$750,000,000

Builders FirstSource, Inc.

as Issuer

% Senior Secured Notes due 2024

Builders FirstSource, Inc., a Delaware corporation (the "Issuer" or "we"), is offering $750,000,000 aggregate principal amount of its % senior secured notes due 2024 (the "notes").

The notes will mature on , 2024 and will bear interest at the rate of % per year. Interest on the notes is payable semi-annually in arrears on and of each year, beginning on , 2017.

The notes will be redeemable in whole or in part at any time on or after , 2019. Up to 40% of the notes will also be redeemable with the proceeds of certain equity offerings completed before , 2019. The redemption prices and payment of any accrued and unpaid interest are described under "Description of the Notes—Optional Redemption." At any time prior to , 2019, the notes will be redeemable, in whole or in part, at a redemption price equal to 100% of the principal amount of the notes, plus accrued and unpaid interest, if any, to, but not including, the date of redemption, plus a "make-whole" premium. If we experience certain changes of control (as defined in the indenture governing the notes (the "Indenture")) or receive proceeds from certain asset sales, holders of the notes will have the right to require us to repurchase the notes under the terms set forth herein. At any time and from time to time during the 36 month period following the issue date of the notes, the Issuer may redeem up to 10% of the aggregate principal amount of the notes issued under the Indenture (including any additional notes issued under the indenture after the closing date) during each twelve-month period commencing with the issue date of the notes at a redemption price of 103% of the aggregate principal amount thereof plus accrued and unpaid interest to the redemption date.

The notes will be fully and unconditionally guaranteed, jointly and severally, on a senior secured basis (the "guarantees"), by each of the Issuer's subsidiaries that guarantee its obligations under the senior secured term loan facility (the "First-Lien Facility") and the senior secured ABL facility (the "ABL Facility" and, together with the First-Lien Facility, the "Senior Secured Credit Facilities") (the "guarantors"). Subject to certain exceptions, future subsidiaries that guarantee the Senior Secured Credit Facilities or certain other indebtedness will also guarantee the notes.

The notes and the guarantees will be general senior secured obligations of the Issuer and the guarantors, *pari passu* in right of payment with any existing and future senior indebtedness of the Issuer and the guarantors, secured on a first-priority basis by the Notes Collateral (as defined herein) owned by the Issuer and the guarantors and on a second-priority basis by the ABL Collateral (as defined herein) owned by the Issuer and the guarantors, in each case subject to certain liens permitted under the Indenture. The term "ABL Collateral" includes all presently owned and after-acquired accounts receivable, inventory, rights of unpaid vendors with respect to inventory, deposit accounts, commodity accounts, securities accounts and lock boxes, investment property, cash and cash equivalents, and general intangibles, books and records, supporting obligations and documents and related letters of credit, commercial tort claims or other claims related to and proceeds of each of the foregoing. "Notes Collateral" includes all collateral that is not ABL Collateral. We refer to the ABL Collateral and the Notes Collateral collectively as the "Collateral." The notes and the guarantees will be equal in priority to the First-Lien Facility and any future *pari passu* lien obligations of the Issuer and the guarantors with respect to the Notes Collateral owned by the Issuer and the guarantors. The notes and the guarantees will be senior in right of payment to any future subordinated indebtedness of the Issuer and the guarantors, effectively senior to all existing and future unsecured indebtedness of the Issuer and the guarantors, including the Issuer's existing 10.75% Senior Notes due 2023 (the "Existing Unsecured Notes"), to the extent of the value of the Collateral owned by the Issuer and the guarantors, and effectively senior to all existing and future indebtedness or other obligations of the Issuer and the guarantors under the ABL Facility, to the extent of the value of the Notes Collateral owned by the Issuer and the guarantors. The notes and the guarantees will be effectively subordinated to the Issuer's and the guarantors' existing and future indebtedness or other obligations under the ABL Facility to the extent of the value of the ABL Collateral owned by the Issuer and the guarantors and any existing and future indebtedness of the Issuer and the guarantors that is secured by liens on assets that do not constitute a part of the Collateral to the extent of the value of such assets. The notes and the guarantees will be structurally subordinated to any existing and future indebtedness and other liabilities, including preferred stock, of the Issuer's subsidiaries that do not guarantee the notes.

The notes will not have the benefit of any registration rights and the Issuer has no intention to register the notes in the future.

We intend to use the net proceeds from this offering to redeem all of our outstanding 7.625% Senior Secured Notes due 2021 (the "Existing Secured Notes"), repay a portion of the First-Lien Facility and pay related transaction fees and expenses, with any residual net proceeds being used for general corporate purposes. See "Use of Proceeds."

Investing in the notes involves risks. See "Risk Factors" beginning on page 15.

Price for the notes: % plus accrued interest, if any, from , 2016.

The notes and the guarantees have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and the notes are being offered and sold only to persons reasonably believed to be "qualified institutional buyers" in accordance with Rule 144A under the Securities Act ("Rule 144A") and outside the United States in accordance with Regulation S under the Securities Act ("Regulation S"). Prospective purchasers are hereby notified that the seller of the notes may be relying on Rule 144A. For a description of restrictions on transfers of the notes, see "Transfer Restrictions."

The Issuer does not intend to apply for listing of the notes on any securities exchange or for inclusion of the notes in any automated quotation system.

The initial purchasers expect to deliver the notes to purchasers in book-entry form through the facilities of The Depository Trust Company ("DTC") on or about , 2016.

Joint Book-Running Managers

Credit Suisse **Deutsche Bank Securities**

Co-Managers

Citigroup **KeyBanc Capital Markets** **SunTrust Robinson Humphrey**

The date of this offering circular is , 2016

We are responsible for the information contained in this offering circular. Neither we nor the initial purchasers have authorized anyone to give you any other information, and we and the initial purchasers take no responsibility for any other information that others may give you.

We and the initial purchasers are offering to sell the notes only in places where offers and sales are permitted.

You should not assume that the information included in this offering circular is accurate as of any date other than the date on the front cover of this offering circular. Neither the delivery of this offering circular nor any sale made hereunder shall under any circumstances imply that the information herein is correct as of any date subsequent to the date on the cover of this offering circular.

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We expect that delivery of the notes will be made against payment therefor on , 2016, which will be the tenth business day following the date of pricing of the notes (such settlement being referred to as "T+ "). Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), trades in the secondary market generally are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date hereof or on the next succeeding business days will be required, by virtue of the fact that the notes initially settle in T+ , to specify an alternative settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the notes which wish to trade the notes during such period should consult their advisors.

We have prepared this offering circular solely for use in connection with the proposed offering of the notes described herein. This offering circular is personal to each prospective investor and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire securities. Distribution of this offering circular to any person other than the prospective investor and any person retained to advise such prospective investor with respect to its purchase is unauthorized, and disclosure of its contents, in whole or in part, without our prior written consent, is prohibited. Each prospective investor, by accepting delivery of this offering circular, agrees to the foregoing and to make no copies or reproductions of any kind of all or any part of this offering circular or any documents referred to herein.

Notwithstanding anything herein to the contrary, except as reasonably necessary to comply with applicable securities laws, prospective investors (and each employee, representative or other agent of a prospective investor) may disclose to any and all persons, without limitation of any kind, the U.S. federal income tax treatment and tax structure of the offering and all materials of any kind (including opinions or other tax analyses) that are provided to prospective investors relating to such tax treatment and tax structure. For this purpose, "tax structure" is limited to facts relevant to the U.S. federal income tax treatment of the offering but does not include information relating to the identity of the Issuer.

We, and not the initial purchasers, have furnished the information about us included in this offering circular. The initial purchasers assume no responsibility for, and make no representation or warranty, express or implied, as to the accuracy or completeness of the information included in this offering circular. Nothing included in this offering circular is, or shall be relied upon as, a promise or representation by the initial purchasers as to the past or future.

NONE OF THE U.S. SECURITIES AND EXCHANGE COMMISSION ("SEC"), ANY STATE SECURITIES COMMISSION OR OTHER U.S. REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED OF THE NOTES NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Prospective investors must rely on their own examination of the Issuer and the terms of the offering, including the merits and risks involved, in deciding whether to invest in the notes. Prospective investors should not construe anything in this offering circular as legal, business or tax advice. Each prospective investor should consult its own advisors as needed to make its investment decision and to determine whether it is permitted to purchase the notes under applicable legal investment or similar laws or regulations. Prospective investors may be required to bear the financial risks of an investment in the notes for an indefinite period of time.

This offering circular includes summaries believed to be accurate with respect to certain documents, but reference is made to the actual documents for complete information. All such summaries are qualified in their entirety by such reference. Copies of documents referred to herein will be made available to prospective investors upon request to the initial purchasers or us.

The notes and the guarantees have not been and will not be registered under the Securities Act or any state securities laws. Accordingly, the notes are being offered and sold only to persons reasonably believed to be "qualified institutional buyers" (as defined in Rule 144A) and outside the United States to non-U.S. persons in offshore transactions in accordance with Regulation S. The notes are subject to restrictions on transferability and resale and may not be transferred or resold except in a transaction exempt from or not subject to the registration requirements of the Securities Act or pursuant to an effective registration statement. Each purchaser of the notes will be deemed to have made certain acknowledgments, representations and agreements relating to such restrictions on transfer and resale as more fully described under the heading "Transfer Restrictions."

We reserve the right to withdraw this offering of notes at any time and we and the initial purchasers reserve the right to reject any commitment to subscribe for the notes in whole or in part and to allot each prospective investor less than the full amount of notes subscribed for by such investor.

The Issuer's name, logo and other trademarks mentioned in this offering circular are the property of their respective owners.

By purchasing any notes, you acknowledge that:

- you have reviewed this offering circular;
- you are purchasing the notes only for your own account and not for resale;
- you have had an opportunity to request from the Issuer any additional information that you need from the Issuer, and have reviewed any such additional information provided;
- you are a "qualified institutional buyer" (as defined in Rule 144A) or you are a person who is not a U.S. person, such sale took place outside the United States and you qualify to purchase the notes in accordance with Regulation S;
- you are not relying on unauthorized information to make your investment decision; and
- the initial purchasers are not responsible for, and are not making any representation to you concerning, the future performance of the Issuer or the accuracy or completeness of this offering circular.

You must comply with all laws and regulations that apply to you in any place in which you purchase, offer or sell any notes or possess or distribute this offering circular. You must also obtain, at your sole cost and expense, any consents, waivers or approvals that you need in order to purchase the notes. Neither we nor the initial purchasers are responsible for your compliance with these legal requirements.

We are offering the notes in reliance upon exemptions from the registration requirements of the Securities Act. These exemptions apply to offers and sales of securities that do not involve a public offering. The notes will be initially purchased by the firms that are listed on the cover of this offering circular, who are referred to in this offering circular as the initial purchasers, in accordance with such exemptions. Any sale of these notes must be subject to an exemption from the registration requirements of the Securities Act.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This offering circular and the documents incorporated by reference herein contain certain "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 with respect to our business, financial condition, liquidity and results of operations. Words such as "anticipates," "expects," "intends," "plans," "predicts," "believes," "seeks," "estimates," "could," "would," "will," "may," "can," "continue," "potential," "should" and the negative of these terms or other comparable terminology often identify forward-looking statements. Statements in this offering circular and the documents incorporated by reference that are not historical facts are hereby identified as "forward-looking statements" for the purpose of the safe harbor provided by Section 21E of the Exchange Act, and Section 27A of the Securities Act. These forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties that could cause actual results to differ materially from the results contemplated by the forward-looking statements, including the risks discussed in this offering circular, in our Annual Report on Form 10-K for the fiscal year ended December 31, 2015 in Item 1A under "Risk Factors" as well as in Item 7A "Quantitative and Qualitative Disclosures About Market Risk," in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2016 in Item 3 "Quantitative and Qualitative Disclosures About Market Risk" and the risks detailed from time to time in our future SEC reports. Factors, risks, and uncertainties that could cause actual outcomes and results to be materially different from those contemplated include, among others:

- dependence on the residential building industry, the commercial building industry, as well as the economy, the credit markets and other important factors;
- uncertainty surrounding the economy and credit markets;
- cyclical and seasonal nature of the building products supply industry;
- product shortages, fluctuations in the prices of raw materials, loss of key suppliers, and our dependence on third-party suppliers and manufacturers;
- additional impairment charges or the need to idle or permanently close under-performing locations;
- our ability to renew long-term leases for our facilities;
- influence of significant stockholders;
- loss of significant customers;
- competition in the highly fragmented building products supply industry;
- pricing pressure from our customers;
- our future capital needs and our ability to obtain additional financing on acceptable terms;
- our level of indebtedness and our ability to meet our obligations under our debt instruments;

- our incurrence of additional indebtedness and our inability to take certain actions because of restrictions in our debt agreements;
- our reliance on our subsidiaries;
- dependence on key personnel;
- exposure to product liability, product warranty, casualty, construction defect and other liability claims;
- variability of our quarterly revenues and earnings;
- disruptions at our facilities or in our information technology systems;
- our ability to execute our strategic plans;
- effects of regulatory conditions on our operations;
- exposure to environmental liabilities and regulation;
- economic and financial uncertainty resulting from terrorism and war; and
- risks related to the acquisition and integration of ProBuild Holdings, LLC ("ProBuild"), including:
  - our failure to obtain the anticipated benefits and costs savings from the acquisition; and
  - the impact of the additional debt we incurred to finance the acquisition.

Many of the important factors that will determine these results are beyond our ability to control or predict. You are cautioned not to put undue reliance on any forward-looking statements, which speak only as of the date of this offering circular or, in the case of documents incorporated by reference, as of the date of such documents. Except as otherwise required by law, we do not assume any obligation to publicly update or release any revisions to these forward-looking statements to reflect events or circumstances after the date of this offering circular or to reflect the occurrence of unanticipated events.

NO REVIEW BY THE SEC; NO REGISTRATION RIGHTS

This offering circular, as well as any other documents in connection with this offering, have not been and will not be reviewed by the SEC. There are no registration rights associated with the notes or the guarantees and we have no present intention to offer to exchange the notes and the related guarantees for notes and note guarantees registered under the Securities Act or to file a registration statement with respect to the notes. The Indenture will not be qualified under the U.S. Trust Indenture Act of 1939, as amended.

NON-GAAP FINANCIAL MEASURES

We have included certain financial measures in this offering circular that have not been calculated in accordance with accounting principles generally accepted in the United States ("GAAP") in order to provide investors with an alternative method for assessing our operating results in a manner that enables investors to more thoroughly evaluate our current performance as compared to past performance. We also believe these non-GAAP measures provide investors with a better baseline for modeling our future earnings expectations. Our management uses these non-GAAP measures for the same purpose. We believe that our investors should have access to the same set of tools that we use in analyzing our results. These non-GAAP measures should be considered in addition to results prepared in accordance with GAAP, but should not be considered a substitute for or superior to GAAP results. Our calculation of EBITDA and Adjusted EBITDA is not necessarily comparable to similarly titled measures reported by other companies. We have provided a definition below for these non-GAAP financial measures, together with an explanation of why management uses these measures and why management believes that these non-GAAP financial measures are useful to investors. For a reconciliation between these non-GAAP financial measures to the most closely comparable financial measures calculated in accordance with GAAP, please see "Summary—Summary Historical Financial and Other Data."

We define EBITDA as net income (loss) adjusted for depreciation and amortization, interest expense, net, income tax expense, net and discontinued operations, net of tax. We define Adjusted EBITDA as EBITDA adjusted for facility closure costs, stock compensation expense, transaction costs, gain (loss) on sale and impairment of assets, the ProBuild Adjusted EBITDA contribution and other expenses. For the pro forma period, EBITDA and Adjusted EBITDA combine the historical results of the Issuer with the historical results of ProBuild giving effect to the ProBuild acquisition and related adjustments for pro forma results (see below for further information). Our management uses EBITDA and Adjusted EBITDA as a supplemental measure in the evaluation of our business and believes that EBITDA and Adjusted EBITDA provide a meaningful measure of our performance because they eliminate the effects of period to period changes in taxes, costs associated with capital investments, interest expense, stock compensation expense and other non-cash and non-recurring items. EBITDA and Adjusted EBITDA are not financial measures calculated in accordance with GAAP. Accordingly, they should not be considered in isolation or as a substitute for net income (loss) or other financial measures prepared in accordance with GAAP.

When evaluating EBITDA and Adjusted EBITDA, investors should consider, among other factors, (i) increasing or decreasing trends in EBITDA and Adjusted EBITDA, (ii) whether EBITDA and Adjusted EBITDA has remained at positive levels historically, and (iii) how EBITDA and Adjusted EBITDA compares to our debt outstanding. We provide a reconciliation of EBITDA and Adjusted EBITDA to GAAP net income (loss). Because EBITDA and Adjusted EBITDA excludes some, but not all, items that affect net income (loss) and may vary among companies, EBITDA and Adjusted EBITDA presented by us may not be comparable to similarly titled measures of other companies. EBITDA and Adjusted EBITDA does not give effect to the cash we must use to service our debt or pay income taxes and thus does not reflect the funds generated from or used in operations or actually available for capital investments.

The “pro forma” information included or incorporated by reference in this offering circular was prepared in accordance with Article 11 of Regulation S-X. It combines the historical results of the Issuer for the periods presented herein or incorporated by reference with the historical results of ProBuild for the periods presented herein or incorporated by reference prior to the closing of the Issuer’s acquisition of ProBuild on July 31, 2015.

INDUSTRY AND MARKET DATA

The industry and market data presented in this offering circular are based on management’s own estimates, internal company research and from third-party sources, and in each case, is believed by our management to be reliable. This data is subject to change and cannot always be verified with complete certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any statistical survey of market and industry data. We have not, and the initial purchasers have not, independently verified such data and we do not, and the initial purchasers do not, make any representation as to the accuracy or completeness of such information. While we are not aware of any misstatements regarding any industry and market data presented herein, such data involve risks and uncertainties and are subject to change based upon various factors, including those discussed under the heading “Risk Factors” in this offering circular.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

We have chosen to "incorporate by reference" information into this offering circular, which means that we can disclose important information about us by referring you to another document filed with the SEC. The information incorporated by reference is considered to be a part of this offering circular. This offering circular incorporates by reference the documents and reports listed below (other than portions of these documents that are either (1) described in paragraphs (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K promulgated by the SEC or (2) furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K):

- Our Annual Report on Form 10-K for the fiscal year ended December 31, 2015, filed with the SEC on March 11, 2016;
- Portions of the Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 14, 2016, that are incorporated by reference into Part III of our Annual Report on Form 10-K for the fiscal year ended December 31, 2015;
- Our Quarterly Reports on Form 10-Q for the quarter ended March 31, 2016, filed with the SEC on May 5, 2016, and the quarter ended June 30, 2016, filed with the SEC on August 5, 2016; and
- Our Current Reports on Form 8-K filed with the SEC on May 4, 2015 (only the audited combined financial statements (and notes thereto) of ProBuild Holdings, Inc. for the years ended December 31, 2014, 2013 and 2012 included in Exhibit 99.1), February 8, 2016, February 29, 2016, May 16, 2015, May 18, 2016, May 24, 2016, June 1, 2016 and July 28, 2016.

The information incorporated by reference contains important information about us and our financial condition, and is considered to be part of this offering circular. Any statement contained in a document incorporated by reference in this offering circular will be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is incorporated by reference into this offering circular modifies or supersedes that statement. Any statement so superseded will not be deemed, except as so modified or superseded, to constitute part of this offering circular.

Documents incorporated by reference are available from us without charge, excluding all exhibits except that if we have specifically incorporated by reference an exhibit into this offering circular, the exhibit will also be provided without charge. You may obtain documents incorporated by reference into this offering circular by requesting them in writing or by calling us at the following address or telephone number:

Builders FirstSource, Inc.
2001 Bryan Street, Suite 1600
Dallas, Texas 75201
(214) 880-3500
Attn: Corporate Secretary

You should rely only upon the information contain or incorporated by reference in this offering circular. We have not authorized anyone to provide you with different or additional information. You should not assume that the information in this offering circular is accurate as of any date other than the date of this offering circular.

