21, there shall not be more than six Classes of Loans or Commitments (including any revolving and term loan facilities) hereunder at any one time outstanding.

SECTION 2.22. Extension of Maturity Date (a) The Borrower may, by delivery of a Maturity Date Extension Request to the Administrative Agent (which shall promptly deliver a copy thereof to each of the Lenders) not less than 30 days prior to the then-existing Maturity Date for the applicable Class of Commitments and/or Loans hereunder to be extended (the "Existing Maturity Date"), request that the Lenders extend the Existing Maturity Date in

accordance with this Section; provided that, for the avoidance of doubt, each Lender may elect to agree or not agree, in its sole discretion, to an extension of a Maturity Date. Each Maturity Date Extension Request shall (i) specify the applicable Class of Commitments and/or Loans hereunder to be extended, (ii) specify the date to which the applicable Maturity Date is sought to be extended, (iii) specify the changes, if any, to the Applicable Rate to be applied in determining the interest payable on the Loans of, and fees payable hereunder to, Consenting Lenders (as defined below) in respect of that portion of their Commitments and/or Loans extended to such new Maturity Date and the time as of which such changes will become effective (which may be prior to the Existing Maturity Date) and (iv) specify any other amendments or modifications to this Agreement to be effected in connection with such Maturity Date Extension Request; provided that no such changes or modifications requiring approvals pursuant to the provisos to Section 9.02(b) shall become effective prior to the Existing Maturity Date unless such other approvals have been obtained. In the event a Maturity Date Extension Request shall have been delivered by the Borrower, each Lender shall have the right to agree to the extension of the Existing Maturity Date and other matters contemplated thereby on the terms and subject to the conditions set forth therein (each Lender agreeing to the Maturity Date Extension Request being referred to herein as a "Consenting Lender" and each Lender not agreeing thereto being referred to herein as a "Declining Lender"), which right may be exercised by written notice thereof, specifying the maximum amount of the Commitment and/or Loans of such Lender with respect to which such Lender agrees to the extension of the Maturity Date, delivered to the Borrower (with a copy to the Administrative Agent) not later than a day to be agreed upon by the Borrower and the Administrative Agent following the date on which the Maturity Date Extension Request shall have been delivered by the Borrower (it being understood and agreed that any Lender that shall have failed to exercise such right as set forth above shall be deemed to be a Declining Lender). If a Lender elects to extend only a portion of its then existing Commitment and/or Loans, it will be deemed for purposes hereof to be a Consenting Lender in respect of such extended portion and a Declining Lender in respect of the remaining portion of its Commitment and/or Loans, and the aggregate principal amount of each Type and currency of Loans of the applicable Class of such Lender shall be allocated ratably among the extended and non-extended portions of the Loans of such Lender based on the aggregate principal amount of such Loans so extended and not extended. If Consenting Lenders shall have agreed to such Maturity Date Extension Request in respect of Commitments and/or Loans held by them, then, subject to paragraph (d) of this Section, on the date specified in the Maturity Date Extension Request as the effective date thereof (the "Extension Effective Date"), (i) the Existing Maturity Date of the applicable Commitments and/or Loans shall, as to the Consenting Lenders, be extended to such date as shall be specified therein, (ii) the terms and conditions of the applicable Commitments and/or Loans of the Consenting Lenders (including interest and fees (including Letter of Credit fees) payable in respect thereof) shall be modified as set forth in the Maturity Date Extension Request and (iii) such other modifications and amendments hereto specified in the Maturity Date Extension Request shall (subject to any required approvals (including those of the Required Lenders) having been obtained) become effective.

(b) Notwithstanding the foregoing, the Borrower shall have the right, in accordance with the provisions of Sections 2.19(b) and 9.04, at any time prior to the Existing Maturity Date, to replace a Declining Lender (for the avoidance of doubt, only in respect of that portion of such Lender's Commitment and/or Loans subject to a Maturity Date Extension Request that it has not agreed to extend) with a Lender or other financial institution that will agree to such Maturity Date Extension Request, and any such replacement Lender shall for all purposes constitute a Consenting Lender in respect of the Commitment and/or Loans assigned to and assumed by it on and after the effective time of such replacement.

(c) If a Maturity Date Extension Request has become effective hereunder:

(i) solely in respect of a Maturity Date Extension Request that has become effective in respect of the Revolving Commitments, not later than the fifth Business Day prior to the Existing Maturity Date, the Borrower shall make prepayments of Revolving Loans and shall provide cash collateral in respect of Letters of Credit, in each case, in the manner set forth in Section 2.05(i), such that, after giving effect to such prepayments and such provision of cash collateral, the Aggregate Revolving Exposure as of such date will not exceed the aggregate Revolving Commitments of the Consenting Lenders extended pursuant to this Section (and the Borrower shall not be permitted thereafter to request any Revolving Loan or any issuance, amendment, renewal or extension of a Letter of Credit if, after giving effect thereto, the Aggregate Revolving Exposure would exceed the aggregate amount of the Revolving Commitments so extended);

(ii) solely in respect of a Maturity Date Extension Request that has become effective in respect of the Revolving Commitments, on the Existing Maturity Date, the Revolving Commitment of each Declining Lender shall, to the extent not assumed, assigned or transferred as provided in paragraph (b) of this Section, terminate, and the Borrower shall repay all the Revolving Loans made by each Declining Lender to the Borrower to the extent such Loans shall not have been so purchased, assigned and transferred, in each case together with accrued and unpaid interest and all fees and other amounts owing to such Declining Lender hereunder, it being understood and agreed that, subject to satisfaction of the conditions set forth in Section 4.02, such repayments may be funded with the proceeds of new Revolving Borrowings made simultaneously with such repayments by the Consenting Lenders, which such Revolving Borrowings shall be made ratably by the Consenting Lenders in accordance with their extended Revolving Commitments; and

(iii) solely in respect of a Maturity Date Extension Request that has become effective in respect of a Class of Term Loans, on the Existing Maturity Date, the Borrower shall repay all the Loans of such Class made by each Declining Lender to the Borrower, to the extent such Loans shall not have been so purchased, assigned and transferred, in each case together with accrued and unpaid interest and all fees and other amounts owing to such Declining Lender hereunder, it being understood and agreed that, subject to satisfaction of the conditions set forth in Section 4.02, such repayments may be funded with the proceeds of new Revolving Borrowings made simultaneously with such repayments by the Revolving Lenders.

(d) Notwithstanding the foregoing, no Maturity Date Extension Request shall become effective hereunder unless, on the Extension Effective Date, the conditions set forth in clauses (a) and (b) of Section 4.02 shall be satisfied (with all references in such Section to a Borrowing being deemed to be references to such Maturity Date Extension Request) and the Administrative Agent shall have received a certificate to that effect dated such date and executed by a Financial Officer of the Borrower.

(e) Notwithstanding any provision of this Agreement to the contrary, it is hereby agreed that no extension of an Existing Maturity Date in accordance with the express terms of this

Section, or any amendment or modification of the terms and conditions of the Commitments and the Loans of the Consenting Lenders effected pursuant thereto, shall be deemed to (i) violate the last sentence of Section 2.08(c) or Section 2.18(b) or 2.18(c) or any other provision of this Agreement requiring the ratable reduction of Commitments or the ratable sharing of payments or (ii) require the consent of all Lenders or all affected Lenders under Section 9.02(b).

(f) The Borrower, the Administrative Agent and the Consenting Lenders may enter into an amendment to this Agreement to effect such modifications as may be necessary to reflect the terms of any Maturity Date Extension Request that has become effective in accordance with the provisions of this Section.

(g) Notwithstanding anything to the contrary contained in this Section 2.22, unless the Administrative Agent shall agree otherwise, after giving effect to any transaction contemplated in this Section 2.22, there shall not be more than six Classes of Loans or Commitments (including any revolving and term loan facilities) hereunder at any one time outstanding.

SECTION 2.23. Refinancing Facilities. (a) The Borrower may, on one or more occasions, by written notice to the Administrative Agent, obtain Refinancing Term Loan Indebtedness. Each such notice shall specify the date (each, a "Refinancing Effective Date") on which the Borrower proposes that such Refinancing Term Loan Indebtedness shall be made, which shall be a date not less than five Business Days after the date on which such notice is delivered to the Administrative Agent; provided that:

(i) no Event of Default of the type set forth in Section 7.01(a), (b), (h) or (i) shall have occurred and be continuing;

(ii) substantially concurrently with the incurrence of such Refinancing Term Loan Indebtedness, the Borrower shall repay or prepay then outstanding Term Borrowings of the applicable Class made to the Borrower (together with any accrued but unpaid interest thereon and any prepayment premium with respect thereto) in an aggregate principal amount equal to the Net Proceeds of such Refinancing Term Loan Indebtedness, and any such prepayment of Term Borrowings of such Class shall be applied to reduce the subsequent scheduled repayments of Term Borrowings of such Class to be made pursuant to Section 2.09(a) ratably,

(iii) such notice shall set forth, with respect to the Refinancing Term Loan Indebtedness established thereby in the form of Refinancing Term Loans, to the extent applicable, the following terms thereof: (a) the designation of such Refinancing Term Loans as a new "Class" for all purposes hereof, (b) the stated termination and maturity dates applicable to the Refinancing Term Loans of such Class, (c) amortization applicable thereto and the effect thereon of any prepayment of such Refinancing Term Loans, (d) the interest rate or rates applicable to the Refinancing Term Loans of such Class, (e) the fees applicable to the Refinancing Term Loans of such Class, (f) any original issue discount applicable thereto, (g) the initial Interest Period or Interest Periods applicable to Refinancing Term Loans of such Class and (h) any voluntary or mandatory commitment reduction or prepayment requirements applicable to Refinancing Term Loans of such Class (which prepayment requirements may provide that such Refinancing

Term Loans may participate in any mandatory prepayment on a pro rata basis with any Class of existing Term Loans, but may not provide for prepayment requirements that are materially more favorable to the Lenders holding such Refinancing Term Loans than to the Lenders holding such Class of Term Loans) and any restrictions on the voluntary or mandatory reductions or prepayments of Refinancing Term Loans of such Class, and

(iv) such Refinancing Term Loan Indebtedness will, to the extent secured, rank pari passu or junior in right of payment and of security with the other Loans and Commitments hereunder on the terms set out in an Acceptable Intercreditor Agreement.

(b) Any Lender or any other Eligible Assignee approached by the Borrower to provide all or a portion of the Refinancing Term Loan Indebtedness may elect or decline, in its sole discretion, to provide any Refinancing Term Loan Indebtedness.

(c) Any Refinancing Term Loans shall be established pursuant to a Refinancing Facility Agreement executed and delivered by the Borrower, each Refinancing Term Lender providing such Refinancing Term Loan and the Administrative Agent, which shall be consistent with the provisions set forth in clause (a) above (but which shall not require the consent of any other Lender). Each Refinancing Facility Agreement shall be binding on the Lenders, the Loan Parties and the other parties hereto and may effect amendments to the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrower, to effect provisions of this Section 2.23, including any amendments necessary to treat such Refinancing Term Loans as a new "Class" of loans hereunder. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Refinancing Facility Agreement.

(d) Notwithstanding anything to the contrary contained in this Section 2.23, unless the Administrative Agent shall agree otherwise, after giving effect to any transaction contemplated in this Section 2.23, there shall not be more than six Classes of Loans or Commitments (including any revolving and term loan facilities) hereunder at any one time outstanding.

ARTICLE III

Representations and Warranties

The Borrower (with respect to itself and, where applicable, the Restricted Subsidiaries) represents and warrants to the Administrative Agent, each of the Issuing Banks and each of the Lenders that:

SECTION 3.01. Organization; Powers. Each of the Borrower and the Restricted Subsidiaries (a) is duly organized, validly existing and, to the extent that such concept is applicable in the relevant jurisdiction, in good standing (to the extent such concept exists in the relevant jurisdictions) under the laws of the jurisdiction of its organization, (b) has the corporate or other organizational power and authority to carry on its business as now conducted, to execute, deliver and perform its obligations under this Agreement and each other Loan Document and (c) except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and, to the extent that such concept exists in the relevant jurisdiction, is in good standing in, every jurisdiction where such qualification is required.

SECTION 3.02. Authorization; Due Execution and Delivery; Enforceability. This Agreement has been duly authorized, executed and delivered by the Borrower and constitutes, and each other Loan Document to which any Loan Party is to be a party, when executed and delivered by such Loan Party, will constitute, a legal, valid and binding obligation of the Borrower or such Loan Party, as applicable, enforceable against such Person in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. Except as set forth on Schedule 3.03, the execution, delivery and performance by each Loan Party of each Loan Document to which it is a party (a) as of the date such Loan Document is executed, do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except (i) filings necessary to perfect Liens created under the Loan Documents or (ii) where failure to obtain such consent or approval, or make such registration or filing, in the aggregate, would not reasonably be expected to have a Material Adverse Effect, (b) will not violate any Requirement of Law applicable to the Borrower or any Restricted Subsidiary, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon the Borrower or any Restricted Subsidiary or their respective assets, or give rise to a right thereunder to require any payment, repurchase or redemption to be made by the Borrower or any Restricted Subsidiary or give rise to a right of, or result in, termination, cancelation or acceleration of any obligation thereunder, except with respect to any violation, default, payment, repurchase, redemption, termination, cancellation or acceleration under this clause (c) or clause (b) above that would not reasonably be expected to have a Material Adverse Effect and (d) will not result in the creation or imposition of any Lien on any asset of the Borrower or any Restricted Subsidiary, except Liens created under the Loan Documents or permitted by Section 6.02.

SECTION 3.04. Financial Condition; No Material Adverse Change(a) .

(a) The Audited Financial Statements and the Unaudited Financial Statements present fairly, in all material respects, the financial position of the Borrower and the Subsidiaries on a combined consolidated basis as of such dates and their results of operations and cash flows for the period covered thereby, and were prepared in accordance with GAAP consistently applied throughout the period covered thereby except as otherwise expressly noted therein, subject to normal year-end audit adjustments and, in the case of the Unaudited Financial Statements, the absence of footnotes.

(b) Except as set forth in the financial statements referred to in this Section 3.04 and the Form 10, since the Effective Date, no event, change or condition has occurred that has had, or would reasonably be expected to have, a Material Adverse Effect.

SECTION 3.05. Properties. (a) Each of the Borrower and the Restricted Subsidiaries has good title to, or valid leasehold (or license or similar) interests in or other limited property interests in, all its real and personal property necessary for the conduct of its business (including the Mortgaged Properties), (i) free and clear of Liens, other than Liens expressly permitted by Section 6.02 and (ii) except for defects in title or interest that do not interfere with its ability to conduct its business as currently conducted or as proposed to be conducted or to utilize such properties for their intended purposes, in each case, except where the failure to do so would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) To the knowledge of the Borrower or any Restricted Subsidiary, (i) each of the Borrower and the Restricted Subsidiaries owns, or has a valid and enforceable right to use, any and all Intellectual Property that is used in or necessary for its business as currently conducted, and (ii) the use thereof by the Borrower and each Restricted Subsidiary does not infringe upon, misappropriate or otherwise violate the rights of any other Person, except, in each case of (i) and (ii), as would not reasonably be expected to result in a Material Adverse Effect. No claim or litigation regarding any and all trademarks, service marks, trade names, domain names, copyrights, rights in software, patents, patents rights, trade secrets, database rights, design rights and any and all other Intellectual Property or similar proprietary rights throughout the world and all registrations and applications for registrations therefor (collectively, "IP Rights") owned or used by the Borrower or any Restricted Subsidiary is pending or, to the knowledge of the Borrower or any Restricted Subsidiary, threatened against the Borrower or any Restricted Subsidiary that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

SECTION 3.06. Litigation and Environmental Matters. Except with respect to any matters that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (a) there are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of the Borrower, threatened in writing against or affecting the Borrower or any Restricted Subsidiary and (b) none of the Borrower or any Restricted Subsidiary (i) 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, (ii) has become subject to any Environmental Liability, or knows of any reasonable basis for any such Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability, or (iv) is reasonably expected to incur any Environmental Liability with respect to any Release on any real property now or previously owned, leased or operated by it.

SECTION 3.07. Compliance with Laws. Each of the Borrower and the Restricted Subsidiaries is in compliance with all Requirements of Law, except 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. Sanctions; Anti-Corruption Laws. The Borrower has implemented and maintains in effect policies and procedures designed to promote compliance by the Borrower, the Restricted Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the Borrower, the Restricted Subsidiaries and their respective officers and employees (when acting in their role as officers and employees) and to the knowledge of the Borrower, the respective directors of the Borrower (when acting in their role as directors), are in compliance in all material respects with Anti-Corruption Laws and applicable Sanctions and are not knowingly engaged in any activity that would reasonably be expected to result in the Borrower being designated as a Sanctioned Person. None of the Borrower, any Restricted Subsidiary or any of their respective directors, officers or employees is a Sanctioned Person.

SECTION 3.09. Investment Company Status. None of the Borrower or any other Loan Party is required to register as an "investment company" under the Investment Company Act.

SECTION 3.10. Federal Reserve Regulations. None of the Borrower or any Restricted Subsidiary is engaged or will engage, principally or as one of its important activities,

in the business of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors) or extending credit for the purpose of purchasing or carrying margin stock. No part of the proceeds of the Loans will be used, directly or indirectly, for any purpose that violates the provisions of Regulations U or X of the Board of Governors.

SECTION 3.11. Taxes. Except to the extent that failure to do so would not reasonably be expected to result in a Material Adverse Effect, the Borrower and each Restricted Subsidiary (a) has timely filed or caused to be filed all Tax returns and reports required to have been filed by it and (b) has paid or caused to be paid all Taxes required to have been paid by it, except where the validity or amount thereof is being contested in good faith by appropriate proceedings and where the Borrower or such Restricted Subsidiary, as applicable, has set aside on its books adequate reserves therefor in conformity with GAAP.

SECTION 3.12. ERISA. (a) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, no ERISA Event has occurred or is reasonably expected to occur.

(b) Except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, (i) each Foreign Pension Plan is in compliance in all material respects with all Requirements of Law applicable thereto and the respective requirements of the governing documents for such plan, (ii) with respect to each Foreign Pension Plan, none of the Borrower, its Affiliates or any of their respective directors, officers, employees or agents has engaged in a transaction that could subject the Borrower or any Restricted Subsidiary, directly or indirectly, to a tax or civil penalty and (iii) with respect to each Foreign Pension Plan, any underfunding has been reflected in the financial statements furnished to Lenders in respect of any unfunded liabilities in accordance with GAAP.

SECTION 3.13. Disclosure(a) . As of the Effective Date, none of the reports, financial statements, certificates or other written information furnished by or on behalf of the Borrower or any Restricted Subsidiary to the Arrangers, the Administrative Agent, any Issuing Bank or any Lender on or before the Effective Date in connection with the negotiation of this Agreement or any other Loan Document, included herein or therein or furnished hereunder or thereunder (as modified or supplemented by other information so furnished and taken as a whole) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading; provided that, with respect to projected financial information, each of the Borrower represents only that such information, when taken as a whole, was prepared in good faith based upon assumptions believed by it to be reasonable at the time so furnished (it being understood and agreed that (i) such projected financial information is merely a prediction as to future events and are not to be viewed as facts, (ii) such projected financial information is subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower or any of the Restricted Subsidiaries and (iii) no assurance can be given that any particular projected financial information will be realized and that actual results during the period or periods covered by any such projected financial information may differ significantly from the projected results and such differences may be material).

SECTION 3.14. Subsidiaries. As of the Effective Date, Schedule 3.14 sets forth the name of, and the ownership interest of the Borrower and each Subsidiary in, each Subsidiary and identifies each Subsidiary that is a Loan Party, after giving effect to the Transactions.

SECTION 3.15. Solvency. As of the Effective Date, after giving effect to the Transactions and the rights of indemnification, subrogation and contribution under the Security Documents, (a) the fair value of the assets of the Borrower and the Restricted Subsidiaries, taken as a whole, at a fair valuation, will exceed their debts and liabilities, subordinated, contingent or otherwise, (b) the present fair saleable value of the property of the Borrower and the Restricted Subsidiaries, taken as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (c) the Borrower and the Restricted Subsidiaries, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured and (d) the Borrower and the Restricted Subsidiaries, taken as a whole, will not have unreasonably small capital with which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted following the Distribution Date. For purposes of this Section, the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

SECTION 3.16. Collateral Matters. (a) Each Security Document, is effective to create (to the extent described therein) in favor of the Administrative Agent for the benefit of the Secured Parties a legal, valid, enforceable security interest in the Collateral to the extent intended to be created thereby and (x) when all financing statements and other appropriate filings or recordings are made in the appropriate offices as may be required under applicable law and filings and recordation with the United States Patent and Trademark Office and the United States Copyright Office (which filings or recordings shall be made to the extent required by the applicable Security Document) and (y) when the taking of possession by the Administrative Agent of such Collateral with respect to which a security interest may be perfected by possession (which possession shall be given to the Administrative Agent to the extent possession by the Administrative Agent is required by the applicable Security Document) occurs, then the security interests created by the Security Documents shall constitute so far as possible under relevant law fully perfected (or equivalently under applicable foreign law) first priority Liens on, and security interests in (in each case with respect to such Liens and security interests, to the extent intended to be created thereby and required to be perfected under the Loan Documents) all right, title and interest of the Loan Parties in such Collateral in each case free and clear of any Liens other than Liens permitted under Section 6.02; provided that no representation is made that a charge that is expressed to be a fixed charge will actually take effect as a fixed charge and not a floating charge.

(b) Each Mortgage, upon execution and delivery thereof by the parties thereto, will create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in all the applicable mortgagor's right, title and interest in and to the Mortgaged Properties subject thereto and the proceeds thereof under the laws of the relevant jurisdiction as indicated in the Mortgage, and when the Mortgages have been filed in the jurisdictions specified therein, the Mortgages will constitute a fully perfected security interest in all right, title and interest of the mortgagors in the Mortgaged Properties and the proceeds thereof under the laws of the relevant jurisdiction as indicated in the Mortgage, prior and superior in right to any other Person, but subject to Liens permitted under Section 6.02.

(c) Upon the recordation of the Collateral Agreement (or short-form intellectual property security agreements in form and substance substantially similar to the Patent Security Agreement, Trademark Security Agreement and/or Copyright Security Agreement (each as defined in the Collateral Agreement)) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and the filing of the financing statements referred

to in paragraph (a) of this Section, the security interest created under the Collateral Agreement will constitute a fully perfected security interest in all right, title and interest of the Loan Parties in the Intellectual Property (as defined in the Collateral Agreement) described therein in which a security interest may be perfected by such filing of such documents in the United States of America, in each case prior and superior in right to any other Person, but subject to Liens permitted under Section 6.02 (it being understood and agreed that subsequent recordings in the United States Patent and Trademark Office or the United States Copyright Office may be necessary pursuant to Section 4.05(e) of the Collateral Agreement or to perfect a security interest in such Intellectual Property acquired by the Loan Parties after the Effective Date).

ARTICLE IV

Conditions

SECTION 4.01. Conditions to Effective Date. The obligations of the Lenders to make Loans and of the Issuing Banks 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) The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence reasonably satisfactory to the Administrative Agent (which may include facsimile transmission or other electronic imaging of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(b) The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent and the Lenders) of each of Cleary Gottlieb Steen & Hamilton LLP, special New York counsel for the Loan Parties, Morris, Nichols, Arsht & Tunnell LLP, special Delaware counsel for the Loan Parties and Ballard Spahr LLP, special Washington counsel for the Loan Parties, in each case (A) dated as of the Effective Date and (B) in form and substance reasonably satisfactory to the Administrative Agent.

(c) The Administrative Agent shall have received a copy of (i) each organizational document of each Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority, (ii) signature and incumbency certificates of the responsible officers of each Loan Party executing the Loan Documents to which it is a party, (iii) copies of resolutions of the board of directors or managers, shareholders, partners, and/or similar governing bodies of each Loan Party approving and authorizing the execution, delivery and performance of Loan Documents to which it is a party, certified as of the Effective Date by a secretary, an assistant secretary or a responsible officer of such Loan Party as being in full force and effect without modification or amendment and (iv) a good standing certificate (to the extent such concept, or an analogous concept, exists) from the applicable Governmental Authority of each Loan Party's jurisdiction of incorporation, organization or formation.

(d) The Administrative Agent shall have received a certificate, dated the Effective Date and signed by a Financial Officer or the President or a Vice President of the Borrower, confirming compliance with the conditions set forth in paragraphs (a) and (b) of Section 4.02 (for purposes of the conditions set forth in paragraphs (a) and (b) of Section 4.02, after giving effect to the consummation of the Spin-Off).

(e) The Administrative Agent shall have received all fees and other amounts due

and payable on or prior to the Effective Date, including, to the extent invoiced at least three Business Days prior to the Effective Date (or such shorter period agreed by the Borrower in its sole discretion), reimbursement or payment of all reasonable, documented and invoiced out-of-pocket expenses (including fees, charges and disbursements of counsel) required to be reimbursed or paid by any Loan Party hereunder, under any other Loan Document or under any other agreement entered into by any of the Arrangers, the Administrative Agent and the Lenders, on the one hand, and any of the Loan Parties, on the other hand; provided that such amounts may be offset against the proceeds of the Term Loans.

(f) [Reserved].

(g) [Reserved].

(h) (i) The Administrative Agent shall have received, at least three Business Days prior to the Effective Date, all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA PATRIOT Act, that has been requested at least ten days prior to the Effective Date and (ii) to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation and a Lender has requested in a written notice to the Borrower at least 10 days prior to the Effective Date a Beneficial Ownership Certification in relation to the Borrower, such Lender shall have received such Beneficial Ownership Certification with respect to the Borrower at least three Business Days prior to the Effective Date (provided that, upon the execution and delivery by such Lender of its signature page to this Agreement, the conditions set forth in this clause (h) shall be deemed to be satisfied).

(i) Except as provided by Section 5.15 herein, the Collateral and Guarantee Requirement shall have been satisfied, and the Administrative Agent, on behalf of the Secured Parties, shall have a perfected security interest in the Collateral of the type and priority described in each Security Document (except as otherwise set forth in the Collateral and Guarantee Requirement or Section 5.15). The Administrative Agent shall have received a completed Perfection Certificate dated the Effective Date and signed by a Financial Officer or legal officer of each of the Borrower, together with all attachments contemplated thereby.

(j) The Administrative Agent shall have received evidence that the insurance required by Section 5.07 and the Security Documents is in effect; provided that to the extent that, notwithstanding its use of commercially reasonable efforts in respect thereof, the Borrower is unable to comply with Section 5.07, such compliance shall not constitute a condition precedent under this Section 4.01 but shall instead be required within 30 days following the Effective Date (or such longer period as the Administrative Agent may agree in its sole discretion).

(k) The Lenders shall have received a certificate from a Financial Officer of the Borrower, substantially in the form of Exhibit L, certifying as to the solvency of the Borrower and its Restricted Subsidiaries as of the Effective Date on a consolidated basis after giving effect to the Transactions.

(l) The Transactions shall have been consummated or satisfactory arrangements shall have been implemented providing that within two (2) Business Days of the initial funding of the Loans on the Effective Date, the Transactions shall be consummated, in accordance with applicable law and the Distribution Agreement and, in all material respects, consistent with the information set forth in the Form 10.

(m) The Lenders shall have received a copy of each material Spin-Off Document and each other Spin-Off Document requested by the Administrative Agent, each executed by all parties thereto and certified by a Financial Officer or legal officer of the Borrower as being complete and correct. The terms of each Spin-Off Document shall be consistent in all material respects with the information set forth in the Form 10, which shall not have been amended in a manner that is materially adverse to the Lenders.

(n) [Reserved].

(o) The Borrower shall have delivered to the Administrative Agent the notice required by Section 2.03 on the Effective Date.

(p) The Administrative Agent shall have received a copy of a post-closing group structure chart (after giving effect to the Transactions).

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.02) at or prior to 11:59 p.m., New York City time, on the Effective Date.

SECTION 4.02. Each Credit Event. On or after the Effective Date, the obligations of the Lenders to make Loans on the occasion of any Borrowing, and of the Issuing Banks to issue, amend, renew or extend any Letter of Credit, is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects (or, in the case of representations and warranties qualified as to materiality or Material Adverse Effect, in all respects) on and as of the date of such Borrowing or the date of issuance, amendment, renewal or extension of such Letter of Credit, as applicable, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be true and correct in all material respects (or in the case of representations and warranties qualified as to materiality or Material Adverse Effect, in all respects) as of such earlier date.

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment, renewal or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

(c) The Borrower shall have delivered to the Administrative Agent a request for Borrowing that complies with the requirements set forth in Section 2.03.

Each Borrowing (provided that a conversion or a continuation of a Borrowing shall not constitute a "Borrowing" for purposes of this Section 4.02) (other than a Borrowing under any Incremental Facility the proceeds of which are used to finance a Limited Condition Transaction), and each issuance, amendment, renewal or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section 4.02.

ARTICLE V

Affirmative Covenants

From and including the Effective Date and until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees, expenses and other amounts (other than contingent amounts not yet due) payable under this Agreement or any other Loan Document shall have been paid in full and all Letters of Credit (other than those collateralized or back-stopped on terms reasonably satisfactory to the applicable Issuing Bank) shall have expired or been terminated and all LC Disbursements shall have been reimbursed, the Borrower covenants and agrees in each case with the Lenders that:

SECTION 5.01. Financial Statements and Other Information. The Borrower will furnish to the Administrative Agent, which shall furnish to each Lender, the following:

(a) within 90 days after the end of each fiscal year of the Borrower (or such later date as Form 10-K of the Borrower is required to be filed with the SEC taking into account any extension granted by the SEC, provided that the Borrower gives the Administrative Agent notice of any such extension), its audited consolidated balance sheet and audited consolidated statements of operations, shareholders' equity and cash flows as of the end of and for such fiscal year, and related notes thereto, setting forth in each case in comparative form the figures for the previous fiscal year, prepared in accordance with generally accepted auditing standards and reported on by an independent public accountants of recognized national standing (without a "going concern" or like qualification, exception or statement and without any qualification or exception as to the scope of such audit, but may contain a "going concern" or like qualification that is due to (i) an upcoming maturity date of any Indebtedness occurring within one year from the time such opinion is delivered or (ii) any potential inability to satisfy a financial maintenance covenant on a future date or in any future period) to the effect that such financial statements present fairly in all material respects the financial condition, results of operations and cash flow of the Borrower and its Subsidiaries on a consolidated basis as of the end of and for such fiscal year and accompanied by a narrative report describing the financial position, results of operations and cash flow of the Borrower and its consolidated Subsidiaries;

(b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year of the Borrower following the Effective Date (or such later date as Form 10-Q of the Borrower is required to be filed with the SEC taking into account any extension granted by the SEC, provided that the Borrower gives the Administrative Agent notice of any such extension), its unaudited consolidated balance sheet and unaudited consolidated statements of operations and cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by a Financial Officer of the Borrower as presenting fairly in all material respects the financial condition, results of operations and cash flows of the Borrower and its Subsidiaries on a consolidated basis as of the end of and for such fiscal quarter and such portion of the fiscal year in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes, and accompanied by a narrative report describing the financial position, results of operations and cash flow of the Borrower and its consolidated Subsidiaries;

(c) concurrently with each delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Borrower (i) certifying as to whether a Default has occurred and is continuing and, if a Default has occurred and is continuing, specifying the

details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations (A) demonstrating compliance with the covenants contained in Sections 6.12 and 6.13 and (B) in the case of financial statements delivered under clause (a) above and, solely to the extent the Borrower would be required to prepay the Term Loans pursuant to Section 2.11(d), beginning with the financial statements for the fiscal year of the Borrower ending December 31, 2026, of Excess Cash Flow and (iii) at any time when there is any Unrestricted Subsidiary, including as an attachment with respect to each such financial statement, an Unrestricted Subsidiary Reconciliation Statement (except to the extent that the information required thereby is separately provided with the public filing of such financial statement);

(d) within 90 days after the end of each fiscal year of the Borrower (or such longer period as permitted under Section 5.01(a)), a detailed consolidated budget for the current fiscal year (including a projected consolidated balance sheet and consolidated statements of projected operations and cash flows as of the end of and for such fiscal year and setting forth the assumptions used for purposes of preparing such budget;

(e) [reserved];

(f) promptly after the same becomes publicly available, copies of all periodic and other reports, proxy statements and other materials filed by the Borrower or any Restricted Subsidiary with the SEC or with any national securities exchange, or distributed by the Borrower to the holders of its Equity Interests generally, as applicable; and

(g) promptly following any request therefor, but subject to the limitations set forth in the proviso to the last sentence of Section 5.09 and Section 9.12, such other information regarding the operations, business affairs, assets, liabilities (including contingent liabilities) and financial condition of the Borrower or any Restricted Subsidiary, or compliance with the terms of this Agreement or any other Loan Document, as the Administrative Agent, any Issuing Bank or any Lender may reasonably request; provided that none of the Borrower or any Restricted Subsidiary will be required to provide any information (i) that constitutes non-financial trade secrets or non-financial proprietary information of the Borrower or any Restricted Subsidiary or any of their respective customers and suppliers, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or any of their respective representatives) is prohibited by applicable Requirements of Law or (iii) the revelation of which would violate any confidentiality obligations owed to any third party by the Borrower or any Restricted Subsidiary (not created in contemplation thereof); provided, further, that if any information is withheld pursuant to clause (i), (ii), or (iii) above, the Borrower or any Restricted Subsidiary shall promptly notify the Administrative Agent of such withholding of information and the basis therefor.

Information required to be furnished pursuant to clause (a), (b), (f) or (g) of this Section shall be deemed to have been furnished if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Administrative Agent on the Platform or shall be available on the website of the SEC at http://www.sec.gov. Information required to be furnished pursuant to this Section may also be furnished by electronic communications pursuant to procedures approved by the Administrative Agent.

SECTION 5.02. Notices of Material Events. The Borrower will furnish to the Administrative Agent, which shall furnish to each Issuing Bank and each Lender, prompt written notice of the following:

(a) the occurrence of any Default;

(b) to the extent permitted by the Requirements of Law, the filing or commencement of any action, suit or proceeding by or before any arbitrator or Governmental Authority against or, to the knowledge of a Financial Officer or another executive officer of the Borrower or any Restricted Subsidiary, affecting the Borrower or any Restricted Subsidiary, that in each case would reasonably be expected to result in a Material Adverse Effect; and

(c) the occurrence of any Environmental Liability or ERISA Event that has resulted, or would reasonably be expected to result, in a Material Adverse Effect.

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

SECTION 5.03. Information Regarding Collateral. The Borrower will furnish to the Administrative Agent prompt written notice of any change (i) in any Loan Party's legal name, as set forth in such Loan Party's organizational documents, (ii) in the jurisdiction of incorporation or organization of any Loan Party, (iii) in the form of organization of any Loan Party or (iv) in any Loan Party's organizational identification number, if any, or, with respect to a Loan Party organized under the laws of a jurisdiction that requires such information to be set forth on the face of a Uniform Commercial Code financing statement (or the equivalent thereof in each applicable jurisdiction), the Federal Taxpayer Identification Number of such Loan Party.

SECTION 5.04. Existence; Conduct of Business. The Borrower will, and will cause each of its Restricted Subsidiaries to, do or cause to be done all things necessary to maintain, preserve, protect, enforce, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges, franchises and IP Rights in each case to the extent necessary for the conduct of its business; provided that the foregoing shall not prohibit (i) any merger, consolidation, liquidation or dissolution permitted under Section 6.03 or (ii) the Borrower and each Restricted Subsidiary from allowing registered or applied-for IP Rights to lapse, expire, become abandoned or otherwise terminate in the ordinary course of business or where, in its reasonable business judgment, the lapse, expiration, abandonment or termination would not materially interfere with the business of the Borrower or any Restricted Subsidiary, as applicable.

SECTION 5.05. Payment of Taxes. The Borrower will, and will cause each of its Restricted Subsidiaries to, pay its Tax liabilities before the same shall become delinquent or in default, except where (a) (i) the validity or amount thereof is being contested in good faith by appropriate proceedings and (ii) the Borrower or such Restricted Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP or (b) the failure to make payment would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.06. Maintenance of Properties. Except if failure to do so would not reasonably be expected to have a Material Adverse Effect, the Borrower will, and will cause each of its Restricted Subsidiaries to, keep and maintain all property necessary for the conduct of its business in good working order and condition, ordinary wear and tear excepted and casualty and condemnation excepted.

SECTION 5.07. Insurance. The Borrower will, and will cause each of its Restricted Subsidiaries to, maintain, with financially sound and reputable insurance companies, insurance in such amounts (with no greater risk retention) and against such risks as are consistent with the past practices of the Loan Parties or otherwise as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same

or similar locations. The Borrower shall take commercially reasonable efforts cause the main property and liability policies maintained by or on behalf of the Borrower to (a) name the Administrative Agent, on behalf of the Secured Parties, as an additional insured thereunder and (b) contain a loss payable clause or endorsement that names the Administrative Agent, on behalf of the Secured Parties, as the loss payee thereunder. With respect to each Mortgaged Property that is located in an area determined by the Federal Emergency Management Agency to have special flood hazards, the applicable Loan Party has obtained, and will maintain, with financially sound and reputable insurance companies, such flood insurance as is required under applicable law, including Regulation H of the Board of Governors. The Borrower will furnish to the Lenders, upon reasonable request of the Administrative Agent, information in reasonable detail as to the insurance so maintained; provided that no Loan Party shall be required to deliver original copies of any insurance policies.

SECTION 5.08. [Reserved].

SECTION 5.09. Books and Records; Inspection and Audit Rights. The Borrower will, and will cause each of its Restricted Subsidiaries to, keep proper books of record and accounts in which full, true and correct entries in conformity with GAAP and all Requirements of Law are made of all dealings and transactions in relation to its business and activities. The Borrower will, and will cause each of its Restricted Subsidiaries to, permit any representatives designated by the Administrative Agent or any Lender, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times during regular office hours but no more often than one (1) time during any calendar year absent the existence of an Event of Default; provided that excluding any such visits and inspections during the continuation of an Event of Default, only the Administrative Agent on behalf of the Lenders may exercise visitation and inspection rights of the Administrative Agent and the Lenders under this Section 5.09; provided, further that none of the Borrower or any Restricted Subsidiary will be required to disclose, permit the inspection, examination or making copies or abstracts of, or 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 Requirement of Law or any binding agreement (not created in contemplation thereof) or (iii) that is subject to attorney-client or similar privilege or constitutes attorney work product.

SECTION 5.10. Compliance with Laws. The Borrower will, and will take reasonable action to cause each of its Restricted Subsidiaries to, comply with all Requirements of Law (including ERISA, Environmental Laws and the USA PATRIOT Act) with respect to it or its property, except where the failure to do so, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

SECTION 5.11. Use of Proceeds; Letters of Credit. (a) The proceeds of the Term B Loans, together with cash on hand, will be used solely for (i) the payment of fees and expenses payable in connection with the Transactions, (ii) the Effective Date Repayment and (iii) general corporate purposes. On and prior to the Distribution Date, the proceeds of the Revolving Loans will be used for working capital and other general corporate purposes of the Restricted Group in an aggregate amount not to exceed $30,000,000.00. Thereafter, the proceeds of the Revolving Loans as well as the proceeds of any Incremental Extension of Credit (unless otherwise provided in the applicable Incremental Facility Amendment) will be used for working capital and other general corporate purposes, including acquisitions permitted by this Agreement,

of the Borrower and the Restricted Subsidiaries. No part of the proceeds of any Loan will be used in violation of the representation set forth in Section 3.10. Letters of Credit will be used by the Borrower and the Restricted Subsidiaries for general corporate purposes.

(b) The Borrower will not request any Borrowing or any Letter of Credit, and the Borrower shall not use, and shall procure that its Subsidiaries and its or their respective directors, officers and employees shall not directly or knowingly indirectly use, the proceeds of any Borrowing or Letter of Credit (A) in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of money, or anything else of value, to any Person in material violation of any Anti-Corruption Laws by the Borrower or any of its Subsidiaries, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, except to the extent permitted for a Person required to comply with Sanctions, or (C) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

SECTION 5.12. Additional Subsidiaries

. If any additional Subsidiary (other than any Excluded Subsidiary) is formed or acquired or if any Subsidiary becomes a Designated Subsidiary, in each case after the Effective Date, the Borrower will, as promptly as practicable and, in any event, within 90 days (or such longer period as the Administrative Agent, acting reasonably, may agree to in writing (including electronic mail)) after such Subsidiary is formed or acquired or becomes a Designated Subsidiary, notify the Administrative Agent thereof and, to the extent applicable, cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary (and any Material Real Property owned by such Subsidiary) and with respect to any Equity Interest in or Indebtedness of such Subsidiary owned by or on behalf of any Loan Party and such other documents, certificates and opinions consistent with those delivered pursuant to Section 4.01(b) that the Administrative Agent may reasonably request with respect to such Subsidiary.

(b) The Borrower may designate by writing to the Administrative Agent any wholly owned Restricted Subsidiary that is a U.S. Subsidiary and otherwise an Excluded Subsidiary as a Designated Subsidiary (each such Restricted Subsidiary, a "Designated Subsidiary").

SECTION 5.13. Further Assurances. (a) The Borrower will, and will cause each of its Subsidiaries that is a Loan Party to, execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents, and the recording of instruments in the United States Patent and Trademark Office and the United States Copyright Office), that may be required under any applicable law, or that the Administrative Agent or the Required Lenders may reasonably request, to cause the Collateral and Guarantee Requirement to be and remain satisfied and are necessary in the applicable jurisdiction in order for Liens in the Collateral to remain perfected, all at the expense of the Loan Parties. Notwithstanding anything contained in this Agreement, no Mortgage shall be executed and delivered to the Administrative Agent with respect to any real property located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a "special flood hazard area" with respect to which flood insurance has been made available under Flood Insurance Laws unless and until each Lender has received, at least 30 calendar days prior to such execution and delivery, a "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the Borrower and each applicable mortgagor relating thereto) (provided, that in no event shall the Borrower be required to deliver more than one flood determination to the Lenders as a whole) and each such lender has confirmed to the

Administrative Agent that flood insurance due diligence and flood insurance compliance has been completed to its reasonable satisfaction (such written confirmation not to be unreasonably withheld or delayed); provided however that the time period for execution and delivery of any such Mortgage (and any related documents pursuant to the Collateral and Guarantee Requirement) by the applicable Loan Party shall, to the extent necessary, be automatically extended to the date on which the Administrative Agent is permitted under this Section 5.13 to enter into such Mortgage.

(b) If any material assets (other than Excluded Property) including any Material Real Property, or any IP Rights (other than Excluded Property) are acquired by a Loan Party after the Effective Date (other than assets constituting Collateral under the applicable Security Document that become subject to the Lien created by such Security Document upon acquisition thereof), the Borrower will notify the Administrative Agent and the Lenders thereof, and, if requested by the Administrative Agent or the Required Lenders, the Borrower will cause such assets to be subjected to a Lien securing the Obligations and will, subject to the Collateral and Guarantee Requirement, take, and cause the Loan Parties to take, such actions as shall be necessary to grant and perfect such Liens, including actions described in paragraph (a) of this Section, and otherwise cause the Collateral and Guarantee Requirement to be satisfied, all at the expense of the Loan Parties.

(c) Each of the parties hereto acknowledges and agrees that any increase, extension or renewal of the credit facilities under this Agreement (but excluding (i) any continuation or conversion of Borrowings, (ii) the making of any Revolving Loan or (iii) the issuance, renewal or extension of Letters of Credit) shall be subject to the following with respect to any Mortgaged Property: (1) the Administrative Agent's prior delivery to each Revolving Lender of all flood zone determination certifications, acknowledgments and evidence of flood insurance and other flood-related documentation with respect to such real property reasonably sufficient to evidence compliance with the Flood Insurance Laws and (2) the Administrative Agent's receipt of written confirmation from each Revolving Lender that any applicable customary and reasonable flood insurance due diligence requirements of such Revolving Lender have been completed (such written confirmation not to be unreasonably withheld, conditioned or delayed).

SECTION 5.14. Credit Ratings. The Borrower will use reasonable efforts to cause the credit facilities made available under this Agreement to be continuously rated by S&P and Moody's (but not any particular rating). The Borrower will use commercially reasonable efforts to maintain a corporate rating (but not any particular rating) from S&P and a corporate family rating (but not any particular rating) from Moody's, in each case in respect of the Borrower.

SECTION 5.15. Post-Effective Date Matters. As promptly as practicable, and in any event within the time period specified in Schedule 5.15 (or such longer period as the Administrative Agent, acting reasonably, may agree to in writing), after the Effective Date, the Borrower shall, and shall cause each of its subsidiaries that is a Loan Party to, deliver all Mortgages that are required to be delivered pursuant to, and otherwise satisfy, the Collateral and Guarantee Requirement (if any), except to the extent otherwise agreed by the Administrative Agent pursuant to its authority as set forth in the definition of the term "Collateral and Guarantee Requirement" and (ii) the Borrower shall deliver, or cause to be delivered, the items specified in Schedule 5.15 hereof or complete such undertakings described on Schedule 5.15 hereof, if any, on or before the dates specified with respect to such items, or such later dates as may be agreed to by, or as may be waived by, the Administrative Agent in its reasonable discretion.

