

OFFICER'S CERTIFICATE

May 15th, 2023

Reference is made to (i) that certain First Lien Credit Agreement, dated as of February 8, 2022 (the “First Lien Credit Agreement”), by and among BC Mountain Holdings, Inc., a Delaware corporation (the “Holdings”), APEX TOOL GROUP, LLC, a Delaware limited liability company (the “Borrower”), the lending institutions from time to time parties thereto as lenders, each Letter of Credit Issuer party thereto from time to time, and Barclays Bank PLC (“Barclays”), as the Administrative Agent, Collateral Agent (in such capacities, the “First Lien Agents”), and the Swingline Lender and (ii) that certain Second Lien Credit Agreement, dated as of February 8, 2022 (the “Second Lien Credit Agreement” and together with the First Lien Credit Agreement, the “Credit Agreements”), by and among Holdings, the Borrower, the lending institutions from time to time parties thereto as lenders, and Barclays, as the Administrative Agent and the Collateral Agent (in such capacities, the “Second Lien Agents” and together with the First Lien Agents, the “Agents”). This Officer's Certificate is being executed and delivered pursuant to Section 9.1(d) of the First Lien Credit Agreement and Section 9.1(d) of the Second Lien Credit Agreement. Capitalized terms used herein but not otherwise defined shall have the meaning assigned to them in the applicable Credit Agreement.

The undersigned, an Authorized Officer of the Borrower, hereby certifies to the Agents:

1. No Event of Default exists as of the date hereof;¹ and
2. [Set forth in Exhibit A hereto is a list of any changes to the legal name, jurisdiction of formation, type of entity and organizational number (or equivalent) (to the extent such Person is organized in a jurisdiction where an organizational identification number is required to be included in a Uniform Commercial Code financing statement (or equivalent document)) for each Credit Party since the Closing Date.] [No Credit Party has changed its legal name, jurisdiction of formation, type of entity or organizational number (or equivalent) (to the extent such Person is organized in a jurisdiction where an organizational identification number is required to be included in a Uniform Commercial Code financing statement (or equivalent document)) since the Closing Date.]

¹ If an Event of Default does exist, please specify the nature and extent of such Event of Default. The certificate shall set forth (i) a specification of any change in the identity of the Restricted Subsidiaries and Unrestricted Subsidiaries as at the end of such fiscal year or period, as the case may be, from the Restricted Subsidiaries and Unrestricted Subsidiaries, respectively, identified to the Administrative Agent on the Closing Date, the date of the most recent certificate delivered pursuant to Section 9.1 (d) or the most recent disclosure of any such information to the Agents, as the case may be, and (ii) commencing with the Compliance Certificate delivered in connection with the delivery of the financial statements for the fiscal quarter of the Borrower ending September 30, 2022 (or, at the Borrower's election, any earlier fiscal quarter end) pursuant to Section 9.1(d), a reasonably detailed calculation of the First Lien Net Leverage Ratio as of the last day of the period covered by such Compliance Certificate; *provided* that the foregoing shall only be required to be provided to the extent the Financial Covenant is required to be tested pursuant to Section 10.9 for such period.

APEX TOOL GROUP, LLC

By: /s/ Ross Porter

Name: Ross Porter

Title: Chief Financial Officer

Exhibit A

**Changes to Legal Name, Jurisdiction of Formation,
Type of Entity and Organizational Number**