SUMMARY

This summary highlights certain information about our business and about this offering of the notes and does not contain all of the information that you should consider before investing in the notes. You should read this entire offering circular, including the matters discussed under the caption "Risk Factors" and the documents incorporated by reference herein, before deciding to invest in the notes. Unless stated otherwise or the context otherwise requires, references in this offering circular to the "Issuer," "we," "our" or "us" refer to Builders FirstSource, Inc. and its consolidated subsidiaries.

Our Company

We are a leading supplier of building materials, manufactured components and construction services to professional contractors, sub-contractors, and consumers. Following our acquisition of ProBuild in July 2015, we operate 399 locations in 40 states across the United States. Given the span and depth of our geographical reach, our locations are organized into nine geographical regions (Regions 1 through 9), which are also our operating segments, further aggregated into four reportable segments: Northeast, Southeast, South and West. All of our segments have similar customers, products and services, and distribution methods.

We offer an integrated solution to our customers providing manufacturing, supply and installation of a full range of structural and related building products. Our manufactured products include our factory-built roof and floor trusses, wall panels and stairs, vinyl windows, custom millwork and trim, as well as engineered wood that we design, cut, and assemble for each home. We also assemble interior and exterior doors into pre-hung units. Additionally, we supply our customers with a broad offering of professional grade building products not manufactured by us, such as dimensional lumber and lumber sheet goods and various window, door and millwork lines. Our full range of construction-related services includes professional installation, turn-key framing and shell construction, and spans all our product categories.

We group our building products into six product categories:

- *Lumber & Lumber Sheet Goods.* Lumber & lumber sheet goods include dimensional lumber, plywood, and OSB products used in on-site house framing.
- *Windows, Door & Millwork.* Windows & doors are comprised of the manufacturing, assembly, and distribution of windows and the assembly and distribution of interior and exterior door units. Millwork includes interior trim, exterior trim, columns and posts that we distribute, as well as custom exterior features that we manufacture under the Synboard® brand name.
- *Manufactured Products.* Manufactured products consist of wood floor and roof trusses, steel roof trusses, wall panels, stairs, and engineered wood.
- *Gypsum, Roofing & Insulation.* Gypsum, roofing, & insulation include wallboard, metal studs and trims, ceilings, joint treatment and finishes, stucco and exteriors.
- *Siding, Metal, and Concrete.* Siding, metal, and concrete includes vinyl, composite, and wood siding, other exteriors, and cement.
- *Other Building Products & Services.* Other building products & services are comprised of products such as cabinets and hardware as well as services such as turn-key framing, shell construction, design assistance, and professional installation spanning the majority of our product categories.

Recent Developments

In connection with the offering of the notes, we intend to (i) redeem all of the Existing Secured Notes currently outstanding from the holders thereof, pursuant to the terms and subject to the conditions of the Existing

Secured Indenture (as defined herein), and (ii) repay a portion of the First-Lien Facility in connection with a repricing of the First-Lien Facility expected to occur shortly following the closing of the offering of the notes.

Our Sponsor

We are a publicly traded company, with our common stock listed on the NASDAQ Stock Market LLC under the ticker symbol "BLDR." As of June 30, 2016, affiliates of JLL Partners, Inc. ("JLL") owned approximately 22.0% of our outstanding common stock.

JLL is a leading middle-market private equity firm with a 27-year track-record of adding value to complex investments through financial and operational expertise. Since its founding in 1988, JLL has invested approximately $4.5 billion across seven funds and has completed 39 platform investments as well as more than 50 add-on acquisitions. JLL has been an active investor in the building products sector for 17 years and has committed over $750 million of equity to the residential construction industry, including previous investments in CHI Overhead Doors (manufacturer of commercial sectional garage and rolling steel doors) and PGT (manufacturer of impact-resistant windows), and current investments in Pioneer Sand (hardscaping distribution services) and the Issuer, which JLL founded in 1998.

Corporate Information

We are incorporated in Delaware and the address of our principal executive office is 2001 Bryan Street, Suite 1600, Dallas, Texas 75201. Our telephone number is (214) 880-3500. Our Internet address is www.bldr.com and the information contained on, or accessible from, our website is not part of this offering circular by reference or otherwise.

THE OFFERING

The summary below describes the principal terms of the notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Notes" section of this offering circular contains a more detailed description of the terms and conditions of the notes. You should refer to the section entitled "Risk Factors" for an explanation of certain risks of investing in the notes.

Issuer	Builders FirstSource, Inc.
Notes Offered	$750 million aggregate principal amount of % senior secured notes due 2024.
Maturity Date	The notes will mature on , 2024.
Interest	Interest on the notes will accrue at a rate of % per annum. Interest on the notes will be payable semi-annually in cash in arrears on and of each year, commencing , 2017. Interest will accrue from the issue date of the notes.
Guarantees	The notes will be fully and unconditionally guaranteed, jointly and severally, on a senior secured basis by each of the Issuer's subsidiaries that guarantee its obligations under the Senior Secured Credit Facilities. Subject to certain exceptions, future subsidiaries that guarantee the Senior Secured Credit Facilities or certain other indebtedness will also guarantee the notes. The guarantees will be released in certain circumstances as described in "Description of the Notes—Guarantees." For the twelve months ended June 30, 2016, those subsidiaries of the Issuer that will not serve as guarantors accounted for a de minimis percentage of the Issuer's sales, Adjusted EBITDA, total assets and total liabilities.
Collateral	The notes and the guarantees will be secured by a first-priority lien on the Notes Collateral owned by the Issuer and the guarantors and on a second-priority basis by the ABL Collateral owned by the Issuer and the guarantors, in each case subject to certain liens permitted under the Indenture. No appraisal of the value of the Collateral has been made in connection with this offering, and the value of Collateral at any time will depend on market and other economic conditions, including the availability of suitable buyers for the Collateral. The liens on the Collateral may be released without the consent of the holders of the Notes if Collateral is disposed of in a transaction that complies with the Indenture and the Senior Secured Credit Facilities and the applicable security documents, including in accordance with the provisions of the ABL-Notes Intercreditor Agreement and the Pari Passu Intercreditor Agreement (each as defined herein). In the event of a liquidation of the Collateral, the available proceeds may not be sufficient to satisfy the obligations under the Notes. See "Risk Factors—Risks Relating to Our Indebtedness and the Notes—The

	Collateral may not be valuable enough to satisfy all the obligations secured by such Collateral" and "Description of the Notes—Notes Collateral."
Ranking	The notes and the guarantees will be the Issuer's and the guarantors' senior secured obligations and will: • rank *pari passu* in right of payment with any existing and future senior indebtedness of the Issuer or the guarantors, including obligations under the ABL Facility, the First-Lien Facility and the Existing Unsecured Notes; • rank senior in right of payment to any future subordinated indebtedness of the Issuer or the guarantors; • be effectively senior to all existing and future unsecured indebtedness of the Issuer and the guarantors, including obligations under the Existing Unsecured Notes, to the extent of the value of the Collateral owned by the Issuer or the guarantors; • be effectively senior to all existing and future indebtedness or other obligations of the Issuer and the guarantors under the ABL Facility, to the extent of the value of the Notes Collateral owned by the Issuer or the guarantors; • be effectively subordinated to the existing and future indebtedness or other obligations of the Issuer and the guarantors under the ABL Facility, to the extent of the value of the ABL Collateral owned by the Issuer or the guarantors; • be effectively subordinated to any existing and future indebtedness of the Issuer and the guarantors that is secured by liens on assets that do not constitute part of the Collateral to the extent of the value of such assets; and • be structurally subordinated to any existing and future indebtedness and other liabilities, including preferred stock, of the Issuer's subsidiaries that do not guarantee the notes. As of June 30, 2016, giving effect to the offering of the notes hereby and the use of proceeds therefrom, we would have had approximately $2,022.3 million of total debt outstanding, including $750.0 million of senior secured notes offered hereby, additional secured debt consisting of $471.9 million of borrowings under the First-Lien Facility, $104.0 million of borrowings under the ABL Facility, with $611.0 million of additional availability (subject to availability under a borrowing base and after giving effect to $85.0 million of letters of credit outstanding as of June 30, 2016) thereunder, and $417.6 million of Existing Unsecured Notes outstanding and $278.8 million of existing lease finance obligations and capitalized lease obligations.
Intercreditor Agreements and Joinders	The liens on the Collateral are subject to (i) the ABL-Notes Intercreditor Agreement, dated as of May 29, 2013, by and between the Issuer, SunTrust Bank, as ABL Agent, Wilmington Trust, National Association, as Notes Collateral Agent for the Existing

	Secured Notes and the other grantors party thereto, as amended by the Lien Sharing and Priority Confirmation Joinder, dated as of July 31, 2015, among the Issuer, the ABL Agent, the Notes Collateral Agent for the Existing Secured Notes and Deutsche Bank AG New York Branch, as Term Administrative Agent and Term Collateral Agent under the First-Lien Facility (the "ABL-Notes Intercreditor Agreement"), and (ii) the Pari Passu Intercreditor Agreement, dated as of July 31, 2015, among the Issuer, the other grantors party thereto, the Term Administrative Agent, the Notes Collateral Agent for the Existing Secured Notes and the other parties thereto (the "Pari Passu Intercreditor Agreement" and, together with the ABL/Bond Intercreditor Agreement, the "Intercreditor Agreements"). On the closing date, (i) the Issuer, the ABL Agent, Wilmington Trust, National Association, as the collateral agent with respect to the notes (the "Notes Collateral Agent") and the Term Administrative Agent and Term Collateral Agent will enter into a Lien Sharing and Priority Confirmation Joinder to the ABL-Notes Intercreditor Agreement and (ii) the Notes Collateral Agent will enter into an Additional Authorized Representative Agent Joinder Agreement to the Pari Passu Intercreditor Agreement (together, the "Joinders"), providing that the liens on the Collateral securing the notes and the guarantees will be subject to the Intercreditor Agreements.
Optional Redemption	On or after , 2019, we may redeem some or all of the notes at any time at the redemption prices described in the section "Description of the Notes—Optional Redemption." Prior to such date, we may redeem some or all of the notes at a redemption price of 100% of the principal amount plus accrued and unpaid interest, if any, to, but excluding, the redemption date, plus a "make-whole" premium. In addition, we may redeem up to 40% of the aggregate principal amount of the notes before , 2019 with the proceeds of certain equity offerings at a redemption price of % of the principal amount plus accrued and unpaid interest, if any, to, but excluding, the redemption date. At any time and from time to time during the 36 month period following the issue date of the notes, the Issuer may redeem up to 10% of the aggregate principal amount of the notes issued under the Indenture (including any additional notes issued under the indenture after the closing date) during each twelve-month period commencing with the issue date of the notes at a redemption price of 103% of the aggregate principal amount thereof plus accrued and unpaid interest to the redemption date. See "Description of the Notes—Optional Redemption."
Change of Control	If we experience certain kinds of changes of control, we must offer to purchase the notes at 101% of their principal amount, plus accrued and unpaid interest, if any, to, but excluding, the purchase date. For more details, see "Description of the Notes—Change of Control."

Mandatory Offer to Repurchase Following Certain Asset Sales	If we sell certain assets and do not repay certain debt or reinvest the proceeds of such sales within certain time periods, we must offer to repurchase the notes as described under "Description of the Notes—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."
Certain Covenants	The Indenture will contain covenants that limit, among other things, our ability and the ability of some of our subsidiaries to: • incur additional indebtedness; • declare or pay dividends, redeem stock or make other distributions to stockholders; • make investments; • create liens or use assets as security in other transactions; • merge or consolidate, or sell, transfer, lease or dispose of substantially all of our assets; • enter into transactions with affiliates; • sell or transfer certain assets; and • agree to certain restrictions on the ability of restricted subsidiaries to make payments to the Issuer. These covenants are subject to a number of important qualifications and limitations. In addition, so long as the notes have an investment grade rating from any two of Standard & Poor's Investors Ratings Service, Moody's Investors Service, Inc. and Fitch Ratings, Inc. we will not be subject to certain of the covenants listed above. See "Description of the Notes—Certain Covenants."
Transfer Restrictions & Listing	The notes have not been registered under the Securities Act or any state securities laws and may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. See "Transfer Restrictions." We do not intend to apply for listing of the notes on any securities exchange or for inclusion of the notes in any automated quotation system.
No Registration Rights	We do not intend to register the notes under the U.S. federal or state securities laws or under the securities laws of any other jurisdiction.
Absence of an Established Market for the Notes	The notes will be a new class of securities for which there is currently no market. Although the initial purchasers have informed us that they intend to make a market in the notes, the initial purchasers are not obligated to do so and may discontinue market-making activities at any time without notice. Accordingly, we cannot assure you that a liquid market for the notes will develop or be maintained.
Use of Proceeds	We intend to use the net proceeds from this offering to redeem all of the Existing Secured Notes, repay a portion of the First-Lien Facility

	and pay related transaction fees and expenses, with any residual net proceeds being used for general corporate purposes. See "Use of Proceeds."
Original Issue Discount	If the stated principal amount of the notes exceeds their issue price by an amount greater than or equal to a statutorily-defined *de minimis* threshold, then the notes will be considered to be issued with original issue discount ("OID") for United States federal income tax purposes. If the notes are issued with OID, then, in addition to the stated interest on a note, a U.S. Holder (as defined in "Certain United States Federal Income Tax Considerations") generally will be required to include the OID on such note in gross income (as ordinary income) as it accrues on a constant yield basis for United States federal income tax purposes, in advance of the receipt of the cash payments to which such OID is attributable and regardless of the holder's regular method of accounting for United States federal income tax purposes. See "Certain United States Federal Income Tax Considerations."
Risk Factors	You should consider carefully all of the information set forth in this offering circular and the documents incorporated by reference herein and, in particular, should evaluate the specific factors set forth in the section entitled "Risk Factors" in this offering circular, in our Annual Report on Form 10-K for the fiscal year ended December 31, 2015 in Item 1A under "Risk Factors" as well as in Item 7A "Quantitative and Qualitative Disclosures About Market Risk," in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2016 in Item 3 "Quantitative and Qualitative Disclosures About Market Risk" and the risks detailed from time to time in our future SEC reports.

SUMMARY HISTORICAL FINANCIAL AND OTHER DATA

The following tables set forth summary historical financial information for the Issuer and ProBuild for the periods ended and as of the dates indicated. The Issuer's financial information for the years ended December 31, 2013, 2014 and 2015 and as of the years ended December 31, 2014 and 2015 has been derived from the Issuer's audited condensed consolidated financial statements and the notes related thereto incorporated by reference into this offering circular. The Issuer's financial information for the six months ended June 30, 2015 and 2016 and as of June 30, 2016 has been derived from the Issuer's unaudited condensed consolidated financial statements and the notes related thereto incorporated by reference into this offering circular. The Issuer's financial information for the year ended December 31, 2012 has been derived from the Issuer's audited condensed consolidated financial statements and the notes related thereto not incorporated by reference into this offering circular. The issuer's financial information as of June 30, 2015 has been derived from the Issuer's unaudited condensed consolidated financial statements and the notes related thereto not incorporated by reference into this offering circular. ProBuild's financial information for the years ended December 31, 2012, 2013 and 2014 has been derived from ProBuild's audited condensed consolidated financial statements and the notes related thereto incorporated by reference into this offering circular. The Issuer's unaudited pro forma condensed combined financial information for the year ended December 31, 2015 gives effect to the Issuer's acquisition of ProBuild and related financing transactions as if they had occurred on January 1, 2015. The Issuer's unaudited condensed combined financial information for the twelve months ("LTM") ended June 30, 2016 has been derived by adding the Issuer's audited condensed consolidated financial statements for the year ended December 31, 2015 to the Issuer's unaudited condensed consolidated financial statements for the six months ended June 30, 2016 and subtracting the Issuer's unaudited condensed consolidated financial statements for the six months ended June 30, 2015. Certain LTM financial information included in this offering circular is adjusted to give effect to ProBuild's contribution to the Issuer's Adjusted EBITDA for the one month ended July 31, 2015. The following summary historical financial and other data should be read in conjunction with the audited condensed consolidated financial statements and related notes of the Issuer as of and for the years ended December 31, 2012, 2013, 2014 and 2015 and the unaudited condensed consolidated financial statements for the Issuer as of and for the six months ended June 30, 2015 and 2016.

Builders FirstSource, Inc. Financial Information

	Year Ended December 31,				Six Months Ended June 30,		Pro Forma Year Ended December 31,	LTM Ended June 30,
	2012	2013	2014	2015	2015	2016	2015	2016
	(in thousands)							
Statement of Operations Data:								
Sales	$1,070,676	$1,489,892	$1,604,096	$3,564,425	$832,507	$3,074,415	$6,066,792	$5,806,333
Cost of sales	856,110	1,169,972	1,247,099	2,662,967	638,160	2,306,335	4,518,088	4,331,142
Gross margin	214,566	319,920	356,997	901,458	194,347	768,080	1,548,704	1,475,191
Selling, general and administrative expenses	223,269	271,878	306,979	810,841	177,766	668,880	1,393,244	1,301,955
Income from operations	(8,703)	48,042	50,018	90,617	16,581	99,200	155,460	173,236
Interest expense, net	45,139	89,638	30,349	109,199	20,180	78,027	180,929	167,046
Income (loss) from continuing operations before income taxes	(53,842)	(41,596)	19,669	(18,582)	(3,599)	21,173	(25,469)	6,190
Income tax expense (benefit)	577	769	1,111	4,387	(3)	8,714	5,910	13,104
Income (loss) from continuing operations	(54,419)	(42,365)	18,558	(22,969)	(3,596)	12,459	(31,379)	(6,914)
Income (loss) from discontinued operations	(2,437)	(326)	(408)	138	102	2	138	38
Net income (loss)	$ (56,856)	$ (42,691)	$ 18,150	$ (22,831)	$ (3,494)	$ 12,461	$ (31,241)	$ (6,876)

	As of December 31,		As of June 30,	
	2014	2015	2015	2016
	(in thousands)			
Balance Sheet Data:				
Current assets:				
Cash and cash equivalents	$ 17,773	$ 65,063	$ 40,151	$ 6,192
Accounts receivable, less allowances of $3,153, $8,049, $3,148 and $9,683 at December 31, 2014 and 2015 and at June 30, 2015 and 2016, respectively	140,064	528,544	184,675	667,905
Other receivables	24,070	57,778	—	37,583
Inventories, net	138,156	513,045	146,227	578,776
Other current assets	11,477	29,899	26,752	28,429
Total current assets	331,540	1,194,329	397,805	1,318,885
Property, plant and equipment, net	75,679	734,329	86,830	698,969
Assets held for sale	1,395	5,585	—	9,063
Goodwill	139,774	739,625	141,090	740,411
Intangible assets, net	17,228	189,604	16,086	174,908
Other assets, net	8,449	18,566	20,561	22,954
Total assets	$574,065	$2,882,038	$662,372	$2,965,190
Current liabilities:				
Checks outstanding	$ —	$ 46,833	$ —	$ 39,458
Accounts payable	74,427	365,347	110,538	482,629
Accrued liabilities	67,666	293,905	80,460	246,564
Current maturities of long-term debt and lease obligations	30,074	29,153	55,078	28,540
Total current liabilities	172,167	735,238	246,076	797,191
Long-term debt and lease obligations, net of current maturities, debt discount and deferred loan costs	344,829	1,922,518	353,790	1,909,823
Deferred income taxes	6,441	11,502	6,984	20,074
Other long-term liabilities	10,428	63,585	7,379	68,981
Total liabilities	533,865	2,732,843	614,229	2,796,069
Total stockholders' equity	40,200	149,195	48,143	169,121
Total liabilities and stockholders' equity	$574,065	$2,882,038	$662,372	$2,965,190

	Year Ended December 31,				Six Months Ended June 30,		Pro Forma Year Ended December 31,	LTM Ended June 30,
	2012	2013	2014	2015	2015	2016	2015	2016
	(in thousands, except for ratios and where noted)							
Other Financial Data:								
Depreciation and amortization	$11,120	$ 9,305	$ 9,519	$ 58,280	$ 6,782	$ 61,349	$117,277	$ 112,847
EBITDA(1)	2,417	57,347	59,537	148,897	23,363	160,549	272,737	286,083
Adjusted EBITDA(1)	6,411	61,329	66,812	200,522	38,924	178,522	313,296	370,834
Capital expenditures(2)	10,398	15,051	25,716	43,811	14,331	22,672	64,260	52,152
Sales per start (U.S.)($)(3)	2,000	2,412	2,476	4,988	2,411	7,869		
Sales per start (South region)($)(3)	3,789	4,572	4,639	9,210	4,369	14,240		
Cash and cash equivalents								$ 6,192
Further Adjusted EBITDA(1)								$ 431,834
First-lien debt(4)								$1,500,658
Secured debt(5)								$1,604,658
Long-term total debt(6)								$2,022,266
Interest expense								$ 167,046
First-lien leverage ratio, net(7)								3.5x
Secured leverage ratio, net(8)								3.7x
Total leverage ratio, net(9)								4.7x
Interest coverage ratio(10)								2.6x

(1) We define EBITDA as net income (loss) adjusted for depreciation and amortization, interest expense, net, income tax expense, net and discontinued operations, net of tax. We define Adjusted EBITDA as EBITDA adjusted for facility closure costs, stock compensation expense, transaction costs, gain (loss) on sale and impairment of assets, the ProBuild Adjusted EBITDA contribution and other expenses. For the pro forma period, EBITDA and Adjusted EBITDA combine the historical results of the Issuer with the historical results of ProBuild, giving effect to the ProBuild acquisition and related adjustments for pro forma results (see below for further information). Adjusted EBITDA for the LTM ended June 30, 2016 includes ProBuild's contribution to the Issuer's Adjusted EBITDA for the one month ended July 31, 2015. Our management uses EBITDA and Adjusted EBITDA as a supplemental measure in the evaluation of our business and believes that EBITDA and Adjusted EBITDA provide a meaningful measure of our performance because they eliminate the effects of period to period changes in taxes, costs associated with capital investments, interest expense, stock compensation expense and other non-cash and non-recurring items. EBITDA and Adjusted EBITDA are not financial measures calculated in accordance with GAAP. Accordingly, they should not be considered in isolation or as a substitute for net income (loss) or other financial measures prepared in accordance with GAAP.