SECTION 5.16. [Reserved].

SECTION 5.17. Designation of Unrestricted Subsidiaries. The Borrower may at any time designate any Restricted Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary; provided that (a) immediately before and after such designation, no Default or Event of Default shall have occurred and be continuing or would result from such designation, (b) immediately after giving effect to such designation, the Consolidated First Lien Leverage Ratio, determined on a Pro Forma Basis as of the last day of the most recently ended fiscal quarter of the Borrower, is less than 3.50 to 1.00, and the Borrower shall have delivered to the Administrative Agent a certificate of a Financial Officer setting forth reasonably detailed calculations demonstrating compliance with this clause (b) and (c) no Subsidiary may be designated as an Unrestricted Subsidiary if it is (i) a "restricted subsidiary" or a "guarantor" (or any similar designation) for the Senior Unsecured Indebtedness or any Material Indebtedness that is subordinated in right of payment to the Obligations, (ii) a Subsidiary that holds, directly or indirectly, any Equity Interests in the Borrower or (iii) the Borrower. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the parent company of such Subsidiary therein under Section 6.04(u) at the date of designation in an amount equal to the fair market value of such parent company's investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute (i) the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary, and the making of an Investment by such Subsidiary in any Investments of such Subsidiary, in each case existing at such time, and (ii) a return on any Investment in Unrestricted Subsidiaries pursuant to the preceding sentence in an amount equal to the fair market value at the date of such designation of the Borrower's or its Subsidiary's (as applicable) Investment in such Subsidiary.

Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Unrestricted Subsidiary at any time own, or exclusively license, any Material Intellectual Property, whether through the designation of any Restricted Subsidiary that owns or exclusively licenses Material Intellectual Property as an Unrestricted Subsidiary or through the transfer (whether pursuant to an Investment, disposition, Restricted Payment or other transfer) or exclusive license of Material Intellectual Property by the Borrower or any Restricted Subsidiary to any Unrestricted Subsidiary.

ARTICLE VI

Negative Covenants

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees, expenses and other amounts (other than contingent amounts not yet due) payable under this Agreement or any other Loan Document have been paid in full, and all Letters of Credit (other than those collateralized or back-stopped on terms reasonably satisfactory to the applicable Issuing Bank) have expired or been terminated and all LC Disbursements shall have been reimbursed:

SECTION 6.01. Indebtedness; Certain Equity Securities. (a) The Borrower will not, and will not permit any of the Restricted Subsidiaries to, create, incur, assume or permit to exist any Indebtedness, except:

(i) Indebtedness created hereunder and under the other Loan Documents (including any Indebtedness incurred pursuant to Section 2.21 or 2.23);

(ii) (A) the Senior Unsecured Indebtedness and (B) Refinancing Indebtedness in respect of the Senior Unsecured Indebtedness (it being understood and agreed that, for purposes of this Section, any Indebtedness that is incurred for the purpose of repurchasing or redeeming any Senior Unsecured Indebtedness (or any Refinancing Indebtedness in respect thereof) shall, if otherwise meeting the requirements set forth in the definition of the term "Refinancing Indebtedness", be deemed to be Refinancing Indebtedness in respect of the Senior Unsecured Indebtedness (or such Refinancing Indebtedness), and shall be permitted to be incurred and be in existence pursuant to this Section 6.01(a) notwithstanding that the proceeds of such Refinancing Indebtedness shall not be applied to make such repurchase or redemption of the Senior Unsecured Indebtedness (or such Refinancing Indebtedness) immediately upon the incurrence thereof, if the proceeds of such Refinancing Indebtedness are applied to make such repurchase or redemption no later than 90 days following the date of the incurrence thereof;

(iii) Indebtedness (and Guarantees thereof) existing on the Effective Date and to the extent having a principal amount in excess of $5,000,000 individually, set forth in Schedule 6.01 (in each case, except for intercompany Indebtedness), any Refinancing Indebtedness in respect thereof and any intercompany Indebtedness existing on the Effective Date arising out of, or in connection with, the Transactions;

(iv) Indebtedness of the Borrower to any Restricted Subsidiary and of any Restricted Subsidiary to the Borrower or any other Restricted Subsidiary so long as (A) such Indebtedness of any Subsidiary that is not a Loan Party to the Borrower or any other Loan Party shall be permitted under Section 6.04(f) and (B) such Indebtedness of the Borrower or any other Loan Party owing to any Restricted Subsidiary shall be subordinated in right of payment to the Obligations on the terms set forth in the Global Intercompany Note (or any other agreement with substantially similar terms of subordination reasonably satisfactory to the Administrative Agent); provided that Restricted Subsidiaries that are not Loan Parties shall not be required to become party to the Global Intercompany Note until the 90th day after the Effective Date (or such longer period as agreed by the Administrative Agent, acting reasonably);

(v) Guarantees by the Borrower of Indebtedness of any Restricted Subsidiary and by any Restricted Subsidiary of Indebtedness of the Borrower or any other Restricted Subsidiary (other than Indebtedness incurred pursuant to clause (a)(iii) or (a)(vii) of this Section 6.01); provided that (A) the Indebtedness so Guaranteed is permitted by this Section, (B) Guarantees by the Borrower or any other Loan Party of Indebtedness of any Subsidiary that is not a Loan Party shall be subject to Section 6.04, (C) Guarantees permitted under this clause (v) shall be subordinated to the Obligations of the applicable Restricted Subsidiary to the same extent and on the same terms as the Indebtedness so Guaranteed is subordinated to the Obligations (if such Indebtedness is subordinated to the Obligations) and (D) none of the Senior Unsecured Indebtedness shall be Guaranteed by any Subsidiary unless such Subsidiary is a Loan Party;

(vi) (A) Indebtedness of any member of the Restricted Group incurred to finance the acquisition, construction, repair, replacement or improvement of any fixed or capital assets, including Capital Lease Obligations and any Indebtedness assumed by any member of the Restricted Group in connection with the acquisition of any such assets or secured by a Lien on any such assets prior to the acquisition thereof; provided that such Indebtedness is incurred prior to or within 270 days after such acquisition or the completion of such construction, repair, replacement or improvement, and (B) Refinancing Indebtedness in respect of Indebtedness incurred or assumed pursuant to clause (A) above; provided further that at the time of incurrence thereof, the aggregate principal amount of Indebtedness permitted by this clause (vi), together with any sale and leaseback transaction incurred pursuant to Section 6.06, outstanding under this clause (vi) at any time shall not exceed the greater of (x) $250,000,000 and (y) 25% of LTM Consolidated EBITDA.

(vii) (A) Indebtedness of any Person that becomes a Restricted Subsidiary (or of any Person not previously a Restricted Subsidiary that is merged or consolidated with or into a Restricted Subsidiary in a transaction permitted hereunder) after the Effective Date, or Indebtedness of any Person that is assumed by any Restricted Subsidiary in connection with an acquisition of assets by such Restricted Subsidiary in an acquisition permitted by Section 6.04; provided that such Indebtedness exists at the time such Person becomes a Restricted Subsidiary (or is so merged or consolidated) or such assets are acquired and is not created in contemplation of or in connection with such Person becoming a Restricted Subsidiary (or such merger or consolidation) or such assets being acquired and (B) Refinancing Indebtedness in respect of Indebtedness incurred or assumed, as applicable, pursuant to clause (A) above;

(viii) other Indebtedness in an aggregate principal amount outstanding under this clause (viii) at any time not exceeding, the greater of (x) $500,000,000 and (y) 50% of LTM Consolidated EBITDA,

(ix) Indebtedness incurred pursuant to Permitted Receivables Facilities; provided that the Indebtedness outstanding in reliance on this clause (ix) shall not exceed, at the time of incurrence thereof, the greater of (x) $500,000,000 and (y) 50% of LTM Consolidated EBITDA in the aggregate;

(x) Indebtedness and obligations in respect of self-insurance and obligations in respect of bids, tenders, trade contracts (other than for payment of Indebtedness), leases (other than Capital Lease Obligations), public or statutory obligations (except decommissioning or remediation obligations, including those pursuant to the Resource Conversation and Recovery Act or required by the U.S. Nuclear Regulatory Commission), surety, stay, customs and appeal bonds, and other obligations of a like nature and similar obligations or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case provided in the ordinary course of business;

(xi) Indebtedness in respect of Hedging Agreements permitted by Section 6.07 (including any Back to Back Arrangements);

(xii) Indebtedness in respect of any overdraft facilities, employee credit card programs, netting services, automated clearinghouse arrangements and other cash management and similar arrangements in the ordinary course of business; provided, that with respect to any such Indebtedness that constitutes Secured Cash Management Obligations and is incurred in reliance on this clause (xii) by Restricted Subsidiaries that are not Loan Parties, at the time such Indebtedness is incurred and after giving effect thereto, the Non-Guarantor Debt Basket shall not be exceeded;

(xiii) Indebtedness in the form of deferred compensation (including indemnification obligations, obligations in respect of purchase price adjustments, earnouts, non-competition agreements and other contingent arrangements) or other arrangements representing acquisition consideration or deferred payments of a similar nature incurred in connection with any acquisition or other investment permitted under this Agreement;

(xiv) Refinancing Term Loan Indebtedness incurred pursuant to Section 2.23; provided that the Net Proceeds thereof are used to make the prepayments required under clause (a)(iii) of Section 2.23;

(xv) Alternative Incremental Facility Debt, provided that the (A) aggregate principal amount of such Alternative Incremental Facility Debt shall not exceed the amount permitted under Section 2.21 and (B) if any such Alternative Incremental Facility Debt (1) is secured by Liens on the Collateral on a pari passu basis with the Liens securing the Obligations or (2) is secured by Liens on the Collateral on a junior basis to the Liens securing the Obligations, such Alternative Incremental Facility Debt shall be subject to an Acceptable Intercreditor Agreement; provided that the "most favored nation" pricing adjustment (if applicable) set forth in the proviso to Section 2.21(b) shall apply to any Alternative Incremental Facility Debt in the form of term loans that satisfies the MFN Provision;

(xvi) Indebtedness representing deferred compensation to directors, officers, consultants or employees of the Borrower and the Restricted Subsidiaries incurred in the ordinary course of business;

(xvii) Indebtedness consisting of promissory notes issued by any Loan Party to current or former officers, directors, consultants and employees or their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of the Borrower permitted by Section 6.08;

(xviii) [reserved];

(xix) Indebtedness of Restricted Subsidiaries that are not Loan Parties under bilateral local law credit and other working capital facilities that are not secured by the Collateral; provided that at the time such Indebtedness is incurred under this clause (xix) and after giving effect thereto,

such incurrence shall not cause the Non-Guarantor Debt Basket to be exceeded (without duplication of any Cash Management Financing Facilities); provided, further that any such Indebtedness secured by a Letter of Credit issued hereunder in a principal amount not to exceed the face amount of such Indebtedness shall not count toward the aggregate amount permitted under this Section 6.01(a)(xix) (including the Non-Guarantor Debt Basket);

(xx) other Indebtedness of the Borrower or any of its Restricted Subsidiaries so long as (A) after giving effect thereto on a Pro Forma Basis (1) in the case of Indebtedness that is secured by a Lien on the Collateral on a pari passu basis to the Liens securing the Obligations, the Consolidated First Lien Leverage Ratio does not exceed (I) 2.50 to 1.00 or (II) if incurred in connection with a Permitted Acquisition, the greater of (x) 2.50 to 1.00 and (y) the Consolidated First Lien Leverage Ratio immediately prior to such incurrence, (2) in the case of Indebtedness secured by a Lien on the Collateral on a junior basis to the Liens securing the Obligations, the Consolidated Secured Leverage Ratio does not exceed (I) 3.00 to 1.00 or (II) if incurred in connection with a Permitted Acquisition, the greater of (x) 3.00 to 1.00 and (y) the Consolidated Secured Leverage Ratio immediately prior to such incurrence and (3) in the case of any Indebtedness that is unsecured, the Consolidated Total Leverage Ratio does not exceed (I) 4.00 to 1.00 or (II) if incurred in connection with a Permitted Acquisition, the greater of (x) 4.00 to 1.00 and (y) the Consolidated Total Leverage Ratio immediately prior to such incurrence, (B) the incurrence of Indebtedness pursuant to this clause (xx) by a Restricted Subsidiary that is not a Loan Party shall not cause the Non-Guarantor Debt Basket to be exceeded (after giving effect thereto on a Pro Forma Basis), (C) such Indebtedness shall not mature or, in the case of unsecured Indebtedness and Indebtedness secured by a Lien on the Collateral that is junior to the Liens securing the Obligations, require any scheduled amortization or require any scheduled amortization or require scheduled payments of principal or shall be subject to any mandatory redemption, repurchase, repayment or sinking fund obligation, in each case, prior to the Latest Maturity Date as of such date, and shall have a weighted average life to maturity not shorter than the longest remaining weighted average life to maturity of the Loans, (D) no Event of Default shall exist or shall result therefrom (it being understood that if the proceeds of the relevant Indebtedness will be applied to finance a Limited Condition Transaction and the Borrower has made an LCT Election, no Event of Default shall exist and be continuing as of the LCT Test Date), (E) such Indebtedness has terms and conditions that in the good faith determination of the Borrower are no less favorable to the Borrower (when taken as a whole) to the terms and conditions of the Loan Documents (when taken as a whole) and (F) if any such Indebtedness (1) is secured by Liens on the Collateral on a pari passu basis with the Liens securing the Obligations or (2) is secured by Liens on the Collateral on a junior basis to the Liens securing the Obligations, such Indebtedness shall be subject to an Acceptable Intercreditor Agreement; provided further that the "most favored nation" pricing adjustment (if applicable) set forth in the proviso to Section 2.21(b) shall apply to Indebtedness in the form of term loans incurred under this clause (xx) that satisfies the MFN Provision;

(xxi) Indebtedness constituting obligations arising in respect of Cash Management Services;

(xxii) Indebtedness constituting Secured Hedging Obligations;

(xxiii) Indebtedness consisting of (A) the financing of insurance premiums or (B) take-or-pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(xxiv) Indebtedness constituting Secured Supply Chain Financing Obligations;

(xxv) Indebtedness incurred by a Restricted Subsidiary in connection with (a) bankers' acceptances, (b) discounted bills of exchange or (c) the discounting or factoring of receivables for credit management purposes, in each case under subclauses (b) and (c) incurred or undertaken in the ordinary course of business on arm's length commercial terms on a non-recourse basis;

(xxvi) Indebtedness incurred by the Borrower or any of the Restricted Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances or similar instruments issued or created in the ordinary course of business or consistent with past practice, in each case, in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other reimbursement-type obligations regarding workers' compensation claims;

(xxvii) (x) Indebtedness in respect of obligations of the Borrower or any Restricted Subsidiary to pay the deferred purchase price of goods or services or progress payments in connection with such goods and services; provided that such obligations are incurred in connection with open accounts extended by suppliers on customary trade terms in the ordinary course of business and not in connection with the borrowing of money and (y) Indebtedness in respect of intercompany obligations of the Borrower or any Restricted Subsidiary in respect of accounts payable incurred in connection with goods sold or services rendered in the ordinary course of business and not in connection with the borrowing of money;

(xxviii) Indebtedness to a customer to finance the acquisition of any equipment necessary to perform services for such customer; provided that the terms of such Indebtedness are consistent with those entered into with respect to similar Indebtedness prior to the Effective Date, including that (x) the repayment of such Indebtedness is conditional upon such customer ordering a specific volume of goods and (y) such Indebtedness does not bear interest or provide for scheduled amortization or maturity;

(xxix) (x) tenant improvement loans and allowances in the ordinary course of business and (y) to the extent constituting Indebtedness, guaranties in the ordinary course of business of the obligations of suppliers, customers, franchisees, lessors and licensees of the Borrower and any Restricted Subsidiary;

(xxx) Indebtedness in respect of Additional Letter of Credit Facilities in an aggregate principal or face amount at any time outstanding not to exceed $750,000,000; and

(xxxi) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (i) through (xxx) above.

(b) For purposes of determining compliance with this Section 6.01, in the event that an item of Indebtedness at any time, whether at the time of incurrence or upon the application of all or a portion of the proceeds thereof or subsequently, meets the criteria of more than one of the categories (other than ratio-based baskets) of Section 6.01(a), the Borrower and the Restricted Subsidiaries shall, in their sole discretion, divide, classify or reclassify, or at any later time divide, classify or reclassify, such item of Indebtedness solely between and among such categories and in each case, that would be permitted to be incurred in reliance on the applicable exception as of the date of such reclassification; provided that Indebtedness incurred hereunder shall only be classified as incurred under Section 6.01(a)(i) and the Senior Unsecured Indebtedness shall only be classified as incurred under Section 6.01(a)(ii)(A). Accrual of interest or dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest or dividends in the form of additional Indebtedness with the same terms, the payment of dividends on Disqualified Equity Interests in the form of additional shares of Disqualified Equity Interests of the same class, the accretion of liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an incurrence of Indebtedness or Disqualified Equity Interests for purposes of this covenant. Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that are otherwise included in the determination of a particular amount of Indebtedness shall not be included in the determination of such amount of Indebtedness; provided that the incurrence of the Indebtedness represented by such guarantee or letter of credit, as the case may be, was in compliance with this covenant.

(c) For purposes of determining compliance with any dollar-denominated restriction on the incurrence of Indebtedness, the principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed or first incurred (at the Borrower's election), in the case of revolving credit debt; provided that if such Indebtedness is incurred to refinance other Indebtedness denominated in a foreign currency, and such refinancing would cause the applicable dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced (plus the aggregate amount of premiums (including reasonable tender premiums), defeasance costs and fees, discounts and expenses in connection therewith).

SECTION 6.02. Liens. (a) The Borrower will not, and will not permit any of the Restricted Subsidiaries to, create, incur, assume or permit to exist any Lien on any asset now owned or hereafter acquired by it, except:

(i) Liens created under the Loan Documents;

(ii) Permitted Encumbrances;

(iii) any Lien on any asset of the Borrower or any Restricted Subsidiary existing on the Effective Date or the Distribution Date and to the extent securing Indebtedness or obligations (other than intercompany Indebtedness or obligations) having a principal amount in excess of $5,000,000 individually, as set forth in Schedule 6.02; provided that (A) such Lien shall not apply to any other asset of the Borrower or any Restricted Subsidiary (other than assets financed by the same financing source in the ordinary course of business) and (B) such Lien shall secure only those obligations that it secures on the Effective Date or the Distribution Date, as applicable, and extensions, renewals, replacements and refinancings thereof so long as the principal amount of such extensions, renewals, replacements and refinancings does not exceed the principal amount of the obligations being extended, renewed, replaced or refinanced or, in the case of any such obligations constituting Indebtedness, that are permitted under Section 6.01(a)(iii) as Refinancing Indebtedness in respect thereof;

(iv) any Lien existing on any asset prior to the acquisition thereof by the Borrower or any Restricted Subsidiary or existing on any asset of any Person that becomes a Restricted Subsidiary (or of any Person not previously a Restricted Subsidiary that is merged or consolidated with or into a Restricted Subsidiary in a transaction permitted hereunder) after the Effective Date prior to the time such Person becomes a Restricted Subsidiary (or is so merged or consolidated); provided that (A) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Restricted Subsidiary (or such merger or consolidation), (B) such Lien shall not apply to any other asset of the Borrower or any Restricted Subsidiary (other than (x) assets financed by the same financing source in the ordinary course of business and (y) in the case of any such merger or consolidation, the assets of any special purpose merger Subsidiary that is a party thereto) and (C) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Restricted Subsidiary (or is so merged or consolidated) and extensions, renewals, replacements and refinancings thereof so long as the principal amount of such extensions, renewals and replacements does not exceed the principal amount of the obligations being extended, renewed or replaced or, in the case of any such obligations constituting Indebtedness, that are permitted under Section 6.01(a)(vii) as Refinancing Indebtedness in respect thereof;

(v) Liens on fixed or capital assets acquired, constructed, repaired, replaced or improved (including any such assets made the subject of a Capital Lease Obligation incurred) by the Borrower or any Restricted Subsidiary; provided that (A) such Liens secure Indebtedness incurred to finance such acquisition, construction, repair, replacement or improvement and permitted by clause (vi)(A) of Section 6.01(a) or any Refinancing Indebtedness in respect thereof permitted by clause (vi)(B) of Section 6.01(a), (B) such Liens and the Indebtedness secured thereby are incurred prior to or within 270 days after such acquisition or the completion of such construction, repair, replacement or improvement (provided that this clause (B) shall not apply to any Refinancing Indebtedness permitted by clause (vi)(B) of Section 6.01(a) or any Lien securing such Refinancing Indebtedness), (C) the

Indebtedness secured thereby does not exceed the cost of acquiring, constructing, repairing, replacing or improving such fixed or capital asset and in any event, the aggregate principal amount of such Indebtedness does not exceed the amount permitted under the second proviso of Section 6.01(a)(vi) at any time outstanding and (D) such Liens shall not apply to any other property or assets of the Borrower or any Restricted Subsidiary (except assets financed by the same financing source in the ordinary course of business);

(vi) customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof in connection with the sale or transfer of any Equity Interests or other assets in a transaction permitted under Section 6.05;

(vii) any encumbrance or restriction (including put and call arrangements, tag, drag, right of first refusal and similar rights) with respect to Equity Interests of any (A) Restricted Subsidiary that is not a wholly owned Subsidiary or (B) joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(viii) Liens on any cash advances or cash earnest money deposits, escrow arrangements or similar arrangements made by the Borrower or any Restricted Subsidiary in connection with any letter of intent or purchase agreement for an acquisition or other transaction permitted hereunder;

(ix) Liens on Collateral securing any Permitted Second Priority Refinancing Debt or Alternative Incremental Facility Debt; provided that such Liens are subject to the terms of an Acceptable Intercreditor Agreement;

(x) Liens granted by a Subsidiary that is not a Loan Party in respect of Indebtedness permitted to be incurred by such Subsidiary under Section 6.01;

(xi) Liens not otherwise permitted by this Section to the extent that the aggregate outstanding principal amount of the obligations secured thereby outstanding under this clause (xi) at any time does not exceed the greater of (x) $250,000,000 and (y) 25% of LTM Consolidated EBITDA;

(xii) Liens securing Indebtedness incurred as secured Indebtedness under Section 6.01(a)(xv) or (xx);

(xiii) [reserved];

(xiv) Liens securing the Additional Letter of Credit Facilities (other than Secured Additional Letter of Credit Facilities) permitted under Section 6.01(a)(xxx) and subject to an Acceptable Intercreditor Agreement;

(xv) Liens on property or other assets of any Restricted Subsidiary that is not a Loan Party, which Liens secure Indebtedness of such Restricted Subsidiary or another Restricted Subsidiary that is not a Loan Party, in each case permitted under Section 6.01(a);

(xvi) Liens on the Collateral created under the Loan Documents securing Secured Cash Management Obligations, Secured Hedging Obligations, Secured Supply Chain Financing Obligations and Secured Additional Letter of Credit Facility Obligations;

(xvii) Liens on cash and Permitted Investments used to satisfy or discharge Indebtedness; provided such satisfaction or discharge is permitted hereunder;

(xviii) Liens on Equity Interests of any joint venture or Unrestricted Subsidiary (a) securing obligations of such joint venture or Unrestricted Subsidiary or (b) pursuant to the relevant joint venture agreement or arrangement;

(xix) Liens on cash, Permitted Investments or other marketable securities securing (A) letters of credit of any Loan Party that are cash collateralized on the Effective Date in an amount of cash, Permitted Investments or other marketable securities with a fair market value of up to 105% of the face amount of such letters of credit being secured or (B) letters of credit and other credit support obligations in the ordinary course of business; and

(xx) any Liens on cash or deposits granted in favor of any Issuing Bank to cash collateralize any Defaulting Lender's participation in Letters of Credit or other obligations in respect of Letters of Credit, in each case as contemplated by this Agreement;

provided that the expansion of Liens by virtue of accretion or amortization of original issue discount, the payment of dividends in the form of Indebtedness, and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies will not be deemed to be an incurrence of Liens for purposes of this Section 6.02. For purposes of determining compliance with this Section 6.02, (x) a Lien need not be incurred solely by reference to one category of Liens described in this Section 6.02 but may be incurred under any combination of such categories (including in part under one such category and in part under any other such category) and (y) in the event that a Lien (or any portion thereof) meets the criteria of one or more of such categories hereof (other than ratio-based baskets, if any), the Borrower and the Restricted Subsidiaries shall, in their sole discretion, classify or reclassify such Lien (or any portion thereof) solely between and among such categories and, in each case, that would be permitted to be incurred in reliance on the applicable exception as of the date of such reclassification.

Notwithstanding the foregoing, (i) the Borrower will not, and will not permit any of its Restricted Subsidiaries that are not Loan Parties to suffer to exist any Lien on the Metropolis Property to secure Indebtedness for borrowed money without securing the Obligations hereunder on a first-priority basis for so long as such Indebtedness for borrowed money shall be so secured and (ii) the Borrower will not permit any of its Subsidiaries that not Loan Parties to suffer to exist any Lien on any U.S. Intellectual Property of any of such Subsidiaries to secure Indebtedness for borrowed money unless such Lien is a Permitted Encumbrance.

SECTION 6.03. Fundamental Changes. (a) The Borrower will not, and will not permit any of its Restricted Subsidiaries to, merge into or consolidate with any other Person,

or permit any other Person to merge into or consolidate with it, or liquidate or dissolve, divide or otherwise dispose of all or substantially all of its properties and assets to any Person or group of Persons (which, for the avoidance of doubt, shall not restrict the change in organizational form), except that, if at the time thereof and immediately after giving effect thereto no Default shall have occurred and be continuing:

(i) any Restricted Subsidiary may merge into or consolidate with (A) the Borrower so long as the Borrower shall be the continuing or surviving Person (and continues to be organized under the laws of the same jurisdiction), (B) [reserved] and (C) any other Restricted Subsidiary in a transaction in which the surviving entity is a Restricted Subsidiary and, if any party to such merger or consolidation is a Loan Party, either (x) the continuing or surviving entity is a Loan Party or (y) the acquisition of such Loan Party by such continuing or surviving Person is otherwise permitted under 6.04; provided, that, after giving effect to any such activities under this Section 6.03(a)(i), the Loan Parties are in compliance with the Collateral and Guarantee Requirement in Sections 5.12 and 5.13;

(ii) [reserved];

(iii) any Restricted Subsidiary that is not the Borrower may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is in the best interests of the business of the Restricted Group and is not materially disadvantageous to the Lenders; provided that any such merger or consolidation involving a Person that is not a wholly owned Restricted Subsidiary immediately prior to such merger or consolidation shall not be permitted unless it is also permitted by Section 6.04;

(iv) any Restricted Subsidiary may engage in a merger, consolidation, dissolution or liquidation, the purpose of which is to effect an Investment permitted pursuant to Section 6.04 or a disposition permitted pursuant to Section 6.05; and

(v) so long as no Default shall have occurred and be continuing, or would result therefrom, the Borrower may merge or consolidate with (or dispose of all or substantially all of its assets to) any other Person; provided that (A) the Borrower shall be the continuing or surviving Person or (B) if (x) the Person formed by or surviving any such merger or consolidation is not the Borrower (y) the Borrower is not the Person into which the Borrower has been liquidated or (z) in connection with a disposition of all or substantially all of the Borrower's assets, the Person that is the transferee of such assets is not the Borrower (any such Person, a "Successor Borrower"), (1) the Successor Borrower shall be an entity organized or existing under the laws of the United States or any other jurisdiction reasonably consented to by the Administrative Agent, (2) the Successor Borrower shall expressly assume all the obligations of the Borrower under this Agreement and the other Loan Documents to which the Borrower is a party pursuant to a supplement, amendment or restatement hereto or thereto in form reasonably satisfactory to the Administrative Agent and the other Loan Parties shall have reaffirmed their obligations under the Guarantee Agreement and Collateral Agreement, (3) if reasonably requested by the Administrative Agent, the Borrower shall

have delivered to the Administrative Agent an officer's certificate and an opinion of counsel, each stating that such merger or consolidation and such supplement, amendment or restatement to this Agreement or any Loan Document comply with this Agreement, (4) the Successor Borrower shall provide any documentation and other information about such person as shall have been reasonably requested in writing by any Lender through the Administrative Agent that such Lender shall have reasonably determined is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act; provided, further, that if the foregoing are satisfied, the Successor Borrower, will succeed to, and be substituted for, the Borrower under this Agreement and the original the Borrower will be released.

(b) the Borrower and the Restricted Subsidiaries, taken as a whole, will not engage to any material extent in any business other than businesses of the type to be conducted by the Borrower and the Restricted Subsidiaries as described in the Form 10 if as a result thereof the business conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, would be substantially different from the business conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, on the Effective Date; provided that businesses reasonably related, incidental or ancillary thereto to the business conducted by the Borrower and the Restricted Subsidiaries, taken as a whole, on the Effective Date or reasonable extensions thereof shall be permitted hereunder.

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. The Borrower will not, and will not permit any Restricted Subsidiary to, make any Investment, except:

(a) Permitted Investments and cash;

(b) investments constituting the purchase or other acquisition (in one transaction or a series of related transactions) of all or substantially all of the property and assets or business of any Person or of assets constituting a business unit, a line of business or division of such Person, or the Equity Interests in a Person that, upon the consummation thereof, will be a Restricted Subsidiary if, after giving effect thereto on a Pro Forma Basis, the Borrower would be in compliance with Sections 6.12 and 6.13; provided that the aggregate amount of cash consideration paid in respect of such investments (including in the form of loans or advances made to Restricted Subsidiaries that are not Loan Parties) by Loan Parties involving the acquisition of Restricted Subsidiaries that do not become Loan Parties shall not, at the time such investment is made and after giving effect thereto, cause the Non-Guarantor Investment Basket to be exceeded (provided, that to the extent such Restricted Subsidiaries do become Loan Parties, the aggregate amount outstanding in reliance on this clause (b) shall be reduced by the amount initially utilized);

(c) [reserved];

(d) Investments existing on the Effective Date or the Distribution Date (or in the case of replacement guarantees to be provided by the Borrower in lieu of previously existing Honeywell parent guarantees, within 60 days after the Distribution Date) and to the extent having a principal amount in excess of $5,000,000 individually, set forth on Schedule 6.04 and any modification, replacement, renewal, reinvestment or extension thereof;

(e) Investments by the Borrower and the Restricted Subsidiaries in Equity Interests of their respective Restricted Subsidiaries; provided that (i) any such Equity Interests held by a Loan Party in any other Loan Party shall be pledged to the extent required by the definition of the term "Collateral and Guarantee Requirement" and (ii) the making of such Investment by any Loan Party in any Restricted Subsidiary that is not a Loan Party shall not, at the time such Investment is made and after giving effect thereto, cause the Non-Guarantor Investment Basket to be exceeded, provided that if any such investment under this subclause (ii) is made for the purpose of making an investment, loan or advance permitted under clause (u) of this Section, the amount available under this clause (e) shall not be reduced by the amount of any such investment, loan or advance which reduces the basket under clause (u) of this Section;

(f) loans or advances made by the Borrower to any Restricted Subsidiary and made by any Restricted Subsidiary to the Borrower or any other Restricted Subsidiary; provided that (i) any such loans and advances made by a Loan Party shall be evidenced, on and after the Effective Date, by the Global Intercompany Note or other promissory notes reasonably acceptable to the Administrative Agent and (ii) the outstanding amount of such loans and advances made by Loan Parties to Restricted Subsidiaries that are not Loan Parties at the time such loans or advances are made, and after giving effect thereto, shall not cause the Non-Guarantor Investment Basket to be exceeded, provided that any intercompany loans or advances made by any Loan Party to any Restricted Subsidiary that is not a Loan Party using the proceeds of intercompany loans or advances received from Restricted Subsidiaries that are not Loan Parties no more than 120 days prior to making such intercompany loan or advance shall not be taken into account in the calculation of any restriction or basket set forth in this subclause (ii) (including the Non-Guarantor Investment Basket); provided further that if any such loan or advance under this subclause (ii) is made for the purpose of making an investment, loan or advance permitted under clause (u) of this Section, the amount available under this clause (f) shall not be reduced by the amount of any such investment, loan or advance which reduces the basket under clause (u) of this Section, provided further that any loan or advance made by any Loan Party to a Restricted Subsidiary that is not a Loan Party, for the purposes of calculating usage under this subclause (ii) and the Non-Guarantor Investment Basket, shall be reduced dollar-for-dollar by any amounts owed by such Loan Party to such Restricted Subsidiary that is not a Loan Party;

(g) Guarantees by the Borrower or any Restricted Subsidiary in respect of Indebtedness permitted under Section 6.01 and in respect of other obligations not otherwise contemplated by this Section 6.04, in each case of the Borrower or any Restricted Subsidiary; provided that any such Guarantees of Indebtedness and such other obligations, in each case of Restricted Subsidiaries that are not Loan Parties by any Loan Party (other than with respect to Cash Management Financing Facilities) shall not, at the time any such Guarantee is provided and after giving effect thereto, cause the Non-Guarantor Investment Basket to be exceeded;

(h) loans or advances to officers, directors, consultants and employees of the Borrower and the Restricted Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation and analogous ordinary business purposes, and (ii) for purposes not described in the foregoing subclause (i), in an aggregate principal amount outstanding not to exceed $10,000,000 (collectively for all amounts incurred and outstanding pursuant to clause (ii));

(i) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses of the Borrower or any Restricted Subsidiary for accounting purposes and that are made in the ordinary course of business;

(j) investments received in connection with the bankruptcy or reorganization of,

or settlement of delinquent accounts and disputes with, customers and suppliers or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment, in each case in the ordinary course of business;

(k) investments in the form of Hedging Agreements permitted by Section 6.07 (including any Back to Back Arrangements);

(l) investments of any Person existing at the time such Person becomes a Restricted Subsidiary or consolidates or merges with the Borrower or any Restricted Subsidiary so long as such investments were not made in contemplation of such Person becoming a Restricted Subsidiary or of such consolidation or merger;

(m) investments resulting from pledges or deposits described in clause (c) or (d) of the definition of the term "Permitted Encumbrance";

(n) investments made as a result of the receipt of noncash consideration from a sale, transfer, lease or other disposition of any asset in compliance with Section 6.05;

(o) investments that result solely from the receipt by the Borrower or any Restricted Subsidiary from any of its Subsidiaries of a dividend or other Restricted Payment in the form of Equity Interests, evidences of Indebtedness or other securities (but not any additions thereto made after the date of the receipt thereof);

(p) receivables or other trade payables owing to the Borrower or a Restricted Subsidiary if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; provided that such trade terms may include such concessionary trade terms as the Borrower or any Restricted Subsidiary deems reasonable under the circumstances;

(q) mergers and consolidations permitted under Section 6.03 that do not involve any Person other than the Borrower and Restricted Subsidiaries that are wholly owned Restricted Subsidiaries;

(r) Investments in the form of letters of credit, bank guarantees, performance bonds or similar instruments or other creditor support or reimbursement obligations made in the ordinary course of business by the Borrower on behalf of any Restricted Subsidiary and made by any Restricted Subsidiary on behalf of the Borrower or any other Restricted Subsidiary; provided that at the time such letters of credit, bank guarantees, performance bonds or similar instruments or other creditor support or reimbursement obligations are made by Loan Parties on behalf of Restricted Subsidiaries that are not Loan Parties pursuant to this clause (r), and after giving effect thereto, such obligations shall not cause the Non-Guarantor Investment Basket to be exceeded;

(s) Guarantees by the Borrower or any Restricted Subsidiary of leases (other than Capital Lease Obligations) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(t) Investments, so long as, after giving effect thereto, the Consolidated Total Leverage Ratio does not exceed 3.75:1.00; provided that no Specified Event of Default has occurred and is continuing or would occur as a consequence therefrom;

(u) other Investments by the Borrower or any Restricted Subsidiary (and loans

and advances by the Borrower) in an aggregate amount, as valued at cost at the time each such Investment is made and including all related commitments for future Investments (and the principal amount of any Indebtedness that is assumed or otherwise incurred in connection with such Investment), outstanding under this clause (u) at any time in an aggregate amount not exceeding the sum of (i) the greater of (x) $750,000,000 and (y) 75% of LTM Consolidated EBITDA plus (ii) so long as no Default or Event of Default has occurred and is continuing or would result therefrom, the Available Amount at such time in the aggregate for all such investments made or committed to be made from and after the Distribution Date plus an amount equal to any returns of capital or sale proceeds actually received in cash in respect of any such Investments (which amount shall not exceed the amount of such Investment valued at cost at the time such investment was made);

(v) Investments consisting of (i) extensions of trade credit and accommodation guarantees in the ordinary course of business and (ii) loans and advances to customers; provided that the aggregate principal amount of such loans and advances outstanding under this clause (ii) at any time shall not exceed $10,000,000;

(w) Investments made on or prior to the Distribution Date in connection with the Transactions;

(x) Investments in the ordinary course of business consisting of Uniform Commercial Code Article 3 endorsements for collection or deposit and Uniform Commercial Code Article 4 customary trade arrangements with customers in the ordinary course of business;

(y) Investments (A) for utilities, security deposits, leases and similar prepaid expenses incurred in the ordinary course of business and (B) in the form of trade accounts created, or prepaid expenses accrued, in the ordinary course of business;

(z) non-cash Investments in connection with tax planning and reorganization activities; provided that, after giving effect to any such activities, the security interests of the Lenders in the Collateral, taken as a whole, would not be materially impaired;

(aa) customary Investments in connection with Permitted Receivables Facilities;

(bb) Investments in joint ventures and Unrestricted Subsidiaries; provided that at the time of any such Investment on a Pro Forma Basis, the aggregate amount at any time outstanding of all such Investments made in reliance on this clause (bb) shall not exceed the greater of (x) $120,000,000 and (y) 12% of LTM Consolidated EBITDA;

(cc) Investments in the form of loans or advances made to distributors and suppliers in the ordinary course of business; and

(dd) to the extent they constitute Investments, guaranties in the ordinary course of business of the obligations of suppliers, customers, franchisees, lessors and licensees of the Borrower and any Restricted Subsidiary.

For purposes of this Section 6.04, if any Investment (or a portion thereof) would be permitted pursuant to one or more of the provisions described above and/or one or more of the exceptions contained in this Section 6.04 (other than ratio-based baskets, if any), the Borrower and the Restricted Subsidiaries may divide and classify such Investment (or a portion thereof) in any manner that complies with this covenant and may later divide and reclassify any such Investment

so long as the Investment (as so divided and/or reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such reclassification.

SECTION 6.05. Asset Sales. The Borrower will not, and will not permit any Restricted Subsidiary to, sell, transfer, lease or otherwise dispose of any asset (other than assets sold, transferred, leased or otherwise disposed of in a single transaction or a series of related transactions with a fair market value of $40,000,000 or less), including any Equity Interest owned by it, nor will the Borrower permit any Restricted Subsidiary to issue any additional Equity Interest in such Restricted Subsidiary (other than issuing directors' qualifying shares and other than issuing Equity Interests to the Borrower or another Restricted Subsidiary), except:

(a) sales, transfers, leases and other dispositions of (i) inventory, (ii) used, obsolete, damaged, worn out or surplus equipment, (iii) property no longer used or, in the reasonable business judgment of the Borrower or a Restricted Subsidiary, no longer useful in the conduct of the business of the Borrower or the Restricted Subsidiary (including Intellectual Property), (iv) immaterial assets and (v) cash and Permitted Investments, in each case in the ordinary course of business;

(b) sales, transfers, leases and other dispositions to the Borrower or a Restricted Subsidiary; provided that any such sales, transfers, leases or other dispositions involving a Restricted Subsidiary that is not a Loan Party shall, to the extent applicable, be made in compliance with Sections 6.04 and 6.09;

(c) sales, transfers and other dispositions or forgiveness of accounts receivable in connection with the compromise, settlement or collection thereof not as part of any accounts receivables financing transaction (including sales to factors and other third parties);

(d) (i) sales, transfers, leases and other dispositions of assets to the extent that such assets constitute an investment permitted by clause (j), (l) or (n) of Section 6.04 or another asset received as consideration for the disposition of any asset permitted by this Section (in each case, other than Equity Interests in a Restricted Subsidiary, unless all Equity Interests in such Restricted Subsidiary (other than directors' qualifying shares) are sold) and (ii) sales, transfers, and other dispositions of the Equity Interests of a Restricted Subsidiary by the Borrower or a Restricted Subsidiary to the extent such sale, transfer or other disposition would be permissible as an Investment in a Restricted Subsidiary permitted by Section 6.04(e) or (u);

(e) leases or subleases entered into in the ordinary course of business, to the extent that they do not materially interfere with the business of the Borrower or any Restricted Subsidiary;

(f) non-exclusive licenses or sublicenses of IP Rights granted in the ordinary course of business or other licenses or sublicenses of IP Rights granted in the ordinary course of business that do not materially interfere with the business of the Borrower or any Restricted Subsidiary;

(g) dispositions resulting from any casualty or other insured damage to, or any taking under power of eminent domain or by condemnation or similar proceeding of, and transfers of property arising from foreclosure or similar action with regard to, any asset of the Borrower or any Restricted Subsidiary;

(h) dispositions of assets to the extent that (i) such assets are exchanged for

credit against the purchase price of similar replacement assets or (ii) the proceeds of such disposition are promptly applied to the purchase price of such replacement assets;

(i) dispositions permitted by Section 6.08;

(j) dispositions set forth on Schedule 6.05;

(k) sales, transfers, leases and other dispositions of assets that are not permitted by any other clause of this Section; provided that no Event of Default has occurred and is continuing or would result therefrom;

(l) sales, transfers or other dispositions of accounts receivable in connection with Permitted Receivables Facilities;

(m) sales, transfers or other dispositions of any assets (including Equity Interests) (A) acquired in connection with any acquisition or other investment permitted under Section 6.04, which assets are not used or useful to the core or principal business of the Borrower and the Restricted Subsidiaries and/or (B) made to obtain the approval of any applicable antitrust authority in connection with an acquisition permitted under Section 6.04;

(n) sales, transfers or other dispositions of Investments in joint ventures to the extent required by, or made pursuant to customary buy/sell arrangements between, the joint venture parties set forth in joint venture arrangements and similar binding arrangements; and

(o) sales, transfers or other dispositions pursuant to any sale and leaseback transactions permitted under Section 6.06(b);

provided that all sales, transfers, leases and other dispositions permitted hereby (other than those permitted by clauses (a)(iii), (a)(iv) and (b)) for a purchase price in excess of $40,000,000 shall be made for fair value (as determined in good faith by the Borrower), and at least 75% of the consideration from each such sale, transfer, lease and other disposition permitted hereby (other than those permitted by clause (b), (d), (g) or (h)) is in the form of cash or Permitted Investments; provided further that (i) any consideration in the form of Permitted Investments that are disposed of for cash consideration within 30 Business Days after such sale, transfer or other disposition shall be deemed to be cash consideration in an amount equal to the amount of such cash consideration for purposes of this proviso, (ii) any liabilities (as shown on the Borrower's or such Restricted Subsidiary's most recent balance sheet provided hereunder or in the footnotes thereto) of the Borrower or such Restricted Subsidiary, other than liabilities that are by their terms subordinated to the payment in cash of the Obligations, that are assumed by the transferee with respect to the applicable sale, transfer, lease or other disposition and for which the Borrower and all the Restricted Subsidiaries shall have been validly released by all applicable creditors in writing shall be deemed to be cash consideration in an amount equal to the liabilities so assumed and (iii) any Designated Non-Cash Consideration received by the Borrower or such Subsidiary in respect of such sale, transfer, lease or other disposition having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this clause (iii) that is at that time outstanding, not in excess of $250,000,000 at the time of the receipt of such Designated Non-Cash Consideration, with the fair market value of each item of Designated Non-Cash Consideration being measured at the time received and without giving effect to subsequent changes in value, shall be deemed to be cash consideration.

SECTION 6.06. Sale and Leaseback Transactions. The Borrower will not, and will not permit any Restricted Subsidiary to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, except for:

(a) any such sale of any fixed or capital assets by the Borrower or any Restricted Subsidiary that is made for cash consideration in an amount not less than the fair value of such fixed or capital asset and is consummated within 270 days after the Borrower or such Restricted Subsidiary acquires or completes the construction of such fixed or capital asset; and

(b) sale and leaseback transactions consummated by the Borrower or any Restricted Subsidiary in an aggregate amount not to exceed the greater of (x) $300,000,000 and (y) 30% of LTM Consolidated EBITDA for all such sale and leaseback transactions, provided that, each sale and leaseback transaction is (x) undertaken on arm's length commercial terms and (y) no Event of Default has occurred and is continuing or would result therefrom;

provided that, in each case of clauses (a) and (b) above, if such sale and leaseback results in a Capital Lease Obligation, such Capital Lease Obligation is permitted by Section 6.01 and any Lien made the subject of such Capital Lease Obligation is permitted by Section 6.02(a)(v).

SECTION 6.07. Hedging Agreements. The Borrower shall not, and shall not permit any Restricted Subsidiary to, enter into any Hedging Agreement other than Hedging Agreements (including any Back to Back Arrangements) entered into in the ordinary course of business and not for speculative purposes.

SECTION 6.08. Restricted Payments; Certain Payments of Junior Indebtedness. (a) The Borrower will not, and will not permit any Restricted Subsidiary to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that:

(i) the Borrower and/or any Restricted Subsidiary may make the Effective Date Repayment;

(ii) any Restricted Subsidiary may declare and pay dividends or make other distributions with respect to its Equity Interests, or make other Restricted Payments in respect of its Equity Interests, in each case ratably to the holders of such Equity Interests;

(iii) [reserved];

(iv) the Borrower may declare and pay dividends with respect to its Equity Interests payable solely in shares of Qualified Equity Interests or Disqualified Equity Interests permitted hereunder;

(v) the Borrower may make Restricted Payments, not exceeding the greater of (x) $100,000,000 and (y) 10% of LTM Consolidated EBITDA (with unused amounts being carried over to the succeeding fiscal years, subject to an aggregate cap of up to $125,000,000 in any fiscal year under this clause (v)) during any fiscal year, pursuant to and in accordance with

stock option plans or other benefit plans approved by the Borrower's board of directors for directors, officers, consultants or employees of the Borrower and the Restricted Subsidiaries;

(vi) the Borrower may declare and pay dividends with respect to its Equity Interests in an aggregate amount per fiscal year of the Borrower not to exceed 6% of the Market Capitalization as of the close of business on the trading day immediately prior to the date such Restricted Payment is declared;

(vii) the Borrower may make additional Restricted Payments; *provided* that the Consolidated Total Leverage Ratio (after giving effect on a Pro Forma Basis to such Restricted Payment) as of the end of the fiscal quarter of the Borrower for which consolidated financial statements have most recently been delivered immediately preceding the making of such Restricted Payment shall be less than or equal to the 3.25 to 1.00; *provided* that no Event of Default has occurred or is continuing or would result therefrom;

(viii) the Borrower may make cash payments in lieu of the issuance of fractional shares representing insignificant interests in the Borrower in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests in the Borrower;

(ix) the Borrower may repurchase Equity Interests upon the exercise of stock options if such Equity Interests represent a portion of the exercise price of such stock options (and related redemption or cancellation of shares for payment of taxes or other amounts relating to the exercise under such stock option or other benefit plans);

(x) within one year of any issuance of Qualified Equity Interests, the Borrower may redeem, purchase or retire any Equity Interests of the Borrower using the proceeds of, or convert or exchange any Equity Interests of the Borrower for, such Qualified Equity Interests;

(xi) the Borrower's Subsidiaries may pay dividends to the Borrower concurrently with the Borrower's payment of dividends pursuant to Section 6.08(a)(xii);

(xii) the Borrower may declare and make Restricted Payments in an aggregate amount not to exceed, at the time such Restricted Payments are made and after giving effect thereto, the sum of (A) the greater of (x) $350,000,000 and (y) 35% LTM Consolidated EBITDA plus (B) the Available Amount at such time; provided that the Borrower may only make Restricted Payments under this clause (xii) if (x) no Default or Event of Default has occurred and is continuing (or would result therefrom) and (y) after giving effect thereto on a Pro Forma Basis, the Borrower would be in compliance with Sections 6.12 and 6.13;

(xiii) for any taxable period for which the Borrower and/or any Subsidiaries of the Borrower are members of a consolidated, combined or similar income tax group for U.S. federal and/or applicable state, local or

non-U.S. income or corporation Tax purposes of which a direct or indirect parent of the Borrower is the common parent, Restricted Payments may be made in an amount not in excess of the U.S. federal, state, local or non-U.S. income Taxes that the Borrower and/or applicable Subsidiaries of the Borrower would have paid had the Borrower and/or such Subsidiaries of the Borrower been a stand-alone taxpayer (or a stand-alone group); provided that Restricted Payments in respect of an Unrestricted Subsidiary shall be permitted only to the extent that cash distributions were made by such Unrestricted Subsidiary to the Borrower or any of its Subsidiaries for such purpose;

(xiv) (i) any non-cash repurchases or withholdings of Equity Interests in connection with the exercise, vesting and/or settlement of stock options, warrants, restricted shares, restricted stock units, performance stock units or similar rights if such Equity Interests represent a portion of the exercise of, or withholding obligations with respect to, such stock options, warrants, restricted shares, restricted stock units, performance stock units or similar rights (for the avoidance of doubt, it being understood that any required withholding or similar tax related thereto may be paid by the Borrower or any Restricted Subsidiary in cash), and (ii) loans or advances to officers, directors and employees of the Borrower or any Restricted Subsidiary in connection with such Person's purchase of Equity Interests of the Borrower, provided that no cash is actually advanced pursuant to this clause (ii) other than to pay taxes due in connection with such purchase, unless immediately repaid; and

(xv) the Borrower may make payments pursuant to and required under the Tax Matters Agreement.

(b) The Borrower will not, and will not permit any Restricted Subsidiary to, prepay, redeem, purchase or otherwise satisfy any Indebtedness that is subordinated in right of payment to the Obligations (excluding, for the avoidance of doubt, any subordinated obligations owing to the Borrower or any Restricted Subsidiary) (collectively, "Restricted Debt Payments"), except for:

(i) regularly scheduled interest and principal payments as and when due in respect of any such Indebtedness, other than payments in respect of such Indebtedness prohibited by the subordination provisions thereof;

(ii) refinancings of Indebtedness with the proceeds of other Indebtedness permitted under Section 6.01; and

(iii) payments of or in respect of Indebtedness in an amount equal to, at the time such payments are made and after giving effect thereto, (A) the greater of (x) $350,000,000 and (y) 35% of LTM Consolidated EBITDA plus (B) the Available Amount at such time; provided that the Borrower may only make Restricted Debt Payments (x) under this clause (iii) if no Default or Event of Default shall have occurred and be continuing (or would result therefrom) and (y) using the Available Amount if after giving effect thereto on a Pro Forma Basis, the Borrower would be in compliance with Sections 6.12 and 6.13.

For purposes of this Section 6.08, if any Restricted Payment (or a portion thereof) would be permitted pursuant to one or more provisions described above and/or one or more of the exceptions contained in this Section 6.08, the Borrower and the Restricted Subsidiaries may divide and classify such Restricted Payment (or a portion thereof) in any manner that complies with this covenant and may later divide and reclassify (other than with respect to ratio-based baskets, if any) any such Restricted Payment so long as the Restricted Payment (as so divided and/or reclassified) would be permitted to be made in reliance on the applicable exception as of the date of such reclassification.

SECTION 6.09. Transactions with Affiliates. The Borrower will not, and will not permit any Restricted Subsidiary to, sell, lease or otherwise transfer any assets to, or purchase, lease or otherwise acquire any assets from, or otherwise engage in a single transaction or a series of related transactions involving aggregate consideration in excess of $50,000,000 with, any of its Affiliates, except (i) transactions that are at prices and on terms and conditions not less favorable to the Borrower or such Restricted Subsidiary than could be obtained on an arm's-length basis from unrelated third parties, (ii) transactions between or among the Restricted Subsidiaries not involving any other Affiliate, (iii) advances, equity issuances, repurchases, retirements or other acquisitions or retirements of Equity Interests and other Restricted Payments permitted under Section 6.08 and investments, loans and advances to Restricted Subsidiaries permitted under Section 6.04 and any other transaction involving the Borrower and the Restricted Subsidiaries permitted under Section 6.03 to the extent such transaction is between the Borrower and one or more Restricted Subsidiaries or between two or more Restricted Subsidiaries and Section 6.05 (to the extent such transaction is not required to be for fair value thereunder), (iv) the payment of reasonable fees to directors of the Borrower or any Restricted Subsidiary who are not employees of the Borrower or any Restricted Subsidiary, and compensation and employee benefit arrangements paid to, and indemnities provided for the benefit of, directors, officers, consultants or employees of the Borrower or the Restricted Subsidiaries in the ordinary course of business, (v) any issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment agreements, stock options and stock ownership plans approved by the Borrower's board of directors, (vi) employment and severance arrangements entered into in the ordinary course of business between the Borrower or any Restricted Subsidiary and any employee thereof and approved by the Borrower's or the Borrower's board of directors, and (vii) payments made to other Restricted Subsidiaries arising from or in connection with any customary tax consolidation and grouping arrangements.

SECTION 6.10. Restrictive Agreements. The Borrower will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon (a) the ability of the Borrower or any Restricted Subsidiary to create, incur or permit to exist any Lien upon any of its assets that are Collateral or required to be Collateral to secure the Obligations or (b) the ability of any Restricted Subsidiary to pay dividends or other distributions with respect to any of its Equity Interests, to make or repay loans or advances to the Borrower or any Restricted Subsidiary, to Guarantee Indebtedness of the Borrower or any Restricted Subsidiary, to transfer any of its properties or assets to the Borrower or any Restricted Subsidiary or to grant Liens on its assets (including Equity Interests) to the Administrative Agent; provided that (i) the foregoing shall not apply to (A) restrictions and conditions imposed by law or by this Agreement, any Spin-Off Document, any other Loan Document, any Incremental Facility Amendment, any Refinancing Facility Agreement, any document governing any Refinancing Term Loan Indebtedness or Refinancing Indebtedness or any document governing Alternative Incremental Facility Debt, (B) restrictions and conditions imposed by the Senior Unsecured Indebtedness Documents as in effect on the Effective Date or any agreement or document evidencing

Refinancing Term Loan Indebtedness in respect of the Senior Unsecured Indebtedness Documents permitted under clause (ii) of Section 6.01(a); provided that the restrictions and conditions contained in any such agreement or document taken as a whole are not materially less favorable to the Lenders than the restrictions and conditions imposed by the Senior Unsecured Indebtedness Documents, (C) in the case of any Restricted Subsidiary that is not a wholly owned Restricted Subsidiary, restrictions and conditions imposed by its organizational documents or any related joint venture or similar agreements; provided that such restrictions and conditions apply only to such Restricted Subsidiary and to the Equity Interests of such Restricted Subsidiary, (D) customary restrictions and conditions contained in agreements relating to the sale of a Restricted Subsidiary or any assets of the Borrower or any Restricted Subsidiary, in each case pending such sale; provided that such restrictions and conditions apply only to such Restricted Subsidiary or the assets that are to be sold and, in each case, such sale is permitted hereunder, (E) restrictions and conditions existing on the Effective Date and identified on Schedule 6.10 (and any extension or renewal of, or any amendment, modification or replacement of the documents set forth on such schedule that do not expand the scope of, any such restriction or condition in any material respect), (F) restrictions and conditions imposed by any agreement relating to Indebtedness of any Restricted Subsidiary in existence at the time such Restricted Subsidiary became a Restricted Subsidiary and otherwise permitted by clause (vii) of Section 6.01(a) or to any restrictions in any Indebtedness of a non-Loan Party Restricted Subsidiary permitted by clause (viii) or clause (xix) of Section 6.01(a), in each case if such restrictions and conditions apply only to such Restricted Subsidiary and its subsidiaries, (G)[reserved], (H) customary prohibitions, restrictions and conditions contained in agreements relating to a Permitted Receivables Facility, (I) any encumbrance or restriction under documentation governing other Indebtedness of the Borrower and any Restricted Subsidiaries permitted to be incurred pursuant to Section 6.01, provided that such encumbrances or restrictions will not materially impair (1) the Borrower's ability to make principal and interest payments hereunder or (2) the ability of the Loan Party to provide any Lien upon any of its assets that are Collateral or required to be Collateral, (J) customary provisions in leases, licenses, sublicenses and other contracts (including licenses and sublicenses of Intellectual Property) restricting the assignment thereof, (K) restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent such restriction applies only to the property securing such Indebtedness, (L) restrictions on cash (or Permitted Investments) or other deposits imposed by agreements entered into in the ordinary course of business (or other restrictions on cash or deposits constituting Permitted Encumbrances), (M) customary restrictions contained in leases, subleases, licenses, sublicenses or asset sale agreements otherwise permitted hereby so long as such restrictions relate only to the assets subject thereto, (N) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of the Borrower or any Restricted Subsidiary and (O) customary net worth provisions contained in real property leases entered into by Subsidiaries, so long as the Borrower has determined in good faith that such net worth provisions would not reasonably be expected to impair the ability of the Borrower and its Subsidiaries to meet their ongoing obligations; and (ii) clause (a) of the foregoing shall not apply to (A) restrictions and conditions imposed by any agreement relating to secured Indebtedness permitted by clause (vi) of Section 6.01(a) if such restrictions and conditions apply only to the assets securing such Indebtedness and (B) customary provisions in leases and other agreements restricting the assignment thereof.

SECTION 6.11. Amendment of Material Documents, Etc. The Borrower will not, and will not permit any of its Restricted Subsidiaries to, amend, modify or waive, (i) its certificate of incorporation, bylaws or other organizational documents, (ii) any of the Senior Unsecured Indebtedness Documents or (iii) any of the Spin-Off Documents, in each case if the effect of such amendment, modification or waiver would be materially adverse to the Lenders without the consent of the Required Lenders.

SECTION 6.12. Consolidated Interest Coverage Ratio. The Borrower will not permit the Consolidated Interest Coverage Ratio as of the end of any fiscal quarter of the Borrower ending on or after the Effective Date, to be less than 2.75 to 1.00.

SECTION 6.13. Consolidated First Lien Leverage Ratio. The Borrower will not permit the Consolidated First Lien Leverage Ratio as of the end of any fiscal quarter of the Borrower ending after the Effective Date to exceed 3.50 to 1.00; provided that, for the four fiscal quarter period following a Material Acquisition, the maximum Consolidated First Lien Leverage Ratio pursuant to this Section 6.13 shall increase to 4.00 to 1.00 with respect to the last day of the fiscal quarter during which such Material Acquisition shall have been consummated and the last day of each of the immediately following three consecutive fiscal quarters (such period, an "Material Acquisition Step-Up Period"); provided further that, following the end of any Acquisition Step-Up Period, the Borrower will not permit the Consolidated First Lien Leverage Ratio to exceed 3.50 to 1.00 for at least two full fiscal quarters before commencing any subsequent Acquisition Step-Up Period.

SECTION 6.14. Changes in Fiscal Periods. The Borrower will not make any change in fiscal year; provided, however, that the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders, to make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document but without limitation of the condition in Section 4.01(d), no provision of this Agreement or any other Loan Document shall prevent or restrict the consummation of the Transactions, nor shall the Transactions give rise to any Default, or constitute the utilization of any basket, under this Agreement (including this Article VI) or any other Loan Document.

ARTICLE VII

Events of Default

SECTION 7.01. Events of Default. If any of the following events (each such event, an "Event of Default") shall occur:

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

(b) the Borrower shall fail to pay any interest on any Loan or any fee or any other amount (other than an amount referred to in clause (a) of this Section 7.01) payable under this Agreement or any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five Business Days;

(c) any representation or warranty made or deemed made by or on behalf of the Borrower or any Restricted Subsidiary in this Agreement or any other Loan Document, or in any report, certificate or financial statement furnished pursuant to or in connection with this Agreement or any other Loan Document, shall prove to have been incorrect in any material respect when made or deemed made and, to the extent capable of being cured, such incorrect

representation or warranty shall remain incorrect for a period of 30 days following written notice thereof from the Administrative Agent to the Borrower;

(d) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.04 (with respect to the existence of the Borrower), 5.11(a), the final paragraph of Section 5.17 or Article VI; provided, that a Default by the Borrower under Section 6.12 or Section 6.13 (each, a "Financial Covenant Event of Default") shall not constitute an Event of Default with respect to the Term Commitments or any Term Loans unless and until the Required Revolving Lenders shall have terminated their Revolving Commitments and declared all amounts outstanding under the Revolving Loans to be due and payable;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or any other Loan Document (other than those specified in clause (a), (b) or (d) of this Section), and such failure shall continue unremedied for a period of 30 days after written notice thereof from the Administrative Agent or any Lender to the Borrower;

(f) the Borrower or any Restricted Subsidiary shall fail to make any payment (whether of principal, interest, premium or otherwise and regardless of amount) in respect of any Material Indebtedness when and as the same shall become due and payable (after giving effect to any applicable grace period under the documentation representing such Material Indebtedness);

(g) (i) any event or condition occurs that results in any Material Indebtedness becoming due or being terminated or required to be prepaid, repurchased, redeemed or defeased prior to its scheduled maturity or that enables or permits (with all applicable grace periods in respect of such event or condition under the documentation representing such Material Indebtedness having expired); the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf, or, in the case of any Hedging Agreement, the applicable counterparty, to cause any Material Indebtedness to become due, or to terminate or require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to (x) any secured Indebtedness that becomes due as a result of the voluntary sale, transfer or other disposition (including as a result of a casualty or condemnation event) of the assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement), or (y) any Indebtedness that becomes due as a result of a voluntary refinancing thereof permitted under Section 6.01 or (z) termination events or similar events occurring under any Hedging Agreement (other than a termination event or similar event as to which the Borrower or any of its Restricted Subsidiaries is the defaulting party) that constitutes Material Indebtedness (it being understood that paragraph (f) of this Section 7.01 will apply to any failure to make any payment required as a result of such termination or similar event); or (ii) [reserved];

(h) except as otherwise provided in Section 7.02, (i) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (A) liquidation, reorganization or other relief in respect of the Borrower or any Restricted Subsidiary or its debts, or of a substantial part of its assets, under any Federal, State or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (B) the appointment of a receiver, trustee, custodian, sequestrator, conservator, liquidator, administrative receiver, administrator, receiver and manager or similar official for the Borrower or any Restricted Subsidiary or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered or (ii) the Borrower or any Loan Party that is a Material Subsidiary (A) admits publicly its inability to

pay its debts as they fall due or (B) has a moratorium declared in relation to any of its Indebtedness;

(i) except as otherwise provided in Section 7.02, the Borrower or any Restricted Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation (other than any liquidation permitted under Section 6.03(a)(iv)), reorganization or other relief under any Federal, State or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any Restricted Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding or (v) make a general assignment for the benefit of creditors;

(j) [reserved];

(k) one or more judgments for the payment of money in an aggregate amount in excess of $75,000,000 (other than any such judgment covered by insurance (other than under a self-insurance program) to the extent a claim therefor has been made in writing and liability therefor has not been denied by the insurer) shall be rendered against the Borrower, any Restricted Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Borrower or any Restricted Subsidiary that are material to the business and operations of the Borrower or any Restricted Subsidiary, taken as a whole, to enforce any such judgment;

(l) an ERISA Event shall have occurred that, when taken together with all other ERISA Events that have occurred and are continuing and remain uncured, would reasonably be expected to result in a Material Adverse Effect;

(m) any Lien purported to be created under any Security Document shall cease to be, or shall be asserted by any Loan Party not to be, a valid and perfected Lien on any material portion of the Collateral, with the priority required by the applicable Security Document, except as a result of (i) permission under any Loan Document (including the sale or other disposition of the applicable Collateral in a transaction permitted under the Loan Documents), (ii) the release thereof as provided in Section 9.14, (iii) the Administrative Agent's failure to (A) maintain possession of any stock certificate, promissory note or other instrument delivered to it under any Security Document or (B) file Uniform Commercial Code continuation statements (or equivalent statements in any other relevant jurisdiction) or (iv) as to Collateral consisting of Mortgaged Property, to the extent that such losses are covered by a lender's title insurance policy and such insurer has not denied coverage;

(n) any material Security Document shall cease to be, or shall be asserted by any Loan Party not to be a legal, valid and binding obligation of any Loan Party party thereto, except as expressly permitted hereunder or thereunder or as a result of the release thereof as provided in the applicable Loan Document or Section 9.14;

(o) any Guarantee purported to be created under any Loan Document shall cease to be or shall be asserted by any Loan Party not to be, in full force and effect, except as in accordance with the terms of the Loan Documents (including a result of the release thereof as provided in the applicable Loan Document or Section 9.14); or

(p) a Change in Control shall occur;

then, and in every such event (other than an event with respect to the Borrower described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event (including any Event of Default arising by virtue of the termination and declaration contemplated by the proviso to Section 7.01(d)), the Administrative Agent may, and at the request of the Required Lenders shall (and, if a Financial Covenant Event of Default occurs and is continuing, the Administrative Agent may, and at the request of the Required Revolving Lenders shall, and in such case, without limiting the proviso to Section 7.01(d), only with respect to the Revolving Commitments, the Revolving Loans, and any Letters of Credit and LC Exposure), by notice to the Borrower, take any or all of the following actions, at the same or different times: (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 (but ratably as among the Classes of Loans and the Loans of each Class at such time outstanding), 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 Borrower hereunder, shall become due and payable immediately and (iii) require the deposit of cash collateral in respect of LC Exposure as provided in Section 2.05(i), in each case, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in the case of any event with respect to the Borrower described in clause (h) or (i) of this Section, 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 Borrower hereunder, shall immediately and automatically become due and payable and the deposit of such cash collateral in respect of LC Exposure shall immediately and automatically become due, in each case, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by The Borrower.

SECTION 7.02. Exclusion of Certain Subsidiaries. Solely for the purposes of determining whether a Default has occurred under clause (h) or (i) of Section 7.01, any reference in any such paragraph to any Restricted Subsidiary shall be deemed not to include any Restricted Subsidiary affected by any event or circumstance referred to in such paragraph that is not a Material Subsidiary; provided that (i) if it is necessary to exclude more than one Restricted Subsidiary from clause (h) or (i) of Section 7.01 pursuant to this paragraph in order to avoid a Default, the aggregate consolidated assets of all such excluded Restricted Subsidiaries as of such last day may not exceed 7.5% of the Consolidated Total Assets of the Borrower and the Restricted Subsidiaries and the aggregate consolidated revenues of all such excluded Restricted Subsidiaries for such four fiscal quarter period may not exceed 7.5% of the consolidated revenues of the Borrower and the Restricted Subsidiaries and (ii) in no circumstance shall the Borrower be excluded from clause (h) of (i) of Section 7.01.

ARTICLE VIII

The Administrative Agent

SECTION 8.01. Appointment and Other Matters.

(a) Each of the Lenders and the Issuing Banks hereby irrevocably appoints the entity named as Administrative Agent in the heading of this Agreement and its successors to serve as administrative agent and collateral agent under the Loan Documents and authorizes the Administrative Agent to take such actions 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. In addition, to the extent required under the laws of any jurisdiction other than the United States of America, each of the Lenders and the Issuing Banks hereby grants to the Administrative Agent any required powers of attorney to execute any Security Document governed by the laws of such jurisdiction on such Lender's or such Issuing Bank's behalf. Without limiting the foregoing, each Lender and each Issuing Bank hereby authorizes the Administrative Agent to execute and deliver, and to perform its obligations under, each of the Loan Documents to which the Administrative Agent is a party, to exercise all rights, powers and remedies that the Administrative Agent may have under such Loan Documents.

(b) In performing its functions and duties hereunder and under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders and the Issuing Banks (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. Without limiting the generality of the foregoing:

(i) the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender, Issuing Bank or holder of any other obligation other than as expressly set forth herein and in the other Loan Documents, regardless of whether a Default or an Event of Default has occurred and is continuing (and it is understood and agreed that the use of the term "agent" (or any similar term) herein or in any other Loan Document with reference to the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable law, and that such term is used as a matter of market custom and is intended to create or reflect only an administrative relationship between contracting parties); additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and the transactions contemplated hereby;

(ii) where the Administrative Agent is required or deemed to act as a trustee in respect of any Collateral over which a security interest has been created pursuant to a Loan Document expressed to be governed by the laws of the United States of America, any State thereof or the District of Columbia, the obligations and liabilities of the Administrative Agent to the Secured Parties in its capacity as trustee shall be excluded to the fullest extent permitted by applicable law;

(iii) nothing in this Agreement or any Loan Document shall require the Administrative Agent to account to any Lender for any sum or the profit element of any sum received by the Administrative Agent for its own account.

(c) The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender or an Issuing Bank as any other Lender or Issuing Bank and may exercise the same as though it were not the Administrative Agent. The terms "Issuing Banks", "Lenders", "Required Lenders" and any similar terms shall, unless the context clearly otherwise indicates, include the Administrative Agent in its individual capacity as a Lender, Issuing Bank or as one of the Required Lenders, as applicable. The Person serving as Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities

of, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders or the Issuing Banks.

(d) The Administrative Agent shall not have any duties or obligations except those expressly set forth in the Loan Documents, and its duties hereunder shall be administrative in nature. 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 has occurred and is continuing, (b) the Administrative shall not have any duty to take any discretionary action or to exercise any discretionary power, except discretionary rights and powers expressly contemplated by the Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided in the Loan Documents); provided that the Administrative Agent shall not be required to take any action that (i) the Administrative Agent in good faith believes exposes it to liability unless the Administrative Agent receives an indemnification satisfactory to it from the Lenders and the Issuing Banks with respect to such action or (ii) is contrary to this Agreement or any other Loan Document or applicable law, including any action that may be in violation of the automatic stay under any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any requirement of law relating to bankruptcy, insolvency or reorganization or relief of debtors; provided, further, that the Administrative Agent may seek clarification or direction from the Required Lenders prior to the exercise of any such instructed action and may refrain from acting until such clarification or direction has been provided, 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 the Borrower, any Subsidiary or any other Affiliate of any of the foregoing that is communicated to or obtained by the Person serving as Administrative Agent or any of its Affiliates in any capacity.

(e) The Administrative Agent may perform any of and all its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any of and all their respective duties and exercise their respective rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

(f) In case of the pendency of any proceeding with respect to any Loan Party under any Federal, State or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, the Administrative Agent (irrespective of whether the principal of any Loan or any LC Disbursement 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 the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(i) 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 under Sections 2.12, 2.13, 2.15, 2.16, 2.17 and 9.03) allowed in such judicial proceeding; and

(ii) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such proceeding is hereby authorized by each Lender, each Issuing Bank and each other Secured Party 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, the Issuing Banks or the other Secured Parties, to pay to the Administrative Agent any amount due to it, in its capacity as the Administrative Agent, under the Loan Documents (including under Section 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 Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or Issuing Bank or to authorize the Administrative Agent to vote in respect of the claim of any Lender or Issuing Bank in any such proceeding.

(g) Notwithstanding anything herein to the contrary, neither the Arrangers nor any Person named on the cover page of this Agreement as a Syndication Agent or a Documentation Agent shall have any duties or obligations under this Agreement or any other Loan Document (except in its capacity, as applicable, as a Lender or an Issuing Bank), but all such Persons shall have the benefit of the indemnities provided for hereunder.

(h) The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Banks, and, except solely to the extent of the Borrower's rights to consent pursuant to and subject to the conditions set forth in this Article, none of the Borrower or any Subsidiary shall have any rights as a third party beneficiary of any such provisions. Each Secured Party, whether or not a party hereto, will be deemed, by its acceptance of the benefits of the Collateral and the Guarantees of the Obligations provided under the Loan Documents, to have agreed to the provisions of this Article.

SECTION 8.02. Administrative Agent's Reliance, Indemnification, Etc.

(a) Neither the Administrative Agent nor any of its Related Parties shall be (i) liable for any action taken or omitted to be taken by it under or in connection with this Agreement or the other Loan Documents (x) with the consent of 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 to be necessary, under the circumstances as provided in the Loan Documents) or (y) in the absence of its own gross negligence or willful misconduct (such absence to be presumed unless otherwise determined by a court of competent jurisdiction by a final and nonappealable judgment) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement or any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for the value, validity,

effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document (including, for the avoidance of doubt, in connection with the Administrative Agent's reliance on any electronic signature transmitted by telecopy, emailed pdf or any other electronic means that reproduces an image of an actual executed signature page) or for any failure of any Loan Party to perform its obligations hereunder or thereunder.

(b) The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof (stating that it is a "notice of default") is given to the Administrative Agent by the Borrower, a Lender or an Issuing Bank, 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 this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in this Agreement or any other Loan Document or the occurrence of any Default, (iv) the sufficiency, validity, enforceability, effectiveness or genuineness of this Agreement or any other Loan Document or any other agreement, instrument or document, (v) the satisfaction of any condition set forth in Article IV or elsewhere in this Agreement or any other Loan Document, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent or satisfaction of any condition that expressly refers to the matters described therein being acceptable or satisfactory to the Administrative Agent or (vi) the creation, perfection or priority of Liens on the Collateral. Notwithstanding anything herein to the contrary, the Administrative Agent shall not be liable for, or be responsible for any loss, cost or expense suffered by the Borrower, any Subsidiary, any Lender or any Issuing Bank as a result of, any determination of the Revolving Exposure or the component amounts thereof or any portion thereof attributable to each Lender or Issuing Bank, or of the Weighted Average Yield.

(c) Without limiting the foregoing, the Administrative Agent (i) may treat the payee of any promissory note as its holder until such promissory note has been assigned in accordance with Section 9.04, (ii) may rely on the Register to the extent set forth in Section 9.04(b), (iii) may consult with legal counsel (including counsel to the Borrower), independent public accountants and other experts selected by it, and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts, (iv) makes no warranty or representation to any Lender or Issuing Bank and shall not be responsible to any Lender or Issuing Bank for any statements, warranties or representations made by or on behalf of any Loan Party in connection with this Agreement or any other Loan Document, (v) 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 an Issuing Bank, may presume that such condition is satisfactory to such Lender or Issuing Bank unless the Administrative Agent shall have received notice to the contrary from such Lender or Issuing Bank sufficiently in advance of the making of such Loan or the issuance of such Letter of Credit and (vi) shall be entitled to rely on, and shall incur no liability under or in respect of this Agreement or any other Loan Document by acting upon, any notice, consent, certificate or other instrument or writing (which writing may be a fax, any electronic message, Internet or intranet website posting or other distribution) or any statement made to it orally or by telephone and believed by it to be genuine and signed or sent or otherwise authenticated by the proper party or parties (whether or not such Person in fact meets the requirements set forth in the Loan Documents for being the maker thereof).

SECTION 8.03. Successor Administrative Agent.

(a) Subject to the terms of this paragraph, the Administrative Agent may resign from its capacity as such upon 30 days' notice of its intent to resign to the Lenders, the Issuing Banks and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, with the consent of the Borrower (which shall not be unreasonably withheld or delayed), to appoint a successor. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent, which shall be a bank with an office in New York, New York, or an Affiliate of any such bank. 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, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents. The fees payable by the Borrower and/or the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed by the Borrower and such successor.

(b) Notwithstanding paragraph (a) of this Section, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (i) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents; provided that, solely for purposes of maintaining any security interest granted to the Administrative Agent under any Security Document for the benefit of the Secured Parties, the retiring Administrative Agent shall continue to be vested with such security interest as collateral agent for the benefit of the Secured Parties and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to hold such Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this paragraph (it being understood and agreed that the retiring Administrative Agent shall have no duty or obligation to take any further action under any Security Document, including any action required to maintain the perfection of any such security interest), and (ii) the Required Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent; provided that (A) all payments required to be made hereunder or under any other Loan Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (B) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall also directly be given or made to each Lender and each Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Article and Section 9.03, as well as any exculpatory, reimbursement and indemnification provisions set forth in any other Loan Document, 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 and in respect of the matters referred to in the proviso under clause (i) above.

SECTION 8.04. Acknowledgements of Lenders and Issuing Banks.

(a) Each Lender and each Issuing Bank represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility, (ii) in participating as a Lender, it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender or Issuing Bank, in each case in the ordinary

course of business, and not for the purpose of investing in the general performance or operations of the Borrower, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each Lender and each Issuing Bank agrees not to assert a claim in contravention of the foregoing, such as a claim under the federal or state securities laws), (iii) it has, independently and without reliance upon the Administrative Agent, any Arranger, any Syndication Agent, any Documentation Agent or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement as a Lender, and to make, acquire or hold Loans hereunder and (iv) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender or such Issuing Bank, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender and each Issuing Bank also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Arranger, any Syndication Agent, any Documentation Agent or any other Lender or Issuing Bank, or any of the Related Parties of any of the foregoing, and based on such documents and information (which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrower and its Affiliates) as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

(b) Each Lender, by delivering its signature page to this Agreement and funding its Loans on the Effective Date, or delivering its signature page to an Assignment and Assumption or any other Loan Document pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, this Agreement and each other Loan Document and each other document required to be delivered to, or be approved by or satisfactory to, the Administrative Agent or the Lenders on the Effective Date.

(c) Erroneous Payments.

(i) Each Lender and each Issuing Bank hereby agrees that (x) if the Administrative Agent notifies such Lender or Issuing Bank that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or Issuing Bank from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender or Issuing Bank (whether or not known to such Lender or Issuing Bank), and demands the return of such Payment (or a portion thereof), such Lender or Issuing Bank shall promptly, but in no event later than one Business Day thereafter (or such later date as the Administrative Agent, may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or Issuing Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry

rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or Issuing Bank shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender or any Issuing Bank under this Section 8.04(c) shall be conclusive, absent manifest error.

(ii) Each Lender and each Issuing Bank hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender and each Issuing Bank agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender or Issuing Bank shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter (or such later date as the Administrative Agent, may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or Issuing Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

(iii) The Borrower and each other Loan Party hereby agrees that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or Issuing Bank that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or Issuing Bank with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party.

(iv) Each party's obligations under this Section 8.04(c) shall survive the resignation or replacement of the Administrative Agent or any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations under any Loan Document.

SECTION 8.05. Collateral Matters.

(a) Except (x) with respect to the exercise of setoff rights of any Lender in accordance with Section 9.08 or (y) with respect to a Secured Party's right to file a proof of claim

in an insolvency proceeding, no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guarantee of the Obligations, it being understood and agreed that all powers, rights and remedies under the Loan Documents may be exercised solely by the Administrative Agent on behalf of the Secured Parties in accordance with the terms thereof.

(b) In furtherance of the foregoing and not in limitation thereof, no arrangements in respect of Cash Management Services the obligations under which constitute Secured Cash Management Obligations, no Hedging Agreement the obligations under which constitute Secured Hedging Obligations, no Supply Chain Financings the obligations under which constitute Secured Supply Chain Financing Obligations and no Additional Letter of Credit Facility the obligations under which constitute Secured Additional Letter of Credit Facility Obligations will create (or be deemed to create) in favor of any Secured Party that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Loan Party under this Agreement or any other Loan Document. Any release of Collateral or guarantees effected in the manner permitted by this Agreement and any other Loan Document shall not require the consent of the holders of Secured Cash Management Obligations, Secured Hedging Obligations, Secured Supply Chain Financing Obligations or Secured Additional Letter of Credit Facility Obligations. By accepting the benefits of the Collateral, each Secured Party that is a party to any such arrangement in respect of Cash Management Services, Hedging Agreement or Supply Chain Financing and each Secured Additional Letter of Credit Facility Issuer shall be deemed to have appointed the Administrative Agent to serve as administrative agent and collateral agent under the Loan Documents and agreed to be bound by the Loan Documents as a Secured Party thereunder, subject to the limitations set forth in this paragraph.

(c) The Secured Parties party hereto irrevocably authorize the Administrative Agent, at its option and in its discretion, to release or subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document and any Acceptable Intercreditor Agreement to the holder of any Lien on such property that is permitted by Section 6.02(a)(v). The Administrative Agent shall not be responsible for or have a duty to ascertain or inquire into any representation or warranty regarding the existence, value or collectability of the Collateral, the existence, priority or perfection of the Administrative Agent's Lien thereon or any certificate prepared by any Loan Party in connection therewith, nor shall the Administrative Agent be responsible or liable to the Lenders for any failure to monitor or maintain any portion of the Collateral.

(d) The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the applicable Collateral in satisfaction of some or all of such Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall 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) for the asset or assets

so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid, (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in Section 9.02 of this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the applicable Secured Parties pro rata with their original interest in such Obligations and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

(e) The Lenders and the other Secured Parties party hereto hereby irrevocably authorize and instruct the Administrative Agent to, without any further consent of any Lender or any other Secured Party, enter into (or acknowledge and consent to) or amend, renew, extend, supplement, restate, replace, waive or otherwise modify any Acceptable Intercreditor Agreement. The Lenders and the other Secured Parties irrevocably agree that an Acceptable Intercreditor Agreement entered into by the Administrative Agent shall be binding on the Secured Parties, and each Lender and each of the other Secured Parties hereby agrees that it will take no actions contrary to the provisions of an Acceptable Intercreditor Agreement. The foregoing provisions are intended as an inducement to any provider of any Indebtedness not prohibited by Section 6.01 hereof to extend credit to the Loan Parties and such persons are intended third-party beneficiaries of such provisions.

SECTION 8.06. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a

Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable and the conditions are (and will continue to be satisfied) with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Section VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) and (k) of Section I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Section I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Revolving Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any

Loan Document or any documents related hereto or thereto).

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices. (a) General. Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) of this Section), 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 fax (to the extent fax information is provided below), as follows:

(i) if to the Borrower, to it at c/o Solstice Advanced Materials Inc., 115 Tabor Road, Morris Plains, New Jersey 07950, Attention: Matthew Giordano ([reserved]); Jay Shah ([reserved]), with a copy (which shall not constitute notice) to Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, NY 10006. Attention: Amy R. Shapiro, Esq. ([reserved]);

(ii) if to the Administrative Agent or Lender in respect of (i) Borrowings and all other matters, to it at JPMorgan Chase Bank, N.A., 500 Stanton Christiana Rd. NCC5 / 1st Floor, Newark, DE 19713, Attention of Loan & Agency Services Group and (ii) in its capacity as Issuing Bank to it at JPMorgan Chase Bank, N.A., 10410 Highland Manor Dr. 3rd Floor, Tampa, FL 33610, with a copy to JPMorgan Chase Bank, 500 Stanton Christiana Rd. NCC5 / 1st Floor, Newark, DE 19713, Attention of Loan & Agency Services Group;

(iii) if to any Issuing Bank, to it at its address or email address (or fax number) most recently specified by it in a notice delivered to the Administrative Agent and the Borrower (or, in the absence of any such notice, to the address or email address (or fax number) set forth in the Administrative Questionnaire of the Lender that is serving as such Issuing Bank or is an Affiliate thereof); and

(iv) if to the collateral agent, to it at JPMorgan Chase & Co. ([reserved]) ;

(v) if to any other Lender, to it at its address or email address (or fax number) set forth in its Administrative Questionnaire.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by fax 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 paragraph (b) of this Section, shall be effective as provided in such paragraph.

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Banks hereunder may be delivered or furnished by electronic communication (including e-mail and Internet and intranet websites) pursuant to procedures

approved by the Administrative Agent; provided that the foregoing shall not apply to notices under Article II to any Lender or any Issuing Bank if such Lender or such Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications or may be rescinded by any such Person by notice to each other such Person.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment) and (ii) notices and other communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefore; provided that, for both clauses (i) and (ii) above, if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(c) Change of Address, etc. Any party hereto may change its address or fax number for notices and other communications hereunder by notice to the other parties hereto.

(d) Platform.

(i) The Borrower agree that the Administrative Agent may, but shall not be obligated to, make any Communications by posting such Communication on Debt Domain, IntraLinks, SyndTrak or any other electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "Platform").

(ii) Although the Platform and its primary web portal are secured with generally-applicable security procedures and policies implemented or modified by the Administrative Agent from time to time (including, as of the Effective Date, a user ID/password authorization system) and the Platform is secured through a per-deal authorization method whereby each user may access the Platform only on a deal-by-deal basis, each of the Lenders, each of the Issuing Banks, The Borrower acknowledges and agrees that the distribution of material through an electronic medium is not necessarily secure, that the Administrative Agent is not responsible for approving or vetting the representatives or contacts of any Lender that are added to the Platform, and that there are confidentiality and other risks associated with such distribution. Each of the Lenders, each of the Issuing Banks, The Borrower hereby approves distribution of the Communications through the Platform and understands and assumes the risks of such distribution.

(iii) THE PLATFORM AND THE COMMUNICATIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE APPLICABLE PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS, OR

THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE PLATFORM AND THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE APPLICABLE PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT, ANY ARRANGER, ANY CO-DOCUMENTATION AGENT, ANY SYNDICATION AGENT OR ANY OF THEIR RESPECTIVE RELATED PARTIES (COLLECTIVELY, "***APPLICABLE PARTIES***") HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER, ANY ISSUING BANK OR ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET OR THE PLATFORM EXCEPT TO THE EXTENT SUCH DAMAGES ARE FOUND IN A FINAL AND NON-APPEALABLE JUDGMENT OF A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE BAD FAITH, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF AN APPLICABLE PARTY OR ANY OF ITS RELATED PARTIES.

(iv) Each Lender and each Issuing Bank agrees that notice to it (as provided in the next sentence) specifying that Communications have been posted to the Platform shall constitute effective delivery of the Communications to such Lender or Issuing Bank (as applicable) for purposes of the Loan Documents. Each Lender and each Issuing Bank agrees (i) to notify the Administrative Agent in writing (which could be in the form of electronic communication) from time to time of such Lender's or Issuing Bank's (as applicable) email address to which the foregoing notice may be sent by electronic transmission and (ii) that the foregoing notice may be sent to such email address.

(v) Nothing herein shall prejudice the right of the Administrative Agent, any Lender or any Issuing Bank to give any notice or other communication pursuant to any Loan Document in any other manner specified in such Loan Document.

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 the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any

provision of this Agreement or any other 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 specific purpose for which given. Without limiting the generality of the foregoing, the execution and delivery of this Agreement, the making of a Loan or the issuance, amendment, renewal or extension of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time. No notice or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

(b) Except as provided in Sections 2.14(b), (c) and (d), 2.21, 2.22, 2.23 and 9.02(c), none of this Agreement, any other Loan Document or any provision hereof or thereof may be waived, amended or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrower, the Administrative Agent and the Required Lenders and, in the case of any other Loan Document, 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, in each case with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender (it being understood and agreed that a waiver of any Default or Event of Default will not constitute an increase in the Commitment of any Lender), (ii) reduce the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce any fees payable hereunder, in each case without the written consent of each Lender adversely affected thereby (it being understood and agreed that a waiver of any Default or Event of Default will not constitute a reduction in the principal amount of any Loan), (iii) postpone the scheduled maturity date of any Loan, or the date of any scheduled payment of the principal amount of any Term Loan under Section 2.10 or the applicable Incremental Facility Amendment or the required date of reimbursement of any LC Disbursement, or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender adversely affected thereby (it being understood and agreed that a waiver of any Default or Event of Default will not constitute a postponement of the scheduled maturity date of any loan, or the date of any scheduled payment of principal, interest or fees payable hereunder), (iv) change the last sentence of Section 2.08(c), Section 2.18(a), Section 2.18(b), Section 2.18(c) or any other Section hereof or any other Loan Document providing for the ratable treatment or payment priority of the Lenders, in each case in a manner that would alter the pro rata termination of commitments, the sharing of payments required thereby or the priority of payments, without the written consent of each Lender adversely affected thereby, (v) change any of the provisions of this Section or the definition of the term "Required Lenders", "Required Revolving Lenders" or "Majority in Interest" or any other provision of this Agreement or any other Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or otherwise modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (or each Lender of such Class, as applicable); provided that, with the consent of the Required Lenders, the provisions of this Section and the definition of the term "Required Lenders" or "Majority in Interest" may be amended to include references to any new class of loans created under this Agreement (or to lenders extending such loans) on substantially the same basis as the corresponding references relating to the existing Classes of Loans or Lenders, (vi) release all or substantially all of the value of the Guarantees provided by the Loan Parties under the Security Documents, in each case without the written consent of each Lender (except as expressly provided in Section 9.14 or the Security Documents) (including any such release by the Administrative Agent in connection with

any sale or other disposition of any Subsidiary upon the exercise of remedies under the Security Documents), it being understood and agreed that an amendment or other modification of the type of obligations guaranteed under the Security Documents shall not be deemed to be a release of any Guarantee), (vii) release all or substantially all the Collateral from the Liens of the Security Documents without the written consent of each Lender (except as expressly provided in Section 9.14 or the applicable Security Document (including any such release by the Administrative Agent in connection with any sale or other disposition of the Collateral upon the exercise of remedies under the Security Documents), it being understood and agreed that an amendment or other modification of the type of obligations secured by the Security Documents shall not be deemed to be a release of the Collateral from the Liens of the Security Documents), (viii) waive any condition set forth in Section 4.01 (other than as it relates to the payment of fees and expenses of counsel), or, in the case of any Loans made or Letters of Credit issued on or after the Effective Date, Section 4.02, without the written consent of each Lender with a Revolving Commitment and each Issuing Bank (as applicable), (ix) change any provisions of this Agreement or any other Loan Document in a manner that by its terms adversely affects the rights in respect of Collateral securing the obligations owed to, or payments due to, Lenders holding Loans of any Class differently than those holding Loans of any other Class, without the written consent of Lenders representing a Majority in Interest of each affected Class, (x) change the rights of the Term B Lenders to decline mandatory prepayments as provided in Section 2.11 or the rights of any Additional Lenders of any Class to decline mandatory prepayments of Term Loans of such Class as provided in the applicable Incremental Facility Amendment, without the written consent of Term B Lenders or Additional Lenders of such Class, as applicable, holding a majority of the outstanding Term B Loans, or Incremental Term Loans of such Class, (xi) (A) change Section 6.12 or 6.13 (or for the purposes of determining compliance with Section 6.12 or Section 6.13, any defined terms used therein), (B) waive or consent to any Default or Event of Default resulting from a breach of Section 6.12 or Section 6.13 or (C) alter the rights or remedies of the Required Revolving Lenders arising pursuant to Article VII as a result of a breach of Section 6.12 or Section 6.13, in each case, without the written consent of the Required Revolving Lenders; provided, however, that the amendments, modifications, waivers and consents described in this clause (xi) shall not require the consent of any Lenders other than the Required Revolving Lenders; provided further that (A) no such agreement shall amend, modify, extend or otherwise affect the rights or obligations of the Administrative Agent or any Issuing Bank without the prior written consent of the Administrative Agent or such Issuing Bank, as applicable, (B) any waiver, amendment or other modification of this Agreement that by its terms affects the rights or duties under this Agreement of the Lenders of one or more Classes (but not the Lenders of any other Class) may be effected by an agreement or agreements in writing entered into by the Borrower and the requisite number or percentage in interest of each affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders hereunder at the time (provided that any change that would directly and adversely affect a Class of Lenders hereunder shall require the written consent of the Majority in Interest with respect to each such Class directly and adversely affected thereby) and (C) if the terms of any waiver, amendment or other modification of this Agreement or any other Loan Document provide that any Class of Loans (together with all accrued interest thereon and all accrued fees payable with respect to the Commitments of such Class) will be repaid or paid in full, and the Commitments of such Class (if any) terminated, as a condition to the effectiveness of such waiver, amendment or other modification, then so long as the Loans of such Class (together with such accrued interest and fees) are in fact repaid or paid in full and such Commitments are in fact terminated, in each case prior to or substantially simultaneously with the effectiveness of such amendment, then such Loans and Commitments shall not be included in the determination of the Required Lenders with respect to such amendment and (xii) change any provision hereof or any other Loan Document in a manner that has the effect of modifying any payment waterfall,

subordinating the priority of the Liens securing the Secured Additional Letter of Credit Facility Obligations to Liens securing any other Indebtedness or subordinating in right of payment the Secured Additional Letter of Credit Facility Obligations to any other Indebtedness, in each case, without the written consent of each Secured Additional Letter of Credit Facility Issuer adversely affected thereby. Notwithstanding any of the foregoing, (1) no consent with respect to any waiver, amendment or other modification of this Agreement or any other Loan Document shall be required of any Defaulting Lender, except with respect to any waiver, amendment or other modification referred to in clause (i), (ii) or (iii) of the first proviso of this paragraph and then only in the event such Defaulting Lender shall be affected by such waiver, amendment or other modification, (2) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrower and the Administrative Agent (i) to cure any ambiguity, omission, 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 any Loan Document, (ii) to comply with local law or advice of local counsel, (iii) to cause any guarantee, collateral security document (including Mortgages) or other document to be consistent with this Agreement, the other Loan Documents and each Acceptable Intercreditor Agreement or (iv) to give effect to the provisions of Section 2.14(b), (c) or (d) or to amend time periods, minimum amounts and currency exchange rate calculations mechanics with respect to borrowing and payment mechanics under the Revolving Loans solely to the extent necessary to implement a Permitted Foreign Currency and (3) this Agreement may be amended to provide for Incremental Extensions of Credit in the manner contemplated by Section 2.21, the extension of the Maturity Date as provided in Section 2.22 and the incurrence of Refinancing Term Loan Indebtedness as provided in Section 2.23, in each case without any additional consents; provided further that any amendments and modifications that have the effect of (A) subordinating in priority of the Liens securing the Obligations to Liens securing any other Indebtedness, or (B) subordinating in right of payment the Obligations to any other Indebtedness, other than (1) any "debtor-in-possession" facility or (2) any other Indebtedness, so long as such Indebtedness is offered ratably to all Lenders on the same terms and conditions and Lenders are afforded a bona fide opportunity to participate, shall require the consent of each Lender adversely affected thereby.