When evaluating EBITDA and Adjusted EBITDA, investors should consider, among other factors, (i) increasing or decreasing trends in EBITDA and Adjusted EBITDA, (ii) whether EBITDA and Adjusted EBITDA has remained at positive levels historically, and (iii) how EBITDA and Adjusted EBITDA compares to our debt outstanding. We provide a reconciliation of EBITDA and Adjusted EBITDA to GAAP net income (loss). Because EBITDA and Adjusted EBITDA excludes some, but not all, items that affect net income (loss) and may vary among companies, EBITDA and Adjusted EBITDA presented by us may not be comparable to similarly titled measures of other companies. EBITDA and Adjusted EBITDA does not give effect to the cash we must use to service our debt or pay income taxes and thus does not reflect the funds generated from or used in operations or actually available for capital investments.

The "pro forma" information included in or incorporated by reference into this offering circular was prepared in accordance with Article 11 of Regulation S-X. It combines the historical results of the Issuer for the periods presented herein and incorporated by reference with the historical results of ProBuild for the periods presented herein and incorporated by reference prior to the closing of the Issuer's acquisition of ProBuild on July 31, 2015.

The following table is a reconciliation of our net income (loss) to EBITDA, Adjusted EBITDA and Further Adjusted EBITDA:

	Year Ended December 31,				Six Months Ended June 30,		Pro Forma Year Ended December 31,	LTM Ended June 30,
	2012	2013	2014	2015	2015	2016	2015	2016
	(in thousands)							
Net income (loss)	$(56,856)	$(42,691)	$18,150	$ (22,831)	$ (3,494)	$ 12,461	$ (31,241)	$ (6,876)
Depreciation and amortization	11,120	9,305	9,519	58,280	6,782	61,349	117,277	112,847
Interest expense, net	45,139	89,638	30,349	109,199	20,180	78,027	180,929	167,046
Income tax expense, net	577	769	1,111	4,387	(3)	8,714	5,910	13,104
Discontinued operations, net of tax	2,437	326	408	(138)	(102)	(2)	(138)	(38)
EBITDA	2,417	57,347	59,537	148,897	23,363	160,549	272,737	286,083
Facility closure costs	958	(7)	471	2,700	385	(1,690)	4,123	625
Stock compensation expense	3,628	4,245	6,157	6,848	3,369	5,127	6,848	8,606
Transaction and integration costs	7	—	604	40,641	11,854	12,891	24,094	41,678
Gain (loss) on sale and impairment of assets(A)	(38)	(284)	(114)	1,312	(114)	996	(1,964)	2,422
ProBuild Adjusted EBITDA contribution(B)	—	—	—	—	—	—	—	30,714
Other expenses(C)	(561)	28	157	124	67	649	7,458	706
Adjusted EBITDA	6,411	61,329	66,812	200,522	38,924	178,522	313,296	370,834
Unrealized synergies(D)	—	—	—	—	—	—	100,000	61,000
Further Adjusted EBITDA	$ 6,411	$ 61,329	$66,812	$200,522	$38,924	$178,522	$413,296	$431,834

(A) Includes gain on sale and impairment of assets attributable to the Issuer of $1.3 million and loss on sale and impairment of assets attributable to ProBuild prior to its acquisition by the Issuer of $3.3 million, in each case for the year ended December 31, 2015 on a pro forma basis.

(B) Represents ProBuild's contribution to the Issuer's Adjusted EBITDA for the one month ended July 31, 2015.

(C) Includes severance, one-time costs and adjustments for ProBuild's long-term incentive expenses and losses from closed locations, consisting of $0.5 million attributable to the Issuer and $6.9 million attributable to ProBuild prior to its acquisition by the Issuer, in each case for the year ended December 31, 2015 on a pro forma basis.

(D) Unrealized synergies consist of (i) procurement cost savings related to savings achieved through optimized pricing and rebates with existing supply relationships; (ii) location consolidation cost savings related to savings achieved through the consolidation of facilities in overlapping regions, as well as the consolidation of our delivery fleet; and (iii) selling, general and administrative cost savings related to savings achieved through the consolidation of corporation support functions and consolidation of benefits plans and insurance policies. As of June 30, 2016, approximately $57 million of one-time costs have been incurred. For a discussion of risks related to projected cost savings, see "Risk Factors—Risks Relating to Our Business and Industry—Combining the operations of the Issuer and ProBuild may be more difficult, costly or time consuming than expected and the anticipated benefits and cost savings of the ProBuild acquisition may not be realized."

(2) Includes capital expenditures attributable to the Issuer of $43.8 million and capital expenditures attributable to ProBuild prior to its acquisition by the Issuer of $20.4 million, in each case for the year ended December 31, 2015 presented on a pro forma basis.

(3) Represents sales per single family housing start on a non-seasonally adjusted basis. Census-defined South region includes Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia and West Virginia.

(4) First lien debt consists of the First-Lien Facility and the notes offered hereby, giving effect to the redemption of the Existing Secured Notes and the repayment of a portion of the First-Lien Facility, lease finance obligations and capital lease obligations.

(5) Secured debt consists of the first lien debt, the ABL Facility and other secured long-term debt, if any.

(6) Total long-term debt consists of the secured debt plus the Existing Unsecured Notes.

(7) First lien leverage ratio, net represents our first lien debt, net of cash and cash equivalents, divided by our Further Adjusted EBITDA.

(8) Secured leverage ratio, net represents our secured debt, net of cash and cash equivalents, divided by our Further Adjusted EBITDA.

(9) Total leverage ratio, net represents our total long-term debt, net of cash and cash equivalents, divided by our Further Adjusted EBITDA.

(10) Interest coverage ratio represents our Further Adjusted EBITDA, divided by our interest expense.

ProBuild Holdings, Inc. Financial Information

	Year Ended December 31,		
	2012	2013	2014
		(in thousands)	
Statement of Operations Data:			
Net sales	$3,620,976	$4,335,369	$4,478,723
Cost of goods sold	2,740,025	3,250,972	3,323,726
Gross margin	880,951	1,084,397	1,154,997
Operating expenses, excluding depreciation and amortization	901,306	1,010,429	1,026,254
Depreciation expense	59,052	47,432	48,313
Amortization expense	25,538	15,482	9,485
Total operating expenses	985,896	1,073,343	1,084,052
Income (loss) from operations	(104,945)	11,054	70,945
Interest expense	(61,852)	(58,686)	(54,728)
Other income			
Interest	3,435	3,506	3,271
Other income	3,337	4,872	6,318
Income (loss) before income tax expense	(160,025)	(39,254)	25,806
Income tax expense	1,540	1,492	596
Net income (loss)	(161,565)	(40,746)	25,210
Less: Income (loss) attributable to the noncontrolling interests	(148,392)	(21,621)	36,369
Net loss attributable to ProBuild Holdings, Inc.	$ (13,173)	$ (19,125)	$ (11,159)

	Year Ended December 31,		
	2012	2013	2014
		(in thousands)	
Other Financial Data:			
Capital expenditures	$44,116	$ 83,013	$ 65,109
EBITDA(1)	$ (6,751)	$ 88,448	$143,376
Adjusted EBITDA(1)	$55,712	$123,316	$192,485

(1) For the historical periods presented here, ProBuild defined EBITDA as GAAP net loss plus noncontrolling interest, depreciation and amortization expense, net interest expense and income tax expense. The Issuer defines ProBuild's Adjusted EBITDA as EBITDA plus long-term bonus, LIFO expense, (gain) loss on sale, (income) loss from closed operations, held for sale impairment, non-recurring charges, impairments/other extraordinary adjustments and certain other adjustments (explained further in note (B) below). EBITDA and Adjusted EBITDA are presented because we believe they are useful to investors as widely accepted financial indicators of a company's ability to service and/or incur indebtedness and because such disclosure provides investors with additional criteria used by us to evaluate ProBuild's historical operating performance.

EBITDA and Adjusted EBITDA are not defined under United States generally accepted accounting principles, or GAAP, should not be considered in isolation or as a substitute for measures of ProBuild's performance prepared in accordance with GAAP and are not indicative of income from operations as determined under GAAP. Because not all companies use identical calculations, the presentation of EBITDA and Adjusted EBITDA may not be comparable to other similarly titled measures of other companies. EBITDA and Adjusted EBITDA have limitations as analytical tools. Some of these limitations are:

- EBITDA and Adjusted EBITDA do not reflect period to period changes in taxes;
- EBITDA and Adjusted EBITDA do not reflect ProBuild's costs associated with capital investments;
- EBITDA and Adjusted EBITDA do not reflect ProBuild's interest expense;
- Adjusted EBITDA does not reflect ProBuild's stock compensation expense, asset impairments and other non-recurring items; and
- other companies in ProBuild's industry may calculate EBITDA and Adjusted EBITDA differently, limiting their usefulness as comparative measures.

Because of these limitations, EBITDA and Adjusted EBITDA should not be considered as discretionary cash that would be available to ProBuild to reinvest in the growth of its business or as a measure of cash that would be available to ProBuild to meet its obligations.

The following table is a reconciliation of ProBuild's net loss to EBITDA and Adjusted EBITDA:

	Year Ended December 31,		
	2012	2013	2014
		(in thousands)	
Net loss	$ (13,173)	$ (19,125)	$ (11,159)
Noncontrolling interest	(148,392)	(21,621)	36,369
Depreciation and amortization expense	91,422	69,016	62,842
Interest expense, net	61,852	58,686	54,728
Income tax expense	1,540	1,492	596
EBITDA	(6,751)	88,448	143,376
Long-term bonus	2,787	2,054	3,717
LIFO expense	13,940	12,381	6,531
(Gain) loss on sale	642	48	(400)
(Income) loss from closed operations	19,626	(3,708)	17,913
Held for sale impairment	3,481	4,524	1,997
Non-recurring charges(A)	7,085	11,970	6,039
Impairments/other extraordinary adjustments	14,902	7,599	2,362
Other adjustments(B)	—	—	10,950
Adjusted EBITDA	$ 55,712	$123,316	$192,485

(A) Non-recurring charges primarily relate to the development of ProBuild's strategic plan and reductions in corporate headquarters workforce.

(B) Other adjustments primarily relate to harmonization and changes of accounting policies and full year effect of cost savings initiatives.

RISK FACTORS

Any investment in the notes involves a high degree of risk. You should carefully consider the risks described below and all of the information contained in this offering circular and in the documents incorporated by reference herein before deciding whether to purchase the notes. The risks and uncertainties described below are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also materially and adversely affect our business. If any of those risks actually occurs, our business, cash flows, financial condition and results of operations would suffer. Along with the risks and uncertainties described below, you should carefully consider the risks and uncertainties described in the section entitled "Risk Factors" in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2015, which is incorporated by reference into this offering circular. The risks discussed below also include forward-looking statements and our actual results may differ substantially from those discussed in these forward-looking statements. See "Disclosure Regarding Forward-Looking Statements" in this offering circular.

Risks Relating to Our Business and Industry

The industry in which we operate is dependent upon the residential homebuilding industry, as well as the U.S. economy, the credit markets and other important factors.

The building products industry is highly dependent on new home and multifamily construction, which in turn are dependent upon a number of factors, including interest rates, consumer confidence, employment rates, foreclosure rates, housing inventory levels and occupancy, housing demand and the health of the U.S. economy and mortgage markets. Unfavorable changes in demographics, credit markets, consumer confidence, housing affordability, or housing inventory levels and occupancy, or a weakening of the U.S. economy or of any regional or local economy in which we operate could adversely affect consumer spending, result in decreased demand for our products, and adversely affect our business. Production of new homes and multifamily buildings may also decline because of shortages of qualified tradesmen, reliance on inadequately capitalized builders and sub-contractors, and shortages of suitable building lots and material. The homebuilding industry is currently experiencing a shortage of qualified, trained labor in many areas, including those served by us. In addition, the building industry is subject to various local, state, and federal statutes, ordinances, rules and regulations concerning zoning, building design and safety, construction, energy and water conservation and similar matters, including regulations that impose restrictive zoning and density requirements in order to limit the number of homes that can be built within the boundaries of a particular area or in order to maintain certain areas as primarily or exclusively residential. Regulatory restrictions may increase our operating expenses and limit the availability of suitable building lots for our customers, which could negatively affect our sales and earnings. Because we have substantial fixed costs, relatively modest declines in our customers' production levels could have a significant adverse effect on our financial condition, operating results and cash flows.

The homebuilding industry underwent a significant downturn that began in mid-2006 and began to stabilize in late 2011. U.S. homebuilding activity increased in 2014 and 2015 to approximately 647,800 and 714,700 single-family starts, respectively, although it remains well below the historical average (from 1959 through 2015) of 1.0 million single-family starts per year. According to the U.S. Census Bureau, actual U.S. single family housing starts in the U.S. during 2015 were 51.2% lower than in 2006. We believe that the slow recovery of the housing market is due to a variety of factors including: a severe economic recession, followed by a gradual economic recovery; limited credit availability; shortages of suitable building lots in many regions; shortages of experienced labor; a substantial reduction in speculative home investment; and soft housing demand. The downturn in the homebuilding industry resulted in a substantial reduction in demand for our products and services.

In addition, beginning in 2007, the mortgage markets experienced substantial disruption due to increased defaults, primarily as a result of credit quality deterioration. The disruption resulted in a stricter regulatory environment and reduced availability of mortgages for potential homebuyers due to a tight credit market and

stricter standards to qualify for mortgages. Mortgage financing and commercial credit for smaller homebuilders continue to be constrained, which is slowing a recovery in our industry. Since the housing industry is dependent upon the economy as well as potential homebuyers' access to mortgage financing and homebuilders' access to commercial credit, it is likely that the housing industry will not fully recover until conditions in the economy and the credit markets further improve.

If the housing market declines, we may be required to take impairment charges relating to our operations or temporarily idle or permanently close under-performing locations.

We recorded no goodwill impairment charges in 2015 or 2014. In continuing operations for the year ended December 31, 2015 we recorded impairment charges on held-for-use assets of $1.4 million related to customer relationship intangibles associated with a location closure. We recorded no significant asset impairment charges in continuing operations in 2014. If conditions in the housing industry deteriorate we may need to take goodwill and/or asset impairment charges relating to certain of our reporting units. Any such non-cash charges would have an adverse effect on our financial results. In addition, in response to industry conditions, we may have to temporarily idle or permanently close certain facilities in under-performing regions. Any such facility closures could have a significant adverse effect on our financial condition, operating results and cash flows.

Our level of indebtedness could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry, and prevent us from meeting our obligations under our debt instruments.

As of June 30, 2016, our debt totaled $1,978.9 million, including $278.8 million of lease finance obligations and capital lease obligations. We also have an $800 million ABL Facility. As of June 30, 2016, we had $104.0 million in borrowings, as well as $85.0 million of letters of credit, outstanding under the ABL Facility. In addition, we have significant obligations under ongoing operating leases that are not reflected on our balance sheet. After giving pro forma effect to this offering, as of June 30, 2016, our debt would have totaled $2,022.3 million, including $278.8 million of lease finance obligations and capital lease obligations.

Our substantial debt could have important consequences to us, including:

- increasing our vulnerability to general economic and industry conditions;
- requiring a substantial portion of our operating cash flow to be dedicated to the payment of principal and interest on our indebtedness, therefore reducing our liquidity and our ability to use our cash flow to fund our operations, capital expenditures, and future business opportunities;
- exposing us to the risk of increased interest rates, and corresponding increased interest expense, because borrowings under the ABL Facility and the First-Lien Facility are at variable rates of interest;
- limiting our ability to obtain additional financing for working capital, capital expenditures, debt service requirements, acquisitions, and general corporate or other purposes; and
- limiting our ability to adjust to changing marketplace conditions and placing us at a competitive disadvantage compared to our competitors who may have less debt.

In addition, some of our debt instruments, including those governing the ABL Facility, the First-Lien Facility, and the Existing Unsecured Notes, contain, and the Indenture will contain, cross-default provisions that could result in our debt being declared immediately due and payable under a number of debt instruments, even if we default on only one debt instrument. In such event, it is unlikely that we would be able to satisfy our obligations under all of such accelerated indebtedness simultaneously.

Our financial condition and operating performance and that of our subsidiaries are also subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. There are no assurances that we will maintain a level of liquidity sufficient to permit us to pay the principal, premium and interest on our indebtedness.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, sell assets, seek additional capital, or restructure or refinance our indebtedness. These alternative measures may not be successful and may not permit us to meet our scheduled debt service obligations. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations in an effort to meet our debt service and other obligations. The agreements governing the ABL Facility and the First-Lien Facility and the Existing Unsecured Indenture restrict, and the Indenture will restrict, our ability to dispose of assets and to use the proceeds from such dispositions. We may not be able to consummate those dispositions or be able to obtain the proceeds that we could realize from them, and these proceeds may not be adequate to meet any debt service obligations then due.

We may have future capital needs and may not be able to obtain additional financing on acceptable terms.

We are substantially reliant on cash on hand and borrowing availability under the ABL Facility, which totaled $617.2 million at June 30, 2016, to provide working capital and fund our operations. Our working capital requirements are likely to grow assuming the housing industry improves. Our inability to renew, amend or replace the ABL Facility, the First-Lien Facility, the Existing Unsecured Notes or the notes when required or when business conditions warrant could have a material adverse effect on our business, financial condition and results of operations.