(c) In connection with any Proposed Change requiring the consent of all Lenders or all affected Lenders, if the consent of the Required Lenders (and, to the extent any Proposed Change requires the consent of Lenders holding Loans of any Class pursuant to clause (iv) of paragraph (b) of this Section, the consent of a Majority in Interest of the outstanding Loans and unused Commitments of such Class) to such Proposed Change is obtained, but the consent to such Proposed Change of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in paragraph (b) of this Section being referred to as a "Non-Consenting Lender" for purposes of this clause (c)), then the Borrower may, at its sole expense and effort, upon notice to such Non-Consenting Lender and the Administrative Agent, require such Non-Consenting Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) if the Administrative Agent is not such Non-Consenting Lender, the Borrower shall have received the prior written consent of the Administrative Agent (and, if a Revolving Commitment is being assigned, each Issuing Bank), which consent shall not unreasonably be withheld or delayed, (ii) such Non-Consenting Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in LC Disbursements, accrued interest thereon, accrued fees and all other amounts payable to it hereunder (including, if applicable, the prepayment fee pursuant to Section 2.11(h) (with such assignment being deemed to be an optional prepayment for purposes of determining the applicability of such Section) from the assignee (in the case of such

principal and accrued interest and fees (other than any fee payable pursuant to Section 2.11(h)) or the Borrower (in the case of all other amounts (including any amount payable pursuant to Section 2.11(h), (iii) the Borrower or such assignee shall have paid to the Administrative Agent the processing and recordation fee specified in Section 9.04(b), (iv) such assignment does not conflict with applicable law and (v) the assignee shall have given its consent to such Proposed Change and, as a result of such assignment and delegation and any contemporaneous assignments and delegations and consents, such Proposed Change can be effected. Any assignment required pursuant to this Section 9.02(c) may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee, and the Lender required to make such assignment shall not be required to be a party to such Assignment and Assumption.

(d) Notwithstanding anything herein to the contrary, the Administrative Agent may, without the consent of any Secured Party, consent to a departure by any Loan Party from any covenant of such Loan Party set forth in this Agreement or any Security Document to the extent such departure is consistent with the authority of the Administrative Agent set forth in the definition of the term "Collateral and Guarantee Requirement".

(e) The Administrative Agent may, but shall have no obligation to, with the concurrence of any Lender, execute waivers, amendments or other modifications on behalf of such Lender. Any waiver, amendment or other modification effected in accordance with this Section, shall be binding upon each Person that is at the time thereof a Lender and each Person that subsequently becomes a Lender.

SECTION 9.03. Expenses; Indemnity; Damage Waiver. (a) Expenses. The Borrower shall pay, (i) all reasonable, documented and invoiced out-of-pocket expenses incurred by the Administrative Agent, the Arrangers, the Syndication Agents, the Documentation Agents and their respective Affiliates (without duplication), including the reasonable fees and documented charges and disbursements of a single primary counsel and to the extent reasonably determined by the Administrative Agent to be necessary, one local counsel in each appropriate jurisdiction, in connection with the structuring, arrangement and syndication of the credit facilities provided for herein and any credit or similar facility refinancing or replacing, in whole or in part, any of the credit facilities provided for herein, as well as the preparation, negotiation, execution, delivery and administration of this Agreement, the other Loan Documents or any waiver, amendments or modifications of the provisions hereof or thereof, (ii) all reasonable, documented and invoiced out-of-pocket expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable, documented and invoiced out-of-pocket expenses incurred by the Administrative Agent, any Issuing Bank, any Lender or any Arranger, including the reasonable, documented and invoiced fees, charges and disbursements of counsel for any of the foregoing, in connection with the enforcement or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnity. The Borrower shall indemnify the Administrative Agent, the Arrangers, the Syndication Agents, the Documentation Agents, the Lenders, the Issuing Banks and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee"), against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses (including the reasonable and documented fees, charges and disbursements of one firm of counsel for all such Indemnitees, taken as a whole, and, if reasonably necessary, of a single firm of local counsel in each appropriate jurisdiction

(which may include a single firm of special counsel acting in multiple jurisdictions) for all such Indemnitees, taken as a whole (and, in the case of an actual or perceived conflict of interest where the Indemnitee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnitee and, if reasonably necessary, of another firm of local counsel in each appropriate jurisdiction (which may include a single firm of special counsel acting in multiple jurisdictions) for such affected Indemnitee)), incurred by or asserted against such Indemnitees arising out of, in connection with or as a result of any actual or prospective claim, litigation, investigation or proceeding relating to (i) the structuring, arrangement and syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement, the other Loan Documents or any other agreement or instrument contemplated hereby or thereby, the performance by the parties to this Agreement or the other Loan Documents of their respective obligations hereunder or thereunder or the consummation of the Transactions or any other transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit) or (iii) any actual or alleged presence or Release of Hazardous Materials on, at to or from any property currently or formerly owned, leased or operated by the Borrower or any Subsidiary or any other Environmental Liability related in any way to the Borrower or any Subsidiary, in each case, whether based on contract, tort or any other theory and whether initiated against or by any party to this Agreement or any other Loan Document, any Affiliate of any of the foregoing or any third party (and regardless of whether any Indemnitee is a party thereto); provided that the foregoing indemnity shall not, as to any Indemnitee, apply to any losses, claims, damages, liabilities or related expenses to the extent they are found in a final and non-appealable judgment of a court of competent jurisdiction to have resulted from (A) the bad faith, willful misconduct or gross negligence of such Indemnitee, (B) a claim brought by the Borrower or any Subsidiary against such Indemnitee for material breach of such Indemnitee's obligations under this Agreement or any other Loan Document or (C) a proceeding that does not involve an act or omission by the Borrower or any of their respective Affiliates and that is brought by an Indemnitee against any other Indemnitee (other than a proceeding that is brought against the Administrative Agent or any other agent or any Arranger in its capacity or in fulfilling its roles as an agent or arranger hereunder or any similar role with respect to the Indebtedness incurred or to be incurred hereunder). This paragraph shall not apply with respect to Taxes other than any Taxes that represent losses, claims or damages arising from any non-Tax claim.

(c) Reimbursement. To the extent that The Borrower fail to indefeasibly pay any amount required to be paid by them under paragraph (a) or (b) of this Section to the Administrative Agent, any Issuing Bank or any Related Party of any of the foregoing (and without limiting their obligation to do so), each Lender severally agrees to pay to the Administrative Agent, such Issuing Bank or such Related Party, as applicable, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (it being understood and agreed that the Borrower's failure to pay any such amount shall not relieve the Borrower of any default in the payment thereof); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as applicable, was incurred by or asserted against the Administrative Agent or such Issuing Bank in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent or any Issuing Bank in connection with such capacity; provided further that, with respect to such unpaid amounts owed to any Issuing Bank in its capacity as such, or to any Related Party of any of the foregoing acting for any Issuing Bank in connection with such capacity, only the Revolving Lenders shall be required to pay such unpaid

amounts. For purposes of this Section, a Lender's "pro rata share" shall be determined by its share of the sum of the total Revolving Exposure, unused Revolving Commitments and, except for purposes of the second proviso of the immediately preceding sentence, the outstanding Term Loans and unused Term Commitments, in each case at that time. The obligations of the Lenders under this paragraph are subject to the last sentence of Section 2.02(a) (which shall apply mutatis mutandis to the Lenders' obligations under this paragraph).

(d) Limitation of Liability. To the fullest extent permitted by applicable law, (i) Borrower shall not assert, and shall not permit any of their respective Affiliates or Related Parties to assert, and each hereby waives, any claim against the Administrative Agent, any Arranger, any Syndication Agent, any Co-Documentation Agent, any Issuing Bank and any Lender, and any Related Party of the foregoing Persons (each such Person being called a "***Lender-Related Person***") for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), except to the extent such damages are found in a final and non-appealable judgment of a court of competent jurisdiction to have resulted from the bad faith, willful misconduct or gross negligence of any Lender-Related Person or Related Party of any Lender-Related Person or (ii) neither any Lender-Related Person nor any other party to this Agreement or any other Loan Document shall be liable for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that nothing in this clause (ii) shall limit the expense reimbursement and indemnification obligations of The Borrower set forth in paragraphs (a) and (b) of this Section 9.03.

(e) Payments. All amounts due under this Section shall be payable promptly after written demand therefor.

SECTION 9.04. Successors and Assigns. (a) General. 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 (including any Affiliate of any Issuing Bank that issues any Letter of Credit), except that (i) Borrower may not assign, delegate or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and (ii) no Lender may assign, delegate or otherwise transfer its rights or obligations hereunder except in accordance with this Section. 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 (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section), the Arrangers, the Syndication Agents, the Documentation Agents and, to the extent expressly contemplated hereby, the Related Parties of any of the Administrative Agent, any Arranger, any Syndication Agent, any Documentation Agent, any Issuing Bank and any Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign and delegate 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 the time owing to it) with the prior written consent of (A) the Borrower (such consent not to be unreasonably withheld or delayed); provided that no consent of the Borrower shall be required (1) for assignments of Commitments or Loans of any Class to another Lender under such Class, an Affiliate of a Lender under such Class or an Approved Fund

and (2) if an Event of Default of the type set forth in Section 7.01(a), (b), (h) or (i) has occurred and is continuing, for any other assignment and delegation; provided further that the Borrower shall be deemed to have consented to an assignment and delegation of rights and obligations of Term Loans and Revolving Commitments unless it shall object thereto by written notice to the Administrative Agent within ten Business Days after having received notice thereof, (B) the Administrative Agent (such consent not to be unreasonably withheld or delayed); provided that no consent of the Administrative Agent shall be required for an assignment and delegation of all or any portion of a Term Commitment or Term Loan to a Lender, an Affiliate of a Lender or an Approved Fund and (C) each Issuing Bank (such consent not to be unreasonably withheld or delayed) in the case of any assignment and delegation of all or a portion of a Revolving Commitment or any Lender's obligations in respect of its LC Exposure.

(ii) Assignments and delegations shall be subject to the following additional conditions: (A) except in the case of an assignment and delegation to a Lender, an Affiliate of a Lender or an Approved Fund or an assignment and delegation of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment and delegation (determined as of the trade date specified in the Assignment and Assumption with respect to such assignment and delegation or, if no trade date is so specified, as of the date the Assignment and Assumption with respect to such assignment and delegation is delivered to the Administrative Agent) shall not be less than $5,000,000 or, in the case of Term Loans, $1,000,000 (treating contemporaneous assignments by or to two or more Approved Funds as a single assignment for purposes of such minimum transfer amount), unless each of the Borrower and the Administrative Agent otherwise consents (such consent not to be unreasonably withheld or delayed); provided that no such consent of the Borrower shall be required if an Event of Default of the type set forth in Section 7.01(a), (b), (h) or (i) has occurred and is continuing, (B) each partial assignment and delegation shall be made as an assignment and delegation of a proportionate part of all the assigning Lender's rights and obligations under this Agreement; provided that this clause (B) shall not be construed to prohibit the assignment and delegation of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans, (C) the parties to each assignment and delegation shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500; provided that (1) the Administrative Agent may waive or reduce such fee in its sole discretion and (2) with respect to any assignment and delegation pursuant to Section 2.19(b) or 9.02(c), the parties hereto agree that such assignment and delegation may be effected pursuant to an Assignment and Assumption executed by the Borrower, the Administrative Agent and the assignee and that the Lender required to make such assignment and delegation need not be a party thereto, and (D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent any tax forms required by Section 2.17(f) and an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain MNPI) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable law, including Federal, State and foreign securities laws.

(iii) Subject to acceptance and recording thereof pursuant to paragraph (b)(v) of this Section, from and after the effective date specified in each Assignment and Assumption, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned and delegated 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 and delegated by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all 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 (and subject to the obligations and limitations of) Sections 2.15, 2.16, 2.17 and 9.03 and to any fees payable hereunder that have accrued for such Lender's account but have not yet been paid). Any assignment, delegation or other transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 9.04(c).

(iv) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amount (and stated interest) of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, 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 and, as to entries pertaining to it, any Issuing Bank or any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(v) Upon receipt by the Administrative Agent of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and any tax forms required by Section 2.17(f) (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment and delegation required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that the Administrative Agent shall not be required to accept such Assignment and Assumption or so record the information contained therein if the Administrative Agent reasonably believes that such Assignment and Assumption lacks any written consent required by this Section or is otherwise not in proper form, it being acknowledged that the Administrative Agent shall have no duty or obligation (and shall incur no liability) with respect to obtaining (or confirming the receipt) of any such written consent or with respect to the form of (or any defect in) such Assignment and

Assumption, any such duty and obligation being solely with the assigning Lender and the assignee. No assignment or delegation shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph and, following such recording, unless otherwise determined by the Administrative Agent (such determination to be made in the sole discretion of the Administrative Agent, which determination may be conditioned on the consent of the assigning Lender and the assignee), shall be effective notwithstanding any defect in the Assignment and Assumption relating thereto. Each assigning Lender and the assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the Administrative Agent that all written consents required by this Section with respect thereto (other than the consent of the Administrative Agent) have been obtained and that such Assignment and Assumption is otherwise duly completed and in proper form, and each assignee, by its execution and delivery of an Assignment and Assumption, shall be deemed to have represented to the assigning Lender and the Administrative Agent that such assignee is an Eligible Assignee.

(vi) The words "execution", "signed", "signature" and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as applicable, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar State laws based on the Uniform Electronic Transactions Act.

(c) Participations. Any Lender may, without the consent of, or notice to, the Borrower, the Administrative Agent or any Issuing Bank, sell participations to one or more Eligible Assignees (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitments and Loans of any Class); 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 (C) the Borrower, 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 and (D) the Participant will under no circumstances (x) be subrogated to, or substituted in respect of, the Lender's claims under this Agreement and (y) have otherwise any contractual relationship with, or rights against, the Borrower under or in relation to 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 or any other Loan Document; 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 clause (i), (ii), (iii), (vi) or (vii) in the first proviso to Section 9.02(b) that affects such Participant or requires the approval of all the Lenders. The Borrower agree that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood and agreed that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender

and had acquired its interest by assignment and delegation pursuant to paragraph (b) of this Section; provided that such Participant (A) agrees to be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section and (B) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 2.19(b) with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.18(c) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement or any other Loan Document (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under this Agreement or any other Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(d) Certain Pledges. Any Lender may, without the consent of the Borrower, the Administrative Agent or any Issuing Bank, at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (other than to a natural person) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any other "central" bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(e) Purchasing Borrower Parties. Notwithstanding anything else to the contrary contained in this Agreement (including, without limitation, the definition of "Eligible Assignee"), any Lender may assign and delegate all or a portion of its Term Loans to any Purchasing Borrower Party (x) through open market purchases made by such Purchasing Borrower Party on a non-pro rata basis (including, without limitation, privately negotiated purchases) at any price agreed among the parties thereto for cash and/or other consideration and regardless of whether made available for participation to all Lenders or all Lenders of a particular Class, (subject to clause (v) below) or (y) otherwise in accordance with clauses (i) through (vii) below (which assignment and delegation, in the case of the foregoing clauses (x) and (y) will not constitute a prepayment of Loans for any purposes of this Agreement and the other Loan Documents); provided that, in the case of assignments and delegations made pursuant to the foregoing clause (y):

(i) no Default or Event of Default has occurred and is continuing or would result therefrom;

(ii) each Auction Purchase Offer shall be conducted in accordance with the procedures, terms and conditions set forth in this paragraph and the Auction Procedures;

(iii) the assigning Lender and Purchasing Borrower Party purchasing such Lender's Term Loans, as applicable, shall execute and deliver to the Administrative Agent an Affiliated Lender Assignment and Assumption in lieu of an Assignment and Assumption;

(iv) for the avoidance of doubt, the Lenders shall not be permitted to assign or delegate Revolving Commitments or Revolving Exposure to a Purchasing Borrower Party;

(v) to the extent permitted by applicable law, any Term Loans assigned and delegated to any Purchasing Borrower Party shall be automatically and permanently cancelled upon the effectiveness of such assignment and delegation and will thereafter no longer be outstanding for any purpose hereunder (it being understood and agreed that (A) except as expressly set forth in any such definition, any gains or losses by any Purchasing Borrower Party upon purchase or acquisition and cancellation of such Term Loans shall not be taken into account in the calculation of Excess Cash Flow, Consolidated Net Income and Consolidated EBITDA and (B) any purchase of Term Loans pursuant to this paragraph (f) shall not constitute a voluntary prepayment of Term Loans for purposes of this Agreement);

(vi) the Purchasing Borrower Party shall either (A) not have any MNPI that has not been disclosed to the assigning Lender (other than any such Lender that does not wish to receive MNPI) on or prior to the date of any initiation of an Auction by such Purchasing Borrower Party or (B) advise the assigning Lender that it cannot make the statement in the foregoing clause (A), except to the extent that such Lender has entered into a customary "big boy" letter with the Borrower; and

(vii) no Purchasing Borrower Party may use the proceeds from Revolving Loans to purchase any Term Loans.

(f) Disqualified Institutions. The Administrative Agent (i) shall have no obligation with respect to, and shall bear no responsibility or liability for, the ascertaining, monitoring, inquiring or enforcing of the list of Persons who are Disqualified Institutions (or any provisions relating thereto) at any time, and shall have no liability with respect to or arising out of any assignment or participation of any Loans to any Disqualified Institution and (ii) may share a list of Persons who are Disqualified Institutions with any Lender, Participant, or any prospective assignee or Participant, upon request. Notwithstanding anything to the contrary set forth in this Agreement, if the Borrower consents in writing to an Assignment and Assumption to any Person or to otherwise permit any Person to become a Lender or Participant hereunder, such Person shall not be considered a Disqualified Institution, whether or not they would otherwise be considered a Disqualified Institution pursuant to this Agreement.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in this Agreement and the other 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 this Agreement and the other Loan Documents and the making of any Loans and issuance 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, the Arrangers, any Syndication Agent, any Documentation Agent, any Issuing Bank, any Lender or any Affiliate of any of the foregoing may have had notice or knowledge of any Default or incorrect representation or warranty at the time this Agreement or any other Loan Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any LC Exposure is outstanding and so long as the Commitments have not expired or terminated. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement or any other Loan Document, in the event that, in connection with the refinancing or repayment in full of the credit facilities provided for herein, an Issuing Bank shall have provided to the Administrative Agent a written consent to the release of the Revolving Lenders from their obligations hereunder with respect to any Letter of Credit issued by such Issuing Bank (whether as a result of the obligations of the Borrower (and any other account party) in respect of such Letter of Credit having been collateralized in full by a deposit of cash with such Issuing Bank, or being supported by a letter of credit that names such Issuing Bank as the beneficiary thereunder, or otherwise), then from and after such time such Letter of Credit shall cease to be a "Letter of Credit" outstanding hereunder for all purposes of this Agreement and the other Loan Documents, and the Revolving Lenders shall be deemed to have no participations in such Letter of Credit, and no obligations with respect thereto, under Section 2.05(d) or 2.05(e). The provisions of Sections 2.15, 2.16, 2.17, 2.18(e) and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment or prepayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06. Counterparts; Integration; Effectiveness. (a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or the syndication of the Loans and Commitments constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "***Ancillary Document***") that is an electronic signature transmitted by telecopy, emailed pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words

"execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include electronic signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any electronic signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such electronic signature purportedly given by or on behalf of, the Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such electronic signature and (ii) upon the request of the Administrative Agent or any Lender, any electronic signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each Loan Party hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, the Borrower and the Loan Parties, electronic signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Lender-Related Person for any losses, claims, damages and liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of electronic signatures and/or transmissions by telecopy, emailed pdf or any other electronic means that reproduces an image of an actual executed signature page, including any such losses, claims, damages and liabilities arising as a result of the failure of the Borrower and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any electronic signature.

SECTION 9.07. Severability. Any provision of this Agreement 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 hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each Issuing Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) or other amounts at any time held and other obligations (in whatever currency) at any time owing by such Lender or such Issuing Bank to or for the credit or the account of the Borrower against any of and all the

obligations then due of the Borrower now or hereafter existing under this Agreement held by such Lender or such Issuing Bank, irrespective of whether or not such Lender or such Issuing Bank shall have made any demand under this Agreement and although such obligations of the Borrower are owed to a branch or office of such Lender or such Issuing Bank different from the branch or office holding such deposit or obligated on such Indebtedness. Each Lender and each Issuing Bank agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give or any delay in giving such notice shall not affect the validity of any such setoff and application under this Section. The rights of each Lender and each Issuing Bank under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender or such Issuing Bank may have.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise and whether at law or in equity) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

(b) The Borrower irrevocably and unconditionally agrees that it will not, and will not permit any controlled Subsidiary to, commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, any Lender, any Issuing Bank or any Related Party of any of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of such courts and agrees that all claims in respect of any action, litigation or proceeding shall be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each party hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, any Lender or any Issuing Bank may otherwise have to bring any action, litigation or proceeding relating to this Agreement or any other Loan Document against any Loan Party or any of its properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action, litigation 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, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL

PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY AND WHETHER AT LAW OR IN EQUITY). 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 AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Lenders and the Issuing Banks agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Related Parties, including accountants, legal counsel and other agents and advisors, it being understood and agreed that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential and any failure of such Persons acting on behalf of the Administrative Agent, any Issuing Bank or the relevant Lender to comply with this Section 9.12 shall constitute a breach of this Section 9.12 by the Administrative Agent, such Issuing Bank or the relevant Lender, as applicable, (b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (provided, that to the extent practicable and permitted by law, the Borrower has been notified prior to such disclosure so that the Borrower may seek, at the Borrower's sole expense, a protective order or other appropriate remedy), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement or any other Loan Document or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, provided that each Lender and the Administrative Agent shall use commercially reasonable efforts to ensure that such Information is kept confidential in connection with the exercise of such remedies (f) subject to an agreement containing confidentiality undertakings substantially similar to those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its Related Parties) to any Hedging Agreement relating to the Borrower or any Subsidiary and its obligations hereunder or under any other Loan Document or in connection with transactions under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the credit facilities provided for herein or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the credit facilities provided for herein, (h) with the consent of the Borrower, (i) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, any Lender or any Issuing Bank or any Affiliate of any of the foregoing on a non-confidential basis from a source other than the Borrower or any Subsidiary, which source is not known by the recipient of such information to be subject to a confidentiality obligation or (j) to a potential or actual insurer

or reinsurer in connection with providing insurance, reinsurance or credit risk mitigation coverage under which payments are to be made or may be made by reference to this Agreement. For purposes of this Section, "Information" means all information received from the Borrower or any Subsidiary relating to the Borrower or any Subsidiary or their businesses, other than any such information that is available to the Administrative Agent, any Lender or any Issuing Bank on a nonconfidential basis prior to disclosure by the Borrower. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In addition, the Administrative Agent, the Issuing Banks and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent or any Issuing Bank or Lender in connection with the administration of this Agreement, the other Loan Documents, and the Commitments.

For the avoidance of doubt, nothing in this Section 9.12 shall prohibit any Person from voluntarily disclosing or providing any Information within the scope of this confidentiality provision to any governmental, regulatory or self-regulatory organization (any such entity, a "Regulatory Authority") to the extent that any such prohibition on disclosure set forth in this Section 9.12 shall be prohibited by the laws or regulations applicable to such Regulatory Authority.

SECTION 9.13. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan or participation in any LC Disbursement, together with all fees, charges and other amounts that are treated as interest on such Loan or LC Disbursement or participation therein under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender or Issuing Bank holding such Loan or LC Disbursement or participation therein 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 or LC Disbursement or participation therein 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 or Issuing Bank in respect of other Loans or LC Disbursements or participation therein 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 or Issuing Bank.

SECTION 9.14. Release of Liens and Guarantees. (a) Subject to the reinstatement provisions set forth in any applicable Security Document, a Loan Party (other than the Borrower) shall automatically be released from its obligations under the Loan Documents, and all security interests created by the Security Documents in Collateral owned by such Loan Party shall be automatically released, upon the consummation of any transaction permitted by this Agreement as a result of which such Loan Party ceases to be a Restricted Subsidiary or becomes an Excluded Subsidiary; provided that, if so required by this Agreement, the Required Lenders (or if applicable, the Lenders) shall have consented to such transaction and the terms of such consent shall not have provided otherwise.

(b) Upon any sale or other transfer by any Loan Party (other than to the Borrower or any other Loan Party) of any Collateral in a transaction permitted under this Agreement, or upon the effectiveness of any written consent to the release of the security interest

created under any Security Document in any Collateral pursuant to Section 9.02, the security interests in such Collateral created by the Security Documents shall be automatically released.

(c) Upon the release of any Loan Party from its Guarantee (other than the Borrower) in compliance with this Agreement, the security interest in any Collateral owned by such Loan Party created by the Security Documents shall be automatically released.

(d) Upon the designation of a Restricted Subsidiary as an Unrestricted Subsidiary in compliance with this Agreement, the security interest created by the Security Documents in the Equity Interests of such Unrestricted Subsidiary shall be automatically released. On the date on which (1) all Obligations have been paid in full in cash (other than (v) Secured Hedging Obligations, (w) Secured Cash Management Obligations, (x) Secured Supply Chain Financing Obligations, (y) Secured Additional Letter of Credit Facility Obligations and (z) contingent indemnification obligations not yet accrued and payable), (2) all Revolving Commitments have been terminated in full and (3) all Letters of Credit have expired or been terminated (other than Letters of Credit that have been cash collateralized or backstopped in an amount, by an institution and otherwise pursuant to arrangements reasonably satisfactory to the applicable Issuing Bank), all obligations under the Loan Documents and all security interests under the Security Documents shall be automatically released.

(e) In connection with any termination or release pursuant to this Section 9.14, the Administrative Agent shall execute and deliver to any Loan Party, at such Loan Party's expense, all documents that such Loan Party shall reasonably request to file or register in any office, or to evidence, such termination or release. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Administrative Agent. Each of the Secured Parties irrevocably authorizes the Administrative Agent, at its option and in its discretion, to effect the releases set forth in this Section. Notwithstanding anything to the contrary contained in this Agreement, if any Subsidiary Guarantor ceases to be a wholly owned Subsidiary of the Borrower, the Guarantee of such Subsidiary Guarantor shall not be released unless the transaction or transactions that caused such Subsidiary Guarantor to cease to be a wholly-owned Subsidiary of the Borrower is a bona fide transaction (it being understood and agreed that a bona fide transaction is where such Restricted Subsidiary becomes a bona fide joint venture where the other Person taking an Equity Interest in such Restricted Subsidiary is not an Affiliate of the Borrower (other than as a result of such joint venture) with a Person that is not an Affiliate of the Loan Parties and which is otherwise permitted under this Agreement, and not entered into for the primary purpose of releasing such Subsidiary Guarantor from the Guarantee under the Loan Documents). After giving Pro Forma effect to the applicable release, the Borrower is deemed to have made a new Investment in such Person on the date of such release (as if such Person were not a Loan Party) in an amount equal to the portion of the fair market value (as determined in good faith by the Borrower) of the Borrower's retained ownership interest in such Person and such Investment must be otherwise permitted hereunder (and if such Investment would not be permitted hereunder, the release shall not be effective).

SECTION 9.15. USA PATRIOT Act Notice. Each Lender, each Issuing Bank and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Loan Party that, pursuant to the requirements of the USA PATRIOT Act and the Beneficial Ownership Regulation, it is required to obtain, verify and record information that identifies such Loan Party, which information includes the name and address of such Loan Party and other information that will allow such Lender, such Issuing Bank or the Administrative Agent, as applicable, to identify such Loan Party in accordance with the USA PATRIOT Act and the

Beneficial Ownership Regulation, and each Loan Party agrees to provide such information from time to time to such Lender, such Issuing Bank and the Administrative Agent, as applicable.

SECTION 9.16. No Fiduciary Relationship. The Borrower, on behalf of itself and its subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, the Borrower, the Subsidiaries and their respective Affiliates, on the one hand, and the Administrative Agent, the Arrangers, the Syndication Agents, the Documentation Agents, the Lenders, the Issuing Banks and their respective Affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Administrative Agent, the Arrangers, the Syndication Agents, the Documentation Agents, the Lenders, the Issuing Banks or their respective Affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. The Administrative Agent, the Arrangers, the Syndication Agents, the Documentation Agents, the Lenders, the Issuing Banks and their respective Affiliates may be engaged, for their own accounts or the accounts of customers, in a broad range of transactions that involve interests that differ from those of the Borrower, the Subsidiaries and their respective Affiliates, and none of the Administrative Agent, the Arrangers, the Syndication Agents, the Documentation Agents, the Lenders, the Issuing Banks or any of their respective Affiliates has any obligation to disclose any of such interests to the Borrower, the Subsidiaries or any of their respective Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it or any of its Affiliates may have against the Administrative Agent, the Arrangers, the Syndication Agents, the Documentation Agents, the Lenders, the Issuing Banks or any of their respective Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

SECTION 9.17. Non-Public Information. (a) Each Lender acknowledges that all information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to or in connection with, or in the course of administering, this Agreement will be syndicate-level information, which may contain MNPI. Each Lender represents to the Borrower and the Administrative Agent that (i) it has developed compliance procedures regarding the use of MNPI and that it will handle MNPI in accordance with such procedures and applicable law, including Federal, State and foreign securities laws, and (ii) it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain MNPI in accordance with its compliance procedures and applicable law, including Federal, State and foreign securities laws.

(b) the Borrower and each Lender acknowledge that, if information furnished the Borrower pursuant to or in connection with this Agreement is being distributed by the Administrative Agent through the Platform, (i) the Administrative Agent may post any information that the Borrower has indicated as containing MNPI solely on that portion of the Platform as is designated for Lenders' employees and representatives willing to receive such MNPI (such employees and representatives, "Private-Siders"); and (ii) if the Borrower has not indicated whether any information furnished by it pursuant to or in connection with this Agreement contains MNPI, the Administrative Agent reserves the right to post such information solely on that portion of the Platform as is designated for Private-Siders. Each of The Borrower agrees to clearly designate all information provided to the Administrative Agent by or on behalf of the Borrower that is suitable to be made available to Lenders' public-side employees and representatives who do not wish to receive MNPI (such employees and representatives, "Public-Siders"), and the Administrative Agent shall be entitled to rely on any such designation by The Borrower without liability or responsibility for the independent verification thereof.

SECTION 9.18. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender or Issuing Bank that is an Affected Financial Institution arising under any Loan Document may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender or Issuing Bank party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

SECTION 9.19. Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from the Borrower in the Agreement Currency, the Borrower agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in such currency, the Administrative Agent agrees to return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under applicable law).

SECTION 9.20. Cashless Settlement. Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a portion of its

Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent and such Lender.

SECTION 9.21. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedging Agreements or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provision below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States). In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

SOLSTICE ADVANCED MATERIALS INC.

/s/ Thilo Huber
By: _____
Name: Thilo Huber
Title: Treasurer

[Signature Page to Credit Agreement]

JPMORGAN CHASE BANK N.A., as Administrative Agent, as A Term B Lender, a Revolving Lender and an Issuing Bank

By: /s/ Ayesha Nabi

Name: Ayesha Nabi

Title: VP

[Signature Page to Credit Agreement]

GOLDMAN SACHS BANK USA, as a
Revolving Lender and an Issuing Bank

By: /s/ Tom Manning
Name: Tom Manning
Title: Authorized Signatory

[Signature Page to Credit Agreement]

BANK OF AMERICA, N.A., as a
Revolving
Lender and an Issuing Bank

By: /s/ Oscar D. Cortez
Name: Oscar D. Cortez
Title: Director

[Signature Page to Credit Agreement]

BARCLAYS BANK PLC, as a
Revolving Lender and an Issuing Bank

By: /s/ Sydney G. Dennis
Name: Sydney G. Dennis
Title: Director

[Signature Page to Credit Agreement]

CITIBANK, N.A., as a Revolving Lender and an Issuing Bank

By: /s/ David Jaffe
Name: David Jaffe
Title: Vice President

[Signature Page to Credit Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH, as a Revolving Lender and an Issuing Bank

By: /s/ Philip Tancorra
Name: Philip Tancorra
Title: Director

By: /s/ Suzan Onal
Name: Suzan Onal
Title: Director

[Signature Page to Credit Agreement]

ROYAL BANK OF CANADA, as a
Revolving Lender and an Issuing Bank

By: /s/ Jason Clay

Name: Jason Clay

Title: Managing Director, Corporate
Client Group - Finance

[Signature Page to Credit Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Revolving Lender and an Issuing Bank

By: /s/ Stephen Chen

Name: Stephen Chen

Title: Vice President

[Signature Page to Credit Agreement]

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. NEW YORK BRANCH, as a Revolving Lender and an Issuing Bank

By: /s/ Brian Crowley
Name: Brian Crowley
Title: Managing Director

By: /s/ Armen Semizian
Name: Armen Semizian
Title: Managing Director

[Signature Page to Credit Agreement]

BNP PARIBAS, as a Revolving Lender
and an Issuing Bank

By: /s/ David Berger
Name: David Berger
Title: Managing Director

By: /s/ Angela Barbieri
Name: Angela Barbieri
Title: Director

[Signature Page to Credit Agreement]

HSBC BANK USA, NATIONAL ASSOCIATION, as a Revolving Lender and an Issuing Bank

By: /s/ Kevin Porzelt

Name: Kevin Porzelt

Title: Vice President

[Signature Page to Credit Agreement]

SUMITOMO MITSUI BANKING CORPORATION, as a Revolving Lender and an Issuing Bank

By: /s/ Jun Ashley
Name: Jun Ashley
Title: Director

[Signature Page to Credit Agreement]

SOCIETE GENERALE, as a Revolving Lender and an Issuing Bank

By: /s/ Shelley Yu

Name: Shelley Yu

Title: Director

[Signature Page to Credit Agreement]

THE TORONTO-DOMINION BANK, NEW
YORK BRANCH, as a Revolving Lender and an Issuing Bank

By: /s/ Victoria Roberts
Name: Victoria Roberts
Title: Authorized Signatory

[Signature Page to Credit Agreement]

UNICREDIT BANK GMBH, NEW YORK BRANCH, as a Revolving Lender and an Issuing Bank

By: /s/ Douglas Riahi
Name: Douglas Riahi
Title: Managing Director

By: /s/ Peter Daugavietis
Name: Peter Daugavietis
Title: Director

[Signature Page to Credit Agreement]

MORGAN STANLEY BANK, N.A., as
a
Revolving Lender and an Issuing Bank

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

[Signature Page to Credit Agreement]

MUFG BANK, LTD., as a Revolving Lender
and an Issuing Bank

By: /s/ Deborah White
Name: Deborah White
Title: Director

[Signature Page to Credit Agreement]

COMMERZBANK AG, NEW YORK BRANCH, as a Revolving Lender

By: /s/ Thomas Devitt
Name: Thomas Devitt
Title: Director

By: /s/ Jeff Sullivan
Name: Jeff Sullivan
Title: Director

[Signature Page to Credit Agreement]

DBS BANK LTD., as a Revolving Lender

By: /s/ Lim Sok Hoon
Name: Lim Sok Hoon
Title: Assistant Vice President

[Signature Page to Credit Agreement]

TRUIST BANK, as a Revolving Lender

By: /s/ Alexander Harrison
Name: Alexander Harrison
Title: Director

[Signature Page to Credit Agreement]

TD ADDITIONAL LETTER OF CREDIT FACILITY AGREEMENT

Solstice Advanced Materials Inc., a Delaware corporation (the "**Borrower**") and **The Toronto-Dominion Bank, New York Branch** (the "**Additional Facility Issuer**") hereby enter into the following letter of credit facility and reimbursement agreement (the "**Additional TD Facility Agreement"**) on October 29, 2025:

1. Whereas

1.1 Reference is made to that certain Credit Agreement dated as of October 29, 2025 by and among the Borrower, the lenders and issuing banks from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

1.2 This Additional TD Facility Agreement is a "**Secured Additional Letter of Credit Facility Document**", as defined in the Credit Agreement. For the avoidance of doubt, to the extent any provision of the Credit Agreement incorporated herein by reference (or otherwise referred to herein) is amended or modified, then such amendments or modifications shall also amend or modify this Additional TD Facility Agreement *mutatis mutandis* (adapted to the character of this bilateral Additional TD Facility Agreement); provided that notwithstanding anything to the contrary herein, any reference to Applicable Rate or any other rate of interest under the Credit Agreement in this Additional TD Facility Agreement shall refer to such rate as it was in effect on the date hereof.

2. Defined Terms

Capitalized terms used in this Additional TD Facility Agreement but not defined herein have the meanings set forth in the Credit Agreement unless the context requires otherwise. As used in this Additional TD Facility Agreement, the following terms have the meanings specified below:

"**Alternative Currency**" means Euros, Pounds Sterling and each other currency (other than U.S. Dollars) that is requested by the Borrower and approved by the Additional Facility Issuer.

"**Additional Facility Amount**" means an amount equal to USD $250,000,000.

"**Additional Facility Disbursement**" means honoring of a demand, drawing or other similar disbursement request by the Additional Facility Issuer pursuant to a Credit Support Instrument provided or issued hereunder.

"**Additional Facility Maturity Date**" means October 29, 2026 (or if such day is not a Business Day, the immediately preceding Business Day), as such date may be extended pursuant to Section 4.10.

"**Credit Support Instrument Exposure**" means, at any time, without duplication, the sum of (a) the aggregate amount of all Credit Support Instruments provided or issued hereunder that remains available for demand, drawing or other similar disbursement request at such time and (b) the aggregate amount of all Additional Facility Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. For all purposes of this Additional TD Facility Agreement, if on any date of determination, a Credit Support Instrument provided or issued hereunder has expired by its terms but any amount may still be demanded, drawn or similarly requested for disbursement thereunder by reason of the operation of Rule 3.13 or 3.14 of the ISP or for any Credit Support Instrument provided or issued hereunder that is issued with the exclusion of Article 36 of the UCP, such Credit Support Instrument provided or issued hereunder shall be deemed to be "outstanding" in the amount so remaining available to be demanded, drawn or similarly requested for disbursement. Unless otherwise specified herein, the amount of a Credit Support Instrument provided or issued hereunder at any time shall be deemed to be the stated amount of such Credit Support Instrument provided or issued hereunder in effect at such time; provided that, with respect to any Credit Support Instrument provided or issued hereunder that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Credit Support Instrument provided or issued hereunder shall be deemed to be the maximum stated amount of such Credit Support Instrument provided or issued hereunder after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

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

"**Determination Date**" means (a) the Effective Date, (b) the last Business Day of each calendar quarter, (c) each date (with such date to be reasonably determined by the Additional Facility Issuer) that is on or about the date of (i) the issuance of a Credit Support Instrument or (ii) a Reimbursement Date and (e) if an Event of Default has occurred and is continuing, any other Business Day as determined by the Additional Facility Issuer in its reasonable discretion.

"**Effective Date**" means the date the conditions set forth in Section 5.1 are satisfied or waived in accordance with this Additional TD Facility Agreement, which date is October 29, 2025.

"**Exchange Rate**" means the rate of exchange for the purchase of dollars with the applicable Alternative Currency, as determined by the Additional Facility Issuer in accordance with its normal practice. The Additional Facility Issuer may use any publicly available information service, including Reuters, or any other method it customarily uses to determine such rate.

"**Specified Event of Default**" means an Event of Default under (x) Section 7.01(a), (b), (h) or (i) of the Credit Agreement that has been incorporated into this Additional TD Facility Agreement and applied *mutatis mutandis* or (y) Section 9(c).

3. Interpretation; Currencies.

3.1 The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Additional TD Facility Agreement, *mutatis mutandis*.

3.2 Notwithstanding anything herein to the contrary, all provisions of the Credit Agreement that apply to this Additional TD Facility Agreement *mutatis mutandis* shall be deemed in this Additional TD Facility Agreement to apply as follows: (a) in each instance where the term "Lenders" appears in such provisions, such term shall instead be deemed to be to the Additional Facility Issuer only, (b) in each instance where the term "Issuing Bank" or "Issuing Banks" appears in such provisions, it shall be disregarded for purposes of this Additional TD Facility Agreement, (c) all references in such provisions to "Required Lenders" shall remain unchanged, (d) for provisions in the Credit Agreement incorporated by reference into this Additional TD Facility Agreement, in each instance where the term "Letter of Credit" appears in such provisions, such term shall instead be deemed to refer to "Credit Support Instrument", and (e) where the provisions require any notice, report, certificate, financial statement or other deliverable to be delivered or furnished to the Administrative Agent, such delivery or furnishing to the Administrative Agent pursuant to the Credit Agreement shall be deemed to satisfy corresponding obligations hereunder.

3.3 On each Determination Date, the Additional Facility Issuer shall (x) determine the Exchange Rate as of such Determination Date with respect to each Alternative Currency, which shall be conclusive absent manifest error and (y) give notice thereof to the Borrower. The Exchange Rates so determined shall become effective (i) in the case of the initial Determination Date, on the Effective Date and (ii) in the case of each subsequent Determination Date, on the first Business Day immediately following such Determination Date (a "Reset Date"), shall remain effective until the next succeeding Reset Date and shall for all purposes of this Additional TD Facility Agreement be the Exchange Rates employed in converting amounts between Dollars and each applicable Alternative Currency.