Economic and credit market conditions, the performance of our industry, and our financial performance, as well as other factors, may constrain our financing abilities. Our ability to secure additional financing, if available, and to satisfy our financial obligations under indebtedness outstanding from time to time will depend upon our future operating performance, the availability of credit, economic conditions and financial, business and other factors, many of which are beyond our control. Any worsening of current housing market conditions or the macroeconomic factors that affect our industry could require us to seek additional capital and have a material adverse effect on our ability to secure such capital on favorable terms, if at all.

We may be unable to secure additional financing or financing on favorable terms or our operating cash flow may be insufficient to satisfy our financial obligations under indebtedness outstanding from time to time, including the notes, the Existing Unsecured Notes, the ABL Facility and the First-Lien Facility. The agreements governing the ABL Facility and the First-Lien Facility and the Existing Unsecured Indenture, moreover, restrict, and the Indenture will restrict, the amount of permitted indebtedness allowed. In addition, if financing is not available when needed, or is available on unfavorable terms, we may be unable to take advantage of business opportunities, including potential acquisitions, or respond to competitive pressures, any of which could have a material adverse effect on our business, financial condition, and results of operations. If additional funds are raised through the issuance of additional equity or convertible debt securities, our stockholders may experience significant dilution.

We may incur additional indebtedness.

We may incur additional indebtedness in the future, including secured debt, subject to the restrictions contained in the agreements governing the notes, the ABL Facility and the First-Lien Facility and the Existing Unsecured Indenture. If new debt is added to our current debt levels, the related risks that we now face could intensify.

Our debt instruments contain various covenants that limit our ability to operate our business.

Our financing arrangements, including the agreements governing the ABL Facility and the First-Lien Facility and the Existing Unsecured Indenture, contain, and the Indenture will contain, various provisions that limit our ability to, among other things:

- transfer or sell assets, including the equity interests of our restricted subsidiaries, or use asset sale proceeds;
- incur additional debt;
- pay dividends or distributions on our capital stock or repurchase our capital stock;
- make certain restricted payments or investments;
- create liens to secure debt;
- enter into transactions with affiliates;
- merge or consolidate with another company or continue to receive the benefits of these financing arrangements under a "change in control" scenario (as defined in those agreements); and
- engage in unrelated business activities.

The agreement governing the ABL Facility contains a financial covenant requiring the satisfaction of a minimum fixed charge coverage ratio of 1.00 to 1.00 if our excess availability falls below the greater of $80 million or 10% of the maximum borrowing amount. As of June 30, 2016, our excess availability was $611.0 million.

These provisions may restrict our ability to expand or fully pursue our business strategies. Our ability to comply with the agreements governing the notes, the ABL Facility and the First-Lien Facility and the Existing Unsecured Indenture may be affected by changes in our operating and financial performance, changes in general business and economic conditions, adverse regulatory developments, a change in control or other events beyond our control. The breach of any of these provisions, including those contained in the notes, the ABL Facility and the First-Lien Facility and the Existing Unsecured Indenture, could result in a default under our indebtedness, which could cause those and other obligations to become due and payable. If any of our indebtedness is accelerated, we may not be able to repay it.

We occupy most of our respective facilities under long-term non-cancelable leases. We may be unable to renew leases at the end of their terms. If we close a facility, we are still obligated under the applicable lease.

Most of our facilities are leased. Many of our leases are non-cancelable, typically have initial expiration terms ranging from five to 15 years and most provide options to renew for specified periods of time. We believe that leases we enter into in the future will likely be of the same terms (five to 15 years), will be non-cancelable and will feature similar renewal options. If we close or idle a facility we would remain committed to perform our obligations under the applicable lease, which would include, among other things, payment of the base rent, insurance, taxes and other expenses on the leased property for the balance of the lease term. Management may explore offsets to remaining obligations such as subleasing opportunities or negotiated lease terminations. During the period from 2007 through 2015, we closed or idled a number of facilities for which we continue to remain liable. Our obligation to continue making rental payments with respect to leases for closed or idled facilities could have a material adverse effect on our business and results of operations. At the end of a lease term and any renewal period for a leased facility, for those locations where we have no renewal options remaining, we may be unable to renew the lease without additional cost, if at all. If we are unable to renew our facility leases, we may close or, if possible, relocate the facility, which could subject us to additional costs and risks which could have a material adverse effect on our business. Additionally, the revenue and profit generated at a relocated facility may not equal the revenue and profit generated at the existing operation.

The building supply industry is cyclical and seasonal.

The building products supply industry is subject to cyclical market pressures. Prices of building products are subject to fluctuations arising from changes in supply and demand, national and international economic conditions, labor costs, competition, market speculation, government regulation, and trade policies, as well as from periodic delays in the delivery of lumber and other products. For example, prices of wood products, including lumber and panel products, are subject to significant volatility and directly affect our sales and earnings. In particular, low prices for wood products over a sustained period can adversely affect our financial condition, operating results and cash flows, as can excessive spikes in prices. For the year ended December 31, 2015, average prices for lumber and lumber sheet goods were 11.1% lower than the prior year. Our lumber and lumber sheet goods product category represented 32.3% of total sales for the year ended December 31, 2015. We have limited ability to manage the timing and amount of pricing changes for building products. In addition, the supply of building products fluctuates based on available manufacturing capacity. A shortage of capacity or excess capacity in the industry can result in significant increases or declines in prices for those products, often within a short period of time. Such price fluctuations can adversely affect our financial condition, operating results and cash flows.

In addition, although weather patterns affect our operating results throughout the year, adverse weather historically has reduced construction activity in the first and fourth quarters in the regions where we operate. To the extent that hurricanes, severe storms, floods, other natural disasters or similar events occur in the regions in which we operate, our business may be adversely affected. We anticipate that fluctuations from period to period will continue in the future.

The loss of any of our significant customers or a reduction in the quantity of products they purchase could affect our financial health.

Following the ProBuild acquisition, our ten largest customers generated approximately 15.0% of our sales for the year ended December 31, 2015 on a pro forma basis giving effect to the ProBuild acquisition. We cannot guarantee that we will maintain or improve the relationships with these customers or that we will supply these customers at historical levels. Due to the weak housing market over the past several years, many of our homebuilder customers substantially reduced their construction activity. Some homebuilder customers exited or severely curtailed building activity in certain of our regions.

In addition, production homebuilders, commercial builders and other customers may: (1) seek to purchase some of the products that we currently sell directly from manufacturers, (2) elect to establish their own building products manufacturing and distribution facilities or (3) give advantages to manufacturing or distribution intermediaries in which they have an economic stake. Continued consolidation among production homebuilders could also result in a loss of some of our present customers to our competitors. The loss of one or more of our significant customers or deterioration in our relations with any of them could significantly affect our financial condition, operating results and cash flows. Furthermore, our customers are not required to purchase any minimum amount of products from us. The contracts into which we have entered with most of our professional customers typically provide that we supply particular products or services for a certain period of time when and if ordered by the customer. Should our customers purchase our products in significantly lower quantities than they have in the past, such decreased purchases could have a material adverse effect on our financial condition, operating results and cash flows.

Our industry is highly fragmented and competitive, and increased competitive pressure may adversely affect our results.

The building products supply industry is highly fragmented and competitive. We face, and will continue to face, significant competition from local and regional building materials chains, as well as from privately-owned single site enterprises. Any of these competitors may (1) foresee the course of market development more

accurately than we do, (2) develop products that are superior to our products, (3) have the ability to produce or supply similar products at a lower cost, (4) develop stronger relationships with local homebuilders or commercial builders, (5) adapt more quickly to new technologies or evolving customer requirements than we do, or (6) have access to financing on more favorable terms that we can obtain in the market. As a result, we may not be able to compete successfully with them. In addition, home center retailers, which have historically concentrated their sales efforts on retail consumers and small contractors, have intensified their marketing efforts to professional homebuilders in recent years and may continue to intensify these efforts in the future. Furthermore, certain product manufacturers sell and distribute their products directly to production homebuilders or commercial builders. The volume of such direct sales could increase in the future. Additionally, manufacturers of products distributed by us may elect to sell and distribute directly to homebuilders or commercial builders in the future or enter into exclusive supplier arrangements with other distributors. Consolidation of production homebuilders or commercial builders may result in increased competition for their business. Finally, we may not be able to maintain our operating costs or product prices at a level sufficiently low for us to compete effectively. If we are unable to compete effectively, our financial condition, operating results and cash flows may be adversely affected.

We are subject to competitive pricing pressure from our customers.

Production homebuilders and commercial builders historically have exerted and will continue to exert significant pressure on their outside suppliers to keep prices low because of their market share and their ability to leverage such market share in the highly fragmented building products supply industry. The housing industry downturn and its aftermath have resulted in significantly increased pricing pressures from production homebuilders and other customers. Over the past few years, these pricing pressures have adversely affected our operating results and cash flows. In addition, continued consolidation among production homebuilders or commercial builders, and changes in production homebuilders' or commercial builders' purchasing policies or payment practices, could result in additional pricing pressure, and our financial condition, operating results and cash flows may be adversely affected.

Our continued success will depend on our ability to retain our key employees and to attract and retain new qualified employees.

Our success depends in part on our ability to attract, hire, train and retain qualified managerial, operational, sales and other personnel. We face significant competition for these types of employees in our industry and from other industries. We may be unsuccessful in attracting and retaining the personnel we require to conduct and expand our operations successfully. In addition, key personnel may leave us and compete against us. Our success also depends to a significant extent on the continued service of our senior management team. We may be unsuccessful in replacing key managers who either resign or retire. The loss of any member of our senior management team or other experienced senior employees could impair our ability to execute our business plan, cause us to lose customers and reduce our net sales, or lead to employee morale problems and/or the loss of other key employees. In any such event, our financial condition, operating results and cash flows could be adversely affected.

The nature of our business exposes us to product liability, product warranty, casualty, construction defect, asbestos, vehicle and other claims and legal proceedings.

We are involved in product liability, product warranty, casualty, construction defect, asbestos, vehicle and other claims relating to the products we manufacture and distribute, and services we provide that, if adversely determined, could adversely affect our financial condition, operating results, and cash flows. We rely on manufacturers and other suppliers to provide us with many of the products we sell and distribute. Because we have no direct control over the quality of such products manufactured or supplied by such third-party suppliers, we are exposed to risks relating to the quality of such products. We are also involved in several asbestos personal injury suits due to the alleged sale of asbestos-containing products by legacy businesses that we acquired. In

addition, we are exposed to potential claims arising from the conduct of our respective employees and subcontractors, and builders and their subcontractors, for which we may be contractually liable. Although we currently maintain what we believe to be suitable and adequate insurance in excess of our self-insured amounts, there can be no assurance that we will be able to maintain such insurance on acceptable terms or that such insurance will provide adequate protection against potential liabilities. Product liability, product warranty, casualty, construction defect, asbestos, vehicle, and other claims can be expensive to defend and can divert the attention of management and other personnel for significant periods, regardless of the ultimate outcome. Claims of this nature could also have a negative impact on customer confidence in our products and our company. In addition, we are involved on an ongoing basis in other types of legal proceedings. We cannot assure you that any current or future claims against us will not adversely affect our financial condition, operating results and cash flows.

Product shortages, loss of key suppliers, and our dependence on third-party suppliers and manufacturers could affect our financial health.

Our ability to offer a wide variety of products to our customers is dependent upon our ability to obtain adequate product supply from manufacturers and other suppliers. Generally, our products are obtainable from various sources and in sufficient quantities. However, the loss of, or a substantial decrease in the availability of, products from our suppliers or the loss of key supplier arrangements could adversely impact our financial condition, operating results, and cash flows.

Although in many instances we have agreements with our suppliers, these agreements are generally terminable by either party on limited notice. Failure by our suppliers to continue to supply us with products on commercially reasonable terms, or at all, could put pressure on our operating margins or have a material adverse effect on our financial condition, operating results and cash flows. Short-term changes in the cost of these materials, some of which are subject to significant fluctuations, are sometimes, but not always passed on to our customers. Our delayed ability to pass on material price increases to our customers could adversely impact our financial condition, operating results and cash flows.

A range of factors may make our quarterly revenues and EBITDA variable.

We have historically experienced, and in the future will continue to experience, variability in revenues and EBITDA on a quarterly basis. The factors expected to contribute to this variability include, among others: (1) the volatility of prices of lumber, wood products and other building products, (2) the cyclical nature of the homebuilding industry, (3) general economic conditions in the various areas that we serve, (4) the intense competition in the industry including expansion and growth strategies by competitors, (5) the production schedules of our customers, and (6) the effects of the weather. These factors, among others, make it difficult to project our operating results on a consistent basis.

We may be adversely affected by any disruption in our respective information technology systems.

Our operations are dependent upon our information technology systems, which encompass all of our major business functions. Our ProBuild subsidiary currently maintains multiple enterprise resource planning (“ERP”) systems to manage its operations. We plan to integrate ProBuild’s systems with ours over time and have commenced that process. We may encounter significant operational disruptions and higher than expected costs in connection with such integration process, which could have a material adverse effect on our financial condition, operating results and cash flows. Our primary ERP system is a proprietary system that has been highly customized by our computer programmers. Our centralized financial reporting system currently draws data from our ERP systems. We rely upon our information technology systems to manage and replenish inventory, to fill and ship customer orders on a timely basis, and to coordinate our sales activities across all of our products and services. A substantial disruption in our information technology systems for any prolonged time period (arising from, for example, system capacity limits from unexpected increases in our volume of business, outages, or

delays in our service) could result in delays in receiving inventory and supplies or filling customer orders and adversely affect our customer service and relationships. Our systems might be damaged or interrupted by natural or man-made events or by computer viruses, physical or electronic break-ins, or similar disruptions affecting the global Internet. There can be no assurance that such delays, problems, or associated costs will not have a material adverse effect on our financial condition, operating results and cash flows.

We may be adversely affected by any natural or man-made disruptions to our distribution and manufacturing facilities.

We currently maintain a broad network of distribution and manufacturing facilities throughout the U.S. Any widespread disruption to our facilities resulting from fire, earthquake, weather-related events, an act of terrorism or any other cause could damage a significant portion of our inventory and could materially impair our ability to distribute our products to customers. Moreover, we could incur significantly higher costs and longer lead times associated with distributing our products to our customers during the time that it takes for us to reopen or replace a damaged facility. In addition, any shortages of fuel or significant fuel cost increases could disrupt our ability to distribute products to our customers. If any of these events were to occur, our financial condition, operating results and cash flows could be materially adversely affected.

We may be unable to successfully implement our growth strategy, which includes increasing sales of our prefabricated components and other value-added products, pursuing strategic acquisitions, opening new facilities and delivering.

Our long-term strategy depends in part on growing our sales of prefabricated components and other value-added products and increasing our market share. If any of these initiatives are not successful, or require extensive investment, our growth may be limited, and we may be unable to achieve or maintain expected levels of growth and profitability.

Our long-term business plan also provides for continued growth through strategic acquisitions and organic growth through the construction of new facilities or the expansion of existing facilities. Failure to identify and acquire suitable acquisition candidates on appropriate terms could have a material adverse effect on our growth strategy. Moreover, reduced operating results during the current slow economic recovery, our liquidity position, or the requirements of the Indenture, the ABL Facility, the First-Lien Facility or the Existing Unsecured Indenture, could prevent us from obtaining the capital required to effect new acquisitions or expansions of existing facilities. Our failure to make successful acquisitions or to build or expand facilities, including manufacturing facilities, produce saleable product, or meet customer demand in a timely manner could result in damage to or loss of customer relationships, which could adversely affect our financial condition, operating results, and cash flows. A negative impact on our financial condition, operations results and cash flows, or our decision to invest in strategic acquisitions or new facilities, could adversely affect our ability to delever.

In addition, although we have been successful in the past in integrating 33 acquisitions, we may not be able to integrate the operations of ProBuild or any future acquired businesses with our own in an efficient and cost-effective manner or without significant disruption to our or ProBuild's existing operations. Moreover, acquisitions, including the ProBuild acquisition, involve significant risks and uncertainties, including uncertainties as to the future financial performance of the acquired business, the achievement of expected synergies, difficulties integrating acquired personnel and corporate cultures into our business, the potential loss of key employees, customers or suppliers, difficulties in integrating different computer and accounting systems, exposure to unforeseen liabilities of acquired companies and the diversion of management attention and resources from existing operations. We may be unable to successfully complete potential acquisitions due to multiple factors, such as issues related to regulatory review of the proposed transactions. We may also be required to incur additional debt in order to consummate acquisitions in the future, which debt may be substantial and may limit our flexibility in using our cash flow from operations. Our failure to integrate ProBuild's business or future acquired businesses effectively or to manage other consequences of our acquisitions, including increased indebtedness, could prevent us from remaining competitive and, ultimately, could adversely affect our financial condition, operating results and cash flows.

Federal, state, local and other regulations could impose substantial costs and/or restrictions on our operations that would reduce our net income.

We are subject to various federal, state, local and other regulations, including, among other things, regulations promulgated by the Department of Transportation and applicable to our fleet of delivery trucks, work safety regulations promulgated by the Department of Labor's Occupational Safety and Health Administration, employment regulations promulgated by the United States Equal Employment Opportunity Commission, accounting standards issued by the Financial Accounting Standards Board ("FASB") or similar entities and state and local zoning restrictions and building codes. More burdensome regulatory requirements in these or other areas may increase our general and administrative costs and adversely affect our financial condition, operating results and cash flows. Moreover, failure to comply with the regulatory requirements applicable to our business could expose us to substantial penalties that could adversely affect our financial condition, operating results and cash flows.

We are subject to potential exposure to environmental liabilities and are subject to environmental regulation.

We are subject to various federal, state and local environmental laws, ordinances and regulations. Although we believe that our facilities are in material compliance with such laws, ordinances, and regulations, as owners and lessees of real property, we can be held liable for the investigation or remediation of contamination on such properties, in some circumstances, without regard to whether we knew of or were responsible for such contamination. No assurance can be provided that remediation may not be required in the future as a result of spills or releases of petroleum products or hazardous substances, the discovery of unknown environmental conditions, more stringent standards regarding existing residual contamination, or changes in legislation, laws, rules or regulations. More burdensome environmental regulatory requirements may increase our general and administrative costs and adversely affect our financial condition, operating results and cash flows.

We may be adversely affected by uncertainty in the economy and financial markets, including as a result of terrorism or unrest in the Middle East, Europe or elsewhere.

Instability in the economy and financial markets, including as a result of terrorism or unrest in the Middle East, Europe or elsewhere, may result in a decrease in housing starts, which would adversely affect our business. In addition, such unrest or related adverse developments, including a retaliatory military strike or terrorist attack, may cause unpredictable or unfavorable economic conditions and could have a material adverse effect on our financial condition, operating results, and cash flows. Any shortages of fuel or significant fuel cost increases related to geopolitical conditions could seriously disrupt our ability to distribute products to our customers. In addition, domestic terrorist attacks may affect our ability to keep our operations and services functioning properly and could have a material adverse effect on our financial condition, operating results and cash flows.

Combining the operations of the Issuer and ProBuild may be more difficult, costly or time consuming than expected and the anticipated benefits and cost savings of the ProBuild acquisition may not be realized.

We continue to assess synergies that we may realize as a consolidated company as a result of the ProBuild acquisition, the realization of which will depend on a number of factors. The success of the ProBuild acquisition, including anticipated benefits and cost savings, will depend, in part, on our ability to successfully combine and integrate the two businesses. It is possible that the integration process could result in the loss of key employees, higher than expected costs, diversion of management attention, the disruption of our ongoing businesses or inconsistencies in standards, controls, procedures and policies that adversely affect our ability to maintain relationships with customers, suppliers, vendors and employees or to achieve the anticipated benefits and cost savings of the ProBuild acquisition. If we experience difficulties with the integration process, or if our operating or financial performance is less than we expect, the anticipated benefits of the ProBuild acquisition may not be realized fully or at all, or may take longer to realize than expected. Management continues to refine its integration plan. The integration planning and implementation process has resulted and will continue to result in significant costs and diversion of management attention and resources. The integration process could have an

adverse effect on us for an undetermined period. In addition, the actual cost savings of the ProBuild acquisition could be less than anticipated.