4. Terms of the Credit Support Instruments

4.1 General. Notwithstanding anything to the contrary in this Section 4.1, the Additional Facility Issuer hereby agrees to issue (or continue, as applicable) the Credit Support Instruments listed on Schedule I attached hereto on the terms set forth in this Additional TD Facility Agreement. Subject to the terms and conditions set forth herein, the Additional Facility Issuer agrees to consider the Borrower's requests for guarantees and/or standby letters of credit, excluding any letter of credit that would (as determined by the Additional Facility Issuer in its sole discretion) be classified by the Board of Governors or any other applicable Governmental Authority as a trade or commercial letters of credit letter of credit (unless the Additional Facility Issuer agrees, in its sole discretion, to make available such letter of credit) (each such instrument referred to herein as a "**Credit Support Instrument**") denominated in U.S. Dollars or an Alternative Currency for the Borrower's own account (or for the account of any Subsidiary so long as (x) the Borrower is a joint and several co-applicant in respect of such Letter of Credit and (y) such Issuing Bank has completed its customary "know your client" procedures with respect to such Subsidiary), in a form reasonably acceptable to the Additional Facility Issuer that shall reflect the standard operating procedures of the Additional Facility Issuer, at any time and from time to time during the period from the date hereof until the Additional Facility Maturity Date. In the event of any inconsistency

between, the terms and conditions of this Additional TD Facility Agreement and the terms and conditions of any form of bank guarantee or letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the Additional Facility Issuer relating to any Credit Support Instrument issued under this Additional TD Facility Agreement the terms and conditions of this Additional TD Facility Agreement shall control. Without penalty or premium, with three (3) Business Days' notice, the Borrower may terminate or reduce the Additional Facility Amount; provided that the Borrower shall not terminate or reduce the Additional Facility Amount if the Credit Support Instruments Exposure, after giving effect to any concurrent prepayment or cash collateralization, would exceed the Additional Facility Amount.

This Additional TD Facility Agreement is not a commitment to issue any Credit Support Instrument (other than those Credit Support Instruments listed in Schedule I) but rather sets forth the procedures to be used in connection with the Borrower's requests for the Additional Facility Issuer to issue Credit Support Instruments hereunder on its own account or for any Subsidiary from time to time during the Issuance Period and, if any Issuing Bank issues any Credit Support Instrument hereunder, the Loan Parties' obligations to such Issuing Bank with respect thereto. THE ADDITIONAL FACILITY ISSUER HAS NO COMMITMENT OR OBLIGATION TO ISSUE ANY CREDIT SUPPORT INSTRUMENT AND NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS A PROMISE OR COMMITMENT BY THE ADDITIONAL FACILITY ISSUER TO ISSUE ANY ONE OR MORE CREDIT SUPPORT INSTRUMENT. THE DECISION WHETHER OR NOT TO ISSUE A CREDIT SUPPORT INSTRUMENT WILL BE MADE BY THE ADDITIONAL FACILITY ISSUER AT ITS SOLE AND COMPLETE DISCRETION. IF THE ADDITIONAL FACILITY ISSUER ISSUES ANY CREDIT SUPPORT INSTRUMENT UNDER THIS AGREEMENT, THE ADDITIONAL FACILITY ISSUER SHALL NOT BE COMMITTED TO ISSUE ANY OTHER CREDIT SUPPORT INSTRUMENT.

4.2 Issuance, Amendment, Renewal or Extension; Certain Conditions. To request the issuance of a Credit Support Instrument on the Borrower's own account or for any Subsidiary (or the amendment, renewal or extension of an outstanding Credit Support Instrument), the Borrower shall deliver in writing by hand delivery, email or facsimile (or transmit by electronic communication) to the Additional Facility Issuer (at least three (3) Business Days before the requested date of issuance, amendment, renewal or extension or such shorter period as the Additional Facility Issuer may agree) a notice requesting the issuance of a Credit Support Instrument, or identifying the Credit Support Instrument to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension, as the case may be (which shall be a Business Day), the date on which such Credit Support Instrument is to expire (which shall comply with Section 4.3 hereof), the amount and currency of such Credit Support Instrument, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend, as the case may be, such Credit Support Instrument. Each such notice shall be in the form of Exhibit A, appropriately completed (each, a "**Credit Support Instrument Request**"). If requested by the Additional Facility Issuer, the Borrower also shall submit an application on the Additional Facility Issuer's standard form in connection with any request for a Credit Support Instrument. A Credit Support

Instrument shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of any Credit Support Instrument the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension, the aggregate Credit Support Instrument Exposure shall not exceed the Additional Facility Amount. The ability to obtain Credit Support Instruments shall be fully revolving, and accordingly, Credit Support Instruments may be obtained to replace Credit Support Instruments that have expired or been terminated or that have been drawn upon and reimbursed.

4.3 Expiration Date. Each Credit Support Instrument shall expire at or prior to the close of business on (x) the earlier of (i) the date that is one year after the date of the issuance of such Credit Support Instrument (or, in the case of any extension thereof, the date to which it has been extended (not in excess of one year from the last applicable expiry date)) and (ii) the Additional Facility Maturity Date or (y) the date as otherwise agreed upon by the Borrower and the Additional Facility Issuer; provided that, if such expiry date is not a Business Day, such Credit Support Instrument shall expire at or prior to the close of business on the next succeeding Business Day; provided, further, that any Credit Support Instrument may, upon the request of the Borrower, include a provision whereby such Credit Support Instrument shall be renewed or extended automatically for additional consecutive periods of one year or less (but not beyond the Additional Facility Maturity Date, unless the Borrower complies with the immediately following proviso to this Section 4.3) unless the Additional Facility Issuer notifies the beneficiary thereof within the time period specified in such Credit Support Instrument or, if no such time period is specified, at least thirty (30) days prior to the then-applicable expiration date, that such Credit Support Instrument will not be renewed or extended (or an earlier date to the extent the terms of the such Credit Support Instrument require such earlier notice date); provided, further, that a Credit Support Instrument shall not be required to expire on the then current Additional Facility Maturity Date if such Credit Support Instrument is cash collateralized or backstopped pursuant to the first sentence in Section 4.8 hereof on the Additional Facility Maturity Date in an amount, by an institution and otherwise pursuant to arrangements, in each case reasonably acceptable to the Additional Facility Issuer; provided that if such Credit Support Instrument is cash collateralized or backstopped in an amount equal to 102% of the face amount of such Credit Support Instrument, such amount shall be deemed acceptable to the Additional Facility Issuer.

4.4 Reimbursement of Additional Facility Disbursements. If the Additional Facility Issuer shall make any Additional Facility Disbursement in respect of a Credit Support Instrument, the Borrower shall reimburse such Additional Facility Disbursement by paying to the Additional Facility Issuer an amount (in same day funds) equal to such Additional Facility Disbursement not later than 4:00 p.m., New York City time, on the Business Day immediately following the day that the Borrower receives notice of such Additional Facility Disbursement (the "**Reimbursement Date**"), together with accrued interest or fees thereon in accordance with Section 4.7 hereof. Each reimbursement of an Additional Facility Disbursement shall be denominated in the currency in which such Additional Facility Disbursement was made.

4.5 Obligations Absolute. The Borrower's obligation to reimburse Additional Facility Disbursements as provided in Section 4.4 is absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Additional TD Facility Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Credit Support Instrument, this Additional TD Facility Agreement or any other Loan Document, or any term or provision herein or therein, (ii) any exchange, change, waiver or release of any Collateral for, or any other Person's guarantee of or other liability for, any of the Secured Obligations, (iii) the existence of any claim, set-off, defense or other right which the Borrower or the Additional Facility Issuer may have at any time against a beneficiary or any transferee of any Credit Support Instrument (or any Persons for whom any such transferee may be acting), or any other Person or against the Borrower, whether in connection herewith, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between the Borrower or one or more of its Subsidiaries and the beneficiary for which any Credit Support Instrument was procured), (iv) any draft or other document presented under a Credit Support Instrument proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (v) payment by the Additional Facility Issuer under a Credit Support Instrument against presentation of a draft or other document that does not comply strictly with the terms of such Credit Support Instrument (provided that the Borrower shall not be obligated to reimburse such Additional Facility Disbursements unless payment is made against presentation of a draft or other document that at least substantially complies with the terms of such Credit Support Instrument), (vi) any adverse change in the business, operations, properties, assets, condition (financial or otherwise) or prospects of the Borrower or any of its subsidiaries; (vii) any breach hereof or any other Loan Document by any party hereto or thereto, (viii) the fact that an Event of Default or a Default shall have occurred and be continuing, or (ix) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 4, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. As between the Borrower and the Additional Facility Issuer, the Borrower assumes all risks of the acts and omissions of, or misuse of the Credit Support Instrument issued by the Additional Facility Issuer and the proceeds thereof, by the respective beneficiaries of such Credit Support Instrument or any assignees or transferees thereof. In furtherance and not in limitation of the foregoing, neither the Additional Facility Issuer nor any of its Related Parties shall have any liability or responsibility for: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for and issuance of any such Credit Support Instrument, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged other than to confirm such documents comply with the terms of such Credit Support Instrument; (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Credit Support Instrument or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) failure of the beneficiary of any such Credit Support Instrument to comply fully with any conditions required in order to draw upon such Credit Support Instrument; (iv) its honor of any presentation under a Credit Support Instrument that appears on its face to substantially comply with

the terms and conditions of such Credit Support Instrument; (v) any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Credit Support Instrument (including any document required to make a drawing thereunder); (vi) errors in interpretation of technical terms; (vii) any loss or delay in the transmission of any document required in order to make a drawing under any such Credit Support Instrument; (viii) the misapplication by the beneficiary of any such Credit Support Instrument of the proceeds of any drawing under such Credit Support Instrument; or (ix) any consequences arising from causes beyond the control of the Additional Facility Issuer, including any act by a Governmental Authority and fluctuation in currency exchange rates. None of the above shall affect or impair, or prevent the vesting of, any of the Additional Facility Issuer's rights or powers hereunder or place the Additional Facility Issuer under any liability to the Borrower or any other Person. Notwithstanding the foregoing, none of the above shall be construed to excuse the Additional Facility Issuer from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential, incidental, exemplary or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by Requirements of Law) suffered by the Borrower that are caused by the Additional Facility Issuer's failure to exercise care when determining whether drafts and other documents presented under a Credit Support Instrument comply with the terms thereof. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in substantial compliance with the terms of a Credit Support Instrument, the Additional Facility Issuer 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 (notwithstanding the appearance of substantial compliance) such documents are not in strict compliance with the terms of such Credit Support Instrument, and any such acceptance or refusal shall be deemed not to constitute bad faith, gross negligence or willful misconduct.

4.6 Disbursement Procedures. The Additional Facility Issuer shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Credit Support Instrument. The Additional Facility Issuer shall promptly notify the Borrower by telephone (to be confirmed in writing) or in writing by hand delivery, facsimile or other electronic transmission of such demand for payment and whether the Additional Facility Issuer has made or will make an Additional Facility Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligations to reimburse the Additional Facility Issuer with respect to any such Additional Facility Disbursement in accordance with Section 4.4.

4.7 Interim Interest. If the Additional Facility Issuer shall make any Additional Facility Disbursement, then, unless the Borrower shall reimburse such Additional Facility Disbursement in full on the date such Additional Facility Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such Additional Facility Disbursement is made to but excluding the date that the Borrower reimburses such Additional Facility Disbursement, at the rate per annum then applicable to ABR Revolving Loans or, if such Additional Facility Disbursement is not denominated

in dollars, at a rate per annum determined by the Additional Facility Issuer (which determination will be conclusive absent manifest error) to represent its cost of funds plus the Applicable Rate used to determine interest applicable to Term Benchmark Revolving Loans; provided that, if the Borrower fails to reimburse such Additional Facility Disbursement when due pursuant to Section 4.4, then in lieu of the interest described above, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to 2.00% per annum plus the rate applicable to ABR Revolving Loans; provided further that no amounts shall accrue pursuant to this Section 4.7 so long as the Additional Facility Issuer is a Defaulting Lender.

4.8 Cash Collateralization of Credit Support Instruments. If (i) effective immediately, without demand or other notice of any kind, as of any expiration date of a Credit Support Instrument, such Credit Support Instrument may for any reason remain outstanding and partially or wholly undrawn, (ii) effective immediately, without demand or other notice of any kind, as of the occurrence of any Event of Default under paragraph (h) or (i) of Section 7.01 of the Credit Agreement that has been incorporated into this Additional TD Facility Agreement and applied *mutatis mutandis*, or (iii) any Event of Default shall occur and be continuing, on the Business Day on which the Borrower receives notice from the Additional Facility Issuer demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with a depositary bank that is the Additional Facility Issuer or a banking institution reasonably satisfactory to the Additional Facility Issuer, for the benefit of the Additional Facility Issuer, an amount of cash in dollars or an Alternative Currency equal to 102% of the Credit Support Instruments Exposure as of such date plus any accrued and unpaid interest thereon. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Additional Facility Issuer in Permitted Investments and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Notwithstanding anything to the contrary set forth in this Additional TD Facility Agreement, moneys in such account shall be applied by the Additional Facility Issuer first to reimburse the Additional Facility Issuer for Additional Facility Disbursements for which it has not been reimbursed and, to the extent not so applied, the balance shall be held for the satisfaction of the reimbursement obligations of the Borrower for the Additional Facility Exposure at such time. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days of request for such return after all Events of Default have been cured or waived.

4.9 Applicability of ISP and UCP. Unless otherwise expressly agreed by the Additional Facility Issuer and the Borrower when a Credit Support Instrument is issued or when it is amended with the consent of the beneficiary thereof, (i) the rules of the ISP shall apply to each standby letter of credit, and (ii) the rules of the UCP shall apply to each commercial letter of credit. Notwithstanding the foregoing, the Additional Facility Issuer shall not be responsible to the Borrower for, and the Additional Facility Issuer's rights and remedies against the Borrower shall not be impaired by, any action or inaction of the Additional Facility Issuer required or not prohibited under any law, order or practice that is required

or not prohibited to be applied to any Credit Support Instrument or this Additional TD Facility Agreement, including the applicable law or any order of any Governmental Authority in a jurisdiction where the Additional Facility Issuer or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade (BAFT), or the Institute of International Banking Law & Practice, whether or not any Credit Support Instrument chooses such law or practice.

4.10 Extensions of Maturity Date. The Borrower may, by written notice to the Additional Facility Issuer (each an "Extension Request") given on any date no later than thirty (30) days prior to the then existing Additional Facility Maturity Date (the "Existing Maturity Date"), request that the Additional Facility Issuer extend the Existing Maturity Date by an additional 364 days, and the Additional Facility Maturity Date shall be so extended upon the written consent of the Additional Facility Issuer prior to the then current Existing Maturity Date.

5. Conditions of Utilization.

5.1 This Additional TD Facility Agreement shall not become effective unless each of the conditions precedent as set out in Section 4.01 (*Conditions; Effective Date*) of the Credit Agreement has been satisfied (or waived pursuant to Section 9.02 thereof). For purposes of determining whether the conditions set forth in Section 4.01 of the Credit Agreement have been satisfied, by releasing its signature page hereto, the Additional Facility Issuer shall be deemed to have consented to, approved, accepted or be satisfied with each document or other matter required thereunder to be consented to or approved by, or acceptable or satisfactory to the Additional Facility Issuer.

5.2 After the Effective Date, the issuance, amendment, renewal or extension of any Credit Support Instrument pursuant to Section 4.1 is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects (or in the case of representations and warranties qualified as to materiality or Material Adverse Effect, in all respects) on and as of the date of issuance, amendment, renewal or extension of such Credit Support Instrument, as the case may be except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be true and correct in all material respects (or in the case of representations and warranties qualified as to materiality or Material Adverse Effect, in all respects) as of such earlier date.

(b) At the time of and immediately after giving effect to the issuance, amendment, renewal or extension of such Credit Support Instrument, as the case may be, no Default or Event of Default shall have occurred and be continuing.

6. Fees.

6.1 The Borrower agrees to pay to the Additional Facility Issuer a maintenance fee in the amount set forth in Schedule II attached hereto. The maintenance fee accrued through and including the last day of March, June, September and December of each year shall be

payable on the fifteenth day following such last day, commencing on the first such date to occur after the Effective Date; provided that such fee shall be payable on the date on which the Additional Facility Amount terminates and the fee accruing after the date on which the Additional Facility Amount terminates shall be payable on demand. The maintenance fee shall be computed on the basis of a year of 365 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). If the Additional Facility Issuer is a Defaulting Lender, it shall not be entitled to receive or accrue any maintenance fee pursuant to this Section 6.1 for any period during which the Additional Facility Issuer is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to be paid to the Additional Facility Issuer).

6.2 The Borrower agrees to pay to the Additional Facility Issuer the Additional Facility Issuer's standard fees with respect to the issuance, amendment, renewal or extension of any Credit Support Instrument or processing of drawings thereunder. Any such fees payable to the Additional Facility Issuer pursuant to this Section 6.2 shall be payable within 10 days after demand.

6.3 For the avoidance of doubt, the Additional Facility Issuer shall not be entitled to any other fees (including any fronting fees) set out in the Credit Agreement or the other Loan Documents with respect to the Additional Facility Amount under this Additional TD Facility Agreement.

7. Increased Costs, Taxes, Mitigation Obligations. Section 2.15 (Increased Costs), Section 2.17 (Taxes) and Section 2.19 (Mitigation Obligations; Replacement of Lenders) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional TD Facility Agreement (adopted to the character of this bilateral Additional TD Facility Agreement).

8. Representations and Warranties, Affirmative Covenants: The provisions of Articles III (*Representations and Warranties*) and Article V (*Affirmative Covenants*) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional TD Facility Agreement (adopted to the character of this bilateral Additional TD Facility Agreement).

9. Events of Default: For purposes of this Additional TD Facility Agreement, "**Event of Default**" shall mean the occurrence of any of the following events:

(a) the Borrower shall fail to make any payment (whether of principal, interest, premium or otherwise and regardless of amount) in respect of the Credit Agreement or any other Material Indebtedness when and as the same shall become due and payable (after giving effect to any applicable grace period under the documentation representing such Material Indebtedness) (for the purposes of this Additional TD Facility Agreement, "Material Indebtedness" shall exclude obligations under any Swap Agreement);

(b) any event or condition occurs that results in the Credit Agreement or any other Material Indebtedness becoming due or being terminated or required to be prepaid,

repurchased, redeemed or defeased prior to its scheduled maturity or that enables or permits (with all applicable grace periods in respect of such event or condition under the documentation representing such Material Indebtedness having expired); the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to terminate or require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (ii) shall not apply to (x) any secured Indebtedness that becomes due as a result of the voluntary sale, transfer or other disposition (including as a result of a casualty or condemnation event) of the assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement) or (y) any Indebtedness that becomes due as a result of a voluntary refinancing thereof permitted under Section 6.01 of the Credit Agreement that constitutes Material Indebtedness (it being understood that clause (i) of this Section 9 will apply to any failure to make any payment required as a result of such termination or similar event);

(c) failure to pay any reimbursement obligation in respect of any Additional Facility Disbursement or to pay any interest or fees in respect of this Additional TD Facility Agreement, in each case, within three (3) Business Days as the same shall become due and payable;

(d) any representation or warranty made or deemed made by or on behalf of the Borrower or any Restricted Subsidiary in this Additional TD Facility Agreement shall prove to have been incorrect in any material respect when made or deemed made and, to the extent capable of being cured, such incorrect representation or warranty shall remain incorrect for a period of 30 days following written notice thereof from the Additional Facility Issuer to the Borrower; or

(e) the Borrower shall default in the performance or observance of its obligations under Section 11.1 of this Additional TD Facility Agreement.

Upon and at any time after the occurrence of an Event of Default which is continuing, the Additional Facility Issuer may by notice to the Borrower: (i) reduce (including to $0) the Facility Amount hereunder, whereupon this Additional Facility shall immediately be wholly or partly cancelled; and/or (ii) demand that the Borrower deposit cash collateral as contemplated by Section 4.8 in the amounts as contemplated by Section 4.8 with respect to all outstanding Credit Support Instruments and, thereupon, the Credit Support Instrument Exposure of all outstanding Credit Support Instruments so declared to be due and payable, together with accrued fees and other obligations of the Borrower 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 Borrower.

10. **Miscellaneous.**Amendments, Modifications, Waivers. This Additional TD Facility Agreement may not be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Additional Facility Issuer. Notwithstanding anything to the contrary herein or in any other Loan Document (including Section 9.02 (*Waivers; Amendments*) of the Credit Agreement), no amendment or waiver of any term of this Additional TD Facility Agreement shall require the consent of any Lender or other Secured Party other than the Additional Facility Issuer (and each

assignee and Participant, to the extent set forth in Section 10.3 hereof), except to the extent that such amendment or waiver otherwise gives rise to a matter that would require an amendment of or waiver under the Credit Agreement, in which case the provisions of Section 9.02 (*Waivers; Amendments*) shall apply thereto.

10.1 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone, 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 fax (to the extent fax information is provided below) or other electronic transmission, as follows:

If to the Borrower:

Solstice Advanced Materials Inc.
115 Tabor Road, Morris Plains, New Jersey 07950

Attention: Matthew Giordano; Jay Shah
Email: [***]

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

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: Amy R. Shapiro, Esq.
Telephone: [***]
Email: [***]

If to the Additional Facility Issuer:

The Toronto-Dominion Bank, New York Branch,
1 Vanderbilt Avenue, New York, NY 10017,
United States
Attention: TD Securities (Letters of Credit)
Phone: [***]
Email: [***]

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by fax 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 subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Additional Facility Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures reasonably approved by the Additional Facility Issuer.

Unless the Additional Facility Issuer otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement) and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient,.

(c) Change of Address, Etc. The Borrower and the Additional Facility Issuer may change its address, electronic mail address, fax or telephone number, if applicable, for notices and other communications or website hereunder by notice to the other parties hereto.

10.2 Successors and Assigns.

(a) The provisions of this Additional TD Facility Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Additional Facility Issuer), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Additional Facility Issuer (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), (ii) no assignment shall be made to any Defaulting Lender or any of its Subsidiaries, or any Persons who, upon becoming the Additional Facility Issuer hereunder, would constitute any of the foregoing Persons described in this clause (ii) and (iii) the Additional Facility Issuer may not assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.3. Nothing in this Additional TD Facility Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto and their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of this Additional TD Facility Agreement.

(a) (i) Subject to the conditions set forth in paragraph (b)(ii) below, the Additional Facility Issuer may assign to one or more eligible assignees all of its rights and obligations under this Additional TD Facility Agreement with the prior written consent (such consent (except with respect to assignments to Disqualified Institutions) not to be unreasonably withheld or delayed) of the Borrower; provided that no consent of the Borrower shall be required for an assignment (x) to an Affiliate of the Additional Facility Issuer or (y) if a Specified Event of Default has occurred and is continuing (other than with respect to any assignment to a Disqualified Lender or an Affiliate of a Disqualified Lender); provided further that no assignee contemplated by the immediately preceding proviso shall be entitled to receive any greater payment under Section

2.15 or Section 2.17 of the Credit Agreement than the applicable assignor would have been entitled to receive with respect to the assignment made to such assignee, unless the assignment to such assignee is made with the Borrower's prior written consent; provided further that the Borrower shall have the right to withhold its consent to any assignment if in order for such assignment to comply with applicable law, the Borrower would be required to obtain the consent of, or make any filing or registration with, any Governmental Authority.

(i) The parties to each assignment shall execute an assignment and assumption substantially in the form of Exhibit B (each such assignment and assumption, an "**Assignment and Assumption**") and such Assignment and Assumption shall include a representation by the assignee that the assignee is not a Disqualified Lender or an Affiliate of a Disqualified Lender.

(ii) From and after the effective date specified in each Assignment and Assumption, the assignee shall have the rights and obligations of the Additional Facility Issuer under this Additional TD Facility Agreement, and the assigning Additional Facility Issuer shall cease to be a party hereto but shall continue to be entitled to the benefits of (and subject to the obligations and limitations of) Section 7 hereof and to any fees payable hereunder that have accrued for the Additional Facility Issuer's account but have not yet been paid.

(iii) The Additional Facility Issuer, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in the United States a copy of each Assignment and Assumption a register for the recordation of the names and addresses of, and the Additional Facility Disbursements owing to, each assignee of the rights and obligations of the Additional Facility Issuer pursuant to the terms hereof from time to time, (the "**Register**"). The Register shall be available for inspection by the Borrower at any reasonable time and from time to time upon reasonable prior notice. No assignment shall be effective for purposes of this Additional TD Facility Agreement unless it has been recorded in the Register as provided in this paragraph.

(b) The Additional Facility Issuer may, without the consent of the Borrower, at any time pledge or assign a security interest in all or any portion of its rights under this Additional TD Facility Agreement to secure obligations of the Additional Facility Issuer, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other "central" bank, and this Section 10.3 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 the Additional Facility Issuer from any of its obligations hereunder or substitute any such pledgee or assignee for the Additional Facility Issuer as a party hereto.

(c) In the event that the Additional Facility Issuer is a Defaulting Lender and assigns its interest hereunder, the assignee of such interest shall be deemed a Defaulting Lender for all

purposes of this Additional TD Facility Agreement until such assignee is no longer deemed a Defaulting Lender under the Credit Agreement pursuant to its terms.

(d) Notwithstanding the foregoing, no assignment may be made to a Disqualified Lender without the prior written consent of the Borrower; provided further that inclusion on the list of Disqualified Lenders shall not apply retroactively to disqualify any persons that have previously acquired an assignment if such person was not included on the list of Disqualified Lenders at the time of such assignment. Notwithstanding anything contained in this Additional TD Facility Agreement to the contrary, if any Additional Facility Issuer was a Disqualified Lender at the time of the assignment, following written notice from the Borrower to such Additional Facility Issuer, such Additional Facility Issuer shall promptly assign all rights and obligations held by such Additional Facility Issuer to an eligible assignee; provided that the Borrower shall not have any obligation to such Disqualified Lender or any other Person to find such an eligible assignee or accept or consent to any such assignment to itself or any other Person.

(e) (i) The Additional Facility Issuer may, without the consent of the Borrower, sell participations to one or more banks or other Persons (other than to a Person that is not an eligible assignee) (a "**Participant**") in all or a portion of the Additional Facility Issuer's rights and obligations under this Additional TD Facility Agreement (including all or a portion of its Credit Support Instrument Exposure and the Credit Support Instruments owing to it); provided that (A) the Additional Facility Issuer's obligations under this Additional TD Facility Agreement shall remain unchanged, (B) the Additional Facility Issuer shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower shall continue to deal solely and directly with the Additional Facility Issuer in connection with Additional Facility Issuer's rights and obligations under this Additional TD Facility Agreement. Any agreement or instrument pursuant to which the Additional Facility Issuer sells such a participation shall provide that the Additional Facility Issuer shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Additional TD Facility Agreement; provided that such agreement or instrument may provide that the Additional Facility Issuer will not, without the consent of the Participant, agree to any amendment, modification or waiver except for any amendment, modification or waiver that (i) increases the Credit Support Instrument Exposure of any Participant, without the written consent of such Participant, (ii) reduces the principal amount of any Credit Support Instrument or reduces the reimbursement obligations of the Borrower for the Credit Support Instrument Exposure at such time (it being understood that a waiver of any Default or Event of Default shall not constitute a reduction or forgiveness of principal) or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Participant directly and adversely affected thereby, (iii) postpone the Additional Facility Maturity Date or the reimbursement date with respect to any Credit Support Instrument, or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waiver or excuse any such payment, without the written consent of each Participant directly and adversely affected hereby, (iv) release all or substantially all of the value of the Guarantees under the Guarantee Agreement without the written consent of each such Participant and (v) release all or substantially all the Collateral from the Liens of the Security Documents without the written consent of each such Participant.

(i) The Additional Facility Issuer shall, solely for the purpose of selling a participation, act as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and related interest amounts) of each participant's interest in the Credit Support Instruments or other obligations under this Additional TD Facility Agreement (the "**Participant Register**"). The entries in the Participant Register shall be conclusive, absent manifest error, and the parties hereto shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Additional TD Facility Agreement notwithstanding any notice to the contrary. The Additional Facility Issuer shall not have any obligation to disclose all or any portion of its Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Credit Support Instrument Exposure, Credit Support Instruments or other obligations hereunder) except to the extent that the relevant parties, acting reasonably and in good faith, determine that such disclosure is necessary in connection with a Tax audit or other proceeding to establish that any Credit Support Instrument or other obligation hereunder is in registered form for U.S. federal income tax purposes.

(ii) A Participant shall not be entitled to receive any greater payment than the Additional Facility Issuer would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

10.3 Survival.

All covenants, agreements, representations and warranties made by the Loan Parties in this Additional TD Facility Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Additional TD Facility Agreement shall survive the execution and delivery of this Additional TD Facility Agreement and the issuance of any Credit Support Instruments, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Additional Facility Issuer may have had notice or knowledge of any Default or incorrect representation or warranty at the time this Agreement is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect until the Additional Facility Maturity Date. The provisions of Section 7 and Sections 10.7, 10.8, 10.10 and 10.11 hereof shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the expiration or termination of the Credit Support Instruments or the termination of this Additional TD Facility Agreement or any provision hereof.

10.4 Counterparts; Integration; Effectiveness.

This Additional TD Facility 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 Additional TD Facility Agreement

and any separate letter agreements with respect to fees payable to the Additional Facility Issuer constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 5.1 hereof, this Additional TD Facility Agreement shall become effective when it shall have been executed by the Additional Facility Issuer and when the Additional Facility Issuer shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Additional TD Facility Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Additional TD Facility Agreement by facsimile transmission or other electronic transmission (e.g., a ".pdf" or ".tif" file) shall be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words "execution," "execute," "executed," "signed," "signature" and words of like import shall be deemed to include electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act. To the extent the Additional Facility Issuer has agreed to accept any electronic signature, the Additional Facility Issuer shall be entitled to rely on such electronic signature purportedly given by or on behalf of, the Borrower or any other party without further verification thereof and without any obligation to review the appearance or form of any such electronic signature.

10.5 Severability.

Any provision of this Additional TD Facility Agreement 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 hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

10.6 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Additional TD Facility Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise and whether at law or in equity) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

(a) The Borrower irrevocably and unconditionally agrees that it will not, and will not permit any controlled Subsidiary to, commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Additional Facility Issuer of any of the foregoing in any way relating to this Additional TD Facility Agreement or any other Loan Document or the transactions relating hereto or thereto, in

any forum other than the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of such courts and agrees that all claims in respect of any action, litigation or proceeding shall be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each party hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Additional TD Facility Agreement shall affect any right that the Additional Facility Issuer may otherwise have to bring any action, litigation or proceeding relating to this Additional TD Facility Agreement against the Borrower or any of its properties in the courts of any jurisdiction.

(b) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action, litigation or proceeding arising out of or relating to this Additional TD Facility Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 10.7. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Additional TD Facility Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.2. Nothing in this Additional TD Facility Agreement will affect the right of any party to this Additional TD Facility Agreement to serve process in any other manner permitted by law.

10.7 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ADDITIONAL TD FACILITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY WHETHER AT LAW OR IN EQUITY). 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 ADDITIONAL TD FACILITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.8**Error! Reference source not found.**.

10.8 Headings.

Article and Section headings used herein are for convenience of reference only, are not part of this Additional TD Facility Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Additional TD Facility Agreement.

10.9 Confidentiality.

Section 9.12 (Confidentiality) of the Credit Agreement shall apply mutatis mutandis as if such clauses were set out expressly in this Additional TD Facility Agreement (adopted to the character of this bilateral Additional TD Facility Agreement).

10.10 Indemnity and Expenses.

Section 9.03 (Expenses; Indemnity; Damage Waiver) of the Credit Agreement shall apply mutatis mutandis as if such clauses were set out expressly in this Additional TD Facility Agreement (adopted to the character of this bilateral Additional TD Facility Agreement).

11. Collateral Matters.

11.1 Collateral and Guarantee Maintenance.

(a) If all obligations under the Loan Documents and all security interests under the Security Documents are automatically released pursuant to the second sentence of Section 9.14(d) of the Credit Agreement, and at such time any Credit Support Instruments remain outstanding under this Additional TD Facility Agreement, then the Borrower shall, prior to or substantially concurrently with such termination and release (the "**Replacement Date**"), at the Borrower's option (and in the cases of clauses (ii) and (iii), subject to the Additional Facility Issuer's reasonable consent), either:

(i) cash collateralize or backstop each Credit Support Instrument outstanding pursuant to the first sentence in Section 4.8;

(ii) deliver to the Additional Facility Issuer guarantee and collateral documents (collectively, the "**Replacement Collateral Documents**") that (A) provide Guarantees from the same Guarantors as guaranteed the Obligations under the Credit Agreement immediately prior to its termination, on substantially the same terms; (B) grant security interests in substantially the same Collateral securing the Obligations under the Credit Agreement immediately prior to its termination; (C) provide the Additional Facility Issuer with substantially the same rights, remedies, and priorities (including representations and warranties, affirmative covenants and negative covenants) as were provided to the Lenders under the Loan Documents immediately prior to the termination of the Credit Agreement; and (D) are otherwise in form and substance reasonably satisfactory to the Additional Facility Issuer; provided that the Borrower's obligation under this Section 11.1(a)(ii) shall be deemed satisfied upon the Additional Facility Issuer's execution of the Replacement Collateral Document, which execution the Additional Facility Issuer agrees shall not be unreasonably withheld, conditioned or delayed; provided that the Borrower may deliver

the Replacement Collateral Documents up to sixty (60) days (or such longer period as the Additional Facility Issuer may agree) following the Replacement Date; provided, further, that to the extent that substantially concurrently with the Replacement Date, any Collateral or Guarantees, pursuant to a transaction or otherwise, would be permitted to be released or would be automatically released under the Credit Agreement (assuming such Credit Agreement were in effect), such Collateral and such Guarantees shall not be required to be included in or provided under the Replacement Collateral Document; or

(iii) cause the Additional Facility Issuer to become a "secured party" (or equivalent term) under any credit facility that provides substantially the same collateral and guarantee support and rights, remedies, and priorities (including representations and warranties, affirmative covenants and negative covenants) as were provided to the Lenders under the Loan Documents or on market terms at the time such credit facility is entered into (or as otherwise reasonably satisfactory to the Additional Facility Issuer), to that which existed under the Credit Agreement at the time of termination.

(b) The Additional Facility Issuer agrees to reasonably cooperate with the Borrower in connection with the preparation, execution, and perfection of any Replacement Collateral Documents, including executing such documents and taking such actions as are reasonably necessary to perfect security interests granted thereunder.

(c) The Replacement Collateral Documents shall be subject to customary intercreditor arrangements (including by joinder of the Additional Facility Issuer to any Acceptable Intercreditor Agreements) if the Borrower has other secured Indebtedness outstanding at the time of delivery and the Additional Facility Issuer agrees to reasonably cooperate with the Borrower in connection with the preparation, negotiation and execution thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Additional TD Facility Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SOLSTICE ADVANCED MATERIALS INC.

By: /s/ Thilo Huber
Name: Thilo Huber
Title: Treasurer

[*Signature Page to Additional TD Facility Agreement*]

THE TORONTO-DOMINION BANK,
NEW YORK BRANCH

By: /s/ Victoria Roberts
Name: Victoria Roberts
Title: Authorized Signatory

[*Signature Page to Additional TD Facility Agreement*]

EXHIBIT A

Form of Credit Support Instrument Request

The Toronto-Dominion Bank, New York Branch
as Additional Facility Issuer

1 Vanderbilt Avenue
New York, NY 10017, United States
Telephone: 1-866-661-6866
Attention: TD Securities (Letters of Credit)
Email: [reserved]

[_] 20[_][1]

Ladies and Gentlemen:

The undersigned hereby refers to the Additional TD Facility Agreement dated as of October 29, 2025, (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Additional TD Facility Agreement"), by and among Solstice Advanced Materials Inc., a Delaware Corporation (the "Borrower") and The Toronto-Dominion Bank, New York Branch, as Additional Facility Issuer (the "Additional Facility Issuer"). Unless otherwise defined herein, all capitalized terms used herein and defined in Additional TD Facility Agreement.

We hereby request that the Additional Facility Issuer, in its individual capacity, [issue / amend / renew] / extend] [a/an] [existing] [Demand Guarantee] [[Letter of Credit] on [●][2] (the "Applicable Date"), which [Demand Guarantee / Letter of Credit] shall be in the aggregate amount of [●][3] and shall be for the account of [●][4]. The beneficiary of the requested [Demand Guarantee / Letter of Credit] is [●][5], and such [Demand Guarantee / Letter of Credit] will have a stated expiration date of [●][6].

[Such Letter of Credit is a [performance][financial] letter of credit.]

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1 Must be delivered to the Additional Facility Issuer at least three (3) Business Days in advance of the requested date of issuance, amendment, extension or renewal or such shorter period as the Additional Facility Issuer may agree.

2 Insert date of issuance, which must be a Business Day.

3 Insert aggregate initial amount and currency of Demand Guarantee / Letter of Credit.

4 Insert name of account party.

5 Insert name and address of beneficiary.

6 Date may not be later than the Additional Facility Maturity Date (unless cash collateralized or backstopped pursuant to the terms of the Additional TD Facility Agreement.

We hereby certify that:

(A) the representations and warranties of the Loan Parties set forth in the Loan Documents are true and correct in all material respects on and as of the Applicable Date with the same effect as though such representations and warranties had been made on and as of the Applicable Date; provided that to the extent that a representation and warranty specifically refers to an earlier date, it is true and correct in all material respects as of such earlier date; provided further that to the extent any representation and warranty is qualified as to "materiality," "Material Adverse Effect" or similar language, it shall be true and correct in all respects on the Applicable Date or on such earlier date, as the case may be; [and]

(B) as of the Applicable Date and immediately after giving effect to the requested issuance, amendment renewal or extension of such [Demand Guarantee / Letter of Credit], no Default or Event of Default exists; [and]

(C) [such account party is a Subsidiary].[7]

[Signature Page Follows]

[7] To be included if the Demand Guarantee / Letter of Credit is being issued to an entity other that Solstice Advanced Materials Inc.

SOLSTICE ADVANCED MATERIALS INC.

Name:
Title:

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between the Assignor named below (the "Assignor") and the Assignee named below (the "Assignee"). It is understood and agreed that the rights and obligations of the Assignor and the Assignee hereunder are several and not joint. Capitalized terms used but not defined herein shall have the meanings given to them in the Additional TD Facility Agreement identified below (the "Additional TD Facility Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex A attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Additional TD Facility Agreement, as of the Effective Date inserted by the Assignor as contemplated below (i) 100% of the Assignor's rights and obligations in its capacity as Additional Facility Issuer under the Additional TD Facility Agreement and any other documents or instruments delivered pursuant thereto and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as the Additional Facility Issuer) against any Person, whether known or unknown, arising under or in connection with the Additional TD Facility Agreement, any other documents or instruments delivered pursuant thereto or the transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor:	[Assignor Name] [and is a Defaulting Lender]
1. Assignee:	[Assignee Name] [and is an Affiliate of [Additional Facility Issuer Name] [and is not a Disqualified Lender] Assignee is an Affiliated Lender: [yes] [no]
1. Borrower:	Solstice Advanced Materials Inc.
1. Additional TD Facility Agreement:	The Additional TD Facility Agreement, dated as of October 29, 2025, between the Borrower and The Toronto-Dominion Bank, New York Branch, as amended, amended and restated,

supplemented or otherwise modified from time to time.

1. Effective Date:[8] _____, 20__

[8] To be inserted by Assignor and which shall be the effective date of recordation of transfer in the register therefor.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]
By:
Name:
Title:
ASSIGNEE
[NAME OF ASSIGNEE]
By:
Name:
Title:

[Consented to:][9]

SOLSTICE ADVANCED MATERIALS INC.

By: _____
Name:
Title:

[9] To be added only if the consent of the Borrower is required by the terms of the Additional TD Facility Agreement.

ANNEX A

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it [is] [is not] a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Additional TD Facility Agreement, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Additional TD Facility Agreement or the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of the Additional TD Facility Agreement any Loan Document, or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under the Additional TD Facility Agreement or any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Additional TD Facility Agreement, (ii) it meets all the requirements to be an assignee under Section 10.3 of the Additional TD Facility Agreement (subject to such consents, if any, as may be required under the Additional TD Facility Agreement) and is not a Disqualified Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Additional TD Facility Agreement as the Additional Facility Issuer thereunder and, to the extent of the Assigned Interest, shall have the obligations of the Additional Facility Issuer thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Additional TD Facility Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 8 thereof, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, (vi) it has independently and without reliance upon the Assignor and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, (vii) if it is not a United States person, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Additional TD Facility Agreement, duly completed and executed by the Assignee and (viii) if it is an Affiliated Lender, it has indicated its status as such in the space provided on the first page of the Assignment and Assumption; and (b) agrees that (i) it will, independently and without reliance on the Assignor, 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 the Loan

Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Additional TD Facility Agreement and the other Loan Documents are required to be performed by it as the Additional Facility Issuer.

2. Payments. From and after the Effective Date referred to in this Assignment and Assumption, the Borrower shall make all payments in respect of the Assigned Interest (including payments of fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

ANNEX A-2

UNICREDIT ADDITIONAL LETTER OF CREDIT FACILITY AGREEMENT

Solstice Advanced Materials Inc., a Delaware corporation (the "**Borrower**") and **UniCredit Bank GmbH, New York Branch** (the "**Additional Facility Issuer**") hereby enter into the following letter of credit facility and reimbursement agreement (the "**Additional UniCredit Facility Agreement"**) on October 29, 2025:

1. Whereas

1.1 Reference is made to that certain Credit Agreement dated as of October 29, 2025 by and among the Borrower, the lenders and issuing banks from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

1.2 This Additional UniCredit Facility Agreement is a "**Secured Additional Letter of Credit Facility Document**", as defined in the Credit Agreement. For the avoidance of doubt, to the extent any provision of the Credit Agreement incorporated herein by reference (or otherwise referred to herein) is amended or modified, then such amendments or modifications shall also amend or modify this Additional UniCredit Facility Agreement *mutatis mutandis* (adapted to the character of this bilateral Additional UniCredit Facility Agreement); provided that notwithstanding anything to the contrary herein, any reference to Applicable Rate or any other rate of interest under the Credit Agreement in this Additional UniCredit Facility Agreement shall refer to such rate as it was in effect on the date hereof.

2. Defined Terms

Capitalized terms used in this Additional UniCredit Facility Agreement but not defined herein have the meanings set forth in the Credit Agreement unless the context requires otherwise. As used in this Additional UniCredit Facility Agreement, the following terms have the meanings specified below:

"**Alternative Currency**" means Euros, Pounds Sterling and each other currency (other than U.S. Dollars) that is requested by the Borrower and approved by the Additional Facility Issuer.

"**Additional Facility Amount**" means an amount equal to USD $250,000,000.

"**Additional Facility Disbursement**" means honoring of a demand, drawing or other similar disbursement request by the Additional Facility Issuer pursuant to a Credit Support Instrument provided or issued hereunder.

"**Additional Facility Maturity Date**" means October 29, 2027 (or if such day is not a Business Day, the immediately preceding Business Day), as such date may be extended pursuant to Section 4.10.

"**Credit Support Instrument Exposure**" means, at any time, without duplication, the sum of (a) the aggregate amount of all Credit Support Instruments provided or issued hereunder that remains available for demand, drawing or other similar disbursement request at such time and (b) the aggregate amount of all Additional Facility Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. For all purposes of this Additional UniCredit Facility Agreement, if on any date of determination, a Credit Support Instrument provided or issued hereunder has expired by its terms but any amount may still be demanded, drawn or similarly requested for disbursement thereunder by reason of the operation of Rule 3.13 or 3.14 of the ISP or for any Credit Support Instrument provided or issued hereunder that is issued with the exclusion of Article 36 of the UCP, such Credit Support Instrument provided or issued hereunder shall be deemed to be "outstanding" in the amount so remaining available to be demanded, drawn or similarly requested for disbursement. Unless otherwise specified herein, the amount of a Credit Support Instrument provided or issued hereunder at any time shall be deemed to be the stated amount of such Credit Support Instrument provided or issued hereunder in effect at such time; provided that, with respect to any Credit Support Instrument provided or issued hereunder that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Credit Support Instrument provided or issued hereunder shall be deemed to be the maximum stated amount of such Credit Support Instrument provided or issued hereunder after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

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

"**Determination Date**" means (a) the Effective Date, (b) the last Business Day of each calendar quarter, (c) each date (with such date to be reasonably determined by the Additional Facility Issuer) that is on or about the date of (i) the issuance of a Credit Support Instrument or (ii) a Reimbursement Date and (e) if an Event of Default has occurred and is continuing, any other Business Day as determined by the Additional Facility Issuer in its reasonable discretion.

"**Effective Date**" means the date the conditions set forth in Section 5.1 are satisfied or waived in accordance with this Additional UniCredit Facility Agreement, which date is October 29, 2025.

"**Exchange Rate**" means the rate of exchange for the purchase of dollars with the applicable Alternative Currency last provided (either by publication or otherwise provided to the Additional Facility Issuer) by Reuters on the Business Day (New York City time) immediately preceding the Determination Date, or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of dollars with the Alternative Currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Additional Facility Issuer in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in dollars as determined by the Additional Facility Issuer using any method of determination it deems appropriate in its sole discretion).

"**Specified Event of Default**" means an Event of Default under Section 7.01(h) or (i) of the Credit Agreement that has been incorporated into this Additional UniCredit Facility Agreement and applied *mutatis mutandis.*

3. Interpretation; Currencies.

3.1 The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Additional UniCredit Facility Agreement, *mutatis mutandis*.

3.2 Notwithstanding anything herein to the contrary, all provisions of the Credit Agreement that apply to this Additional UniCredit Facility Agreement *mutatis mutandis* shall be deemed in this Additional UniCredit Facility Agreement to apply as follows: (a) in each instance where the term "Lenders" appears in such provisions, such term shall instead be deemed to be to the Additional Facility Issuer only, (b) in each instance where the term "Issuing Bank" or "Issuing Banks" appears in such provisions, it shall be disregarded for purposes of this Additional UniCredit Facility Agreement, (c) all references in such provisions to "Required Lenders" shall remain unchanged, (d) for provisions in the Credit Agreement incorporated by reference into this Additional UniCredit Facility Agreement, in each instance where the term "Letter of Credit" appears in such provisions, such term shall instead be deemed to refer to "Credit Support Instrument", and (e) where the provisions require any notice, report, certificate, financial statement or other deliverable to be delivered or furnished to the Administrative Agent, such delivery or furnishing to the Administrative Agent pursuant to the Credit Agreement shall be deemed to satisfy corresponding obligations hereunder.

3.3 On each Determination Date, the Additional Facility Issuer shall (x) determine the Exchange Rate as of such Determination Date with respect to each Alternative Currency, which shall be conclusive absent manifest error and (y) give notice thereof to the Borrower. The Exchange Rates so determined shall become effective (i) in the case of the initial Determination Date, on the Effective Date and (ii) in the case of each subsequent Determination Date, on the first Business Day immediately following such Determination Date (a "Reset Date"), shall remain effective until the next succeeding Reset Date and shall for all purposes of this Additional UniCredit Facility Agreement be the Exchange Rates employed in converting amounts between Dollars and each applicable Alternative Currency.

4. Terms of the Credit Support Instruments

4.1 General. Notwithstanding anything to the contrary in this Section 4.1, the Additional Facility Issuer hereby agrees to issue (or continue, as applicable) the Credit Support Instruments listed on Schedule I attached hereto on the terms set forth in this Additional UniCredit Facility Agreement. Subject to the terms and conditions set forth herein, the Additional Facility Issuer agrees to consider the Borrower's requests for guarantees and/or standby letters of credit, excluding any letter of credit that would (as determined by the Additional Facility Issuer in its sole discretion) be classified by the Board of Governors or any other applicable Governmental Authority as a trade or commercial letters of credit letter of credit (unless the Additional Facility Issuer agrees, in its sole discretion, to make available such letter of credit) (each such instrument referred to herein as a "**Credit Support Instrument**") denominated in U.S. Dollars or an Alternative Currency for the Borrower's own account (or for the account of any Subsidiary so long as (1) the Borrower is the applicant or (2)(x) the Borrower is a joint

and several co-applicant in respect of such Letter of Credit and (y) such Issuing Bank has completed its customary "know your client" procedures with respect to such Subsidiary), in a form reasonably acceptable to the Additional Facility Issuer that shall reflect the standard operating procedures of the Additional Facility Issuer, at any time and from time to time during the period from the date hereof until the Additional Facility Maturity Date. In the event of any inconsistency between, the terms and conditions of this Additional UniCredit Facility Agreement and the terms and conditions of any form of bank guarantee or letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the Additional Facility Issuer relating to any Credit Support Instrument issued under this Additional UniCredit Facility Agreement the terms and conditions of this Additional UniCredit Facility Agreement shall control. Without penalty or premium, with three (3) Business Days' notice, the Borrower may terminate or reduce the Additional Facility Amount; provided that the Borrower shall not terminate or reduce the Additional Facility Amount if the Credit Support Instruments Exposure, after giving effect to any concurrent prepayment or cash collateralization, would exceed the Additional Facility Amount.

This Additional UniCredit Facility Agreement is not a commitment to issue any Credit Support Instrument (other than those Credit Support Instruments listed in Schedule I) but rather sets forth the procedures to be used in connection with the Borrower's requests for the Additional Facility Issuer to issue Credit Support Instruments hereunder on its own account or for any Subsidiary from time to time during the Issuance Period and, if any Issuing Bank issues any Credit Support Instrument hereunder, the Loan Parties' obligations to such Issuing Bank with respect thereto. THE ADDITIONAL FACILITY ISSUER HAS NO COMMITMENT OR OBLIGATION TO ISSUE ANY CREDIT SUPPORT INSTRUMENT AND NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS A PROMISE OR COMMITMENT BY THE ADDITIONAL FACILITY ISSUER TO ISSUE ANY ONE OR MORE CREDIT SUPPORT INSTRUMENT. THE DECISION WHETHER OR NOT TO ISSUE A CREDIT SUPPORT INSTRUMENT WILL BE MADE BY THE ADDITIONAL FACILITY ISSUER AT ITS SOLE AND COMPLETE DISCRETION. IF THE ADDITIONAL FACILITY ISSUER ISSUES ANY CREDIT SUPPORT INSTRUMENT UNDER THIS AGREEMENT, THE ADDITIONAL FACILITY ISSUER SHALL NOT BE COMMITTED TO ISSUE ANY OTHER CREDIT SUPPORT INSTRUMENT.

4.2 Issuance, Amendment, Renewal or Extension; Certain Conditions. To request the issuance of a Credit Support Instrument on the Borrower's own account or for any Subsidiary (or the amendment, renewal or extension of an outstanding Credit Support Instrument), the Borrower shall deliver in writing by hand delivery, email or facsimile (or transmit by electronic communication) to the Additional Facility Issuer (by at least noon Local Time, three (3) Business Days before the requested date of issuance, amendment, renewal or extension or such shorter period as the Additional Facility Issuer may agree) a notice requesting the issuance of a Credit Support Instrument, or identifying the Credit Support Instrument to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension, as the case may be (which shall be a Business Day), the date on which such Credit Support Instrument is to expire (which shall comply with Section 4.3 hereof), the amount and currency of such Credit Support

Instrument, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend, as the case may be, such Credit Support Instrument. Each such notice shall be in the form of Exhibit A, appropriately completed (each, a "**Credit Support Instrument Request**"). If requested by the Additional Facility Issuer, the Borrower also shall submit an application on the Additional Facility Issuer's standard form in connection with any request for a Credit Support Instrument. A Credit Support Instrument shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of any Credit Support Instrument the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension, the aggregate Credit Support Instrument Exposure shall not exceed the Additional Facility Amount. The ability to obtain Credit Support Instruments shall be fully revolving, and accordingly, Credit Support Instruments may be obtained to replace Credit Support Instruments that have expired or been terminated or that have been drawn upon and reimbursed.

4.3 Expiration Date. Each Credit Support Instrument shall expire at or prior to the close of business on (x) the earlier of (i) the date that is one year (or such longer period as the Additional Facility Issuer and the Borrower may agree) after the date of the issuance of such Credit Support Instrument (or, in the case of any extension thereof, the date to which it has been extended (not in excess of one year from the last applicable expiry date)) and (ii) the Additional Facility Maturity Date or (y) the date as otherwise agreed upon by the Borrower and the Additional Facility Issuer; provided that, if such expiry date is not a Business Day, such Credit Support Instrument shall expire at or prior to the close of business on the next succeeding Business Day; provided, further, that any Credit Support Instrument may, upon the request of the Borrower, include a provision whereby such Credit Support Instrument shall be renewed or extended automatically for additional consecutive periods of one year or less (but not beyond the Additional Facility Maturity Date, unless the Borrower complies with the immediately following proviso to this Section 4.3) unless the Borrower notifies the Additional Facility Issuer at least fifteen (15) days prior the commencement of the notice period for non-renewal specified in such Credit Support Instrument, that such Credit Support Instrument will not be renewed or extended; provided, further, that a Credit Support Instrument shall not be required to expire on the then current Additional Facility Maturity Date if such Credit Support Instrument is cash collateralized or backstopped pursuant to the first sentence in Section 4.8 hereof on the Additional Facility Maturity Date in an amount, by an institution and otherwise pursuant to arrangements, in each case reasonably acceptable to the Additional Facility Issuer; provided that if such Credit Support Instrument is cash collateralized or backstopped in an amount equal to 102% of the face amount of such Credit Support Instrument, such amount shall be deemed acceptable to the Additional Facility Issuer.

4.4 Reimbursement of Additional Facility Disbursements. If the Additional Facility Issuer shall make any Additional Facility Disbursement in respect of a Credit Support Instrument, the Borrower shall reimburse such Additional Facility Disbursement by paying to the Additional Facility Issuer an amount (in same day funds) equal to such Additional Facility Disbursement not later than 4:00 p.m., New York City time, on the Business Day immediately following the day that the Borrower receives notice of such Additional Facility Disbursement (the "**Reimbursement Date**"), together with accrued

interest or fees thereon in accordance with Section 4.7 hereof. Each reimbursement of an Additional Facility Disbursement shall be denominated in the currency in which such Additional Facility Disbursement was made.

4.5 Obligations Absolute. The Borrower's obligation to reimburse Additional Facility Disbursements as provided in Section 4.4 is absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Additional UniCredit Facility Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Credit Support Instrument, this Additional UniCredit Facility Agreement or any other Loan Document, or any term or provision herein or therein, (ii) any exchange, change, waiver or release of any Collateral for, or any other Person's guarantee of or other liability for, any of the Secured Obligations, (iii) the existence of any claim, set-off, defense or other right which the Borrower or the Additional Facility Issuer may have at any time against a beneficiary or any transferee of any Credit Support Instrument (or any Persons for whom any such transferee may be acting), or any other Person or against the Borrower, whether in connection herewith, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between the Borrower or one or more of its Subsidiaries and the beneficiary for which any Credit Support Instrument was procured), (iv) any draft or other document presented under a Credit Support Instrument proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (v) payment by the Additional Facility Issuer under a Credit Support Instrument against presentation of a draft or other document that does not comply strictly with the terms of such Credit Support Instrument (provided that the Borrower shall not be obligated to reimburse such Additional Facility Disbursements unless payment is made against presentation of a draft or other document that at least substantially complies with the terms of such Credit Support Instrument), (vi) any adverse change in the business, operations, properties, assets, condition (financial or otherwise) or prospects of the Borrower or any of its subsidiaries; (vii) any breach hereof or any other Loan Document by any party hereto or thereto, (viii) the fact that an Event of Default or a Default shall have occurred and be continuing, or (ix) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 4, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. As between the Borrower and the Additional Facility Issuer, the Borrower assumes all risks of the acts and omissions of, or misuse of the Credit Support Instrument issued by the Additional Facility Issuer and the proceeds thereof, by the respective beneficiaries of such Credit Support Instrument or any assignees or transferees thereof. In furtherance and not in limitation of the foregoing, neither the Additional Facility Issuer nor any of its Related Parties shall have any liability or responsibility for: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for and issuance of any such Credit Support Instrument, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged other than to confirm such documents comply with the terms of such Credit Support Instrument; (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Credit Support Instrument or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for

any reason; (iii) failure of the beneficiary of any such Credit Support Instrument to comply fully with any conditions required in order to draw upon such Credit Support Instrument; (iv) its honor of any presentation under a Credit Support Instrument that appears on its face to substantially comply with the terms and conditions of such Credit Support Instrument; (v) any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Credit Support Instrument (including any document required to make a drawing thereunder); (vi) errors in interpretation of technical terms; (vii) any loss or delay in the transmission of any document required in order to make a drawing under any such Credit Support Instrument; (viii) the misapplication by the beneficiary of any such Credit Support Instrument of the proceeds of any drawing under such Credit Support Instrument; or (ix) any consequences arising from causes beyond the control of the Additional Facility Issuer, including any act by a Governmental Authority and fluctuation in currency exchange rates. None of the above shall affect or impair, or prevent the vesting of, any of the Additional Facility Issuer's rights or powers hereunder or place the Additional Facility Issuer under any liability to the Borrower or any other Person. Notwithstanding the foregoing, none of the above shall be construed to excuse the Additional Facility Issuer from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential, incidental, exemplary or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by Requirements of Law) suffered by the Borrower that are caused by the Additional Facility Issuer's failure to exercise care when determining whether drafts and other documents presented under a Credit Support Instrument comply with the terms thereof. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in substantial compliance with the terms of a Credit Support Instrument, the Additional Facility Issuer 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 (notwithstanding the appearance of substantial compliance) such documents are not in strict compliance with the terms of such Credit Support Instrument, and any such acceptance or refusal shall be deemed not to constitute bad faith, gross negligence or willful misconduct.

4.6 Disbursement Procedures. The Additional Facility Issuer shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Credit Support Instrument. The Additional Facility Issuer shall promptly notify the Borrower by telephone (to be confirmed in writing) or in writing by hand delivery, facsimile or other electronic transmission of such demand for payment and whether the Additional Facility Issuer has made or will make an Additional Facility Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligations to reimburse the Additional Facility Issuer with respect to any such Additional Facility Disbursement in accordance with Section 4.4.

4.7 Interim Interest. If the Additional Facility Issuer shall make any Additional Facility Disbursement, then, unless the Borrower shall reimburse such Additional Facility Disbursement in full on the date such Additional Facility Disbursement is made, the

unpaid amount thereof shall bear interest, for each day from and including the date such Additional Facility Disbursement is made to but excluding the date that the Borrower reimburses such Additional Facility Disbursement, at the rate per annum then applicable to ABR Revolving Loans or, if such Additional Facility Disbursement is not denominated in dollars, at a rate per annum determined by the Additional Facility Issuer (which determination will be conclusive absent manifest error) to represent its cost of funds plus the Applicable Rate used to determine interest applicable to Term Benchmark Revolving Loans; provided that, if the Borrower fails to reimburse such Additional Facility Disbursement when due pursuant to Section 4.4, then in lieu of the interest described above, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to 2.00% per annum plus the rate applicable to ABR Revolving Loans; provided further that no amounts shall accrue pursuant to this Section 4.7 so long as the Additional Facility Issuer is a Defaulting Lender.

4.8 Cash Collateralization of Credit Support Instruments. If (i) effective immediately, without demand or other notice of any kind, as of any expiration date of a Credit Support Instrument, such Credit Support Instrument may for any reason remain outstanding and partially or wholly undrawn, (ii) effective immediately, without demand or other notice of any kind, as of the occurrence of any Event of Default under paragraph (h) or (i) of Section 7.01 of the Credit Agreement that has been incorporated into this Additional UniCredit Facility Agreement and applied *mutatis mutandis*, or (iii) any Event of Default shall occur and be continuing, on the Business Day on which the Borrower receives notice from the Additional Facility Issuer demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with a depositary bank that is the Additional Facility Issuer or a banking institution reasonably satisfactory to the Additional Facility Issuer, for the benefit of the Additional Facility Issuer, an amount of cash in dollars or an Alternative Currency equal to 102% of the Credit Support Instruments Exposure as of such date plus any accrued and unpaid interest thereon. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Additional Facility Issuer in Permitted Investments and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Notwithstanding anything to the contrary set forth in this Additional UniCredit Facility Agreement, moneys in such account shall be applied by the Additional Facility Issuer first to reimburse the Additional Facility Issuer for Additional Facility Disbursements for which it has not been reimbursed and, to the extent not so applied, the balance shall be held for the satisfaction of the reimbursement obligations of the Borrower for the Additional Facility Exposure at such time. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days of request for such return after all Events of Default have been cured or waived.

4.9 Applicability of ISP and UCP. Unless otherwise expressly agreed by the Additional Facility Issuer and the Borrower when a Credit Support Instrument is issued or when it is amended with the consent of the beneficiary thereof, (i) the rules of the ISP shall apply to each standby letter of credit, and (ii) the rules of the UCP shall apply to each commercial

letter of credit. Notwithstanding the foregoing, the Additional Facility Issuer shall not be responsible to the Borrower for, and the Additional Facility Issuer's rights and remedies against the Borrower shall not be impaired by, any action or inaction of the Additional Facility Issuer required or not prohibited under any law, order or practice that is required or not prohibited to be applied to any Credit Support Instrument or this Additional UniCredit Facility Agreement, including the applicable law or any order of any Governmental Authority in a jurisdiction where the Additional Facility Issuer or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade (BAFT), or the Institute of International Banking Law & Practice, whether or not any Credit Support Instrument chooses such law or practice.

4.10 Extensions of Maturity Date. The Borrower may, by written notice to the Additional Facility Issuer (each an "Extension Request") given on any date no later than sixty (60) days prior to the then existing Additional Facility Maturity Date (the "Existing Maturity Date"), request that the Additional Facility Issuer extend the Existing Maturity Date by an additional 364 days, and the Additional Facility Maturity Date shall be so extended upon the written consent of the Additional Facility Issuer prior to the then current Existing Maturity Date.

5. Conditions of Utilization.

5.1 This Additional UniCredit Facility Agreement shall not become effective unless each of the conditions precedent as set out in Section 4.01 (*Conditions; Effective Date*) of the Credit Agreement has been satisfied (or waived pursuant to Section 9.02 thereof). For purposes of determining whether the conditions set forth in Section 4.01 of the Credit Agreement have been satisfied, by releasing its signature page hereto, the Additional Facility Issuer shall be deemed to have consented to, approved, accepted or be satisfied with each document or other matter required thereunder to be consented to or approved by, or acceptable or satisfactory to the Additional Facility Issuer.

5.2 After the Effective Date, the issuance, amendment, renewal or extension of any Credit Support Instrument pursuant to Section 4.1 is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects (or in the case of representations and warranties qualified as to materiality or Material Adverse Effect, in all respects) on and as of the date of issuance, amendment, renewal or extension of such Credit Support Instrument, as the case may be except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be true and correct in all material respects (or in the case of representations and warranties qualified as to materiality or Material Adverse Effect, in all respects) as of such earlier date.

(b) At the time of and immediately after giving effect to the issuance, amendment, renewal or extension of such Credit Support Instrument, as the case may be, no Default or Event of Default shall have occurred and be continuing.

6. Fees.

6.1 The Borrower agrees to pay to the Additional Facility Issuer a maintenance fee in the amount set forth in Schedule II attached hereto. The maintenance fee accrued through and including the last day of March, June, September and December of each year shall be payable on the later of (x) the fifteenth day following such last day and (y) the fifteenth day after demand or submission of an invoice to the Borrower, commencing on the first such date to occur after the Effective Date; provided that such fee shall be payable on the date on which the Additional Facility Amount terminates and the fee accruing after the date on which the Additional Facility Amount terminates shall be payable on demand. The maintenance fee shall be computed on the basis of a year of 365 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). If the Additional Facility Issuer is a Defaulting Lender, it shall not be entitled to receive or accrue any maintenance fee pursuant to this Section 6.1 for any period during which the Additional Facility Issuer is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to be paid to the Additional Facility Issuer).

6.2 The Borrower agrees to pay to the Additional Facility Issuer the Additional Facility Issuer's standard fees with respect to the issuance, amendment, renewal or extension of any Credit Support Instrument or processing of drawings thereunder. Any such fees payable to the Additional Facility Issuer pursuant to this Section 6.2 shall be payable within 15 days after demand.

6.3 For the avoidance of doubt, the Additional Facility Issuer shall not be entitled to any other fees (including any fronting fees) set out in the Credit Agreement or the other Loan Documents with respect to the Additional Facility Amount under this Additional UniCredit Facility Agreement.

7. Increased Costs, Taxes, Mitigation Obligations. Section 2.15 (Increased Costs), Section 2.17 (Taxes) and Section 2.19 (Mitigation Obligations; Replacement of Lenders) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional UniCredit Facility Agreement (adopted to the character of this bilateral Additional UniCredit Facility Agreement).

8. Representations and Warranties, Affirmative Covenants: The provisions of Articles III (*Representations and Warranties*) and Article V (*Affirmative Covenants*) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional UniCredit Facility Agreement (adopted to the character of this bilateral Additional UniCredit Facility Agreement).

9. Events of Default: For purposes of this Additional UniCredit Facility Agreement, "**Event of Default**" shall mean the occurrence of any of the following events:

(a) the Borrower shall fail to make any payment (whether of principal, interest, premium or otherwise and regardless of amount) in respect of the Credit Agreement or any other Material Indebtedness when and as the same shall become due and payable (after

giving effect to any applicable grace period under the documentation representing such Material Indebtedness) (for the purposes of this Additional UniCredit Facility Agreement, "Material Indebtedness" shall exclude obligations under any Swap Agreement);

(b) any event or condition occurs that results in the Credit Agreement or any other Material Indebtedness becoming due or being terminated or required to be prepaid, repurchased, redeemed or defeased prior to its scheduled maturity or that enables or permits (with all applicable grace periods in respect of such event or condition under the documentation representing such Material Indebtedness having expired); the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to terminate or require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (ii) shall not apply to (x) any secured Indebtedness that becomes due as a result of the voluntary sale, transfer or other disposition (including as a result of a casualty or condemnation event) of the assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement) or (y) any Indebtedness that becomes due as a result of a voluntary refinancing thereof permitted under Section 6.01 of the Credit Agreement that constitutes Material Indebtedness (it being understood that clause (i) of this Section 9 will apply to any failure to make any payment required as a result of such termination or similar event);

(c) failure to pay any reimbursement obligation in respect of any Additional Facility Disbursement or to pay any interest or fees in respect of this Additional UniCredit Facility Agreement, in each case, within three (3) Business Days as the same shall become due and payable;

(d) any representation or warranty made or deemed made by or on behalf of the Borrower or any Restricted Subsidiary in this Additional UniCredit Facility Agreement shall prove to have been incorrect in any material respect when made or deemed made and, to the extent capable of being cured, such incorrect representation or warranty shall remain incorrect for a period of 30 days following written notice thereof from the Additional Facility Issuer to the Borrower; or

(e) the Borrower shall default in the performance or observance of its obligations under Section 11.1 of this Additional UniCredit Facility Agreement.

Upon and at any time after the occurrence of an Event of Default which is continuing, the Additional Facility Issuer may by notice to the Borrower: (i) reduce (including to $0) the Facility Amount hereunder, whereupon this Additional Facility shall immediately be wholly or partly cancelled; and/or (ii) demand that the Borrower deposit cash collateral as contemplated by Section 4.8 in the amounts as contemplated by Section 4.8 with respect to all outstanding Credit Support Instruments and, thereupon, the Credit Support Instrument Exposure of all outstanding Credit Support Instruments so declared to be due and payable, together with accrued fees and other obligations of the Borrower 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 Borrower.

10. Miscellaneous.

10.1 Amendments, Modifications, Waivers.

This Additional UniCredit Facility Agreement may not be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Additional Facility Issuer. Notwithstanding anything to the contrary herein or in any other Loan Document (including Section 9.02 (*Waivers; Amendments*) of the Credit Agreement), no amendment or waiver of any term of this Additional UniCredit Facility Agreement shall require the consent of any Lender or other Secured Party other than the Additional Facility Issuer (and each assignee and Participant, to the extent set forth in Section 10.3 hereof), except to the extent that such amendment or waiver otherwise gives rise to a matter that would require an amendment of or waiver under the Credit Agreement, in which case the provisions of Section 9.02 (*Waivers; Amendments*) shall apply thereto.

10.2 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone, 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 fax (to the extent fax information is provided below) or other electronic transmission, as follows:

If to the Borrower:

Solstice Advanced Materials Inc.
115 Tabor Road, Morris Plains, New Jersey 07950
Attention: Matthew Giordano; Jay Shah
Email: [***]

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

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: Amy R. Shapiro, Esq.
Telephone: [***]
Email: [***]

If to the Additional Facility Issuer:

UniCredit Bank GmbH, New York Branch
150 East 42nd Street
New York, NY, 10017
Attention: Doug Riahi, Alessandro Anderson, Lou Quilico, Mengyun Sun
Email: [***]

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by fax 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 subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Additional Facility Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures reasonably approved by the Additional Facility Issuer.

Unless the Additional Facility Issuer otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement) and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient,.

(c) Change of Address, Etc. The Borrower and the Additional Facility Issuer may change its address, electronic mail address, fax or telephone number, if applicable, for notices and other communications or website hereunder by notice to the other parties hereto.

10.3 Successors and Assigns.

(a) The provisions of this Additional UniCredit Facility Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Additional Facility Issuer), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Additional Facility Issuer (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), (ii) no assignment shall be made to any Defaulting Lender or any of its Subsidiaries, or any Persons who, upon becoming the Additional Facility Issuer hereunder, would constitute any of the foregoing Persons described in this clause (ii) and (iii) the Additional Facility Issuer may not assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section 10.3. Nothing in this Additional UniCredit Facility Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto and their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of this Additional UniCredit Facility Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, the Additional Facility Issuer may assign to one or more eligible assignees all of its rights and obligations under this Additional UniCredit Facility Agreement with the prior written consent (such consent (except with respect to assignments to Disqualified Institutions) not to be unreasonably withheld or delayed) of the Borrower; provided that no consent of the Borrower shall be required for an assignment (x) to an Affiliate of the Additional Facility Issuer or (y) if a Specified Event of Default has occurred and is continuing (other than with respect to any assignment to a Disqualified Lender or an Affiliate of a Disqualified Lender); provided further that no assignee contemplated by the immediately preceding proviso shall be entitled to receive any greater payment under Section 2.15 or Section 2.17 of the Credit Agreement than the applicable assignor would have been entitled to receive with respect to the assignment made to such assignee, unless the assignment to such assignee is made with the Borrower's prior written consent; provided further that the Borrower shall have the right to withhold its consent to any assignment if in order for such assignment to comply with applicable law, the Borrower would be required to obtain the consent of, or make any filing or registration with, any Governmental Authority.

(ii) The parties to each assignment shall execute an assignment and assumption substantially in the form of Exhibit B (each such assignment and assumption, an "**Assignment and Assumption**") and such Assignment and Assumption shall include a representation by the assignee that the assignee is not a Disqualified Lender or an Affiliate of a Disqualified Lender.

(iii) From and after the effective date specified in each Assignment and Assumption, the assignee shall have the rights and obligations of the Additional Facility Issuer under this Additional UniCredit Facility Agreement, and the assigning Additional Facility Issuer shall cease to be a party hereto but shall continue to be entitled to the benefits of (and subject to the obligations and limitations of) Section 7 hereof and to any fees payable hereunder that have accrued for the Additional Facility Issuer's account but have not yet been paid.

(iv) The Additional Facility Issuer, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in the United States a copy of each Assignment and Assumption a register for the recordation of the names and addresses of, and the Additional Facility Disbursements owing to, each assignee of the rights and obligations of the Additional Facility Issuer pursuant to the terms hereof from time to time, (the "**Register**"). The Register shall be available for inspection by the Borrower at any reasonable time and from time to time upon reasonable prior notice. No assignment shall be effective for purposes of this Additional UniCredit Facility Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) The Additional Facility Issuer may, without the consent of the Borrower, at any time pledge or assign a security interest in all or any portion of its rights under this Additional

UniCredit Facility Agreement to secure obligations of the Additional Facility Issuer, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other "central" bank, and this Section 10.3 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 the Additional Facility Issuer from any of its obligations hereunder or substitute any such pledgee or assignee for the Additional Facility Issuer as a party hereto.

(d) In the event that the Additional Facility Issuer is a Defaulting Lender and assigns its interest hereunder, the assignee of such interest shall be deemed a Defaulting Lender for all purposes of this Additional UniCredit Facility Agreement until such assignee is no longer deemed a Defaulting Lender under the Credit Agreement pursuant to its terms.

(e) Notwithstanding the foregoing, no assignment may be made to a Disqualified Lender without the prior written consent of the Borrower; provided further that inclusion on the list of Disqualified Lenders shall not apply retroactively to disqualify any persons that have previously acquired an assignment if such person was not included on the list of Disqualified Lenders at the time of such assignment. Notwithstanding anything contained in this Additional UniCredit Facility Agreement to the contrary, if any Additional Facility Issuer was a Disqualified Lender at the time of the assignment, following written notice from the Borrower to such Additional Facility Issuer, such Additional Facility Issuer shall promptly assign all rights and obligations held by such Additional Facility Issuer to an eligible assignee; provided that the Borrower shall not have any obligation to such Disqualified Lender or any other Person to find such an eligible assignee or accept or consent to any such assignment to itself or any other Person.

(f) (i) The Additional Facility Issuer may, without the consent of the Borrower, sell participations to one or more banks or other Persons (other than to a Person that is not an eligible assignee) (a "**Participant**") in all or a portion of the Additional Facility Issuer's rights and obligations under this Additional UniCredit Facility Agreement (including all or a portion of its Credit Support Instrument Exposure and the Credit Support Instruments owing to it); provided that (A) the Additional Facility Issuer's obligations under this Additional UniCredit Facility Agreement shall remain unchanged, (B) the Additional Facility Issuer shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower shall continue to deal solely and directly with the Additional Facility Issuer in connection with Additional Facility Issuer's rights and obligations under this Additional UniCredit Facility Agreement. Any agreement or instrument pursuant to which the Additional Facility Issuer sells such a participation shall provide that the Additional Facility Issuer shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Additional UniCredit Facility Agreement; provided that such agreement or instrument may provide that the Additional Facility Issuer will not, without the consent of the Participant, agree to any amendment, modification or waiver except for any amendment, modification or waiver that (i) increases the Credit Support Instrument Exposure of any Participant, without the written consent of such Participant, (ii) reduces the principal amount of any Credit Support Instrument or reduces the reimbursement obligations of the Borrower for the Credit Support Instrument Exposure at such time (it being understood that a waiver of any Default or Event of Default shall not constitute a reduction or forgiveness of principal) or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of

each Participant directly and adversely affected thereby, (iii) postpone the Additional Facility Maturity Date or the reimbursement date with respect to any Credit Support Instrument, or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waiver or excuse any such payment, without the written consent of each Participant directly and adversely affected hereby, (iv) release all or substantially all of the value of the Guarantees under the Guarantee Agreement without the written consent of each such Participant and (v) release all or substantially all the Collateral from the Liens of the Security Documents without the written consent of each such Participant.

(ii) The Additional Facility Issuer shall, solely for the purpose of selling a participation, act as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and related interest amounts) of each participant's interest in the Credit Support Instruments or other obligations under this Additional UniCredit Facility Agreement (the "**Participant Register**"). The entries in the Participant Register shall be conclusive, absent manifest error, and the parties hereto shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Additional UniCredit Facility Agreement notwithstanding any notice to the contrary. The Additional Facility Issuer shall not have any obligation to disclose all or any portion of its Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Credit Support Instrument Exposure, Credit Support Instruments or other obligations hereunder) except to the extent that the relevant parties, acting reasonably and in good faith, determine that such disclosure is necessary in connection with a Tax audit or other proceeding to establish that any Credit Support Instrument or other obligation hereunder is in registered form for U.S. federal income tax purposes.

(iii) A Participant shall not be entitled to receive any greater payment than the Additional Facility Issuer would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

10.4 Survival.

All covenants, agreements, representations and warranties made by the Loan Parties in this Additional UniCredit Facility Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Additional UniCredit Facility Agreement shall survive the execution and delivery of this Additional UniCredit Facility Agreement and the issuance of any Credit Support Instruments, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Additional Facility Issuer may have had notice or knowledge of any Default or incorrect representation or warranty at the time this Agreement is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect until the Additional Facility Maturity Date. The provisions of Section 7 and Sections 10.7,

10.8, 10.10 and 10.11 hereof shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the expiration or termination of the Credit Support Instruments or the termination of this Additional UniCredit Facility Agreement or any provision hereof.

10.5 Counterparts; Integration; Effectiveness.

This Additional UniCredit Facility 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 Additional UniCredit Facility Agreement and any separate letter agreements with respect to fees payable to the Additional Facility Issuer constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 5.1 hereof, this Additional UniCredit Facility Agreement shall become effective when it shall have been executed by the Additional Facility Issuer and when the Additional Facility Issuer shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Additional UniCredit Facility Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Additional UniCredit Facility Agreement by facsimile transmission or other electronic transmission (e.g., a ".pdf" or ".tif" file) shall be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words "execution," "execute," "executed," "signed," "signature" and words of like import shall be deemed to include electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act. To the extent the Additional Facility Issuer has agreed to accept any electronic signature, the Additional Facility Issuer shall be entitled to rely on such electronic signature purportedly given by or on behalf of, the Borrower or any other party without further verification thereof and without any obligation to review the appearance or form of any such electronic signature.

10.6 Severability.

Any provision of this Additional UniCredit Facility Agreement 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 hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

10.7 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Additional UniCredit Facility Agreement and any claim,

controversy, dispute or cause of action (whether in contract or tort or otherwise and whether at law or in equity) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

(b) The Borrower irrevocably and unconditionally agrees that it will not, and will not permit any controlled Subsidiary to, commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Additional Facility Issuer of any of the foregoing in any way relating to this Additional UniCredit Facility Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of such courts and agrees that all claims in respect of any action, litigation or proceeding shall be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each party hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Additional UniCredit Facility Agreement shall affect any right that the Additional Facility Issuer may otherwise have to bring any action, litigation or proceeding relating to this Additional UniCredit Facility Agreement against the Borrower or any of its properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action, litigation or proceeding arising out of or relating to this Additional UniCredit Facility Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 10.7. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Additional UniCredit Facility Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.2. Nothing in this Additional UniCredit Facility Agreement will affect the right of any party to this Additional UniCredit Facility Agreement to serve process in any other manner permitted by law.

10.8 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ADDITIONAL UNICREDIT FACILITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY WHETHER AT LAW OR IN EQUITY). 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 ADDITIONAL UNICREDIT FACILITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.8.

10.9 Headings.

Article and Section headings used herein are for convenience of reference only, are not part of this Additional UniCredit Facility Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Additional UniCredit Facility Agreement.

10.10 Confidentiality.

Section 9.12 (Confidentiality) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional UniCredit Facility Agreement (adopted to the character of this bilateral Additional UniCredit Facility Agreement).

10.11 Indemnity and Expenses.

Section 9.03 (Expenses; Indemnity; Damage Waiver) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional UniCredit Facility Agreement (adopted to the character of this bilateral Additional UniCredit Facility Agreement).

11. Collateral Matters.

11.1 Collateral and Guarantee Maintenance.

(a) If all obligations under the Loan Documents and all security interests under the Security Documents are automatically released pursuant to the second sentence of Section 9.14(d) of the Credit Agreement, and at such time any Credit Support Instruments remain outstanding under this Additional UniCredit Facility Agreement, then the Borrower shall, prior to or substantially concurrently with such termination and release (the "**Replacement Date**"), at the Borrower's option (and in the cases of clauses (ii) and (iii), subject to the Additional Facility Issuer's reasonable consent), either:

(i) cash collateralize or backstop each Credit Support Instrument outstanding pursuant to the first sentence in Section 4.8;

(ii) deliver to the Additional Facility Issuer guarantee and collateral documents (collectively, the "**Replacement Collateral Documents**") that (A) provide Guarantees from the same Guarantors as guaranteed the Obligations under the Credit Agreement immediately prior to its termination, on substantially the same terms; (B) grant security interests in substantially the same Collateral securing the Obligations under the Credit Agreement immediately prior to its termination; (C) provide the Additional Facility Issuer with substantially the same rights, remedies, and priorities (including representations and warranties, affirmative covenants

and negative covenants) as were provided to the Lenders under the Loan Documents immediately prior to the termination of the Credit Agreement; and (D) are otherwise in form and substance reasonably satisfactory to the Additional Facility Issuer; provided that the Borrower's obligation under this Section 11.1(a)(ii) shall be deemed satisfied upon the Additional Facility Issuer's execution of the Replacement Collateral Document, which execution the Additional Facility Issuer agrees shall not be unreasonably withheld, conditioned or delayed; provided that the Borrower may deliver the Replacement Collateral Documents up to sixty (60) days (or such longer period as the Additional Facility Issuer may agree) following the Replacement Date; provided, further, that to the extent that substantially concurrently with the Replacement Date, any Collateral or Guarantees, pursuant to a transaction or otherwise, would be permitted to be released or would be automatically released under the Credit Agreement (assuming such Credit Agreement were in effect), such Collateral and such Guarantees shall not be required to be included in or provided under the Replacement Collateral Document; or

(iii) cause the Additional Facility Issuer to become a "secured party" (or equivalent term) under any credit facility that provides substantially the same collateral and guarantee support and rights, remedies, and priorities (including representations and warranties, affirmative covenants and negative covenants) as were provided to the Lenders under the Loan Documents or on market terms at the time such credit facility is entered into (or as otherwise reasonably satisfactory to the Additional Facility Issuer), to that which existed under the Credit Agreement at the time of termination.

(b) The Additional Facility Issuer agrees to reasonably cooperate with the Borrower in connection with the preparation, execution, and perfection of any Replacement Collateral Documents, including executing such documents and taking such actions as are reasonably necessary to perfect security interests granted thereunder.

(c) The Replacement Collateral Documents shall be subject to customary intercreditor arrangements (including by joinder of the Additional Facility Issuer to any Acceptable Intercreditor Agreements) if the Borrower has other secured Indebtedness outstanding at the time of delivery and the Additional Facility Issuer agrees to reasonably cooperate with the Borrower in connection with the preparation, negotiation and execution thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Additional UniCredit Facility Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SOLSTICE ADVANCED MATERIALS INC.

By: /s/ Thilo Huber

Name: Thilo Huber
Title: Treasurer

[Signature Page to Additional UniCredit Facility Agreement]

UNICREDIT BANK GMBH, NEW YORK BRANCH

By: /s/ Douglas Riahi

Name: Douglas Riahi

Title: Managing Director

By: /s/ Peter Daugavietis

Name: Peter Daugavietis

Title: Director

[Signature Page to Additional UniCredit Facility Agreement]

EXHIBIT A

Form of Credit Support Instrument Request

UniCredit Bank GmbH, New York Branch
as Additional Facility Issuer

150 East 42nd Street
New York, NY, 10017
Attention: Doug Riahi, Alessandro Anderson, Lou Quilico, Mengyun Sun
Email: [reserved]

[_] 20[_][1]

Ladies and Gentlemen:

The undersigned hereby refers to the Additional UniCredit Facility Agreement dated as of October 25, 2029 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Additional UniCredit Facility Agreement"), by and among Solstice Advanced Materials Inc., a Delaware Corporation (the "Borrower") and UniCredit Bank GmbH, New York Branch, as Additional Facility Issuer (the "Additional Facility Issuer"). Unless otherwise defined herein, all capitalized terms used herein and defined in Additional UniCredit Facility Agreement.

We hereby request that the Additional Facility Issuer, in its individual capacity, [issue / amend / renew] / extend] [a/an] [existing] [Demand Guarantee] [[Letter of Credit] on [●][2] (the "Applicable Date"), which [Demand Guarantee / Letter of Credit] shall be in the aggregate amount of [●][3] and shall be for the account of [●][4]. The beneficiary of the requested [Demand Guarantee / Letter of Credit] is [●][5], and such [Demand Guarantee / Letter of Credit] will have a stated expiration date of [●][6].

[Such Letter of Credit is a [performance][EPA or workers compensation-related][financial] letter of credit.]

We hereby certify that:

---

1 Must be delivered to the Additional Facility Issuer by at least noon Local Time, three (3) Business Days in advance of the requested date of issuance, amendment, extension or renewal or such shorter period as the Additional Facility Issuer may agree.

2 Insert date of issuance, which must be a Business Day.

3 Insert aggregate initial amount and currency of Demand Guarantee / Letter of Credit.

4 Insert name of account party.

5 Insert name and address of beneficiary.

6 Date may not be later than the Additional Facility Maturity Date (unless cash collateralized or backstopped pursuant to the terms of the Additional UniCredit Facility Agreement.

(A) the representations and warranties of the Loan Parties set forth in the Loan Documents are true and correct in all material respects on and as of the Applicable Date with the same effect as though such representations and warranties had been made on and as of the Applicable Date; provided that to the extent that a representation and warranty specifically refers to an earlier date, it is true and correct in all material respects as of such earlier date; provided further that to the extent any representation and warranty is qualified as to "materiality," "Material Adverse Effect" or similar language, it shall be true and correct in all respects on the Applicable Date or on such earlier date, as the case may be; [and]

(B) as of the Applicable Date and immediately after giving effect to the requested issuance, amendment renewal or extension of such [Demand Guarantee / Letter of Credit], no Default or Event of Default exists; [and]

(C) [such account party is a Subsidiary].[7]

[Signature Page Follows]

[7] To be included if the Demand Guarantee / Letter of Credit is being issued to an entity other that Solstice Advanced Materials Inc.

SOLSTICE ADVANCED MATERIALS INC.

Name:
Title:

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between the Assignor named below (the "Assignor") and the Assignee named below (the "Assignee"). It is understood and agreed that the rights and obligations of the Assignor and the Assignee hereunder are several and not joint. Capitalized terms used but not defined herein shall have the meanings given to them in the Additional UniCredit Facility Agreement identified below (the "Additional UniCredit Facility Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex A attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Additional UniCredit Facility Agreement, as of the Effective Date inserted by the Assignor as contemplated below (i) 100% of the Assignor's rights and obligations in its capacity as Additional Facility Issuer under the Additional UniCredit Facility Agreement and any other documents or instruments delivered pursuant thereto and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as the Additional Facility Issuer) against any Person, whether known or unknown, arising under or in connection with the Additional UniCredit Facility Agreement, any other documents or instruments delivered pursuant thereto or the transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor:	[Assignor Name] [and is a Defaulting Lender]
2. Assignee:	[Assignee Name] [and is an Affiliate of [Additional Facility Issuer Name] [and is not a Disqualified Lender] Assignee is an Affiliated Lender: [yes] [no]
3. Borrower:	Solstice Advanced Materials Inc.
4. Additional UniCredit Facility Agreement:	The Additional UniCredit Facility Agreement, dated as of October 29, 2025, between the Borrower and UniCredit Bank GmbH, New York Branch, as amended, amended and

restated, supplemented or otherwise modified from time to time.

5. Effective Date:[8] _____, 20__

[8] To be inserted by Assignor and which shall be the effective date of recordation of transfer in the register therefor.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR:
[NAME OF
ASSIGNOR]

By:

Name:
Title:

ASSIGNEE:
[NAME OF ASSIGNEE]
By:

Name:
Title:

[Consented to:][9]

SOLSTICE ADVANCED MATERIALS INC.

By: _____

Name:
Title:

[9] To be added only if the consent of the Borrower is required by the terms of the Additional UniCredit Facility Agreement.

ANNEX A

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it [is] [is not] a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Additional UniCredit Facility Agreement, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Additional UniCredit Facility Agreement or the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of the Additional UniCredit Facility Agreement any Loan Document, or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under the Additional UniCredit Facility Agreement or any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Additional UniCredit Facility Agreement, (ii) it meets all the requirements to be an assignee under Section 10.3 of the Additional UniCredit Facility Agreement (subject to such consents, if any, as may be required under the Additional UniCredit Facility Agreement) and is not a Disqualified Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Additional UniCredit Facility Agreement as the Additional Facility Issuer thereunder and, to the extent of the Assigned Interest, shall have the obligations of the Additional Facility Issuer thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Additional UniCredit Facility Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 8 thereof, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, (vi) it has independently and without reliance upon the Assignor and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, (vii) if it is not a United States person, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Additional UniCredit Facility Agreement, duly completed and executed by the Assignee and (viii) if it is an Affiliated Lender, it has indicated its status as such in the space provided on the first page of the Assignment and Assumption; and (b) agrees that (i) it will,

independently and without reliance on the Assignor, 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 the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Additional UniCredit Facility Agreement and the other Loan Documents are required to be performed by it as the Additional Facility Issuer.

2. Payments. From and after the Effective Date referred to in this Assignment and Assumption, the Borrower shall make all payments in respect of the Assigned Interest (including payments of fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

ANNEX A-2

BBVA ADDITIONAL LETTER OF CREDIT FACILITY AGREEMENT

Solstice Advanced Materials Inc., a Delaware corporation (the "**Borrower**") and **Banco Bilbao Vizcaya Argentaria, S.A. New York Branch** (the "**Additional Facility Issuer**") hereby enter into the following letter of credit facility and reimbursement agreement (the "**Additional BBVA Facility Agreement"**) on October 29, 2025:

1. Whereas

1.1 Reference is made to that certain Credit Agreement dated as of October 29, 2025 by and among the Borrower, the lenders and issuing banks from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

1.2 This Additional BBVA Facility Agreement is a "**Secured Additional Letter of Credit Facility Document**", as defined in the Credit Agreement. For the avoidance of doubt, to the extent any provision of the Credit Agreement incorporated herein by reference (or otherwise referred to herein) is amended or modified, then such amendments or modifications shall also amend or modify this Additional BBVA Facility Agreement *mutatis mutandis* (adapted to the character of this bilateral Additional BBVA Facility Agreement); provided that notwithstanding anything to the contrary herein, any reference to Applicable Rate or any other rate of interest under the Credit Agreement in this Additional BBVA Facility Agreement shall refer to the definition of "Applicable Rate" as it was in effect on the date hereof.

2. Defined Terms

Capitalized terms used in this Additional BBVA Facility Agreement but not defined herein have the meanings set forth in the Credit Agreement unless the context requires otherwise. As used in this Additional BBVA Facility Agreement, the following terms have the meanings specified below:

"**Alternative Currency**" means Euros, Pounds Sterling and each other currency (other than U.S. Dollars) that is requested by the Borrower and approved by the Additional Facility Issuer.

"**Additional Facility Amount**" means an amount equal to USD $250,000,000.

"**Additional Facility Disbursement**" means honoring of a demand, drawing or other similar disbursement request by the Additional Facility Issuer pursuant to a Credit Support Instrument provided or issued hereunder.