The acquisition and integration of ProBuild may not achieve its intended results, including anticipated synergies.

While we expect the acquisition and integration of ProBuild to result in a significant amount of synergies and other financial and operational benefits, we may be unable to realize these synergies or other benefits in the timeframe that we expect or at all. Achieving the anticipated benefits, including synergies, is subject to a number of uncertainties, including whether the businesses acquired can be operated in the manner we intend and whether our costs to finance the ProBuild acquisition and integrate the businesses will be consistent with our expectations. Events outside of our control, including, but not limited to, any conditions imposed by governmental authorities, operating changes or regulatory changes, could also adversely affect our ability to realize the anticipated benefits from the ProBuild acquisition. Thus, the integration may be unpredictable, or subject to delays or changed circumstances, and our combined company may not perform in accordance with our expectations. Further, we have and will continue to incur implementation costs relative to these anticipated synergies, and our expectations with respect to integration or synergies as a result of the ProBuild acquisition may not materialize. Accordingly, you should not place undue reliance on our anticipated synergies. See "— Combining the operations of the Issuer and ProBuild may be more difficult, costly or time consuming than expected and the anticipated benefits and cost savings of the ProBuild acquisition may not be realized." and "— The integration of ProBuild involves substantial costs."

In connection with the ProBuild acquisition, we incurred significant additional indebtedness which could adversely affect us, including by decreasing our business flexibility, and increased our interest expense.

Our consolidated indebtedness as of June 30, 2016 was approximately $1,978.9 million. We substantially increased our indebtedness in connection with the ProBuild acquisition, which has increased our interest expense and could have the effect of, among other things, reducing our flexibility to respond to changing business and economic conditions.

The amount of cash required to pay interest on our increased indebtedness levels following the ProBuild acquisition, and thus the demands on our cash resources, is substantially greater than the amount of cash flows required to service our indebtedness prior to the ProBuild acquisition. The increased levels of indebtedness could also reduce funds available for working capital, capital expenditures, acquisitions and other general corporate purposes and may create competitive disadvantages for us relative to other companies with lower debt levels. If we do not achieve the expected benefits and cost savings from the ProBuild acquisition, or if our financial performance does not meet current expectations, then our ability to service our indebtedness may be adversely impacted.

Moreover, we may be required to raise substantial additional financing to fund working capital, capital expenditures, acquisitions or other general corporate requirements. Our ability to arrange additional financing or refinancing will depend on, among other factors, our financial position and performance, as well as prevailing market conditions and other factors beyond our control. We cannot assure you that we will be able to obtain additional financing or refinancing on terms acceptable to us or at all.

The integration of ProBuild involves substantial costs.

We are incurring substantial fees and costs related to formulating and implementing integration plans, including facilities and systems consolidation costs and employment-related costs. We estimate these integration-related costs in the range of $90 to $100 million over the two years following the closing of the ProBuild acquisition. We continue to assess the magnitude of these costs, and additional unanticipated costs may be incurred in connection with the integration our and ProBuild's businesses. Although we expect that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the businesses, should allow us to offset integration-related costs over time, this net benefit may not be achieved in the near term, or at all.

Uncertainties associated with the ProBuild acquisition may cause a loss of management and sales personnel and other key employees of ProBuild or us, which could adversely affect our future business and operations.

We are dependent on the experience and industry knowledge of our senior management team and other key employees to execute our business plans. Our success will depend in part upon its ability to retain key management and sales personnel and other key employees. Current and prospective employees may experience uncertainty about their future roles, which may materially adversely affect our ability to attract and retain key personnel. Accordingly, no assurance can be given that we will be able to retain key management and sales personnel and other key employees.

Some ProBuild Employees are Unionized

Approximately 2% of the workforce at ProBuild are members of nine different unions. Prior to the acquisition of ProBuild, none of the workforce at the Issuer was unionized. There can be no assurance that additional employees of the combined company will not conduct union organization campaigns or become union members in the future.

Risks Relating to Our Indebtedness and the Notes

Despite our current level of indebtedness, we may be able to incur substantially more debt and enter into other transactions which could further exacerbate the risks to our financial condition described above.

We may be able to incur significant additional indebtedness in the future. Although the Indenture, the Existing Unsecured Indenture, the credit agreements that govern our ABL Facility and First-Lien Facility and the applicable agreements governing our other debt instruments contain restrictions on the incurrence of additional indebtedness and entering into certain types of other transactions, these restrictions are subject to a number of qualifications and exceptions. Additional indebtedness incurred in compliance with these restrictions could be substantial. These restrictions also do not prevent us from incurring obligations, such as trade payables, that do not constitute indebtedness as defined under our debt instruments. To the extent new debt is added to our current debt levels, the substantial leverage risks described in the immediately preceding risk factor would increase.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our indebtedness service obligations to increase significantly.

Interest rates may increase in the future. As a result, interest rates on our ABL Facility and First-Lien Facility or other variable rate debt offerings could be higher or lower than current levels. As of June 30, 2016, we had approximately $699.9 million, or 35.4%, of our outstanding debt, at variable interest rates. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income and cash flows, including cash available for servicing our indebtedness, would correspondingly decrease.

We may be unable to service our indebtedness, including the notes.

Our ability to make scheduled payments on and to refinance our indebtedness, including the notes, depends on and is subject to our financial and operating performance, which in turn is affected by general and regional economic, financial, competitive, business and other factors beyond our control, including the availability of financing in the international banking and capital markets. We cannot assure you that our business will generate sufficient cash flow from operations or that future borrowings will be available to us in an amount sufficient to enable us to service our debt, including the notes, to refinance our debt or to fund our other liquidity needs. Substantially all of our other debt, including the Existing Unsecured Notes, the ABL Facility and the First-Lien Facility, will mature before the maturity date of the notes.

If we are unable to meet our debt service obligations or to fund our other liquidity needs, we will need to restructure or refinance all or a portion of our debt, including the notes, which could cause us to default on our debt obligations and impair our liquidity. Our ability to restructure or refinance our debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of our indebtedness could be at higher interest rates and may require us to comply with more onerous covenants that could further restrict our business operations.

Moreover, in the event of a default, the holders of our indebtedness, including the notes, could elect to declare all the funds borrowed to be due and payable, together with accrued and unpaid interest. The lenders under our ABL Facility or First-Lien Facility could also elect to terminate their commitments thereunder and cease making further loans, such lenders could institute foreclosure proceedings against their collateral and we could be forced into bankruptcy or liquidation. If we breach our covenants under the credit agreements governing our ABL Facility and First-Lien Facility or the Existing Unsecured Indenture, we would be in default thereunder. Such lenders and holders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation.

Claims of holders of the notes will be structurally subordinated to claims of creditors of certain of our subsidiaries that will not guarantee the notes.

The Issuer and each of the Issuer's subsidiaries that guarantees the Senior Secured Credit Facilities will initially guarantee the notes. The notes will not be guaranteed by certain of our existing and future subsidiaries. Claims of holders of the notes will be structurally subordinated to the claims of creditors of these non-guarantor subsidiaries, including trade creditors, and will not be satisfied from the assets of these non-guarantor subsidiaries until their creditors are paid in full. In addition, the guarantee of a guarantor will be released in connection with a transfer of such guarantor in a transaction not prohibited by the Indenture or upon certain other events described in "Description of the Notes—Guarantees."

For the LTM ended June 30, 2016, those subsidiaries of the Issuer that will not serve as guarantors accounted for a de minimis percentage of their respective parent's sales, Adjusted EBITDA, total assets and total liabilities.

The Indenture will, subject to some limitations, permit these non-guarantor subsidiaries to incur additional debt and will not limit their ability to incur other liabilities that are not considered indebtedness under the Indenture, such as trade payables.

The Indenture will impose, and the credit agreements that govern our ABL Facility and First-Lien Facility and the Existing Unsecured Indenture currently impose, significant operating and financial restrictions on us and our subsidiaries, which may prevent us from capitalizing on business opportunities.

The Indenture will impose, and the credit agreements that govern our ABL Facility and First-Lien Facility and the Existing Unsecured Indenture currently impose, significant operating and financial restrictions on us. These restrictions will limit the Issuer's ability and the ability of the Issuer's restricted subsidiaries to, among other things:

- incur or guarantee additional debt or issue disqualified stock or preferred stock;
- pay dividends and make other distributions on, or redeem or repurchase, capital stock;
- make certain investments;
- incur certain liens;
- enter into transactions with affiliates;
- merge or consolidate;

- enter into agreements that restrict the ability of the Issuers' restricted subsidiaries to make dividends or other payments to the Issuers;
- designate restricted subsidiaries as unrestricted subsidiaries; and
- transfer or sell assets.

In addition, the ABL Facility requires us to maintain a minimum fixed charge coverage ratio if availability under our ABL Facility falls below a certain threshold.

As a result of these restrictions, we will be limited as to how we conduct our business and we may be unable to raise additional debt or equity financing to compete effectively or to take advantage of new business opportunities. The terms of any future indebtedness we may incur could include more restrictive covenants. We cannot assure you that we will be able to maintain compliance with these covenants in the future and, if we fail to do so, that we will be able to obtain waivers from the lenders and/or amend the covenants.

Our failure to comply with the restrictive covenants described above as well as other terms of our indebtedness and/or the terms of any future indebtedness from time to time could result in an event of default, which, if not cured or waived, could result in our being required to repay these borrowings before their due date. If we are forced to refinance these borrowings on less favorable terms or cannot refinance these borrowings, our results of operations and financial condition could be adversely affected.

Our failure to comply with the agreements relating to our outstanding indebtedness, including as a result of events beyond our control, could result in an event of default that could materially and adversely affect our results of operations and our financial condition.

If there were an event of default under any of the agreements relating to our indebtedness, the holders of the defaulted debt could cause all amounts outstanding with respect to that debt to be due and payable immediately. We cannot assure you that our assets or cash flows would be sufficient to fully repay borrowings under our outstanding debt instruments if accelerated upon an event of default. Further, if we are unable to repay, refinance or restructure our indebtedness under our secured debt, the holders of such debt could proceed against the collateral securing that indebtedness. In addition, any event of default or declaration of acceleration under one debt instrument could also result in an event of default under one or more of our other debt instruments.

Repayment of our debt, including required principal and interest payments on the notes, is dependent on cash flow generated by our subsidiaries, which may be subject to limitations beyond our control.

We are a holding company that derives all of our operating income from our subsidiaries. All of our assets are held by our direct and indirect subsidiaries. We rely on the earnings and cash flows of our subsidiaries, which are paid to us by our subsidiaries in the form of dividends and other payments or distributions, to meet our debt service obligations.

Unless they are guarantors of the notes, our subsidiaries do not have any obligation to pay amounts due on the notes or to make funds available to the Issuer for that purpose. Our non-guarantor subsidiaries may not be able to, or may not be permitted to, make distributions to enable us to make payments in respect of our indebtedness, including the notes. Each non-guarantor subsidiary is a distinct legal entity and, under certain circumstances, legal and contractual restrictions may limit our ability to obtain cash from our non-guarantor subsidiaries. While limitations on our subsidiaries restrict their ability to pay dividends or make other intercompany payments to us, these limitations are subject to certain qualifications and exceptions. The Indenture will not limit the ability of our non-guarantor unrestricted subsidiaries to incur any additional consensual restrictions on their ability to make any such payments to us.

In the event that we are unable to receive distributions from subsidiaries, we may be unable to make required principal and interest payments on our indebtedness, including the notes.

Federal and state statutes allow courts, under specific circumstances, to void notes and require note holders to return payments received.

If we become a debtor in a case under the Bankruptcy Code or encounter other financial difficulty under federal or state fraudulent transfer law a court may void or otherwise decline to enforce the notes. A court might do so if it found that when we issued the notes, or in some states when payments became due under the notes, we received less than reasonably equivalent value or fair consideration and:

- were insolvent or rendered insolvent by reason of such incurrence;
- were left with inadequate capital to conduct its business;
- believed or reasonably should have believed that we would incur debts beyond our ability to pay; or
- were a defendant in an action for money damages or had a judgment for money damages docketed against us if, in either case, the judgment is unsatisfied after final judgment.

The court might also void an issuance of notes, without regard to the above factors, if the court found that we issued the notes with actual intent to hinder, delay or defraud its creditors.

A court would likely find that we did not receive reasonably equivalent value or fair consideration for the notes if we did not substantially benefit directly or indirectly from the issuance of the notes. Because we are using the proceeds to pay a dividend or distribution to our equityholders, a court could conclude that we did not receive reasonably equivalent value. If a court were to void the issuance of the notes you would no longer have any claim against the Issuers. Sufficient funds to repay the notes may not be available from other sources, including the remaining obligors, if any. In addition, the court might direct you to repay any amounts that you already received from us. In the event of a finding that a fraudulent transfer or conveyance occurred, you may not receive any repayment on the notes. Further, the avoidance of the notes could result in an event of default with respect to our and our subsidiaries' other debt, which could result in acceleration of that debt. The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, we would be considered insolvent if:

- the sum of our debts, including contingent liabilities, was greater than the fair saleable value of all of our assets;
- if the present fair saleable value of our assets was less than the amount that would be required to pay our probable liability on our existing debts, including contingent liabilities, as they become absolute and mature; or
- we could not pay our debts as they become due.

On the basis of historical financial information, recent operating history and other factors, we believe that we, after giving effect to these notes, will not be insolvent, will not have unreasonably small capital for the business in which we are engaged and will not have incurred debts beyond our ability to pay such debts as they mature. In addition, we are not a defendant in an action for money damages, or had a judgment for money damages docketed against us, for which the judgment was unsatisfied after final judgment. We cannot assure you, however, as to what standard a court would apply in making these determinations or that a court would agree with our conclusions in this regard.

Finally, as a court of equity, the bankruptcy court may subordinate the claims in respect of the notes to other claims against us under the principle of equitable subordination if the court determines that (a) the holder of notes engaged in some type of inequitable conduct, (b) the inequitable conduct resulted in injury to our other creditors or conferred an unfair advantage upon the holders of notes and (c) equitable subordination is not inconsistent with the provisions of the Bankruptcy Code.

We can enter into transactions like recapitalizations, reorganizations and other highly leveraged transactions that do not constitute a change of control but that could adversely affect the holders of the notes.

Certain important corporate events, such as leveraged recapitalizations, may not, under the Indenture, constitute a "change of control" that would require us to repurchase the notes, notwithstanding the fact that such corporate events could increase the level of our indebtedness or otherwise adversely affect our capital structure, credit ratings or the value of the notes. Therefore, we could, in the future, enter into certain transactions, including acquisitions, reorganizations, refinancings or other recapitalizations, which would not constitute a change of control under the Indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings.

Holders of notes may not be able to determine when a change of control giving rise to their right to have the notes repurchased has occurred following a sale of "substantially all" of our assets.

The definition of change of control in the Indenture includes a phrase relating to the sale of "all or substantially all" of our assets. There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, the ability of a holder of notes to require us to repurchase its notes as a result of a sale of less than all our assets to another person may be uncertain. See "Description of the Notes—Change of Control."

Holders of the notes will not be entitled to registration rights and we do not currently intend to register the notes under applicable securities laws, and there are restrictions on your ability to transfer or resell the notes.

The notes are being offered and sold pursuant to an exemption from registration under the Securities Act and applicable state securities laws and we do not currently intend to register the notes or to offer to exchange the notes for notes registered under the Securities Act. The holders of the notes will not be entitled to require us to register the notes for resale or otherwise. Therefore, you may transfer or resell the notes in the United States only in a transaction registered under or exempt from the registration requirements of the Securities Act and applicable state securities laws, and you may be required to bear the risk of your investment in the notes for an indefinite period of time. See "Transfer Restrictions."

An active trading market may not develop for the notes.

We cannot assure you that an active trading market will develop for the notes. We do not intend to apply for listing of the notes on any securities exchange or on any automated dealer quotation system in the United States. Although we have been informed by the initial purchasers that they currently intend to make a market for the notes, they are not obliged to do so and any market making may be discontinued at any time without notice.

The liquidity of, and trading market for, the notes may also be adversely affected by, among other things:

- changes in the overall market for securities similar to the notes;
- changes in our financial performance or prospects;
- the prospects for companies in our industry generally;
- the number of holders of the notes;
- the interest of securities dealers in making a market for the notes;
- the conditions of the financial markets; and
- prevailing interest rates.

The condition of the financial markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future, which could have an adverse effect on the market prices of the notes.

We are offering these notes in reliance upon an exemption from registration under the Securities Act and applicable state securities laws. Therefore, the notes may be transferred or resold only in a transaction registered under or exempt from the Securities Act and applicable state securities laws. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities that are similar to the notes. We cannot assure you that the market, if any, for any of the notes will be free from similar disruptions or that any such disruptions may not adversely affect the prices at which you may sell your notes. In addition, subsequent to their initial issuance, the notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance, and other factors.

A lowering or withdrawal of the ratings assigned to our debt securities by rating agencies may adversely affect the market price or liquidity of the notes.

The notes offered hereby will have a non-investment grade rating. There can be no assurances that such rating will remain for any given period of time or that such rating will not be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, future circumstances relating to the basis of the rating, such as adverse changes, so warrant. Credit ratings are not recommendations to purchase, hold or sell the notes, and may be revised or withdrawn at any time. Additionally, credit ratings may not reflect the potential effect of risks relating to the structure or marketing of the notes. If the credit rating of the notes is subsequently lowered or withdrawn for any reason, you may not be able to resell your notes without a substantial discount.

During any period in which the notes are rated investment grade, certain covenants contained in the Indenture will not be applicable and the guarantees may be released; however, there is no assurance that the notes will be rated investment grade.

The Indenture will provide that certain covenants will be suspended and the guarantees may be released if the notes are rated investment grade by two of Standard & Poor's Investors Ratings Service, Moody's Investors Service, Inc. and Fitch Ratings, Inc. and no default or event of default has otherwise occurred and is continuing under the Indenture. If the notes are subsequently downgraded below investment grade, such covenants and such guarantees will be reinstated. The covenants that would be suspended include, among others, limitations on our and our restricted subsidiaries' ability to pay dividends, make restricted payments, incur indebtedness, sell certain assets and enter into certain other transactions. Any actions that we take while these covenants are not in force will be permitted even if the covenants are subsequently reinstated. There can be no assurance that the notes will ever be rated investment grade, or that if they are rated investment grade, the notes will maintain such ratings. See "Description of the Notes—Certain Covenants—Suspension of Covenants on Achievement of Investment Grade Status."

The notes will be effectively subordinated to the Issuer's and the guarantors' indebtedness under the ABL Facility and our other secured indebtedness to the extent of the value of the assets securing such indebtedness on a basis senior to the notes.

The ABL Facility will be secured by a first-priority lien on the ABL Collateral, subject to certain exceptions and permitted liens. In addition, the Indenture will, subject to certain limitations, permit us to incur additional indebtedness secured on a basis prior to the notes by the ABL Collateral in the future. The borrowings under our ABL Facility and any such future indebtedness will be higher in priority as to the ABL Collateral than the security interests on the ABL Collateral securing the notes and the guarantees. In addition, we may incur certain other indebtedness that is secured by permitted liens on assets that do not constitute a part of the Collateral.

The notes and the guarantees will be secured by a second-priority lien, subject to certain exceptions and permitted liens, on the ABL Collateral. Holders of the indebtedness under the ABL Facility and holders of any

other indebtedness secured by a prior lien on the ABL Collateral, creditors holding permitted liens which rank prior to the noteholders on the Notes Collateral and holders of any indebtedness secured by permitted liens on assets not constituting a part of the Collateral will be entitled to receive proceeds from the realization of value of the assets securing such indebtedness to repay such indebtedness in full before the holders of the notes will be entitled to any recovery from such assets. Accordingly, holders of the notes will only be entitled to receive proceeds from the realization of the value of the ABL Collateral after all indebtedness and other obligations under the ABL Facility and any other obligations secured by prior liens on the ABL Collateral are repaid in full. As a result, the notes will be effectively junior in right of payment to such indebtedness under the ABL Facility and such other secured indebtedness, to the extent of the realizable value of the assets securing such indebtedness on a basis senior to the notes.

The ABL-Notes Intercreditor Agreement will limit the rights of holders of the notes with respect to certain Collateral, even during an event of default.

The rights of the holders of the notes with respect to the ABL Collateral will be substantially limited by the terms of the ABL-Notes Intercreditor Agreement, even during an event of default. Under the ABL-Notes Intercreditor Agreement, at any time that obligations that are secured by first-priority liens on the ABL Collateral, or commitments in respect of such obligations, are outstanding, any actions that may be taken in respect of such ABL Collateral, including the commencement of enforcement proceedings against such ABL Collateral and the control of the conduct of such proceedings, and the release of liens on such ABL Collateral will be at the direction of the holders of the obligations secured by the first-priority liens, and the holders of the Notes, which are secured by second-priority liens on the ABL Collateral, may be adversely affected. See "Description of the Notes—Security—Notes Collateral" and "Description of the Notes—ABL-Notes Intercreditor Agreement."

In addition, because the holders of the indebtedness secured by first-priority liens on the ABL Collateral control the disposition of the ABL Collateral, such holders could decide not to proceed against the ABL Collateral, regardless of whether there is a default under the documents governing such indebtedness or under the Indenture. In such event, although the holders of the notes may seek to foreclose on the Notes Collateral, such holders will not be able to foreclose on the ABL Collateral and the only remedy available to the holders of the notes in respect of the ABL Collateral would be to sue for payment on the notes and the guarantees. The ABL-Notes Intercreditor Agreement will contain certain other provisions benefiting the holders of the indebtedness under the ABL Facility, including provisions prohibiting the Notes Collateral Agent from objecting, following the filing of a bankruptcy petition, to a number of important matters regarding the ABL Collateral or to certain financings to be provided to us. After such filing, the value of the ABL Collateral could materially deteriorate and holders of the notes would be unable to raise an objection. In addition, the right of the holders of obligations secured by first-priority liens to foreclose upon and sell Collateral upon the occurrence of an event of default also would be subject to limitations under applicable bankruptcy laws if we or any of our subsidiaries become subject to a bankruptcy proceeding. See "Description of the Notes—ABL-Notes Intercreditor Agreement."

The Notes Collateral Agent May Cease to be the Controlling Collateral Agent under the Pari Passu Intercreditor Agreement

The rights of the holders of the notes with respect to the Collateral that will secure the notes will be subject to the Pari Passu Intercreditor Agreement. Under the Pari Passu Intercreditor Agreement any actions that may be taken with respect to Collateral, including the ability to cause the commencement of enforcement proceedings against such Collateral or to control such proceedings, will be initially at the direction of the Notes Collateral Agent until (x) the obligations under the notes do not represent the largest class of indebtedness having Pari Passu Lien Priority (as defined under "Description of the Notes") (determined based on the aggregate principal amount of such indebtedness then outstanding or the aggregate accreted amount of such indebtedness with respect to any such indebtedness issued at a discount) or (ii) 90 days after the occurrence of an event of default under the agreement governing and acceleration of the series of obligations representing the largest outstanding

principal amount of indebtedness having Pari Passu Lien Priority (other than the obligations under the notes) and applicable notice from the collateral agent with respect to such obligations; provided that such 90-day period shall be stayed with respect to any Collateral if the Notes Collateral Agent has commenced and is diligently pursuing an enforcement action with respect to such Collateral or the grantor of the security interest in such Collateral (whether our company or the applicable subsidiary guarantor) is then a debtor under or with respect to (or otherwise subject to) an insolvency or liquidation proceeding.

If we issue additional first lien notes or other debt in the future in a greater principal amount than the notes, then the authorized representative for those additional notes or other debt will become the controlling collateral agent under the Pari Passu Intercreditor Agreement and will be entitled to exercise rights under the Pari Passu Intercreditor Agreement, rather than the Notes Collateral Agent.

The Collateral may not be valuable enough to satisfy all the obligations secured by such Collateral.

The notes, guarantees and the obligations under the First-Lien Facility will be secured on a pari passu basis by substantially all the assets of the Issuer and the guarantors, including stock of certain of their subsidiaries (subject to certain limitations), but specifically excluding certain types of assets. See "Description of the Notes—Security—Notes Collateral" and "Description of the Notes—Certain Definitions—Excluded Assets." Other liabilities, including certain debt, can also be secured by the same Collateral to the extent permitted by the indenture.

No appraisal of the value of the Collateral has been made in connection with this offering, and we cannot assure you that the value of the Collateral is equal to or greater than our obligations with respect to the notes, the ABL Facility and the First-Lien Facility. In addition, the fair market value of the Collateral is subject to fluctuations based on factors that include, among others, general economic conditions. The amount to be received upon a sale of the Collateral would be dependent on numerous factors, including, but not limited to, the actual fair market value of the Collateral at such time, the timing and the manner of the sale and the availability of buyers. Likewise, we cannot assure you that the Collateral will be saleable or, if saleable, that there will not be substantial delays in its liquidation. The Indenture will allow us to incur additional secured debt, including under certain circumstances, secured debt that will share in the Collateral that will secure the notes and the guarantees. Accordingly, in the event of a foreclosure, liquidation, bankruptcy or similar proceeding, the Collateral may not be sold in a timely or orderly manner, and the proceeds from any sale or liquidation of the Collateral may not be sufficient to satisfy the Issuer's and the guarantors' obligations under the notes, the guarantees, the ABL Facility, the First-Lien Facility and any future debt that is secured by the Collateral.

To the extent that pre-existing liens, liens permitted under the Indenture and other rights, including liens on excluded assets, such as those securing certain purchase money obligations and capital lease obligations granted to other parties (in addition to the holders of obligations secured by first-priority liens), encumber any of the Collateral, those parties have or may exercise rights and remedies with respect to the Collateral that could adversely affect the value of the Collateral and the ability of the Notes Collateral Agent or the holders of the notes to realize or foreclose on the Collateral.

The security interests in the Collateral also will be subject to practical problems generally associated with the realization of security interests in Collateral. For example, the consent of a third-party may be required to obtain or enforce a security interest in a contract. We cannot assure you that any such consent could be obtained. We also cannot assure you that the consents of any third parties will be given when and if required to facilitate a foreclosure on such assets. Accordingly, the Notes Collateral Agent may not have the ability to foreclose upon those assets and the value of the Collateral may be significantly impaired. In addition, our business requires compliance with numerous U.S. federal, state, provincial and local license and permit requirements. Continued operation of our properties that are part of the Collateral will depend on the continued compliance with such license and permit requirements to the extent applicable, and our business and the value of the Collateral may be adversely affected if we fail to comply with these requirements or changes in these requirements. In the event of

foreclosure, the transfer of such permits and licenses may be prohibited or may require us to incur significant cost and expense. Furthermore, we cannot assure you that the applicable governmental authorities will consent to the transfer of all such permits. If the regulatory approvals required for such transfers are not obtained or are delayed, the foreclosure may be delayed, our operations may be shut down and the value of the Collateral may be significantly impaired.

In addition, the Indenture permits us, subject to certain conditions, to issue additional secured debt, including debt secured equally and ratably with the noteholders on the Collateral. This would reduce amounts payable to holders of the Notes from the proceeds of any sale of the Collateral.

There may not be sufficient Collateral to pay off any amounts we may borrow under the ABL Facility, the notes, the First-Lien Facility and any other secured indebtedness we incur that ranks pari passu with or prior to the notes.

Consequently, liquidating the Collateral may not result in proceeds in an amount sufficient to pay any amounts due under the notes and the First-Lien Facility after satisfying the obligations to pay any creditors with prior liens. If the proceeds of the sale of the Notes Collateral and the ABL Collateral (subject to prior discharge of obligations under the ABL Facility) are not sufficient to repay all amounts due on the notes and the First-Lien Facility, the holders of the notes (to the extent not repaid from the proceeds of the sale of the Collateral) would have only an unsecured claim against our and the guarantors' remaining assets, which may not be sufficient to repay our obligations under the notes.

Also, certain permitted liens on the Collateral securing the notes may allow the holder of such lien to exercise rights and remedies with respect to the Collateral subject to such lien that could adversely affect the value of such Collateral and the ability of the Notes Collateral Agent to realize or foreclose upon such Collateral.

We will, in most cases, have control over the Notes Collateral, and the sale or pledge of particular assets by us could reduce the pool of assets securing the notes and the guarantees.

The security documents related to the notes generally allow us to remain in possession of, retain exclusive control over, freely operate, dispose of and collect, invest and dispose of any income from, the Notes Collateral, with certain limited exceptions. Therefore, the pool of assets securing the notes and the guarantees and any other debt similarly secured will change from time to time, and its fair market value may decrease from its value on the date the notes are originally issued. In addition, we will not be required to comply with all or any portion of the Trust Indenture Act of 1939, including, among others, Section 314(d) thereof. Section 314(d) would otherwise have required certain appraisal and valuation actions in connection with certain releases of Collateral under the security documents.

There are circumstances other than repayment or discharge of the notes under which the Collateral securing the notes and the guarantees will be released automatically, without your consent or the consent of the trustee.

Under various circumstances, all or a portion of the Collateral may be released, including:

- to enable the disposition of such Collateral (other than to the Issuer or a guarantor) to the extent not prohibited under the Indenture;
- with respect to Collateral held by a guarantor, upon the release of such guarantor from its guarantee;
- to the extent such Collateral is comprised of property leased to the Issuer or a guarantor, upon termination or expiration of such lease; and
- in connection with an amendment to the Indenture or the related security documents that has received the required consent.

The guarantees may be released if the notes are rated investment grade; provided, however, that if the notes are subsequently downgraded below investment grade the guarantees may be reinstated. See "Description of the Notes—Certain Covenants—Suspension of Covenants on Achievement of Investment Grade Status."

In addition, the guarantee of a guarantor will be released in connection with a sale of such guarantor in a transaction not prohibited by the Indenture.

The Indenture will also permit us to designate one or more of our restricted subsidiaries that is a guarantor of the notes as an unrestricted subsidiary. If we designate a guarantor as an unrestricted subsidiary, all of the liens on any Collateral owned by such subsidiary or any of its subsidiaries and any guarantees of the notes by such subsidiary or any of its subsidiaries will be released under the Indenture. Designation of a guarantor as an unrestricted subsidiary will reduce the aggregate value of the Collateral securing the notes to the extent that liens on the assets of the unrestricted subsidiary and its subsidiaries are released. In addition, the creditors of any unrestricted subsidiary and its subsidiaries will have a senior claim on the assets of such unrestricted subsidiary and its subsidiaries. See "Description of the Notes."

There are certain categories of property that are excluded from the Collateral.

Certain categories of assets are excluded from the Collateral. Excluded assets include, among other things, property and assets the pledge of which would violate applicable law, certain licenses, contracts and agreements containing terms prohibiting assignment, certain fee-owned real property interests, including fee-owned real property with a fair market value of less than $3.5 million, all real property leasehold interests, all rolling stock, the assets of our non-guarantor subsidiaries and certain capital stock and other securities of our subsidiaries. As of the date of this offering circular, none of our owned real property met the threshold to be included in the Collateral. See "Description of the Notes—Certain Definitions—Excluded Assets." Moreover, we will not be required to add any asset to the Collateral if we determine in consultation with the administrative agent under the ABL Facility or the administrative agent under the First-Lien Facility that the cost of taking a lien on such asset is excessive in relation to the benefit to be afforded by such lien. See "Description of the Notes—Security—Notes Collateral." If an event of default occurs and the notes are accelerated, holders of the notes and the guarantees will rank equally with the holders of other unsubordinated and unsecured indebtedness of the relevant entity with respect to such excluded assets and junior to holders of indebtedness secured by a lien on such excluded assets.

Rights of holders of the notes in the Collateral maybe adversely affected by the failure to perfect security interests in the Collateral. We will not be required to perfect the security interest over certain Collateral.

Applicable law requires that a security interest in certain tangible and intangible assets can only be properly perfected and its priority retained through certain actions undertaken by the secured party. The liens on the Collateral securing the notes and the guarantees may not be perfected with respect to the claims of the notes and the guarantees if the Notes Collateral Agent is not able to take the actions necessary to perfect any of these liens. Neither the Trustee nor the Notes Collateral Agent has an obligation to perfect or maintain the perfection of the security interest in the Collateral. If a security interest is not perfected with respect to any portion of the Collateral, the notes and the guarantees may not be effectively secured by such Collateral.

In addition, applicable law requires that certain property and rights acquired after the grant of a general security interest, such as real property, equipment subject to a certificate of title, certain proceeds and other assets, can only be perfected at the time such property and rights are acquired and identified. The Issuer and the guarantors have limited obligations to perfect the security interest for the benefit of the holders of the notes in specified Collateral. We cannot assure you that despite our obligation to do so under the Indenture, we will inform the trustee or Notes Collateral Agent of the future acquisition of assets and rights that constitute Collateral, and that the necessary action will be taken to properly perfect the security interest in such after-acquired Collateral. Neither the trustee nor the Notes Collateral Agent has an obligation to monitor the

acquisition of additional assets or rights that constitute Collateral or perfect or monitor the perfection of any security interest. Such failure to monitor may result in the loss of the security interest in the Collateral or the priority of the security interest in favor of the notes and the guarantees against third parties. Furthermore, certain actions are required to be taken periodically to maintain certain security interests granted in the Collateral, and a failure to do so may result in the loss of the security interest in the Collateral or the priority of the security interest in favor of the notes and the guarantees, in each case, against third parties.

In addition, in certain jurisdictions, security interests created over particular assets can only be perfected by possession of the asset by the secured party. The terms of the security documents may not require possession to be granted to the secured party, meaning that the security interest will remain unperfected until possession is granted.

Moreover, the Indenture and the security documents will not require us to take any perfection actions with respect to motor vehicles and other assets subject to certificates of title, certain governmental receivables, certain commercial tort claims and certain promissory notes. See "Description of the Notes—Security—Limitation on Certain Collateral and Perfection Items."

Our failure to meet our obligations to inform the trustee or the collateral agent of the future acquisition of assets or rights that constitute collateral may constitute a breach under the Indenture, which may result in the acceleration of our obligations under the notes. However, acceleration of such obligations in such situation may not provide an adequate remedy to you if the value of the collateral is impaired by the failure to perfect the security interest in, or create a valid lien with respect to, such after-acquired collateral.

Any future grant of a security interest in Collateral or guarantee in favor of the holders of the notes might be voidable in bankruptcy.

Any future grant of a security interest in Collateral or guarantee in favor of the holders of the notes might be voidable in a bankruptcy case of the grantor or guarantor if certain events or circumstances exist or occur, including if the grantor or guarantor is insolvent at the time of the grant or guarantee, the grant or guarantee enables the holders of the notes to receive more than they would if the grant or guarantee had not been made and the debtor were liquidated under Chapter 7 of the U.S. Bankruptcy Code (the "Bankruptcy Code"), and a bankruptcy case in respect of the grantor or guarantor is commenced within 90 days following the grant or guarantee (or one year before commencement of a bankruptcy case if the creditor that benefited from the lien or guarantee is an "insider" under the Bankruptcy Code).

The Collateral is subject to casualty risks, which may limit your ability to recover as a secured creditor for losses to the Collateral, and which may have an adverse impact on our operations and results.

We intend to maintain insurance or otherwise insure against hazards in a manner appropriate and customary for our business. There are, however, certain losses, including losses resulting from terrorist acts, with respect to the Collateral that may be either uninsurable or not economically insurable, in whole or part. Insurance proceeds may not compensate us fully for our losses. If there is a complete or partial loss of any Collateral, the insurance proceeds may not be sufficient to satisfy all of our obligations, including the notes and the guarantees.

In the event of a total or partial loss affecting any of the Company's facilities, certain items of equipment and inventory may not be easily replaced. Accordingly, even though there may be insurance coverage, the extended period needed to obtain replacement units or inventory may cause significant delays, which may have an adverse impact on our operations and results. In addition, certain zoning laws and regulations may prevent rebuilding substantially the same facilities in the event of a casualty, which may have an adverse impact on our operations and results.

Bankruptcy laws may limit the ability of holders of the notes to realize value from the Collateral.

The right of the Notes Collateral Agent to repossess and dispose of the Collateral upon the occurrence of an event of default under the Indenture is likely to be significantly impaired by applicable bankruptcy law if a bankruptcy case were to be commenced by or against the Issuer or any of the guarantors before the Notes Collateral Agent repossesses and disposes of the Collateral. For example, under the Bankruptcy Code, pursuant to the automatic stay imposed upon the bankruptcy filing, a secured creditor is prohibited from repossessing its collateral from a debtor in a bankruptcy case, or from disposing of collateral repossessed from such debtor, or taking other actions to levy against a debtor, without bankruptcy court approval after notice and a hearing. Moreover, the Bankruptcy Code permits the debtor to continue to retain and to use collateral even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection." The meaning of the term "adequate protection" is undefined in the Bankruptcy Code and may vary according to circumstances (and is within the discretion of the bankruptcy court), but it is intended in general to protect the secured creditor's interest in the collateral from diminishing in value during the pending of the bankruptcy case and may include periodic payments or the granting of additional security, if and at such times as the court in its discretion determines, for any diminution in the value of the collateral as a result of the automatic stay or any use of the collateral by the debtor during the pendency of the bankruptcy case. A bankruptcy court could conclude that the secured creditor's interest in its collateral is "adequately protected" against any diminution in value during the bankruptcy case without the need of providing any additional protection. Due to the imposition of the automatic stay, the lack of a precise definition of the term "adequate protection" and the broad discretionary powers of a bankruptcy court, it is impossible to predict (i) how long payments under the notes could be delayed or if they will be made at all, following commencement of a bankruptcy case, (ii) whether or when the Notes Collateral Agent could repossess or dispose of the Collateral or (iii) whether or to what extent holders of the notes would be compensated for any delay in payment or loss of value of the Collateral through the requirement of "adequate protection."

The guarantees and security interests provided by the guarantors may not be enforceable and, under specific circumstances, federal and state statutes may allow courts to void the guarantees and security interests and require holders of notes to return payments received from guarantors.

Under federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee or the grant of a security interest could be deemed a fraudulent transfer if the guarantor or grantor of such security interest received less than a reasonably equivalent value in exchange for giving the guarantee or granting the security interest, and one of the following is also true:

- such guarantor or grantor was insolvent on the date that it gave the guarantee or granted the security interest or became insolvent as a result of giving the guarantee or granting the security interest; or
- such guarantor or grantor was engaged in business or a transaction, or was about to engage in business or a transaction, for which property remaining with the guarantor or grantor was an unreasonably small capital; or
- such guarantor or grantor intended to incur, or believed that it would incur, debts that would be beyond the guarantor's or grantor's ability to pay as those debts matured.

A guarantee or the grant of a security interest could also be deemed a fraudulent transfer if it was given with actual intent to hinder, delay or defraud any entity to which the guarantor or grantor was or became, on or after the date the guarantee was given or the security interest was granted, indebted.