"**Additional Facility Maturity Date**" means October 29, 2027 (or if such day is not a Business Day, the immediately preceding Business Day), as such date may be extended pursuant to Section 4.10.

"**Credit Support Instrument Exposure**" means, at any time, without duplication, the sum of (a) the aggregate amount of all Credit Support Instruments provided or issued hereunder that remains available for demand, drawing or other similar disbursement request at such time and (b) the aggregate amount of all Additional Facility Disbursements that have not yet been reimbursed by or on behalf of the Borrower at such time. For all purposes of this Additional BBVA Facility Agreement, if on any date of determination, a Credit Support Instrument provided or issued hereunder has expired by its terms but any amount may still be demanded, drawn or similarly requested for disbursement thereunder (i) by reason of the operation of Rule 3.13 or 3.14 of the ISP, (ii) for any Credit Support Instrument provided or issued hereunder that is issued with the exclusion of Article 36 of the UCP, or (iii) for any other reason stated in the Credit Support Instrument extending the time for demands, drawings, or presentation, then such Credit Support Instrument provided or issued hereunder shall be deemed to be "outstanding" in the amount so remaining available to be demanded, drawn or similarly requested for disbursement. Unless otherwise specified herein, the amount of a Credit Support Instrument provided or issued hereunder at any time shall be deemed to be the stated amount of such Credit Support Instrument provided or issued hereunder in effect at such time; provided that, with respect to any Credit Support Instrument provided or issued hereunder that, by its terms or the terms of any document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Credit Support Instrument provided or issued hereunder shall be deemed to be the maximum stated amount of such Credit Support Instrument provided or issued hereunder after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

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

"**Determination Date**" means (a) the Effective Date, (b) the last Business Day of each calendar quarter, (c) each date (with such date to be reasonably determined by the Additional Facility Issuer) that is on or about the date of (i) the issuance of a Credit Support Instrument or (ii) a Reimbursement Date and (e) if an Event of Default has occurred and is continuing, any other Business Day as determined by the Additional Facility Issuer in its reasonable discretion.

"**Effective Date**" means the date the conditions set forth in Section 5.1 are satisfied or waived in accordance with this Additional BBVA Facility Agreement, which date is October 29, 2025.

"**Exchange Rate**" means the rate of exchange for the purchase of dollars with the applicable Alternative Currency last provided (either by publication or otherwise provided to the Additional Facility Issuer) by Reuters on the Business Day (New York City time) immediately preceding the Determination Date, or if such service ceases to be available or ceases to provide a rate of exchange for the purchase of dollars with the Alternative Currency, as provided by such other publicly available information service which provides that rate of exchange at such time in place of Reuters chosen by the Additional Facility Issuer in its sole discretion (or if such service ceases to be available or ceases to provide such rate of exchange, the equivalent of such amount in dollars as determined by the Additional Facility Issuer using any method of determination it deems appropriate in its sole discretion).

"**Specified Event of Default**" means an Event of Default under Section 7.01(h) or (i) of the Credit Agreement that has been incorporated into this Additional BBVA Facility Agreement and applied *mutatis mutandis.*

3. Interpretation; Currencies.

3.1 The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Additional BBVA Facility Agreement, *mutatis mutandis*.

3.2 Notwithstanding anything herein to the contrary, all provisions of the Credit Agreement that apply to this Additional BBVA Facility Agreement *mutatis mutandis* shall be deemed in this Additional BBVA Facility Agreement to apply as follows: (a) in each instance where the term "Lenders" appears in such provisions, such term shall instead be deemed to be to the Additional Facility Issuer only, (b) in each instance where the term "Issuing Bank" or "Issuing Banks" appears in such provisions, it shall be disregarded for purposes of this Additional BBVA Facility Agreement, (c) all references in such provisions to "Required Lenders" shall remain unchanged, (d) for provisions in the Credit Agreement incorporated by reference into this Additional BBVA Facility Agreement, in each instance where the term "Letter of Credit" appears in such provisions, such term shall instead be deemed to refer to "Credit Support Instrument", and (e) where the provisions require any notice, report, certificate, financial statement or other deliverable to be delivered or furnished to the Administrative Agent, such delivery or furnishing to the Administrative Agent pursuant to the Credit Agreement shall be deemed to satisfy corresponding obligations hereunder.

3.3 On each Determination Date, the Additional Facility Issuer shall (x) determine the Exchange Rate as of such Determination Date with respect to each Alternative Currency, which shall be conclusive absent manifest error and (y) give notice thereof to the Borrower. The Exchange Rates so determined shall become effective (i) in the case of the initial Determination Date, on the Effective Date and (ii) in the case of each subsequent Determination Date, on the first Business Day immediately following such Determination Date (a "Reset Date"), shall remain effective until the next succeeding Reset Date and shall for all purposes of this Additional BBVA Facility Agreement be the Exchange Rates employed in converting amounts between Dollars and each applicable Alternative Currency.

4. Terms of the Credit Support Instruments

4.1 General. Notwithstanding anything to the contrary in this Section 4.1, the Additional Facility Issuer hereby agrees to issue (or continue, as applicable) the Credit Support Instruments listed on Schedule I attached hereto on the terms set forth in this Additional BBVA Facility Agreement. Subject to the terms and conditions set forth herein, the Additional Facility Issuer agrees to consider the Borrower's requests for guarantees and/or standby letters of credit, excluding any letter of credit that would (as determined by the Additional Facility Issuer in its sole discretion) be classified by the Board of Governors or any other applicable Governmental Authority as a trade or commercial letters of credit letter of credit (unless the Additional Facility Issuer agrees, in its sole

discretion, to make available such letter of credit) (each such instrument referred to herein as a "**Credit Support Instrument**") denominated in U.S. Dollars or an Alternative Currency for the Borrower's own account (or for the account of any Subsidiary so long as (x) the Borrower is a joint and several co-applicant in respect of such Letter of Credit and (y) such Issuing Bank has completed its customary "know your client" procedures with respect to such Subsidiary), in a form reasonably acceptable to the Additional Facility Issuer that shall reflect the standard operating procedures of the Additional Facility Issuer, at any time and from time to time during the period from the date hereof until the Additional Facility Maturity Date. In the event of any inconsistency between, the terms and conditions of this Additional BBVA Facility Agreement and the terms and conditions of any form of bank guarantee or letter of credit application or other agreement submitted by the Borrower to, or entered into by the Borrower with, the Additional Facility Issuer relating to any Credit Support Instrument issued under this Additional BBVA Facility Agreement the terms and conditions of this Additional BBVA Facility Agreement shall control. Without penalty or premium, with three (3) Business Days' notice, the Borrower may terminate or reduce the Additional Facility Amount; provided that the Borrower shall not terminate or reduce the Additional Facility Amount if the Credit Support Instruments Exposure, after giving effect to any concurrent prepayment or cash collateralization, would exceed the Additional Facility Amount.

This Additional BBVA Facility Agreement is not a commitment to issue any Credit Support Instrument (other than those Credit Support Instruments listed in Schedule I) but rather sets forth the procedures to be used in connection with the Borrower's requests for the Additional Facility Issuer to issue Credit Support Instruments hereunder on its own account or for any Subsidiary from time to time during the Issuance Period and, if any Issuing Bank issues any Credit Support Instrument hereunder, the Loan Parties' obligations to such Issuing Bank with respect thereto. THE ADDITIONAL FACILITY ISSUER HAS NO COMMITMENT OR OBLIGATION TO ISSUE ANY CREDIT SUPPORT INSTRUMENT AND NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS A PROMISE OR COMMITMENT BY THE ADDITIONAL FACILITY ISSUER TO ISSUE ANY ONE OR MORE CREDIT SUPPORT INSTRUMENT. THE DECISION WHETHER OR NOT TO ISSUE A CREDIT SUPPORT INSTRUMENT WILL BE MADE BY THE ADDITIONAL FACILITY ISSUER AT ITS SOLE AND COMPLETE DISCRETION. IF THE ADDITIONAL FACILITY ISSUER ISSUES ANY CREDIT SUPPORT INSTRUMENT UNDER THIS AGREEMENT, THE ADDITIONAL FACILITY ISSUER SHALL NOT BE COMMITTED TO ISSUE ANY OTHER CREDIT SUPPORT INSTRUMENT.

4.2 Issuance, Amendment, Renewal or Extension; Certain Conditions. To request the issuance of a Credit Support Instrument on the Borrower's own account or for any Subsidiary (or the amendment, renewal or extension of an outstanding Credit Support Instrument), the Borrower shall deliver in writing by hand delivery, email or facsimile (or transmit by electronic communication) to the Additional Facility Issuer (by at least 2:00 p.m. Local Time, three (3) Business Days before the requested date of issuance, amendment, renewal or extension or such shorter period as the Additional Facility Issuer may agree) a notice requesting the issuance of a Credit Support Instrument, or identifying the Credit Support Instrument to be amended, renewed or extended, and specifying the

date of issuance, amendment, renewal or extension, as the case may be (which shall be a Business Day), the date on which such Credit Support Instrument is to expire (which shall comply with Section 4.3 hereof), the amount and currency of such Credit Support Instrument, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend, as the case may be, such Credit Support Instrument. Each such notice shall be in the form of Exhibit A, appropriately completed (each, a "**Credit Support Instrument Request**"). If requested by the Additional Facility Issuer, the Borrower also shall submit an application on the Additional Facility Issuer's standard form in connection with any request for a Credit Support Instrument. A Credit Support Instrument shall be issued, amended, renewed or extended only if (and upon issuance, amendment, renewal or extension of any Credit Support Instrument the Borrower shall be deemed to represent and warrant that), after giving effect to such issuance, amendment, renewal or extension, the aggregate Credit Support Instrument Exposure shall not exceed the Additional Facility Amount. The ability to obtain Credit Support Instruments shall be fully revolving, and accordingly, Credit Support Instruments may be obtained to replace Credit Support Instruments that have expired or been terminated or that have been drawn upon and reimbursed.

4.3 Expiration Date. Each Credit Support Instrument shall expire at or prior to the close of business on (x) the earlier of (i) the date that is one year after the date of the issuance of such Credit Support Instrument (or, in the case of any extension thereof, the date to which it has been extended (not in excess of one year from the last applicable expiry date)) and (ii) the Additional Facility Maturity Date or (y) the date as otherwise agreed upon by the Borrower and the Additional Facility Issuer; provided that, if such expiry date is not a Business Day, such Credit Support Instrument shall expire at or prior to the close of business on the next succeeding Business Day; provided, further, that any Credit Support Instrument may, upon the request of the Borrower, include a provision whereby such Credit Support Instrument shall be renewed or extended automatically for additional consecutive periods of one year or less (but not beyond the Additional Facility Maturity Date, unless the Borrower complies with the immediately following proviso to this Section 4.3) unless the Additional Facility Issuer notifies the beneficiary thereof within the time period specified in such Credit Support Instrument or, if no such time period is specified, at least thirty (30) days prior to the then-applicable expiration date, that such Credit Support Instrument will not be renewed or extended; provided, further, that a Credit Support Instrument shall not be required to expire on the then current Additional Facility Maturity Date if such Credit Support Instrument is cash collateralized or backstopped pursuant to the first sentence in Section 4.8 hereof on the Additional Facility Maturity Date in an amount, by an institution and otherwise pursuant to arrangements, in each case reasonably acceptable to the Additional Facility Issuer; provided that if such Credit Support Instrument is cash collateralized or backstopped in an amount equal to 102% of the face amount of such Credit Support Instrument, such amount shall be deemed acceptable to the Additional Facility Issuer.

4.4 Reimbursement of Additional Facility Disbursements. If the Additional Facility Issuer shall make any Additional Facility Disbursement in respect of a Credit Support Instrument, the Borrower shall reimburse such Additional Facility Disbursement by paying to the Additional Facility Issuer an amount (in same day funds) equal to such

Additional Facility Disbursement not later than 4:00 p.m., New York City time, on the Business Day immediately following the day that the Borrower receives notice of such Additional Facility Disbursement (the "**Reimbursement Date**"), together with accrued interest or fees thereon in accordance with Section 4.7 hereof. Each reimbursement of an Additional Facility Disbursement shall be denominated in the currency in which such Additional Facility Disbursement was made.

4.5 Obligations Absolute. The Borrower's obligation to reimburse Additional Facility Disbursements as provided in Section 4.4 is absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Additional BBVA Facility Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Credit Support Instrument, this Additional BBVA Facility Agreement or any other Loan Document, or any term or provision herein or therein, (ii) any exchange, change, waiver or release of any Collateral for, or any other Person's guarantee of or other liability for, any of the Secured Obligations, (iii) the existence of any claim, set-off, defense or other right which the Borrower or the Additional Facility Issuer may have at any time against a beneficiary or any transferee of any Credit Support Instrument (or any Persons for whom any such transferee may be acting), or any other Person or against the Borrower, whether in connection herewith, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between the Borrower or one or more of its Subsidiaries and the beneficiary for which any Credit Support Instrument was procured), (iv) any draft or other document presented under a Credit Support Instrument proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (v) payment by the Additional Facility Issuer under a Credit Support Instrument against presentation of a draft or other document that does not comply strictly with the terms of such Credit Support Instrument (provided that the Borrower shall not be obligated to reimburse such Additional Facility Disbursements unless payment is made against presentation of a draft or other document that at least substantially complies with the terms of such Credit Support Instrument), (vi) any adverse change in the business, operations, properties, assets, condition (financial or otherwise) or prospects of the Borrower or any of its subsidiaries; (vii) any breach hereof or any other Loan Document by any party hereto or thereto, (viii) the fact that an Event of Default or a Default shall have occurred and be continuing, or (ix) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 4, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrower's obligations hereunder. As between the Borrower and the Additional Facility Issuer, the Borrower assumes all risks of the acts and omissions of, or misuse of the Credit Support Instrument issued by the Additional Facility Issuer and the proceeds thereof, by the respective beneficiaries of such Credit Support Instrument or any assignees or transferees thereof. In furtherance and not in limitation of the foregoing, neither the Additional Facility Issuer nor any of its Related Parties shall have any liability or responsibility for: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for and issuance of any such Credit Support Instrument, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged other than to confirm such documents comply with the terms of such Credit Support Instrument;

(ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Credit Support Instrument or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) failure of the beneficiary of any such Credit Support Instrument to comply fully with any conditions required in order to draw upon such Credit Support Instrument; (iv) its honor of any presentation under a Credit Support Instrument that appears on its face to substantially comply with the terms and conditions of such Credit Support Instrument; (v) any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Credit Support Instrument (including any document required to make a drawing thereunder); (vi) errors in interpretation of technical terms; (vii) any loss or delay in the transmission of any document required in order to make a drawing under any such Credit Support Instrument; (viii) the misapplication by the beneficiary of any such Credit Support Instrument of the proceeds of any drawing under such Credit Support Instrument; or (ix) any consequences arising from causes beyond the control of the Additional Facility Issuer, including any act by a Governmental Authority and fluctuation in currency exchange rates. None of the above shall affect or impair, or prevent the vesting of, any of the Additional Facility Issuer's rights or powers hereunder or place the Additional Facility Issuer under any liability to the Borrower or any other Person. Notwithstanding the foregoing, none of the above shall be construed to excuse the Additional Facility Issuer from liability to the Borrower to the extent of any direct damages (as opposed to special, indirect, consequential, incidental, exemplary or punitive damages, claims in respect of which are hereby waived by the Borrower to the extent permitted by Requirements of Law) suffered by the Borrower that are caused by the Additional Facility Issuer's failure to exercise care when determining whether drafts and other documents presented under a Credit Support Instrument comply with the terms thereof. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in substantial compliance with the terms of a Credit Support Instrument, the Additional Facility Issuer 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 (notwithstanding the appearance of substantial compliance) such documents are not in strict compliance with the terms of such Credit Support Instrument, and any such acceptance or refusal shall be deemed not to constitute bad faith, gross negligence or willful misconduct.

4.6 Disbursement Procedures. The Additional Facility Issuer shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Credit Support Instrument. The Additional Facility Issuer shall promptly notify the Borrower by telephone (to be confirmed in writing) or in writing by hand delivery, facsimile or other electronic transmission of such demand for payment and whether the Additional Facility Issuer has made or will make an Additional Facility Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve the Borrower of its obligations to reimburse the Additional Facility Issuer with respect to any such Additional Facility Disbursement in accordance with Section 4.4.

4.7 Interim Interest. If the Additional Facility Issuer shall make any Additional Facility Disbursement, then, unless the Borrower shall reimburse such Additional Facility Disbursement in full on the date such Additional Facility Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such Additional Facility Disbursement is made to but excluding the date that the Borrower reimburses such Additional Facility Disbursement, at the rate per annum then applicable to ABR Revolving Loans or, if such Additional Facility Disbursement is not denominated in dollars, at a rate per annum determined by the Additional Facility Issuer (which determination will be conclusive absent manifest error) to represent its cost of funds plus the Applicable Rate used to determine interest applicable to Term Benchmark Revolving Loans; provided that, if the Borrower fails to reimburse such Additional Facility Disbursement when due pursuant to Section 4.4, then in lieu of the interest described above, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to 2.00% per annum plus the rate applicable to ABR Revolving Loans; provided further that no amounts shall accrue pursuant to this Section 4.7 so long as the Additional Facility Issuer is a Defaulting Lender.

4.8 Cash Collateralization of Credit Support Instruments. If (i) effective immediately, without demand or other notice of any kind, as of any expiration date of a Credit Support Instrument, such Credit Support Instrument may for any reason remain outstanding and partially or wholly undrawn, (ii) effective immediately, without demand or other notice of any kind, as of the occurrence of any Event of Default under paragraph (h) or (i) of Section 7.01 of the Credit Agreement that has been incorporated into this Additional BBVA Facility Agreement and applied *mutatis mutandis*, or (iii) any Event of Default shall occur and be continuing, on the Business Day on which the Borrower receives notice from the Additional Facility Issuer demanding the deposit of cash collateral pursuant to this paragraph, the Borrower shall deposit in an account with a depositary bank that is the Additional Facility Issuer or a banking institution reasonably satisfactory to the Additional Facility Issuer, for the benefit of the Additional Facility Issuer, an amount of cash in dollars or an Alternative Currency equal to the Credit Support Instruments Exposure as of such date plus any accrued and unpaid interest thereon. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Additional Facility Issuer in Permitted Investments and at the Borrower's risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Notwithstanding anything to the contrary set forth in this Additional BBVA Facility Agreement, moneys in such account shall be applied by the Additional Facility Issuer first to reimburse the Additional Facility Issuer for Additional Facility Disbursements for which it has not been reimbursed and, to the extent not so applied, the balance shall be held for the satisfaction of the reimbursement obligations of the Borrower for the Additional Facility Exposure at such time. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days of request for such return after all Events of Default have been cured or waived.

4.9 Applicability of ISP and UCP. Unless otherwise expressly agreed by the Additional Facility Issuer and the Borrower when a Credit Support Instrument is issued or when it is amended with the consent of the beneficiary thereof, (i) the rules of the ISP shall apply to each standby letter of credit, and (ii) the rules of the UCP shall apply to each commercial letter of credit. Notwithstanding the foregoing, the Additional Facility Issuer shall not be responsible to the Borrower for, and the Additional Facility Issuer's rights and remedies against the Borrower shall not be impaired by, any action or inaction of the Additional Facility Issuer required or not prohibited under any law, order or practice that is required or not prohibited to be applied to any Credit Support Instrument or this Additional BBVA Facility Agreement, including the applicable law or any order of any Governmental Authority in a jurisdiction where the Additional Facility Issuer or the beneficiary is located, the practice stated in the ISP or UCP, as applicable, or in the decisions, opinions, practice statements or official commentary of the ICC Banking Commission, the Bankers Association for Finance and Trade (BAFT), or the Institute of International Banking Law & Practice, whether or not any Credit Support Instrument chooses such law or practice.

4.10 Extensions of Maturity Date. The Borrower may, by written notice to the Additional Facility Issuer (each an "Extension Request") given on any date no later than thirty (30) days prior to the then existing Additional Facility Maturity Date (the "Existing Maturity Date"), request that the Additional Facility Issuer extend the Existing Maturity Date by an additional 364 days, and the Additional Facility Maturity Date shall be so extended upon the written consent of the Additional Facility Issuer prior to the then current Existing Maturity Date.

5. Conditions of Utilization.

5.1 This Additional BBVA Facility Agreement shall not become effective unless each of the conditions precedent as set out in Section 4.01 (*Conditions; Effective Date*) of the Credit Agreement has been satisfied (or waived pursuant to Section 9.02 thereof). For purposes of determining whether the conditions set forth in Section 4.01 of the Credit Agreement have been satisfied, by releasing its signature page hereto, the Additional Facility Issuer shall be deemed to have consented to, approved, accepted or be satisfied with each document or other matter required thereunder to be consented to or approved by, or acceptable or satisfactory to the Additional Facility Issuer.

5.2 After the Effective Date, the issuance, amendment, renewal or extension of any Credit Support Instrument pursuant to Section 4.1 is subject to receipt of the request therefor in accordance herewith and to the satisfaction of the following conditions:

(a) The representations and warranties of each Loan Party set forth in the Loan Documents shall be true and correct in all material respects (or in the case of representations and warranties qualified as to materiality or Material Adverse Effect, in all respects) on and as of the date of issuance, amendment, renewal or extension of such Credit Support Instrument, as the case may be except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be true and correct in all material respects (or in the case of representations and warranties qualified as to materiality or Material Adverse Effect, in all respects) as of such earlier date.

(b) At the time of and immediately after giving effect to the issuance, amendment, renewal or extension of such Credit Support Instrument, as the case may be, no Default or Event of Default shall have occurred and be continuing.

6. Fees.

6.1 The Borrower agrees to pay to the Additional Facility Issuer a maintenance fee in the amount set forth in Schedule II attached hereto. The maintenance fee accrued through and including the last day of March, June, September and December of each year shall be payable on the fifteenth day following such last day, commencing on the first such date to occur after the Effective Date; provided that such fee shall be payable on the date on which the Additional Facility Amount terminates and the fee accruing after the date on which the Additional Facility Amount terminates shall be payable on demand. The maintenance fee shall be computed on the basis of a year of 365 days and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). If the Additional Facility Issuer is a Defaulting Lender, it shall not be entitled to receive or accrue any maintenance fee pursuant to this Section 6.1 for any period during which the Additional Facility Issuer is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to be paid to the Additional Facility Issuer).

6.2 The Borrower agrees to pay to the Additional Facility Issuer the Additional Facility Issuer's standard fees with respect to the issuance, amendment, renewal or extension of any Credit Support Instrument or processing of drawings thereunder, plus the charges and expenses, if any, of any person relating to the advising, confirming, negotiating, paying, collection, correspondent or similar act with respect to any Credit Support Instrument. Any such fees payable to the Additional Facility Issuer pursuant to this Section 6.2 shall be payable within 10 days after demand.

6.3 For the avoidance of doubt, the Additional Facility Issuer shall not be entitled to any other fees (including any fronting fees) set out in the Credit Agreement or the other Loan Documents with respect to the Additional Facility Amount under this Additional BBVA Facility Agreement.

7. Increased Costs, Taxes, Mitigation Obligations. Section 2.15 (Increased Costs), Section 2.17 (Taxes) and Section 2.19 (Mitigation Obligations; Replacement of Lenders) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional BBVA Facility Agreement (adopted to the character of this bilateral Additional BBVA Facility Agreement).

8. Representations and Warranties, Affirmative Covenants: The provisions of Articles III (*Representations and Warranties*) and Article V (*Affirmative Covenants*) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional BBVA Facility Agreement (adopted to the character of this bilateral Additional BBVA Facility Agreement).

9. Events of Default: For purposes of this Additional BBVA Facility Agreement, "**Event of Default**" shall mean the occurrence of any of the following events:

(a) the Borrower shall fail to make any payment (whether of principal, interest, premium or otherwise and regardless of amount) in respect of the Credit Agreement or any other Material Indebtedness when and as the same shall become due and payable (after giving effect to any applicable grace period under the documentation representing such Material Indebtedness) (for the purposes of this Additional BBVA Facility Agreement, "Material Indebtedness" shall exclude obligations under any Swap Agreement);

(b) any event or condition occurs that results in the Credit Agreement or any other Material Indebtedness becoming due or being terminated or required to be prepaid, repurchased, redeemed or defeased prior to its scheduled maturity or that enables or permits (with all applicable grace periods in respect of such event or condition under the documentation representing such Material Indebtedness having expired); the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to terminate or require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (ii) shall not apply to (x) any secured Indebtedness that becomes due as a result of the voluntary sale, transfer or other disposition (including as a result of a casualty or condemnation event) of the assets securing such Indebtedness (to the extent such sale, transfer or other disposition is not prohibited under this Agreement) or (y) any Indebtedness that becomes due as a result of a voluntary refinancing thereof permitted under Section 6.01 of the Credit Agreement that constitutes Material Indebtedness (it being understood that clause (i) of this Section 9 will apply to any failure to make any payment required as a result of such termination or similar event);

(c) failure to pay any reimbursement obligation in respect of any Additional Facility Disbursement or to pay any interest or fees in respect of this Additional BBVA Facility Agreement, in each case, within three (3) Business Days as the same shall become due and payable;

(d) any representation or warranty made or deemed made by or on behalf of the Borrower or any Restricted Subsidiary in this Additional BBVA Facility Agreement shall prove to have been incorrect in any material respect when made or deemed made and, to the extent capable of being cured, such incorrect representation or warranty shall remain incorrect for a period of 30 days following written notice thereof from the Additional Facility Issuer to the Borrower; or

(e) the Borrower shall default in the performance or observance of its obligations under Section 11.1 of this Additional BBVA Facility Agreement.

Upon and at any time after the occurrence of an Event of Default which is continuing, the Additional Facility Issuer may by notice to the Borrower: (i) reduce (including to $0) the Facility Amount hereunder, whereupon this Additional Facility shall immediately be wholly or partly cancelled; and/or (ii) demand that the Borrower deposit cash collateral as contemplated by Section 4.8 in the aggregate Credit Support Instrument Exposure of all outstanding Credit Support Instruments and, thereupon, the Credit Support Instrument Exposure of all outstanding

Credit Support Instruments so declared to be due and payable, together with accrued fees and other obligations of the Borrower 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 Borrower.

10. Miscellaneous.

10.1 Amendments, Modifications, Waivers.

This Additional BBVA Facility Agreement may not be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Additional Facility Issuer. Notwithstanding anything to the contrary herein or in any other Loan Document (including Section 9.02 (*Waivers; Amendments*) of the Credit Agreement), no amendment or waiver of any term of this Additional BBVA Facility Agreement shall require the consent of any Lender or other Secured Party other than the Additional Facility Issuer (and each assignee and Participant, to the extent set forth in Section 10.3 hereof), except to the extent that such amendment or waiver otherwise gives rise to a matter that would require an amendment of or waiver under the Credit Agreement, in which case the provisions of Section 9.02 (*Waivers; Amendments*) shall apply thereto.

10.2 Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone, 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 fax (to the extent fax information is provided below) or other electronic transmission, as follows:

If to the Borrower:

Solstice Advanced Materials Inc.
115 Tabor Road, Morris Plains, New Jersey 07950
Attention: Matthew Giordano; Jay Shah
Email: [reserved]
With a copy (which shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attention: Amy R. Shapiro, Esq.
Telephone: [***]
Email: [***]

If to the Additional Facility Issuer:

Banco Bilbao Vizcaya Argentaria, S.A. New York Branch
Corporate & Investment Banking

Two Manhattan West, 375 9th Avenue, 8th Floor, New York, NY 10001
Attention: Trade Finance Department
Telephone: [***]
Email: [***]
With a copy to: [reserved]

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by fax 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 subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Additional Facility Issuer hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures reasonably approved by the Additional Facility Issuer.

Unless the Additional Facility Issuer otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement) and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient,.

(c) Change of Address, Etc. The Borrower and the Additional Facility Issuer may change its address, electronic mail address, fax or telephone number, if applicable, for notices and other communications or website hereunder by notice to the other parties hereto.

10.3 Successors and Assigns.

(a) The provisions of this Additional BBVA Facility Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate of the Additional Facility Issuer), except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Additional Facility Issuer (and any attempted assignment or transfer by the Borrower without such consent shall be null and void), (ii) no assignment shall be made to any Defaulting Lender or any of its Subsidiaries, or any Persons who, upon becoming the Additional Facility Issuer hereunder, would constitute any of the foregoing Persons described in this clause (ii) and (iii) the Additional Facility Issuer may not assign or otherwise transfer its

rights or obligations hereunder except in accordance with this Section 10.3. Nothing in this Additional BBVA Facility Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto and their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of this Additional BBVA Facility Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, the Additional Facility Issuer may assign to one or more eligible assignees all of its rights and obligations under this Additional BBVA Facility Agreement with the prior written consent (such consent (except with respect to assignments to Disqualified Institutions) not to be unreasonably withheld or delayed) of the Borrower; provided that no consent of the Borrower shall be required for an assignment (x) to an Affiliate of the Additional Facility Issuer or (y) if a Specified Event of Default has occurred and is continuing (other than with respect to any assignment to a Disqualified Lender or an Affiliate of a Disqualified Lender); provided further that no assignee contemplated by the immediately preceding proviso shall be entitled to receive any greater payment under Section 2.15 or Section 2.17 of the Credit Agreement than the applicable assignor would have been entitled to receive with respect to the assignment made to such assignee, unless the assignment to such assignee is made with the Borrower's prior written consent; provided further that the Borrower shall have the right to withhold its consent to any assignment if in order for such assignment to comply with applicable law, the Borrower would be required to obtain the consent of, or make any filing or registration with, any Governmental Authority.

(ii) The parties to each assignment shall execute an assignment and assumption substantially in the form of Exhibit B (each such assignment and assumption, an "**Assignment and Assumption**") and such Assignment and Assumption shall include a representation by the assignee that the assignee is not a Disqualified Lender or an Affiliate of a Disqualified Lender.

(iii) From and after the effective date specified in each Assignment and Assumption, the assignee shall have the rights and obligations of the Additional Facility Issuer under this Additional BBVA Facility Agreement, and the assigning Additional Facility Issuer shall cease to be a party hereto but shall continue to be entitled to the benefits of (and subject to the obligations and limitations of) Section 7 hereof and to any fees payable hereunder that have accrued for the Additional Facility Issuer's account but have not yet been paid.

(iv) The Additional Facility Issuer, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in the United States a copy of each Assignment and Assumption a register for the recordation of the names and addresses of, and the Additional Facility Disbursements owing to, each assignee of the rights and obligations of the Additional Facility Issuer pursuant to the terms hereof from time to time, (the "**Register**"). The Register shall be available for inspection by the Borrower at any reasonable time and from time to time upon reasonable

prior notice. No assignment shall be effective for purposes of this Additional BBVA Facility Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) The Additional Facility Issuer may, without the consent of the Borrower, at any time pledge or assign a security interest in all or any portion of its rights under this Additional BBVA Facility Agreement to secure obligations of the Additional Facility Issuer, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other "central" bank, and this Section 10.3 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 the Additional Facility Issuer from any of its obligations hereunder or substitute any such pledgee or assignee for the Additional Facility Issuer as a party hereto.

(d) In the event that the Additional Facility Issuer is a Defaulting Lender and assigns its interest hereunder, the assignee of such interest shall be deemed a Defaulting Lender for all purposes of this Additional BBVA Facility Agreement until such assignee is no longer deemed a Defaulting Lender under the Credit Agreement pursuant to its terms.

(e) Notwithstanding the foregoing, no assignment may be made to a Disqualified Lender without the prior written consent of the Borrower; provided further that inclusion on the list of Disqualified Lenders shall not apply retroactively to disqualify any persons that have previously acquired an assignment if such person was not included on the list of Disqualified Lenders at the time of such assignment. Notwithstanding anything contained in this Additional BBVA Facility Agreement to the contrary, if any Additional Facility Issuer was a Disqualified Lender at the time of the assignment, following written notice from the Borrower to such Additional Facility Issuer, such Additional Facility Issuer shall promptly assign all rights and obligations held by such Additional Facility Issuer to an eligible assignee; provided that the Borrower shall not have any obligation to such Disqualified Lender or any other Person to find such an eligible assignee or accept or consent to any such assignment to itself or any other Person.

(f) (i) The Additional Facility Issuer may, without the consent of the Borrower, sell participations to one or more banks or other Persons (other than to a Person that is not an eligible assignee) (a "**Participant**") in all or a portion of the Additional Facility Issuer's rights and obligations under this Additional BBVA Facility Agreement (including all or a portion of its Credit Support Instrument Exposure and the Credit Support Instruments owing to it); provided that (A) the Additional Facility Issuer's obligations under this Additional BBVA Facility Agreement shall remain unchanged, (B) the Additional Facility Issuer shall remain solely responsible to the other parties hereto for the performance of such obligations and (C) the Borrower shall continue to deal solely and directly with the Additional Facility Issuer in connection with Additional Facility Issuer's rights and obligations under this Additional BBVA Facility Agreement. Any agreement or instrument pursuant to which the Additional Facility Issuer sells such a participation shall provide that the Additional Facility Issuer shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Additional BBVA Facility Agreement; provided that such agreement or instrument may provide that the Additional Facility Issuer will not, without the consent of the Participant, agree to any amendment, modification or waiver except for any amendment,

modification or waiver that (i) increases the Credit Support Instrument Exposure of any Participant, without the written consent of such Participant, (ii) reduces the principal amount of any Credit Support Instrument or reduces the reimbursement obligations of the Borrower for the Credit Support Instrument Exposure at such time (it being understood that a waiver of any Default or Event of Default shall not constitute a reduction or forgiveness of principal) or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Participant directly and adversely affected thereby, (iii) postpone the Additional Facility Maturity Date or the reimbursement date with respect to any Credit Support Instrument, or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waiver or excuse any such payment, without the written consent of each Participant directly and adversely affected hereby, (iv) release all or substantially all of the value of the Guarantees under the Guarantee Agreement without the written consent of each such Participant and (v) release all or substantially all the Collateral from the Liens of the Security Documents without the written consent of each such Participant.

(ii) The Additional Facility Issuer shall, solely for the purpose of selling a participation, act as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and related interest amounts) of each participant's interest in the Credit Support Instruments or other obligations under this Additional BBVA Facility Agreement (the "**Participant Register**"). The entries in the Participant Register shall be conclusive, absent manifest error, and the parties hereto shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Additional BBVA Facility Agreement notwithstanding any notice to the contrary. The Additional Facility Issuer shall not have any obligation to disclose all or any portion of its Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Credit Support Instrument Exposure, Credit Support Instruments or other obligations hereunder) except to the extent that the relevant parties, acting reasonably and in good faith, determine that such disclosure is necessary in connection with a Tax audit or other proceeding to establish that any Credit Support Instrument or other obligation hereunder is in registered form for U.S. federal income tax purposes.

(iii) A Participant shall not be entitled to receive any greater payment than the Additional Facility Issuer would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent.

10.4 Survival.

All covenants, agreements, representations and warranties made by the Loan Parties in this Additional BBVA Facility Agreement and in the certificates or other instruments delivered in connection with or pursuant to this Additional BBVA Facility Agreement shall survive the

execution and delivery of this Additional BBVA Facility Agreement and the issuance of any Credit Support Instruments, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Additional Facility Issuer may have had notice or knowledge of any Default or incorrect representation or warranty at the time this Agreement is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect until the Additional Facility Maturity Date. The provisions of Section 7 and Sections 10.7, 10.8, 10.10 and 10.11 hereof shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the expiration or termination of the Credit Support Instruments or the termination of this Additional BBVA Facility Agreement or any provision hereof.

10.5 Counterparts; Integration; Effectiveness.

This Additional BBVA Facility 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 Additional BBVA Facility Agreement and any separate letter agreements with respect to fees payable to the Additional Facility Issuer constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 5.1 hereof, this Additional BBVA Facility Agreement shall become effective when it shall have been executed by the Additional Facility Issuer and when the Additional Facility Issuer shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Additional BBVA Facility Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Additional BBVA Facility Agreement by facsimile transmission or other electronic transmission (e.g., a ".pdf" or ".tif" file) shall be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words "execution," "execute," "executed," "signed," "signature" and words of like import shall be deemed to include electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based record keeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act. To the extent the Additional Facility Issuer has agreed to accept any electronic signature, the Additional Facility Issuer shall be entitled to rely on such electronic signature purportedly given by or on behalf of, the Borrower or any other party without further verification thereof and without any obligation to review the appearance or form of any such electronic signature.

10.6 Severability.

Any provision of this Additional BBVA Facility Agreement 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 hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

10.7 Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Additional BBVA Facility Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise and whether at law or in equity) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

(b) The Borrower irrevocably and unconditionally agrees that it will not, and will not permit any controlled Subsidiary to, commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Additional Facility Issuer of any of the foregoing in any way relating to this Additional BBVA Facility Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of such courts and agrees that all claims in respect of any action, litigation or proceeding shall be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each party hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Additional BBVA Facility Agreement shall affect any right that the Additional Facility Issuer may otherwise have to bring any action, litigation or proceeding relating to this Additional BBVA Facility Agreement against the Borrower or any of its properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action, litigation or proceeding arising out of or relating to this Additional BBVA Facility Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 10.7. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Additional BBVA Facility Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.2. Nothing in this Additional BBVA Facility Agreement will affect the right of any party to this Additional BBVA Facility Agreement to serve process in any other manner permitted by law.

10.8 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY

ARISING OUT OF OR RELATING TO THIS ADDITIONAL BBVA FACILITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY WHETHER AT LAW OR IN EQUITY). 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 ADDITIONAL BBVA FACILITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.8.

10.9 Headings.

Article and Section headings used herein are for convenience of reference only, are not part of this Additional BBVA Facility Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Additional BBVA Facility Agreement.

10.10 Confidentiality.

Section 9.12 (Confidentiality) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional BBVA Facility Agreement (adopted to the character of this bilateral Additional BBVA Facility Agreement).

10.11 Indemnity and Expenses.

Section 9.03 (Expenses; Indemnity; Damage Waiver) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional BBVA Facility Agreement (adopted to the character of this bilateral Additional BBVA Facility Agreement).

10.12 Bail in.

Section 9.18 (Acknowledgement and Consent to Bail-In of Affected Financial Institutions) of the Credit Agreement shall apply *mutatis mutandis* as if such clauses were set out expressly in this Additional BBVA Facility Agreement (adopted to the character of this bilateral Additional BBVA Facility Agreement).

11. Collateral Matters.

11.1 Collateral and Guarantee Maintenance.

(a) If all obligations under the Loan Documents and all security interests under the Security Documents are automatically released pursuant to the second sentence of Section 9.14(d) of the Credit Agreement, and at such time any Credit Support Instruments remain outstanding under this Additional BBVA Facility Agreement, then the Borrower shall, prior to or substantially concurrently with such termination and release (the "**Replacement Date**"), at the Borrower's option (and in the cases of clauses (ii) and (iii), subject to the Additional Facility Issuer's reasonable consent), either:

(i) cash collateralize or backstop each Credit Support Instrument outstanding pursuant to the first sentence in Section 4.8; or

(ii) deliver to the Additional Facility Issuer guarantee and collateral documents (collectively, the "**Replacement Collateral Documents**") that (A) provide Guarantees from the same Guarantors as guaranteed the Obligations under the Credit Agreement immediately prior to its termination, on substantially the same terms; (B) grant security interests in substantially the same Collateral securing the Obligations under the Credit Agreement immediately prior to its termination; (C) provide the Additional Facility Issuer with substantially the same rights, remedies, and priorities (including representations and warranties, affirmative covenants and negative covenants) as were provided to the Lenders under the Loan Documents immediately prior to the termination of the Credit Agreement; and (D) are otherwise in form and substance reasonably satisfactory to the Additional Facility Issuer; provided that the Borrower's obligation under this Section 11.1(a)(ii) shall be deemed satisfied upon the Additional Facility Issuer's execution of the Replacement Collateral Document, which execution the Additional Facility Issuer agrees shall not be unreasonably withheld, conditioned or delayed; provided that the Borrower may deliver the Replacement Collateral Documents up to sixty (60) days (or such longer period as the Additional Facility Issuer may agree) following the Replacement Date, so long as the Borrower deposits cash collateral in a manner consistent with Section 4.8 in the aggregate Credit Support Instrument Exposure of all outstanding Credit Support Instruments on the Replacement Date and maintains such deposit until the Replacement Collateral Documents are executed; provided, further, that to the extent that substantially concurrently with the Replacement Date, any Collateral or Guarantees, pursuant to a transaction or otherwise, would be permitted to be released or would be automatically released under the Credit Agreement (assuming such Credit Agreement were in effect), such Collateral and such Guarantees shall not be required to be included in or provided under the Replacement Collateral Document; or

(iii) cause the Additional Facility Issuer to become a "secured party" (or equivalent term) under any credit facility that provides substantially the same collateral and guarantee support and rights, remedies, and priorities (including representations and warranties, affirmative covenants and negative covenants) as were provided to the Lenders under the Loan Documents or on market terms at the time such credit facility is entered into (or as otherwise reasonably satisfactory to the Additional Facility Issuer), to that which existed under the Credit Agreement at the time of termination.

(b) The Additional Facility Issuer agrees to reasonably cooperate with the Borrower in connection with the preparation, execution, and perfection of any Replacement Collateral

Documents, including executing such documents and taking such actions as are reasonably necessary to perfect security interests granted thereunder.

(c) The Replacement Collateral Documents shall be subject to customary intercreditor arrangements (including by joinder of the Additional Facility Issuer to any Acceptable Intercreditor Agreements) if the Borrower has other secured Indebtedness outstanding at the time of delivery and the Additional Facility Issuer agrees to reasonably cooperate with the Borrower in connection with the preparation, negotiation and execution thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Additional BBVA Facility Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SOLSTICE ADVANCED MATERIALS INC.

By: /s/ Thilo Huber
Name: Thilo Huber
Title: Treasurer

[*Signature Page to Additional BBVA Facility Agreement*]

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. NEW YORK BRANCH

By: /s/ Maria Galvez Penttinen
Name: Maria Galvez Penttinen
Title: Executive Director GTF

By: /s/ Armen Semizian
Name: Armen Semizian
Title: Managing Director

[*Signature Page to Additional BBVA Facility Agreement*]

EXHIBIT A

Form of Credit Support Instrument Request

Banco Bilbao Vizcaya Argentaria, S.A. New York Branch
Corporate & Investment Banking
as Additional Facility Issuer

Two Manhattan West, 375 9th Avenue, 8th Floor, New York, NY 10001
Telephone: 212-728-1725
Attention: Trade Finance Department
Email: [reserved]
With a copy to: [reserved]

[_] 20[_][1]

Ladies and Gentlemen:

The undersigned hereby refers to the Additional BBVA Facility Agreement dated as of October 29, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Additional BBVA Facility Agreement"), by and among Solstice Advanced Materials Inc., a Delaware Corporation (the "Borrower") and Banco Bilbao Vizcaya Argentaria, S.A. New York Branch, as Additional Facility Issuer (the "Additional Facility Issuer"). Unless otherwise defined herein, all capitalized terms used herein and defined in Additional BBVA Facility Agreement.

We hereby request that the Additional Facility Issuer, in its individual capacity, [issue / amend / renew] / extend] [a/an] [existing] [Demand Guarantee] [[Letter of Credit] on [●][2] (the "Applicable Date"), which [Demand Guarantee / Letter of Credit] shall be in the aggregate amount of [●][3] and shall be for the account of [●][4]. The beneficiary of the requested [Demand Guarantee / Letter of Credit] is [●][5], and such [Demand Guarantee / Letter of Credit] will have a stated expiration date of [●][6].

[Such Letter of Credit is a [performance][EPA or workers compensation-related][financial] letter of credit.]

---

[1] Must be delivered to the Additional Facility Issuer by at least 2:00 p.m. Local Time, three (3) Business Days in advance of the requested date of issuance, amendment, extension or renewal or such shorter period as the Additional Facility Issuer may agree.

[2] Insert date of issuance, which must be a Business Day.

[3] Insert aggregate initial amount and currency of Demand Guarantee / Letter of Credit.

[4] Insert name of account party.

[5] Insert name and address of beneficiary.

[6] Date may not be later than the Additional Facility Maturity Date (unless cash collateralized or backstopped pursuant to the terms of the Additional BBVA Facility Agreement.

We hereby certify that:

(A) the representations and warranties of the Loan Parties set forth in the Loan Documents are true and correct in all material respects on and as of the Applicable Date with the same effect as though such representations and warranties had been made on and as of the Applicable Date; provided that to the extent that a representation and warranty specifically refers to an earlier date, it is true and correct in all material respects as of such earlier date; provided further that to the extent any representation and warranty is qualified as to "materiality," "Material Adverse Effect" or similar language, it shall be true and correct in all respects on the Applicable Date or on such earlier date, as the case may be; [and]

(B) as of the Applicable Date and immediately after giving effect to the requested issuance, amendment renewal or extension of such [Demand Guarantee / Letter of Credit], no Default or Event of Default exists; [and]

(C) [such account party is a Subsidiary].[7]

[Signature Page Follows]

[7] To be included if the Demand Guarantee / Letter of Credit is being issued to an entity other that Solstice Advanced Materials Inc.

SOLSTICE ADVANCED MATERIALS INC.

_____

Name:
Title:

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between the Assignor named below (the "Assignor") and the Assignee named below (the "Assignee"). It is understood and agreed that the rights and obligations of the Assignor and the Assignee hereunder are several and not joint. Capitalized terms used but not defined herein shall have the meanings given to them in the Additional BBVA Facility Agreement identified below (the "Additional BBVA Facility Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex A attached hereto (the "Standard Terms and Conditions") are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Additional BBVA Facility Agreement, as of the Effective Date inserted by the Assignor as contemplated below (i) 100% of the Assignor's rights and obligations in its capacity as Additional Facility Issuer under the Additional BBVA Facility Agreement and any other documents or instruments delivered pursuant thereto and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as the Additional Facility Issuer) against any Person, whether known or unknown, arising under or in connection with the Additional BBVA Facility Agreement, any other documents or instruments delivered pursuant thereto or the transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1.	Assignor:	[Assignor Name] [and is a Defaulting Lender]
2.	Assignee:	[Assignee Name] [and is an Affiliate of [Additional Facility Issuer Name] [and is not a Disqualified Lender] Assignee is an Affiliated Lender: [yes] [no]
3.	Borrower:	Solstice Advanced Materials Inc.
4.	Additional BBVA Facility Agreement:	The Additional BBVA Facility Agreement, dated as of October 29, 2025, between the Borrower and Banco Bilbao Vizcaya Argentaria, S.A. New York Branch, as amended,

amended and restated, supplemented or otherwise modified from time to time.

5. Effective Date:[8] _____, 20__

[8] To be inserted by Assignor and which shall be the effective date of recordation of transfer in the register therefor.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR:
[NAME OF ASSIGNOR]
By:
Name:
Title:
ASSIGNEE:
[NAME OF ASSIGNEE]
By:
Name:
Title:

[Consented to:][9]

SOLSTICE ADVANCED MATERIALS INC.

By: _____

Name:
Title:

[9] To be added only if the consent of the Borrower is required by the terms of the Additional BBVA Facility Agreement.

ANNEX A

STANDARD TERMS AND CONDITIONS FOR

ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it [is] [is not] a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Additional BBVA Facility Agreement, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Additional BBVA Facility Agreement or the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of the Additional BBVA Facility Agreement any Loan Document, or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under the Additional BBVA Facility Agreement or any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Additional BBVA Facility Agreement, (ii) it meets all the requirements to be an assignee under Section 10.3 of the Additional BBVA Facility Agreement (subject to such consents, if any, as may be required under the Additional BBVA Facility Agreement) and is not a Disqualified Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Additional BBVA Facility Agreement as the Additional Facility Issuer thereunder and, to the extent of the Assigned Interest, shall have the obligations of the Additional Facility Issuer thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Additional BBVA Facility Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 8 thereof, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, (vi) it has independently and without reliance upon the Assignor and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, (vii) if it is not a United States person, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Additional BBVA Facility Agreement, duly completed and executed by the Assignee and (viii) if it is an Affiliated Lender, it has indicated its status as such in the space provided on the first page of the Assignment and Assumption; and (b) agrees that (i) it will, independently and without reliance on the Assignor, 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 the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Additional BBVA Facility Agreement and the other Loan Documents are required to be performed by it as the Additional Facility Issuer.

2. Payments. From and after the Effective Date referred to in this Assignment and Assumption, the Borrower shall make all payments in respect of the Assigned Interest (including payments of fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

ANNEX A-2

SOLSTICE ADVANCED MATERIALS INC. SEVERANCE PLAN

FOR DESIGNATED OFFICERS

Effective as of

October 30, 2025

GENERAL PROVISIONS

1. Purpose and Scope

The purpose of the Solstice Advanced Materials Inc. Severance Plan for Designated Officers (the "Plan") is to provide severance related benefits to select eligible employees of Solstice Advanced Materials Inc. and its participating divisions, subsidiaries and affiliates who are employed in a position that is designated as being an officer of Solstice by the Board and whose employment relationship is involuntarily terminated at the initiative of the Company for reasons other than Cause and who are thereafter, as a result of such termination, no longer employed by the Company or any successor thereto.

This Plan is intended to be an unfunded "welfare benefit plan" within the meaning of Section 3(1) of ERISA and is being maintained as a "top hat" plan for a select group of management or highly compensated employees.

The terms of this Plan are intended to, and shall be interpreted so as to, comply in all respects with the provisions of Section 409A of the Code, and the regulations and rulings promulgated thereunder (collectively, "Code Section 409A") and, if necessary, any provision of the Plan shall be held null and void to the extent such provision (or any part thereof) fails to comply with Code Section 409A.

This Plan is comprised of Part I--Provisions Prior to a Change in Control, and Part II--Special Provisions That Become Effective Only Upon a Change in Control.

2. Effective Date

The Plan is hereby effective as of October 30, 2025.

PART I

PROVISIONS PRIOR TO A CHANGE IN CONTROL

3. Definitions

As used throughout the Plan unless otherwise clearly or necessarily indicated by context:

(a) **"Annual Base Salary"** means an amount equal to the product of (i) Base Salary, and (ii) twelve (12).

(b) **"Annual Incentive Compensation"** means, except as provided in Section 23(a), an amount equal to the product of the Participant's (i) Incentive Award Target Percentage for the calendar year in which Participant's Covered Termination occurs, and (ii) Annual Base Salary.

(c) **"Base Salary"** means the highest monthly base salary (as reflected on the Company's books and records) payable to a Participant during the thirty-six (36) month period preceding a Covered Termination.

(d) **"Board"** means Solstice's Board of Directors.

(e) **"Cause"** means any of the following: (i) clear evidence of a significant violation of the Company's Code of Business Conduct; (ii) the misappropriation, embezzlement or willful destruction of Company property; (iii)(A) the willful failure to perform, (B) gross negligence in the performance of, or (C) intentional misconduct in the performance of, a Participant's duties that results in harm to the business of the Company; (iv) the conviction (treating a nolo contendere plea as a conviction) of a felony (whether or not any right to appeal has been or may be exercised); (v) the failure to cooperate fully in a Company investigation or the failure to be fully truthful when providing evidence or testimony in such investigation; or (vi) clear evidence of the willful falsification of any financial records of the Company that are used in compiling the Company's financial statements or related disclosures, with the intent of violating Generally Accepted Accounting Principles or, if applicable, International Financial Reporting Standards. In the case of a determination under Part I of the Plan, Cause shall be determined by the Chief Executive Officer of the Company, with the concurrence of the Board and with the advice of the Company's functional leaders with expertise in such matters.

(f) **"Change in Control"** is deemed to occur at the time (i) any entity, person or group (as defined under Treasury Regulation § 1.409A-3(i)(5)(v)(B)), other than the Company or any savings, pension or other benefit plan maintained for the benefit of the Company's employees, that theretofore beneficially owned less than 50% of the Common Stock then outstanding, acquires ownership of Common Stock which results in such entity, person or group owning 50% or more of the total fair market value or total voting power of the Company's Common Stock; (ii) any entity, person or group (as defined under Treasury Regulation § 1.409A-3(i)(5)(v)(B)), other than the Company or any savings, pension or other benefit plan maintained for the benefit of the Company's employees, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) ownership of Common Stock possessing 30% or more of the total voting power of the Company's Common Stock; (iii) any one person, or more than one person acting as a group (as defined in Treasury Regulation § 1.409A-3(i)(5)(v)(B)) acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company and its subsidiaries on a consolidated basis that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all of the assets of the Company and its subsidiaries on a consolidated basis immediately before such acquisition or acquisitions. For purposes of this clause (iii), "gross fair market value" means the value of the assets of the Company and its subsidiaries on a consolidated basis, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets; or (iv) a majority of members of the Board is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of the appointment or election. The foregoing clauses (i) through (iv) shall be interpreted in a manner that is consistent with the Treasury Regulations promulgated pursuant to Section 409A of the Code so that all, and only, such transactions or events that could qualify as a "change in control event" within the meaning of Treasury Regulation § 1.409A-3(i)(5)(i) shall be deemed to be a Change in Control for purposes of this Plan.

(g) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.

(h) **"Common Stock"** means the common stock of Solstice or such other stock into which the common stock may be changed as a result of split-ups, recapitalizations, reclassifications and any similar transaction.

(i) **"Company"** means Solstice and its subsidiaries and affiliated entities, as well as their respective successors.

(j) **"Covered Termination"** means, except as provided in Section 23(c), a termination event giving rise to Severance Benefits under this Plan, as detailed in Section 7 hereof.

(k) **"Determination Year"** means the calendar year with respect to which performance is measured for purposes of determining the amount of a Participant's Incentive Award.

(l) **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time, together with applicable final regulations thereunder.

(m) **"Incentive Award"** means the short-term incentive compensation award payable and determined pursuant to the Company's short-term incentive compensation plan, and shall not include any other performance or incentive award.

(n) **"Incentive Award Target Percentage"** means the Participant's short-term incentive compensation target percentage, as maintained in the Company's executive compensation records.

(o) **"Last Day of Active Employment"** means a Participant's final day of employment with the Company (typically the day prior to the date the Participant would be eligible to commence the receipt of Severance Benefits), and shall in no case be later than the date on which the Participant's active employment with the Company is severed within the meaning of Code Section 409A.

(p) **"Medical Leave of Absence"** means an absence from active employment due to a Participant's inability to perform the functions of his or her job, provided that during such absence the Participant (i) is receiving short-term disability benefits, (ii) is receiving long-term disability benefits, (iii) is on a medical leave of absence granted by the Company, or (iv) any combination of (i)-(iii).

(q) **"Participant"** means Solstice's Chief Executive Officer, a Direct Report Officer Participant or a Non-Direct Report Officer Participant.

(i) **"Direct Report Officer Participant"** means an individual who is designated as an officer of Solstice by the Board, and who is in a direct reporting relationship to Solstice's Chief Executive Officer.

(ii) **"Non-Direct Report Officer Participant"** means an individual who is designated as an officer of Solstice by the Board, but who is not in a direct reporting relationship to Solstice's Chief Executive Officer.

(r) **"Pay Continuation"** means the component of the Severance Benefit described in Section 5(a)(i).

(s) **"Plan Administrator"** means the person defined in Section 10(a).

(t) **"Pro Rata Factor"** means (i) for the Determination Year in which a Covered Termination occurs, a fraction the numerator of which is equal to the number of calendar months which have elapsed from the first day of the calendar month following the Covered Termination through December 31st of the Determination Year, and the denominator of which is twelve, and (ii) for any subsequent Determination Year, a fraction the numerator of which is equal to the Severance Pay Factor, reduced by the number of calendar months that have elapsed from the first day of the calendar month following the Covered Termination through December 31st of the year preceding the Determination Year, and the denominator of which is twelve; provided, however, that the Pro Rata Factor shall never be greater than 1.0.

(u) **"Prorated Annual Incentive Compensation"** means the component of the Severance Benefit described in Section 5(a)(ii).

(v) **"Release"** has the meaning set forth in Section 5(b) of the Plan.

(w) **"Severance Benefit"** means the severance benefit described in Section 5(a) of the Plan.

(x) **"Severance Pay Factor"** means, with respect to any Participant, the number of months of Pay Continuation to which a Participant is entitled as specified in Section 5(a)(i).

(y) **"Severance Period"** means the period during which a Participant is receiving Pay Continuation or, but for a lump sum payment of Pay Continuation benefits after a Change in Control in accordance with Section 25(a), would be receiving Pay Continuation.

(z) **"Solstice "** means Solstice Advanced Materials Inc., a Delaware corporation.

4. Participation

A Participant shall continue to be a eligible for Severance Benefits under this Plan until the earlier of (i) the date the employment relationship with the Company is severed for reasons other than a Covered Termination, or (ii) the date the Participant ceases to satisfy the definition of Participant hereunder; provided, however, any Participant who ceases to satisfy the definition of Participant hereunder on or after a Change in Control shall nevertheless continue to be a Participant in the Plan. A Participant who is at any time the subject of a Covered Termination shall continue to be a Participant until all of the benefits to which he or she is entitled under the Plan, if any, have been paid.

5. Amount and Payment of Severance Benefits

(a) Eligibility for Benefits. Subject to subparagraphs (b) – (e) below, a Participant who is the subject of a Covered Termination shall receive the benefits described in this subparagraph (a).

(i) Pay Continuation.

(A) Solstice's Chief Executive Officer shall receive a benefit in an amount equal to twenty-four (24) months of Base Salary or, following a Change in Control, thirty-six (36) months of Base Salary

(B)

A Direct Report Officer Participant shall receive a benefit in an amount equal to twelve (12) months of Base Salary or, following a Change in Control, twenty (24) months of Base Salary.

(C) A Non-Direct Report Officer Participant with less than two (2) years of service with the Company shall receive a benefit in an amount equal to six (6) months of Base Salary. A Non-Direct Report Officer Participant with two (2) or more years of service with the Company shall receive a benefit in an amount equal to nine (9) months of Base Salary.

(ii) Prorated Annual Incentive Compensation. During the Severance Period, Solstice's Chief Executive Officer or a Direct Report Officer Participant shall receive an amount equal to his or her Annual Incentive Compensation multiplied by the applicable Pro Rata Factor. No Prorated Annual Incentive Compensation shall be payable for any Determination Year with respect to which the Pro Rata Factor is less than or equal to zero.

(iii) Benefit Continuation. To the extent otherwise provided in the applicable plan documents and policies, Participants shall be eligible to continue their employee benefits during the Severance Period at active employee coverage levels and active employee contribution rates, if any.

(b) Benefits Conditioned on Release. Notwithstanding anything in this Section 5 to the contrary, all benefits under this Plan (except benefits provided pursuant to Part II) shall be provided in consideration for, and conditioned upon, (i) the execution and non-revocation of a release by the Participant of all claims, known or unknown, arising on or before the date of the release against the Company and its officers, directors and employees in the form and manner prescribed by the Company (which release may include cooperation, nondisclosure, non-competition, non-disparagement and confidentiality covenants) (the "Release"), (ii) the affirmation or initial agreement (as the case may be), in a form and manner prescribed by the Company, of the Participant's obligations under confidentiality, non-solicitation and intellectual property covenants in favor of the Company (which affirmation/initial agreement may be made part of the Release), (iii) the execution of a non-competition agreement by the Participant in favor of the Company in a form and manner prescribed by the Company (which non-competition agreement may be made part of the Release), (iv) the repayment of any amounts due to the

Company, and (iv) the return by the Participant to the Company of all property of the Company, including any and all electronic devices, documents, electronic data, trade secrets, proprietary and confidential information in the Participant's possession, custody or control.

A Participant must execute all required documents, including the Release, not later than sixty (60) days after the Participant's Last Day of Active Employment. If a Participant fails to execute such documents within the required time period, the Participant shall not be entitled to receive Severance Benefits under this Plan.

Notwithstanding anything herein to the contrary, if the period during which a Participant has to sign and revoke the Release begins in one taxable year of the Participant and ends in the Participant's subsequent taxable year, any amounts payable under the Plan will commence in the subsequent taxable year.

(c) Suspension of Benefits. The Company may, in its sole discretion, terminate or suspend all Plan benefits upon learning, or having good reason to believe, that the Participant has violated the conditions and covenants described in Section 5(b). In such case, any consideration received by a Participant prior to the date of such cessation or suspension of Plan benefits shall be considered adequate consideration for the Release and other covenants hereunder. The Company's right to suspend or terminate Plan benefits hereunder shall not preclude the Company from pursuing other remedies for such violations, including, without limitation, seeking injunctive relief.

(d) Nonduplication of Benefits. Any benefit determined to be payable to a Participant under this Plan shall, subject to and consistent with Code Section 409A, be reduced by the amount of any similar severance, redundancy or employment termination benefit payable to the Participant under (i) any other severance plan sponsored or funded by the Company, (ii) any agreement between the Company and the Participant, whether oral or written, express or implied, relating to termination related benefits, or (iii) any statutory or court mandated entitlement (including entitlements under foreign law), regardless of whether the benefit determined under such other plan, agreement, statutory or court mandated entitlement is payable at an earlier or a later date than payments under the Plan, it being the intention of this subparagraph (d) to protect the Company from the payment of duplicative severance, redundancy or employment termination benefits.

6. Form and Timing of Benefit Payments

Except as provided in Section 25, any Pay Continuation shall be paid in substantially equal periodic installments corresponding to the Participant's normal payroll period commencing after the Participant's Last Day of Active Employment. Any Prorated Annual Incentive Compensation shall be paid annually in accordance with the Company's normal practices with respect to the payment of incentive compensation awards. Notwithstanding the foregoing, the Company may, at its sole discretion, delay the commencement of Severance Benefits until the Participant has executed a Release and the time period for revoking such Release, if applicable, has expired. In such case, the Company shall commence Severance Benefits upon the receipt of

the Release or the expiration of the revocation period, as applicable, and any arrearages paid as part of the next payroll period.

Payment of Severance Benefits shall cease in the event a Participant (i) accepts re-employment with the Company, or (ii) commences the receipt of his or her pension benefits from a Company-sponsored defined benefit pension plan.

7. Covered Terminations

In order to be eligible for Severance Benefits under Section 5, a Participant must be the subject of a Covered Termination. A Covered Termination generally means an involuntary termination of employment initiated by the Company. In no event, however, shall the following events constitute a Covered Termination:

(a) an involuntary termination for Cause;

(b) the death of a Participant during active employment;

(c) the Participant's failure to timely return to work upon expiration of an authorized leave of absence. Such a Participant will be treated as having voluntarily resigned from the Company;

(d) a termination of employment initiated as a result of a Participant's refusal to accept a transfer to another Company location; provided, however, a Participant whose employment is terminated within two (2) years following a Change in Control solely as a result of his or her refusal to transfer to another Company location that is more than 50 miles from his or her work location immediately prior to a Change in Control shall be treated as having been subject to a Covered Termination;

(e) in the case of a sale or other disposition of the Participant's subsidiary, division or other business unit or operation, a termination of employment initiated as a result of a Participant's refusal to accept an offer of employment with the successor entity; provided, however, in such case a Covered Termination shall be deemed to have occurred only if the Participant is not offered substantially comparable employment with the successor entity, as determined by the Plan Administrator, in its sole discretion. Notwithstanding the preceding sentence, a Participant whose employment is terminated within two (2) years following a Change in Control solely as a result of his or her refusal to accept employment with the successor entity at a location that is more than 50 miles from his or her work location immediately prior to a Change in Control shall be treated as having been subject to a Covered Termination; or

(f) if the Participant does not return to active employment within eighteen (18) months of commencing a Medical Leave of Absence; provided, however, if a Participant is medically cleared to return to work (with documentation reasonably acceptable to the Company) before the conclusion of such eighteen (18) month period and is ready and willing to do so but does not return to active employment because (i) no comparable job for which the Participant is qualified is available, or (ii) such Participant is unable to locate another comparable Company

position within thirty (30) days following his or her return to work, then such Participant shall be treated as having been subject to a Covered Termination.

8. Forfeiture of Benefits

Notwithstanding anything in the Plan to the contrary and except as provided in Section 25(b), the Company reserves the right in its sole and absolute discretion to cancel all benefits under this Plan in the event a Participant engages in any activity that the Company considers detrimental to its interests, as determined by Solstice's general counsel or chief human resources officer, or their delegees. Activities that the Company considers detrimental to its interests include, but are not limited to:

(a) any effort on the part of a Participant, either directly or indirectly, to recruit or solicit employees of the Company for employment with another company without the written approval of Solstice;

(b) any effort on the part of a Participant, either directly or indirectly, to recruit or solicit customers of the Company;

(c) the disclosure of any Company confidential or proprietary information, or the breach of any obligations under the Participant's agreements relating to intellectual property and confidential information;

(d) any intentional misconduct that is, or may be, damaging to the property or business of the Company;

(e) the commission of a fraud or misappropriation of property, proprietary information, intellectual property or trade secrets of the Company for personal gain or for the benefit of another party;

(f) knowingly making false or misleading statements about the Company or its products, officers or employees to competitors, customers or potential customers of the Company, or to current or former employees of the Company;

(g) a Participant's holding himself or herself out as an active employee of the Company; or

(h) breaching any of the terms of the Release or any intellectual property, confidentiality or noncompetition agreement or covenant.

9. Payment of Benefits Upon Death

If a Participant dies after signing and returning the Release, without revoking the Release, and before all Severance Benefits have been paid, the balance of such payments will be paid to the Participant's estate in a lump sum within sixty (60) days following the Participant's death.

10. Administration

(a) Plan Administration. Except as provided in Section 26, the Plan shall be administered by the Plan Administrator, who shall have the powers and authorities as described in this Section 10. The Plan Administrator shall be the Company's chief human resources officer, or his designee.

The Plan Administrator shall serve without additional compensation. The Plan Administrator shall keep or cause to be kept such records and shall prepare or cause to be prepared such returns or reports as may be required by law or necessary for the proper administration of the Plan.

(b) Powers and Duties of Plan Administrator. The Plan Administrator shall have the full discretionary power and authority to (i) construe and interpret the Plan (including, without limitation, supplying omissions from, correcting deficiencies in, or resolving inconsistencies or ambiguities in, the language of the Plan); (ii) determine all questions of fact arising under the Plan, including questions as to eligibility for and the amount of benefits; (iii) establish such rules and regulations (consistent with the terms of the Plan) as it deems necessary or appropriate for administration of the Plan; (iv) delegate responsibilities to others to assist it in administering the Plan; and (v) perform all other acts it believes reasonable and proper in connection with the administration of the Plan. The Plan Administrator shall be entitled to rely on the records of the Company in determining any Participant's entitlement to, and the amount of, Severance Benefits under the Plan. Any determination of the Plan Administrator, including interpretations of the Plan and determinations of questions of fact, shall be final and binding on all parties.

The Plan Administrator may retain attorneys, consultants, accountants or other persons (who may be employees of the Company) to render advice and assistance and may delegate any of the authorities conferred on him under this Plan to such persons as he shall determine to be necessary to affect the discharge of his duties hereunder. The Plan Administrator, the Company and its officers and directors shall be entitled to rely upon the advice, opinions and determinations of any such persons. Any exercise of the authorities set forth in this Section 10, whether by the Plan Administrator or his delegee, shall be final and binding upon the Company and all Participants.

(c) Additional Discretionary Authority. The Plan Administrator may, in his sole and absolute discretion, waive the requirement that a Participant execute a Release or confidentiality, non-competition, non-disparagement, non-solicitation and intellectual property covenants in order to receive Severance Benefits.

(d) Indemnification. To the extent permitted by law, the Company shall indemnify the Plan Administrator from all claims for liability, loss, or damage (including payment of expenses in connection with defense against such claims) arising from any act or failure to act in connection with the Plan.

11. Claims and Appeals Procedures

Except as provided in Section 26, the Plan's benefit claims and appeals procedures shall be as follows:

(a) Any request or claim for Plan benefits shall be deemed to be filed when a written request is made by the claimant or the claimant's authorized representative that is reasonably calculated to bring the claim to the attention of the Plan Administrator.

(b) The Plan Administrator, or his designee, shall respond, in writing, to any claimant's claim for benefits under the Plan. Such response shall be provided within 90 days of its receipt by the Plan Administrator or, if special circumstances require and the claimant is so notified, in writing, before the expiration of the initial 90-day period, within 180 days of its receipt by the Plan Administrator. If the extension is necessary because the claimant has failed to submit the information necessary to decide the claim, the Plan Administrator's period for responding to such claim shall be tolled until the date that the claimant responds to the request for additional information. The response shall be written in a manner calculated to be understood by the claimant and shall, in the case of an adverse benefit determination:

(i) set forth the specific reasons for the adverse benefit determination;

(ii) contain specific references to Plan provisions relative to the adverse benefit determination;

(iii) describe any material and information, if any, necessary for the claim for benefits to be perfected, and an explanation of why such material or information is necessary; and

(iv) advise the claimant that any appeal of an adverse benefit determination must be made, in writing, to the Plan Administrator within 60 days after receipt of such adverse benefit determination, and must set forth the facts upon which the appeal is based.

(c) If the claimant fails to appeal the Plan Administrator's adverse benefit determination, in writing, within 60 days after its receipt by the claimant (or within 60 days after a deemed denial of the claim), the Plan Administrator's determination shall become final and conclusive.

(d) If the claimant appeals the Plan Administrator's adverse benefit determination in a timely fashion, the Plan Administrator shall re-examine all issues relevant to the original denial of benefits. Any such claimant or his or her duly authorized representative may review any pertinent documents and records, including documents and records that were relied upon in making the benefit determination, documents submitted, considered or generated in the course of making the benefit determination (even if such documents were not relied upon in making the benefit determination), and documents that demonstrate compliance, in making the benefit determination, with the Plan's required administrative processes and safeguards. In addition, the claimant or his duly authorized representative may submit, in writing, any documents, records, comments or other information relating to such claim for benefits. In the course of his review, the Plan Administrator shall take into account all comments, documents, records and other information submitted by the claimant or his duly authorized representative relating to such claim, regardless of whether it was submitted or considered as part of the initial benefit determination.

(e) The Plan Administrator shall advise the claimant and such claimant's representative, in writing, of its decision within 60 days of receipt of the written appeal, unless special circumstances require an extension of such 60-day period for not more than an additional 60 days. Where such extension is necessary, the claimant shall be given written notice of the delay before the expiration of the initial 60-day period, which notice shall set forth the reasons for the delay and the date the Plan Administrator expects to render its decision. In the event of an adverse benefit determination on appeal, the Plan Administrator shall advise the claimant, in a manner calculated to be understood by the claimant, of (i) the specific reasons for the adverse benefit determination, and (ii) the specific Plan provisions on which the adverse benefit determination was based. The Plan Administrator's written notice will advise the claimant of his or her right to receive, upon request and free of charge, copies of all documents, records and other information relevant to such claim.

(f) In the event of an adverse benefit determination after the Plan Administrator's review, the claimant's sole remedy shall be to file an action in court.

The Plan's claims procedures do not create any independent rights to Plan benefits. A current or former Participant who files a claim for Plan benefits must satisfy all Plan requirements, including the requirements of Section 5(b), in order to be entitled to benefits.

12. Time Period for Filing a Claim or a Lawsuit Against the Plan, the Company or Plan Fiduciaries; Restrictions on Venue

(a) Any claim for Plan benefits must be filed in writing with the Plan Administrator within sixty (60) days after the current or former Participant knew or should have known of his/her putative right to Plan benefits. However, in no event will any claim be considered timely if it is filed more than one hundred eighty (180) days after the date a current or former Participant's employment with the Company is terminated. Requests or claims submitted more than sixty (60) days after a current or former Participant knew or should have know of his/her potential right to Plan benefits, or one-hundred eighty (180) days after the date his/her employment with the Company is terminated, are deemed waived by the claimant and considered time-barred

(b) Any lawsuit against the Plan, the Company, the Plan Administrator, or any other Plan fiduciary, must be filed no later than the six (6) month anniversary of the following, as applicable: (i) the date the claim or appeal is denied by the Plan Administrator, or (ii) the date the claimant knows, or should reasonably know, that the claim has been, or is treated as being, denied (e.g., if the claim, or the appeal in the case of an adverse benefit determination, is not denied within the time limits described in Section 11 above).

(c) Any action in connection with the Plan must be filed in the United States District Court for the District of New Jersey.

13. Unfunded Obligation

All benefits payable under this Plan shall constitute an unfunded obligation of the Company. Payments shall be made, as due, from the general funds of the Company. This Plan shall

constitute solely an unsecured promise by the Company to pay severance benefits to Participants to the extent provided herein.

14. Inalienability of Benefits

No Participant shall have the power to transfer, assign, anticipate, mortgage or otherwise encumber any rights or any amounts payable under this Plan; nor shall any such rights or amounts payable under this Plan be subject to seizure, attachment, execution, garnishment or other legal or equitable process, or for the payment of any debts, judgments, alimony, or separate maintenance, or be transferable by operation of law in the event of bankruptcy, insolvency, or otherwise. In the event a person who is receiving or is entitled to receive benefits under the Plan attempts to assign, transfer or dispose of such right, or if an attempt is made to subject such right to such process, such assignment, transfer or disposition shall be null and void.

15. Withholding

The Company shall have the right to withhold any taxes required to be withheld with respect to any benefits due under this Plan.

16. Amendment or Termination

Except to the extent otherwise provided in Section 27, Solstice reserves the right to amend or terminate the Plan at any time without prior notice to or the consent of any employee. No amendment or termination shall adversely affect the rights of any Participant whose employment terminated prior to such amendment or termination. However, except as provided in Section 27, any Participant whose employment continues after amendment of the Plan shall be governed by the terms of the Plan as so amended. Any Participant whose employment continues after termination of the Plan shall have no right to a benefit under the Plan. Any amendment or termination of the Plan must comply with all applicable legal requirements including, without limitation, compliance with Code Section 409A, securities, tax or other laws, rules, regulations or regulatory interpretations thereof that apply to the Plan.

17. Plan Not a Contract of Employment

Nothing contained in this Plan shall give an employee the right to be retained in the employment of the Company. This Plan is not a contract of employment between the Company and any employee.

18. Action by the Company

Unless expressly indicated to the contrary herein, any action required to be taken by an entity may be taken by action of its governing body or by any appropriate officer or officers traditionally responsible for such determination or actions, or such other individual or individuals as may be designated by such governing body, officer or employee.

19. Governing Law

The Plan is an employee welfare benefit plan within the meaning of Section 3(1) of ERISA, and will be construed in accordance with the provisions of ERISA and the laws of the State of New Jersey.

20. Severability

If any provision of this Plan (other than Section 5(b)) shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, but this Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein. If Section 5(b) shall be held illegal or invalid for any reason, said illegality or invalidity shall nullify the remainder of this Plan with respect to the affected Participants.

21. Code Section 409A

(a) Notwithstanding any provision of the Plan to the contrary, if required by Code Section 409A and if a Participant is a "Specified Employee" (as defined below), no benefits shall be paid under this Plan during the "Postponement Period" (as defined below). If a Participant is a Specified Employee and payment of benefits is required to be delayed for the Postponement Period under Code Section 409A, the accumulated amounts withheld on account of Code Section 409A shall be paid in a lump sum payment within 30 days after the end of the Postponement Period and no interest or other adjustment shall be made for the delayed payment. If the Participant dies during the Postponement Period prior to the payment of benefits, the amounts withheld on account of Code Section 409A shall be paid to the Participant's estate within sixty (60) days after the Participant's death.

(b) This Plan is intended to meet the requirements of the "short-term deferral" exception, the "separation pay" exception and other exceptions under Code Section 409A. Notwithstanding anything in the Plan to the contrary, if required by Code Section 409A, payments may only be made under this Plan upon an event and in a manner permitted by Code Section 409A, to the extent applicable. For purposes of Code Section 409A, the right to a series of payments under the Plan shall be treated as a right to a series of separate payments. All reimbursements and in-kind benefits provided under the Plan shall be made or provided in accordance with the requirements of Code Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses eligible for reimbursement during the period of time specified in the Plan; (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits provided in any other calendar year; (iii) the reimbursement

of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred; and (iv) the right to reimbursement or in-kind benefit is not subject to liquidation or exchange for another benefit. In no event may a Participant designate the year of payment for any amounts payable under the Plan.

(c)

Notwithstanding any provision of the Plan to the contrary, any payments of Severance Benefits under this Plan that (i) are, or may be, deferred compensation subject to Code Section 409A ("409A Severance Benefits"), and (ii) are subject to a Release, where the period for execution and non-revocation of the Release spans more than one calendar year, any payment of 409A Severance Benefits that is contingent on the execution of the Release shall not be paid until the second calendar year, or later if required by the applicable terms of the Plan. In no event may a Participant, either directly or indirectly, designate the calendar year of payment of any 409A Severance Benefits.

(d) For purposes of this Section 21, the following definitions apply:

(i) "Specified Employee" means a Participant who, at any time during the 12-month period ending on the identification date, is a "specified employee" under Code Section 409A, as determined by the Vice President – Compensation and Benefits (or his delegee), which determination of "specified employees," including the number and identity of persons considered "specified employees" and identification date, shall be made by the Vice President – Compensation and Benefits (or his delegee) in accordance with the provisions of Code Sections 416(i) and 409A.

(ii) "Postponement Period" means, for a Specified Employee, the period of six months after the Specified Employee's Last Day of Active Employment (or such other period as may be required by Code Section 409A) during which deferred compensation may not be paid to the Specified Employee under Code Section 409A.

PART II

SPECIAL PROVISIONS THAT BECOME EFFECTIVE

ONLY UPON CHANGE IN CONTROL

22. Applicability

(a) Except to the extent otherwise indicated, the provisions of this Part II apply only to Solstice's Chief Executive Officer and Direct Report Officer Participants (collectively "CIC Participants"). Such provisions become effective upon a Change in Control and, in addition to the provisions of Part I that are not superseded by provisions of this Part II, shall control (i) the determination of eligibility for, the amount of, and the time of payment of benefits under the Plan to any CIC Participant who is the subject of a Covered Termination that occurs within the two (2) year period following the Change in Control, and (ii) the terms of payment for any CIC Participant whose Severance Period extends beyond the Change in Control.

(b) It is intended that this Part II will assure that CIC Participants will not be adversely affected by the unique circumstances that may exist following a Change in Control. The provisions of this Part II will have no effect whatsoever prior to a Change in Control.

23. Definitions

(a) **"Annual Incentive Compensation"** means, notwithstanding the provisions of Section 3(b), the product of (i) Annual Base Salary, and (ii) the greater of (A) the Incentive Award Target Percentage for the most recent Determination Year ended prior to the Change in Control, or (B) the average of the Incentive Award Target Percentages applied in determining the CIC Participant's Incentive Award in the last three Determination Years prior to the date of Covered Termination (or such lesser period as the CIC Participant may have been employed).

(b) **"Cause"** has the same meaning as under Part I; provided, however, in the case of a determination under Part II of the Plan, Cause shall be determined by the New Plan Administrator.

(c) **"Covered Termination"** means, in addition to the circumstances described in Section 3(j), a severance of the employment relationship at the initiative of a CIC Participant for Good Reason.

(d) **"Good Reason"** means any one or more of the following:

(i) A material change in the CIC Participant's position, duties and/or responsibilities as they existed in the period immediately preceding the Change in Control;

(ii) Any significant reduction in the CIC Participant's Base Salary or Annual Incentive Compensation;

(iii) Any significant reduction in the economic value of awards granted under any Company long-term incentive plans in which the CIC Participant participated prior to a Change in Control, or the successors thereto;

(iv)

Any geographic relocation of the CIC Participant's position to a new location that is more than fifty (50) miles from the location of the CIC Participant's position immediately prior to a Change in Control;

(v) Any action by the Company that, under applicable law, constitutes constructive discharge; or

(viii) The failure of any Solstice Employer that is a successor to the Company (whether direct or indirect, by purchase, merger, consolidation or otherwise) to expressly assume and agree to honor this Plan, if such assumption is legally required to make this Plan enforceable against the successor.

For purposes of this Section 23(d), the term "significant reduction" shall mean a reduction or series of reductions with respect to the same form of benefit or remuneration that are greater than 10%, or which do not affect substantially all persons covered by the plan or program in question.

Notwithstanding the foregoing, Good Reason shall not be deemed to have occurred unless the CIC Participant provides written notice to Solstice identifying the event or omission constituting the reason for a Good Reason termination within ninety (90) days following the first occurrence of such event or omission. Within thirty (30) days after such notice has been provided to Solstice, Solstice shall have the opportunity, but shall have no obligation, to cure such event or conditions that give rise to a Good Reason termination. If Solstice fails to cure the events or conditions giving rise to a CIC Participant's Good Reason termination by the end of the thirty (30) day cure period, the CIC Participant's employment shall be terminated effective as of the expiration of such thirty (30) day cure period unless the CIC Participant has withdrawn such Good Reason termination notice.

(e) **"Solstice Employer"** means the Company and any other person, organization or entity that becomes bound by the terms of the Plan by operation of law, or agrees in writing to be bound by the terms of the Plan for a period of time that extends at least through the two-year period following a Change in Control.

(f) **"New Plan Administrator"** shall mean such person or persons appointed pursuant to Section 26 to administer the Plan upon the occurrence of a Change in Control.

24. [Reserved]

25. Benefit Payments and Forfeitures

(a) Benefit Payments. Notwithstanding the provisions of Section 6, benefits that are determined to be payable to a CIC Participant under Sections 5(a)(i) and 5(a)(ii) on or after a

Change in Control shall be paid within thirty (30) days following the later of the Change in Control or the Covered Termination, in a single payment equal to the sum of (i) the total amount of the benefit remaining payable under Section 5(a)(i), and (ii) the amount of the benefit remaining payable under Section 5(a)(ii) for all Determination Years which are coextensive, in whole or part, with the Severance Period; provided, however, that the single lump sum payment pursuant to this Section will only be paid if the Change in Control constitutes a "change in control event" under Section 409A of the Code. Otherwise, the payment shall be paid (or continue to be paid, if in pay status) in the same form and at the same times as provided under Section 5(a). The requirements of Section 5(b) shall have no application to benefits payable after a Change in Control. If any benefit is paid later than the time provided in this Section 25(a), such late payment shall be credited with interest for the period from the date payment should have been made to the date actually made at a rate equal to the average quoted rate for three-month U.S. Treasury Bills for the week preceding the date of payment, as determined by the New Plan Administrator, plus six percentage points.

(b) Forfeiture of Benefits. Notwithstanding the provisions of Section 8, a CIC Participant receiving benefits or entitled to receive benefits under the Plan shall cease to receive such benefits under the Plan and the right to receive any benefits in the future under the Plan shall be forfeited, in the event the CIC Participant, as determined by the New Plan Administrator, (i) is convicted of a felony committed against a Solstice Employer, its property or business, (ii) commits any fraud or misappropriates property, proprietary information, intellectual property or trade secrets of a Solstice Employer for personal gain or for the benefit of another party, or (iii) actively recruits and offers employment to any management employee of a Solstice Employer.

26. Administration

(a) New Plan Administrator. On or before a Change in Control, the Company shall appoint a person independent of the Company to be the New Plan Administrator upon the occurrence of a Change in Control and the Plan Administrator shall provide to the New Plan Administrator such information with respect to each CIC Participant in the Plan as shall be necessary to enable the New Plan Administrator to determine the amount of the Severance Benefits that are then, or may thereafter become, payable to such CIC Participants. Upon a Change in Control, the New Plan Administrator shall have the authority invested in the Plan Administrator under Section 10(b), and claims for benefits shall be subject to the claims and appeals procedures outlined in Section 11.

(b) Attorneys Fees and Costs. If a CIC Participant is paid, or is determined to be entitled to receive benefits by a court of competent jurisdiction, the Solstice Employer shall immediately pay or reimburse the affected CIC Participant for the full amount of any attorneys' fees and other expenses the affected CIC Participant incurred in pursuing his or her claim for benefits, including claims incurred during the claims and appeals portion of the process. The payment or reimbursement shall include the reasonable hourly rates charged by the CIC Participant's attorneys, any and all other expenses related to the action incurred by or on behalf

of the affected CIC Participant, the costs and expenses of any experts utilized to prepare the claim, and any court costs assessed against the affected CIC Participant.

(c) Declaratory Judgment. CIC Participants may bring a claim under this Section 26 to assert the existence of Good Reason conditions that would enable a CIC Participant to trigger his own termination under this Part II without resigning his or her position with the Solstice Employer.

27. Amendment or Termination

This Plan may not be amended or terminated after a Change in Control; provided, however, the Plan may be amended if the purpose of the amendment is to increase benefits hereunder or if the purpose of the amendment is to comply with Section 409A of the Code.

28. No Waiver

No waiver by a CIC Participant at any time of any breach by a Solstice Employer of, or of any lack of compliance with, any condition or provision of this Plan to be performed by the Solstice Employer shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. In no event shall the failure by a CIC Participant to assert any right under the Plan (including, but not limited to, failure to assert the existence of Good Reason conditions that would enable a CIC Participant to trigger his own termination under this Part II) be deemed a waiver of such right or any other right provided under the Plan, it being intended that a CIC Participant who has perfected a right under the Plan (including, but not limited to, a CIC Participant's right to trigger his own Good Reason termination under this Part II) shall be entitled to assert that right in accordance with the terms of the Plan unless the CIC Participant affirmatively elects, in writing, to waive such right.

29. Company Policies

All benefits granted under the Plan shall be subject to any applicable clawback or recoupment policies, share trading policies and other policies that may be implemented by the Board of Directors from time to time, including such policies set forth in the Company's Corporate Governance Guidelines, as such policies may be amended from time to time, subject to and consistent with Section 409A of the Code.

SOLSTICE ADVANCED MATERIALS COMPLETES SPIN-OFF FROM HONEYWELL AND BEGINS TRADING ON NASDAQ

- *Spin-off positions Solstice to accelerate growth and unlock shareowner value as a leading pure-play specialty materials company*
- *Poised to benefit from strong and resilient secular trends across cooling, building solutions, advanced computing, energy, safety and healthcare*
- *Begins trading today on Nasdaq under the ticker symbol "SOLS"*

MORRIS PLAINS, N.J., October 30, 2025 — Solstice Advanced Materials (NASDAQ: SOLS), a leading pure-play specialty materials company, today celebrates its first day as an independent, publicly traded company following the completion of its spin-off from Honeywell. Shares of Solstice will begin trading on the Nasdaq Stock Market under the ticker symbol "SOLS," effective at the market opening.

With an advanced materials heritage of more than 130 years, Solstice is positioned to build on a track record of innovation and operational excellence. Solstice technologies enable high-performance solutions for critical global sectors, including HVAC/R, semiconductor manufacturing, data center thermal management, nuclear energy, defense and life sciences. The company launches with approximately 4,000 employees, 24 manufacturing sites and four R&D centers that serve more than 3,000 customers across 120 countries and territories.

"Today marks the beginning of an exciting new chapter for Solstice," said David Sewell, President and Chief Executive Officer of Solstice Advanced Materials. "Our independence positions us to capitalize on powerful secular trends shaping our industry – from regulatory-driven transitions in cooling and building solutions to the rapid proliferation of AI and advanced computing. With our differentiated technologies, unmatched customer partnerships, highly talented global workforce and experienced leadership team, we are ready to unleash our growth potential and unlock meaningful long-term value for our stakeholders."

The spin-off was completed through the distribution of all shares of Solstice common stock. Each Honeywell shareowner of record as of the close of business on October 17, 2025, received one share of Solstice common stock for every four shares of Honeywell common stock held.

About Solstice Advanced Materials
Solstice Advanced Materials is a leading global specialty materials company that advances science for smarter outcomes. Solstice offers high-performance solutions that enable critical industries and applications, including refrigerants, semiconductor manufacturing, data center cooling, nuclear power, protective fibers, healthcare packaging and more. Solstice is recognized for developing next-generation materials through some of the industry's most renowned brands such as Solstice®, Genetron®, Aclar®, Spectra®, Fluka™ and Hydranal™. Partnering with over 3,000 customers across more than 120 countries and territories and supported by a robust portfolio of over 5,700 patents, Solstice's approximately 4,000 employees worldwide drive innovation in materials science. For more information, visit www.Solstice.com.

Additional Information
Solstice uses our Investor Relations website, investor.solstice.com, as a means of disclosing information which may be of interest or material to our investors and for complying with disclosure obligations under Regulation FD. Accordingly, investors should monitor our Investor Relations website, in addition to following our press releases, SEC filings, public conference calls, webcasts, and social media.

Forward-Looking Statements
We describe many of the trends and other factors that drive our business and future results in this release. Such discussions contain forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements are those that address activities, events, or developments that management intends, expects, projects, believes, or anticipates will or may occur in the future. They are based on management's assumptions and assessments in light of past experience and trends, current economic and industry conditions, expected future developments, and other relevant factors, many of which are difficult to predict and outside of our control. They are not guarantees of future performance, and actual results, developments and business decisions may differ significantly from those envisaged by our forward-looking statements. We do not undertake to update or revise any of our forward-looking statements, except as required by applicable securities law. Our forward-looking statements are also subject to material risks and uncertainties, including ongoing macroeconomic and geopolitical risks, such as changes in or application of trade and tax laws and policies, including the impacts of tariffs and other trade barriers and restrictions, lower GDP growth or recession in the U.S. or globally, supply chain disruptions, capital markets volatility, inflation, and certain regional conflicts that can affect our performance in both the near- and long-term. In addition, no assurance can be given that any plan, initiative, projection, goal, commitment, expectation, or prospect set forth in this release can or will be achieved. Some of the important factors that could cause Solstice's actual results to differ materially from those projected in any such forward-looking statements include, but are not limited to, Solstice's ability to realize the expected benefits of the separation from Honeywell; indebtedness incurred in the financing transactions undertaken in connection with the spin-off and risks associated with additional indebtedness; the risk that incremental costs of operating on a standalone basis (including the loss of synergies), costs of restructuring transactions and other costs incurred in connection with the separation will exceed Solstice's estimates; and the impact of the separation on Solstice's businesses and the risk that the separation may be more difficult, time-consuming or costly than expected, including the impact on Solstice's resources, systems, procedures and controls, diversion of management's attention and the impact on, and possible disruption of, relationships with regulators, customers, suppliers, employees and other business counterparties. These forward-looking statements should be considered in light of the information included in this release, our final information statement, dated October 17, 2025, and other filings with the SEC. Any forward-looking plans described herein are not final and may be modified or abandoned at any time.

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