The measures of insolvency for purposes of the foregoing considerations will vary depending upon the law applied in any proceeding with respect to the foregoing. Generally, however, a guarantor or grantor would be considered insolvent if, at the time it incurred indebtedness:

- the sum of its debts, including contingent liabilities, is greater than all its assets, at a fair valuation; or

- the present fair saleable value of its assets is less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

We cannot predict:

- what standard a court would apply in order to determine whether a guarantor or grantor was insolvent as of the date it issued a guarantee or granted a security interest, as applicable, or whether, regardless of the method of valuation, a court would determine that the guarantor or grantor was insolvent on that date; or
- whether a court would determine that the payments under a guarantee or the realization on collateral would constitute fraudulent transfers or fraudulent conveyances on other grounds.

The Indenture will contain a "savings clause" intended to limit each guarantor's liability under its guarantee to the maximum amount that it could incur without causing the guarantee to be a fraudulent transfer under applicable law. There can be no assurance that this provision will be upheld as intended. In 2009, the U.S. Bankruptcy Court in the Southern District of Florida in Official Committee of Unsecured Creditors of TOUSA, Inc. v. Citicorp N. Am., Inc. found this kind of provision in that case to be ineffective, and held the guarantees to be fraudulent transfers and voided them in their entirety.

If a guarantee is deemed to be a fraudulent transfer, it could be voided altogether, or it could be subordinated to all other debts of the guarantor. In such case, any payment by the guarantor pursuant to its guarantee could be required to be returned to the guarantor or to a fund for the benefit of the creditors of the guarantor. If a guarantee is voided or held unenforceable for any other reason, holders of the notes would cease to have a claim against the guarantor based on the guarantee and would be creditors only of the Issuer and any guarantor whose guarantee was not similarly voided or otherwise held unenforceable.

Security over certain collateral will not be in place by the closing date of the offering or may not be perfected, or a valid lien may not be created, on the closing date of the offering or at all.

Certain security interests that may secure the notes will not be in place by the closing date of the offering and/or will not be perfected or have a valid lien created on the closing date of this offering, including, without limitation, in respect of certain deposit accounts. To the extent any security interest in the collateral cannot be perfected or a valid lien created with respect thereto on or prior to the closing date of this offering, we will agree in the Indenture and the security documents to have all such security interests perfected or a valid lien created promptly following the closing date of the offering, but in any event no later than 90 days after such date. We cannot assure you that we will be able to perfect or create a valid lien with respect to any such security interests on or prior to that date or at all, and our failure to do so will result in a default under the indenture. See "Description of the Notes—Events of Default and Remedies." If a security interest in certain collateral is perfected or a valid lien created subsequent to the closing date of the offering, but within 90 days (or, in certain circumstances, a period longer than 90 days) prior to a bankruptcy filing, then such security interest is at risk of avoidance as a preferential transfer in the event of bankruptcy. If the grant of any such mortgage or other security interest is avoided as a preference, you would lose the benefit of that mortgage or security interest.

The notes could be wholly or partially voided as a preferential transfer.

If we become the subject of a bankruptcy proceeding within 90 days after the date of the Indenture (or, with respect to any insiders specified in bankruptcy law who are holders of the notes, within one year after we issue the notes), and the court determines that we were insolvent at the time of the closing (under the preference laws, we would be presumed to have been insolvent on and during the 90 days immediately preceding the date of filing

of any bankruptcy petition), the court could find that the incurrence of the obligations under the notes involved a preferential transfer. In addition, to the extent that certain of our collateral is not perfected until after closing, such 90-day preferential transfer period would begin on the date of perfection. If the court determined that the granting of the security interest was therefore a preferential transfer, which did not qualify for any defense under bankruptcy law, then holders of the notes would be unsecured creditors with claims that ranked pari passu with all other unsecured creditors of the applicable obligor, including trade creditors. In addition, under such circumstances, the value of any consideration holders received pursuant to the notes, including upon foreclosure of the collateral, could also be subject to recovery from such holders and possibly from subsequent assignees, or such holders might be returned to the same position they held as holders of the notes.

The waiver in the ABL-Notes Intercreditor Agreement of rights of marshaling may adversely affect the recovery rates of holders of the notes in a bankruptcy or foreclosure scenario.

The notes and the guarantees will be secured on a second-priority basis by the ABL Collateral. The ABL-Notes Intercreditor Agreement will provide that, at any time holders of the notes hold a second-priority lien on the ABL Collateral where a first-priority lien on such ABL Collateral exists, the trustee under the Indenture and the Notes Collateral Agent may not assert or enforce any right of marshaling accorded to a junior lienholder, as against the holders of such indebtedness secured by first-priority liens in the ABL Collateral. Without this waiver of the right of marshaling, holders of such indebtedness secured by first-priority liens in the ABL Collateral would likely be required to liquidate collateral on which the notes did not have a lien, if any, prior to liquidating the ABL Collateral, thereby maximizing the proceeds of the Collateral that would be available to repay our obligations under the notes. As a result of this waiver, the proceeds of sales of the ABL Collateral could be applied to repay any indebtedness secured by first-priority liens in the ABL Collateral before applying proceeds of other collateral securing indebtedness, and the holders of notes may recover less than they would have if such proceeds were applied in the order most favorable to the holders of the notes.

In the event of a bankruptcy of the Issuer or any of the guarantors, holders of the notes may be deemed to have an unsecured claim to the extent that obligations in respect of the notes exceed the fair market value of the Collateral securing the notes.

In any bankruptcy proceeding under Title 11 of the Bankruptcy Code, with respect to the Issuer or any of the guarantors, it is possible that the bankruptcy trustee, the debtor-in-possession or competing creditors will assert that the fair market value of the Collateral with respect to the notes on the date of the bankruptcy filing was less than the then-current principal amount of the notes and all other obligations with equal and ratable security interests in the Collateral. Upon a finding by the bankruptcy court that the notes are under-collateralized, the claims in the bankruptcy proceeding with respect to the notes would be bifurcated between a secured claim and an unsecured claim, and the unsecured claim would not be entitled to the benefits of security in the Collateral. Other consequences of a finding of under-collateralization would be, among other things, a lack of entitlement on the part of the holders of the notes to receive post-petition interest and a lack of entitlement on the part of the unsecured portion of the notes to receive "adequate protection" under the Bankruptcy Code. In addition, if any payments of post-petition interest had been made prior to the time of such a finding of undercollateralization, those payments could be recharacterized by the bankruptcy court as a reduction of the principal amount of the secured claim with respect to the notes.

The use of a collateral agent may diminish the rights that a secured creditor would otherwise have with respect to the Collateral.

The security interest in the Collateral securing the notes will be taken in the name of the Notes Collateral Agent for the benefit of the holders of the notes and the trustee. The Notes Collateral Agent will enter into each security document on behalf of the noteholders. The Notes Collateral Agent may effect control actions with respect to the Collateral (subject to the rights of the collateral agent for the ABL Facility with respect to the ABL Collateral and the rights of the Term Collateral Agent under the First-Lien Facility or the future controlling

collateral agent under the Pari Passu Intercreditor Agreement), which may impair the rights that a noteholder would otherwise have as a secured creditor. The Notes Collateral Agent may take actions that a noteholder disagrees with or fail to take actions that a noteholder wishes to pursue. Furthermore, the Notes Collateral Agent may fail to act in a timely manner, which could impair the recovery of noteholders.

In certain circumstances, the security agreements, the ABL-Notes Intercreditor Agreement and the Pari Passu Intercreditor Agreement will provide that the collateral agent for the ABL Facility or the Term Collateral Agent for the First-Lien Facility will act as bailee or agent on behalf of both the lenders under the ABL Facility or the First-Lien Facility and the notes in respect of certain Collateral. In addition, the collateral agent for the ABL Facility or the First-Lien Facility may be subject to conflicts of interest due to its role as bailee or agent on behalf of competing classes of creditors. Moreover, the holders of the notes will have limited rights against the collateral agent for the ABL Facility or the First-Lien Facility.

Under local law, liens securing the notes and the guarantees may not have the priority described in this offering circular and may rank junior, even with respect to Notes Collateral, to liens securing the ABL Facility or the First-Lien Facility, and you must rely on the ABL-Notes Intercreditor Agreement and/or the Pari Passu Intercreditor Agreement to ensure that enforcement proceeds of the Collateral are allocated according to the priority described in this offering circular.

Under local law, the security interests securing the notes and the guarantees may be subject to legal doctrines that effectively rank them behind the security interests in favor of other obligations, including the security interests in favor of the lenders under the ABL Facility or the First-Lien Facility. Therefore, the allocation of enforcement proceeds of the Collateral depends on the enforceability of the ABL-Notes Intercreditor Agreement and/or the Pari Passu Intercreditor Agreement. As a result, if the ABL-Notes Intercreditor Agreement and/or the Pari Passu Intercreditor Agreement is found to be invalid or unenforceable for any reason, or if an administrator, liquidator or similar officer appointed under the laws of any relevant jurisdiction refuses to give effect to it, the notes may rank behind other outstanding secured indebtedness. In addition, certain jurisdictions may provide certain creditors with priorities in payment in the event of a guarantor's bankruptcy.

The notes may be issued with OID for U.S. federal income tax purposes.

If the stated principal amount of the notes exceeds their issue price by an amount greater than or equal to a statutorily-defined *de minimis* threshold, then the notes will be considered to be issued with OID for United States federal income tax purposes. If the notes are issued with OID, then, in addition to the stated interest on a note, a U.S. Holder (as defined in "Certain United States Federal Income Tax Considerations") generally will be required to include the OID on such note in gross income (as ordinary income) as it accrues on a constant yield basis for United States federal income tax purposes, in advance of the receipt of the cash payments to which such OID is attributable and regardless of the holder's regular method of accounting for United States federal income tax purposes. See "Certain United States Federal Income Tax Considerations."

We may not be able to satisfy our obligations to holders of the notes upon a change of control.

Upon the occurrence of a "change of control," as defined in the Indenture, each holder of the notes will have the right to require the Issuer to purchase the notes at a price equal to 101% of their principal amount thereof, together with any accrued and unpaid interest. The Issuer's failure to purchase, or to give notice of purchase of, the notes would be a default under the Indenture, which would in turn be a default under the Senior Secured Credit Facilities. In addition, a change of control may constitute an event of default under the Senior Secured Credit Facilities. An event of default under the Senior Secured Credit Facilities may result in an event of default under the Indenture if the lenders accelerate the debt under either of the ABL Facility or the First-Lien Facility. Any of our future debt agreements may contain similar provisions.

If a change of control occurs, we may not have enough assets to satisfy all obligations under the Senior Secured Credit Facilities and the notes. Upon the occurrence of a change of control we could seek to refinance the indebtedness under the Senior Secured Credit Facilities and the notes or obtain a waiver from the lenders under the Senior Secured Credit Facilities or the holders of the notes. We cannot assure you, however, that we would be able to obtain a waiver or refinance our indebtedness on commercially reasonable terms, if at all. No assurances can be given that any court would enforce the change of control provisions in the indenture governing the notes as written for the benefit of the holders, or as to how these change of control provisions would be impacted were we to become a debtor in a bankruptcy case.

We may enter into transactions that would not constitute a change of control that could affect our ability to satisfy our obligations under the notes.

Legal uncertainty regarding what constitutes a change of control and the provisions of the Indenture may allow us to enter into transactions, such as acquisitions, refinancings or recapitalizations, that would not constitute a change of control but may increase our outstanding indebtedness or otherwise affect our ability to satisfy our obligations under the notes. The definition of change of control for purposes of the notes includes a phrase relating to the transfer of "all or substantially all" of our assets taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, your ability to require the Issuer to repurchase notes as a result of a transfer of less than all of our assets to another person may be uncertain.

The trading price of the notes may be volatile and can be directly affected by many factors, including our credit rating.

The trading price of the notes could be subject to significant fluctuation in response to, among other factors, changes in our operating results, interest rates, the market for non-investment grade securities, general economic conditions and securities analysts' recommendations, if any, regarding our securities.

Credit rating agencies continually revise their ratings for companies they follow, including us. Any ratings downgrade could adversely affect the trading price of the notes, or the trading market for the notes, to the extent a trading market for the notes develops. The condition of the financial and credit markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future and any fluctuation may impact the trading price of the notes. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the notes. We cannot assure you that any such disruptions may not adversely affect the prices at which you may sell your notes. In addition, subsequent to their initial issuance, the notes may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.

Holders of the notes will not be entitled to registration rights and we do not currently intend to register the notes under applicable securities laws, and there are restrictions on your ability to transfer or resell the notes.

The notes are being offered and sold pursuant to an exemption from registration under the Securities Act and applicable state securities laws and we do not currently intend to register the notes or to offer to exchange the notes for notes registered under the Securities Act. The holders of the notes will not be entitled to require us to register the notes for resale or otherwise. Therefore, you may transfer or resell the notes in the United States only in a transaction registered under or exempt from the registration requirements of the Securities Act and applicable state securities laws, and you may be required to bear the risk of your investment for an indefinite period of time. See "Transfer Restrictions."

We may be unable to repay or repurchase the notes at maturity.

At maturity, the entire principal amount of the notes, plus accrued and unpaid interest, will become due and payable. We may not have the ability to repay or refinance these obligations. If the maturity date occurs at a time when other arrangements prohibit us from repaying the notes, we would try to obtain waivers of such prohibitions from the lenders and holders under those arrangements, or we could attempt to refinance the borrowings that contain the restrictions. If we could not obtain the waivers or refinance these borrowings, we would be unable to repay the notes.

USE OF PROCEEDS

We expect that the net proceeds from this offering will be approximately $ million after deducting the estimated discount to the initial purchasers and the fees and expenses of this offering. We intend to use the net proceeds from this offering to redeem all of the Existing Secured Notes currently outstanding, repay a portion of the First-Lien Facility and pay related transaction fees and expenses, with any residual net proceeds being used for general corporate purposes.

Certain of the initial purchasers and/or their affiliates may hold a portion of the Existing Secured Notes and, as such, may receive a portion of the net proceeds in connection with this offering. Additionally, certain of the initial purchasers and/or their affiliates may be lenders under the First-Lien Facility and, as such, may receive a portion of the net proceeds in connection with the repayment of existing indebtedness under the First-Lien Facility.

CAPITALIZATION

The following table sets forth the Issuer's consolidated cash and cash equivalents and capitalization as of June 30, 2016 (i) on an actual basis and (ii) on an as adjusted basis, giving effect to the offering of the notes hereby. The information in this table should be read in conjunction with the information under "Use of Proceeds," "Description of Certain Indebtedness" and the audited consolidated financial statements and related notes of the Issuer, incorporated by reference into this offering circular.

	As of June 30, 2016	
	Actual	As Adjusted
	(in thousands)	
Cash and cash equivalents(1)	$ 6,192	$ 6,192
Debt:		
Existing Secured Notes(2)	582,596	—
Existing Unsecured Notes(3)	417,608	417,608
Notes offered hereby(4)	—	750,000
ABL Facility(5)	104,000	104,000
First-Lien Facility(6)	595,875	471,875
Lease finance obligations	269,303	269,303
Capital lease obligations	9,480	9,480
Total long-term debt	1,978,862	2,022,266
Total stockholders' equity	169,121	169,121
Total capitalization	$2,147,983	$2,191,387

(1) Due to seasonal draws under the ABL Facility for working capital purposes, cash and cash equivalents may change.
(2) Represents the aggregate principal amount of the Issuer's Existing Secured Notes.
(3) Represents the aggregate principal amount of the Issuer's Existing Unsecured Notes.
(4) Represents the aggregate principal amount of the notes offered hereby.
(5) Represents the current amount outstanding under the ABL Facility.
(6) Represents the current amount outstanding under the First-Lien Facility.

DESCRIPTION OF CERTAIN INDEBTEDNESS

The following is a summary of certain provisions of the instruments evidencing the Issuer's material indebtedness. This summary does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the agreements, including the definitions of certain terms therein that are not otherwise defined in this offering circular.

Senior Secured Credit Facilities

On July 31, 2015, the Issuer entered into a $600.0 million term loan credit agreement (the "Term Loan Credit Agreement") with Deutsche Bank AG New York Branch as administrative agent and collateral agent. The Term Loan Credit Agreement, subject to the terms and conditions set forth therein, provided for the First-Lien Facility.

In addition, on July 31, 2015, the Issuer amended and restated the ABL Facility, with SunTrust Bank as administrative agent and collateral agent. The ABL Facility provides for revolving credit financings of up to approximately $800.0 million, subject to availability under the borrowing base thereunder. The borrowing base for the ABL Facility, which determines availability under the ABL Facility, is based on a percentage of the value of certain of the assets comprising the ABL Collateral.

Maturity; Mandatory Prepayments

The First-Lien Facility matures on July 31, 2022. The ABL Facility matures on July 31, 2020.

Subject to certain exceptions, the First-Lien Facility is subject to mandatory prepayments, including in amounts equal to:

- 100% of the net cash proceeds from issuances or the incurrence of debt by the Issuer or any of the guarantors (other than certain indebtedness permitted by the First-Lien Facility);
- 100% of the net cash proceeds from certain sales or other dispositions of assets (including as a result of casualty or condemnation) by the Issuer or any of the guarantors in excess of a certain amount and subject to customary reinvestment provisions and certain other exceptions; and
- 50% (with stepdowns to 25% and 0% based upon achievement of specified first lien net leverage ratios) of annual excess cash flow of the Issuer and the guarantors, subject to customary exceptions and limitations.

Security; Guarantees

The obligations of the Issuer under the Senior Secured Credit Facilities are guaranteed by each of its direct and indirect, existing and future, domestic subsidiaries, subject to customary exceptions and limitations.

The ABL Facility is secured by a first priority lien over the ABL Collateral and a second priority lien over Notes Collateral. The First-Lien Facility is secured by a first priority lien on the Notes Collateral and a second priority lien on the ABL Collateral, in each case, prior to the offering of notes hereby and the redemption of the Existing Secured Notes, shared with Wilmington Trust, National Association, as collateral agent under that certain indenture, date as of May 29, 2013, by and among, inter alios, the Issuer, as issuer, and Wilmington Trust, National Association, as trustee and Notes Collateral Agent.

Interest

At the Issuer's election, the interest rate per annum applicable to loans issued under the First-Lien Facility is based on a fluctuating rate of interest determined by reference to either (i) a base rate determined by reference to the higher of (a) the rate last quoted by the administrative agent as its "prime rate" (or certain alternative "prime

rates"), (b) the federal funds effective rate plus 0.5% and (c) (x) the London Interbank Offered Rate ("LIBOR") applicable for an interest period of one month, plus (y) 1.00% per annum, in each case, plus an applicable margin or (ii) LIBOR, plus an applicable margin.

At the Issuer's election, the interest rate per annum applicable to loans issued under the ABL Facility is based on a fluctuating rate of interest determined by reference to either (i) a base rate determined by reference to the highest of (a) the rate which the administrative agent under the ABL Facility announces from time to time as its prime lending rate, (b) the federal funds effective rate plus 0.5% and (c) (x) the Eurodollar rate applicable for an interest period of one month, plus (y) 1.00% per annum, in each case, plus an applicable margin or (ii) an adjusted LIBOR rate determined by reference to the higher of (a) LIBOR and (b) 0%, in each case, plus an applicable margin.

Fees

We must pay certain recurring fees with respect to the Senior Secured Credit Facilities, including, (i) fees on the unused commitments of the lenders under the ABL Facility, (ii) letter of credit fees on the aggregate face amounts of outstanding letters of credit plus a fronting fee to the issuing bank plus additional charges upon each drawing under, or amendment, extension, renewal or transfer of, a letter of credit and (iii) administration fees.

Covenants

The Senior Secured Credit Facilities contain a number of customary affirmative and negative covenants that, among other things, limit or restrict the ability of the Issuer and the guarantors to:

- incur additional indebtedness (including guarantee obligations);
- incur liens;
- engage in mergers or other fundamental changes;
- sell certain property or assets;
- pay dividends or other distributions;
- make acquisitions, investments, loans and advances;
- prepay certain indebtedness;
- change the nature of their business;
- engage in certain transactions with affiliates; and
- incur restrictions on contractual obligations limiting interactions between the Issuer and its subsidiaries or limit actions in relation to the Senior Secured Credit Facilities.

In addition, the ABL Facility contains a springing financial covenant that requires the Issuer, after failure to meet the minimum availability threshold, to comply with a minimum fixed charge coverage ratio (consolidated EBITDA *minus* taxes *plus* tax refunds *minus* capital expenditures to Fixed Charges (as defined in the ABL Facility)) of 1.00 to 1.00. Under the ABL Facility, consolidated EBITDA includes additional add-backs to net income for certain costs, fees, taxes, losses, charges, write-offs, write-downs and expenses and Fixed Charges include cash interest expenses, scheduled principal payments in respect of funded indebtedness and the amount of certain restricted payments.

Events of Default

The Senior Secured Credit Facilities contain customary events of default, including with respect to nonpayment of principal, interest, fees or other amounts; material inaccuracy of a representation or warranty; failure

to perform or observe covenants; bankruptcy and insolvency events; monetary judgment defaults in an amount of $50 million; actual or asserted invalidity or impairment of any material definitive loan documentation; and a change of control.

Existing Secured Notes

The Issuer's Existing Secured Notes were issued pursuant to the indenture, dated as of May 29, 2013, by and between the Issuer, certain subsidiaries of the Issuer, as guarantors, and Wilmington Trust, National Association, as trustee and Notes Collateral Agent (the "Existing Secured Indenture"). The Issuer pays interest on the Existing Secured Notes at a rate of 7.625% per annum semi-annually in arrears on June 1 and December 1 of each year. The Existing Secured Notes mature on June 1, 2021. The Issuer expects to use the net proceeds from this offering, in part, to redeem all the Existing Secured Notes currently outstanding.

Existing Unsecured Notes

The Issuer's Existing Unsecured Notes were issued pursuant to an indenture, dated as of July 31, 2015, by and between the Issuer, certain subsidiaries of the Issuer, as guarantors, and Wilmington Trust, National Association, as trustee (the "Existing Unsecured Indenture"). The Issuer pays interest on the Existing Unsecured Notes at a rate of 10.75% per annum semi-annually in arrears on March 1 and September 1 of each year.

Optional Redemption

The Issuer has the right to redeem the Existing Unsecured Notes at the redemption prices set forth below:

- at any time (which may be more than once) before August 15, 2018, the Issuer may redeem up to 40% of the aggregate principal amount of the Existing Unsecured Notes with the net proceeds of one or more equity offerings at a price of 110.75% of the face amount of the Existing Secured Notes, plus accrued and unpaid interest to the date of redemption;
- at any time prior to August 15, 2018, the Issuer may redeem all or part of the Existing Unsecured Notes at a redemption price equal to 100% of the principal amount thereof plus the applicable premium as of, and accrued and unpaid interest thereon, if any, to, but excluding, the date of the redemption. Applicable premium is the greater of:
  (1) 1.0% of the principal amount of such Existing Unsecured Note; and
  (2) the excess (to the extent positive) of (a) the present value at such applicable date of redemption (the "Redemption Date") of (i) the redemption price of such Existing Unsecured Note at August 15, 2018 (108.063%), excluding accrued but unpaid interest, if any, plus (ii) all required interest payments due on such Existing Unsecured Note through August 15, 2018, excluding accrued but unpaid interest, if any, computed upon the Redemption Date using a discount rate equal to the Applicable Treasury Rate (as defined in the Existing Unsecured Indenture) as of such Redemption Date plus 50 basis points; over (b) the principal amount of such Existing Unsecured Note;
- on and after August 15, 2018, the Issuer may redeem the Existing Unsecured Notes, in whole or in part at the redemption prices (expressed in percentages of principal amount of the Existing Unsecured Notes to be redeemed) set forth below, plus accrued and unpaid interest thereon, if any, to, but excluding, the applicable redemption date, if redeemed during the 12-month period commencing on August 15 of the years set forth below:

Year	Percentage
2018	108.063%
2019	105.375%
2020	102.688%
2021 and thereafter	100.000%

Change of Control

If a change of control occurs with respect to the Issuer, unless the Issuer has exercised its right to redeem all of the outstanding Existing Unsecured Notes, each noteholder shall have the right to require the Issuer to repurchase such noteholder's Existing Unsecured Notes at a purchase price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to, but excluding, the date of purchase.

Covenants and Events of Default

The Existing Unsecured Notes indenture contains covenants and events of default customary for an issuer of non-investment grade debt.

DESCRIPTION OF THE NOTES

The following is a description of the $750,000,000 aggregate principal amount of % senior secured notes due 2024 (the "*Notes*"). The Notes will be issued by Builders FirstSource, Inc., a Delaware corporation (the "*Company*"). In this Description of the Notes, the term "*Company*" refers only to Builders FirstSource, Inc. and not to any of its Subsidiaries.

The Company will issue the Notes under an indenture (the "*Indenture*") to be dated as of the Issue Date, among the Company and Wilmington Trust, National Association, as trustee (in such capacity, the "*Trustee*") and the collateral agent (in such capacity, the "*Notes Collateral Agent*"). The Notes will be issued in a private transaction that is not subject to the registration requirements of the Securities Act. See "Notice to Investors." The Notes are subject to all such terms pursuant to the provisions of the Indenture, and Holders of the Notes are referred to the Indenture for a statement thereof.

The following is a summary of the material provisions of the Indenture and the Collateral Documents. Because this is a summary, it may not contain all the information that is important to you. You should read the Indenture and the Collateral Documents in their entirety. Copies of the proposed forms of the Indenture and the Collateral Documents are available as described under "Where You Can Find More Information." You can find the definitions of certain terms used in this description under "—Certain Definitions." The capitalized terms defined in "—Certain Definitions" below are used in this "Description of the Notes" as so defined.

The Company does not intend to list the Notes on any securities exchange. The Company will not be required to, nor does the Company currently intend to, offer to exchange the Notes for notes registered under the Securities Act or otherwise register or qualify by prospectus the Notes for resale under the Securities Act. The Indenture will not be qualified under the Trust Indenture Act or subject to the terms of the Trust Indenture Act. Accordingly, the terms of the Notes include only those stated in the Indenture.

Brief Description of the Notes and the Note Guarantees

The Notes will be:

- general senior secured obligations of the Company;
- *pari passu* in right of payment with any existing and future Senior Indebtedness (including guarantees of the Credit Agreement, the ABL and the Existing Unsecured Notes) of the Company;
- secured on a first-priority basis by the Notes Collateral owned by the Company and on a second-priority basis by the ABL Collateral owned by the Company, in each case subject to certain Liens permitted under the Indenture;
- equal in priority as to the Notes Collateral owned by the Company with respect to the Credit Agreement Obligations, and the Other Pari Passu Lien Obligations (if any) incurred after the Issue Date;
- senior in right of payment to any future Subordinated Indebtedness of the Company;
- unconditionally guaranteed on a senior secured basis, jointly and severally, by each Guarantor;
- effectively senior to all existing and future unsecured Indebtedness of the Company to the extent of the value of the Collateral owned by the Company (after giving effect to any senior Lien on such Collateral including in respect of the Lien on the ABL Priority Collateral Securing the ABL Obligations), and effectively senior to all existing and future Indebtedness under the ABL and the other ABL Obligations to the extent of the value of the Notes Collateral owned by the Company;
- effectively subordinated to (i) the Company's existing and future Indebtedness under the ABL and the other ABL Obligations to the extent of the value of the ABL Collateral owned by the Company and (ii) any existing and future Indebtedness of the Company that is secured by Liens on assets that do not constitute a part of the Collateral to the extent of the value of such assets; and

- structurally subordinated to any existing and future Indebtedness and other liabilities, including preferred stock, of Non-Guarantor Subsidiaries and any other Subsidiaries of the Company that are not Guarantors.

Each Note Guarantee (as defined below) will be:

- a general senior secured obligation of the applicable Guarantor;
- pari passu in right of payment with all existing and future senior Indebtedness of that Guarantor, including its guarantee of the ABL Credit Agreement, the ABL and the Existing Unsecured Notes;
- secured on a first-priority basis by the Notes Collateral owned by that Guarantor and on a second-priority basis by the ABL Collateral owned by that Guarantor, in each case subject to certain Liens permitted under the Indenture;
- equal in priority as to the Notes Collateral owned by that Guarantor with respect to the Credit Agreement Obligations, and the Other Pari Passu Lien Obligations of that Guarantor (if any) incurred after the Issue Date;
- senior in right of payment to all future Subordinated Indebtedness of that Guarantor;
- effectively senior to all existing and future unsecured Indebtedness of that Guarantor, to the extent of the value of the Collateral owned by that Guarantor (after giving effect to any senior Lien on such Collateral, including in respect of the Lien on the ABL Priority Collateral securing the ABL Obligations), and effectively senior to any existing and future Obligations of that Guarantor under the ABL and the other ABL Obligations of that Guarantor to the extent of the value of the Notes Collateral owned by that Guarantor;
- effectively subordinated to (i) any existing and future Indebtedness of that Guarantor under the ABL and the other ABL Obligations of that Guarantor to the extent of the value of the ABL Collateral owned by that Guarantor and (ii) any existing and future Indebtedness of that Guarantor that is secured by Liens on assets that do not constitute a part of the Collateral to the extent of the value of such assets; and
- structurally subordinated to all existing and future Indebtedness and other liabilities, including preferred stock, of any Subsidiaries of that Guarantor that are not Guarantors.

As of June 30, 2016, on a pro forma basis after giving effect to the Transactions, (1) the Company's outstanding senior Indebtedness would have been approximately $2,022.3 million, $1,604.7 million of which would have been Secured Indebtedness, including $269.3 million in lease finance obligations and $9.5 million of capital leases; and (2) our borrowing base under our ABL would have been approximately $848.3 million and we would have had approximately $611.0 million of availability thereunder, after deducting $85.0 million of outstanding and undrawn letters of credit.

Principal, Maturity and Interest

The Company will issue Notes in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The rights of Holders of beneficial interests in the Notes to receive the payments on such Notes are subject to applicable procedures of DTC. If the due date for any payment in respect of any Notes is not a Business Day at the place at which such payment is due to be paid, the Holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day at such place, and will not be entitled to any further interest or other payment as a result of any such delay.

The Company will issue an aggregate principal amount of $750,000,000 of Notes on the Issue Date. The Notes will mature on , 2024 . Interest on the Notes will accrue at the rate per annum set forth on the cover of this offering circular and will be payable, in cash, semi-annually in arrears on and of each year, commencing on , 2017, to Holders of record on the immediately preceding and , respectively. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of original issuance. If the Company delivers global notes to the Trustee for cancellation on a date that is after the record date and on or before the corresponding interest

payment date, then interest shall be paid in accordance with the applicable procedures of DTC. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Each interest period will end on (but not include) the relevant interest payment date.

Additional Notes

The Company may issue additional Notes (the "*Additional Notes*") from time to time under the Indenture. The Indenture will provide for the issuance of Additional Notes having identical terms and conditions to the Notes offered hereby, subject to compliance with the covenants contained in the Indenture. Additional Notes will be part of the same issue as the Notes offered hereby under the Indenture for all purposes, including waivers, amendments, redemptions and offers to purchase and Holders of Additional Notes will share equally and ratably in the Collateral with other Holders; *provided* that Additional Notes will not be issued with the same CUSIP as the Notes offered hereby unless such Additional Notes are fungible with the Notes offered hereby for U.S. federal income tax purposes.

Payments

Principal of, and premium, if any, and interest on the Notes will be payable at the office or agency of the Company maintained for such purpose (along with any other paying agent maintained by the Company, the "Paying Agent") or, at the option of the Paying Agent, payment of interest, if any, may be made by check mailed to the Holders of the Notes at their respective addresses set forth in the register of Holders or by wire transfer of immediately available funds to the accounts specified by the Holders of the Notes provided that all payments of principal, premium, if any, and interest with respect to Notes represented by one or more global notes registered in the name of or held by the DTC or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holders thereof. Until otherwise designated by the Company, the Company's office or agency maintained for such purpose will be the office of the Trustee.

Guarantees

The obligations of the Company under the Notes and the Indenture will be, jointly and severally, unconditionally guaranteed on a senior secured basis (the "*Note Guarantees*") by each existing and future Wholly-Owned Domestic Restricted Subsidiary (the "*Guarantors*") that Guarantees the Company's obligations under the Credit Agreement. Following the Issue Date, Subsidiaries will be required to Guarantee the Notes to the extent described in "—Certain Covenants—Limitation on Guarantees."

For the twelve months ended June 30, 2016, after giving effect to the Acquisition Transactions, those subsidiaries of the Company that will not serve as guarantors accounted for a de minimis percentage of the Company's sales, Adjusted EBITDA, total assets and total liabilities.

Each Note Guarantee will be limited to the maximum amount that would not render the Note Guarantor's obligations subject to avoidance under applicable law as a fraudulent conveyance, fraudulent transfer or unjust preference, including provisions of the United States Bankruptcy Code or any comparable provision of foreign or state law or provincial law to comply with corporate benefit, financial assistance and other laws. By virtue of this limitation, a Guarantor's obligation under its Note Guarantee could be significantly less than amounts payable with respect to the Notes, or a Guarantor may have effectively no obligation under its Note Guarantee. See "Risk Factors—Risks Relating to Our Indebtedness and the Notes—Federal and state statutes allow courts, under specific circumstances, to void notes and require note holders to return payments received."

The Note Guarantee of a Guarantor will terminate upon:

(1) a sale or other disposition (including by way of consolidation, merger or amalgamation) of the Capital Stock of such Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor to a Person other than to the Company or a Restricted Subsidiary and as otherwise permitted by the Indenture;

(2) the designation in accordance with the Indenture of the Guarantor as an Unrestricted Subsidiary or the occurrence of any event after which the Guarantor is no longer a Restricted Subsidiary;

(3) defeasance or discharge of the Notes, as provided in "—Defeasance" and "—Satisfaction and Discharge";

(4) to the extent that such Guarantor is not an Immaterial Subsidiary solely due to the operation of clause (i) of the definition of "Immaterial Subsidiary," upon the release of the guarantee referred to in such clause;

(5) such Guarantor being released from all of (i) its obligations under all of its Guarantees of payment by the Company of any Indebtedness of the Company under the Credit Agreement and all other Indebtedness with Pari Passu Lien Priority relative to the Notes or (ii) in the case of a Note Guarantee made by a Guarantor (each, an "*Other Guarantee*") as a result of its guarantee of other Indebtedness of the Company or a Guarantor pursuant to the covenant entitled "—Certain Covenants—Limitation on Guarantees," the relevant Indebtedness, except in the case of (i) or (ii), a release as a result of payment under such Guarantee (it being understood that a release subject to a contingent reinstatement is still considered a release, and if any such Guarantee of such Guarantor under the Credit Agreement or any Other Guarantee is so reinstated, such Note Guarantee shall also be reinstated); or a refinancing or repayment in full of the Credit Agreement and/or such other Indebtedness with Pari Passu Lien Priority relative to the Notes; and

(6) solely if such Guarantor does not Guarantee Indebtedness (or commitments in respect thereof) (other than the Notes) with Pari Passu Lien Priority relative to the Notes (for the avoidance of doubt, prior to giving effect to any release pursuant to this clause (6)) immediately prior and during the Suspension Period, upon the achievement of Investment Grade Status by the Notes; provided that such Note Guarantee shall be reinstated upon the Reversion Date or, if earlier, the Guarantee by such Guarantor of Indebtedness (or commitments in respect thereof) with Pari Passu Lien Priority relative to the Notes (for the avoidance of doubt, prior to giving effect to any release pursuant to this clause (6)).

Claims of creditors of Non-Guarantors, including trade creditors, secured creditors and creditors holding debt and guarantees issued by those Subsidiaries, and claims of preferred and minority stockholders (if any) of those Subsidiaries and claims against joint ventures generally will have priority with respect to the assets and earnings of those Subsidiaries and joint ventures over the claims of creditors of the Company, including Holders of the Notes. The Notes and each Note Guarantee therefor will be effectively subordinated to creditors (including trade creditors) and preferred and minority stockholders (if any) of Subsidiaries of the Company (other than the Guarantors) and joint ventures. Although the Indenture limits the incurrence of Indebtedness, Disqualified Stock and Preferred Stock of Restricted Subsidiaries, the limitation is subject to a number of significant exceptions. Moreover, the Indenture does not impose any limitation on the incurrence by Restricted Subsidiaries of liabilities that are not considered Indebtedness, Disqualified Stock or Preferred Stock under the Indenture. See "—Certain Covenants—Limitation on Indebtedness."

Security

The Notes and the Guarantees will have the benefit of the Collateral, which will consist of (i) the Notes Collateral, as to which the Holders of the Notes and holders of the Credit Agreement Obligations and future Other Pari Passu Lien Obligations (if any) will have a first-priority security interest (subject to Permitted Liens) and the ABL Lenders and the other holders of ABL Obligations will have a second-priority security interest, and (ii) the ABL Collateral, as to which the ABL Lenders and the other holders of ABL Obligations will have a first-priority security interest and the Holders of the Notes and holders of the Credit Agreement Obligations and future Other Pari Passu Lien Obligations (if any) will have a second-priority security interest (subject to Permitted Liens).

The Company and the Guarantors will be able to incur additional Indebtedness in the future that could share in the Collateral. The amount of all such additional Indebtedness will be limited by the covenants disclosed under

"—Certain Covenants—Liens" and "—Certain Covenants—Limitation on Indebtedness." Under certain circumstances the amount of such additional Secured Indebtedness could be significant. See "Risk Factors—Risks Related to Our Indebtedness and the Notes—Despite our current level of indebtedness, we may be able to incur substantially more debt and enter into other transactions which could further exacerbate the risks to our financial condition described above" and "Risk Factors—Risks Related to Our Indebtedness and the Notes—There are certain categories of property that are excluded from the Collateral."

Notes Collateral

The Notes Collateral will be pledged as collateral to the Notes Collateral Agent for the benefit of the Trustee, the Notes Collateral Agent, and the Holders of the Notes. The Notes Collateral was previously pledged as collateral to the Term Loan Credit Agreement Collateral Agent for the benefit of the Credit Agreement Obligations. The Notes and Guarantees, together with the Credit Agreement Obligations and future Other Pari Passu Lien Obligations (if any), will be secured by first-priority security interests in the Notes Collateral, subject to Permitted Liens. The Notes Collateral generally consists of substantially all present and future tangible and intangible assets of the Company and the Guarantors (including, all of the Capital Stock owned by the Company or any Guarantor other than Excluded Equity Interests) in each case other than (i) the ABL Collateral and (ii) Excluded Assets.

Initially, subject to Permitted Liens, only the Notes, the Guarantees and the Credit Agreement Obligations will have the benefit of the first-priority security interest in the Notes Collateral. Except for Indebtedness secured by Permitted Liens (including, the Credit Agreement Obligations and, subject to the terms described herein, future Indebtedness constituting Other Pari Passu Lien Obligations), no other Indebtedness incurred by the Company or any Guarantor may share in the first-priority security interest in the Notes Collateral.

The Company and the Guarantors have granted a second-priority Lien on and security interest in the Notes Collateral for the benefit of the ABL Lenders and the other holders of ABL Obligations, which initially will consist of the loans outstanding under the ABL made by the ABL Lenders, obligations with respect to letters of credit issued under the ABL, certain hedging obligations incurred with the ABL Lenders or their affiliates pursuant to a Secured Hedge Agreement and Banking Product Obligations and any other ABL Obligations under the ABL. Any additional Indebtedness that is incurred by the Company or any Guarantor in compliance with the terms of the Indenture may also be given a Lien on and security interest in the Notes Collateral that ranks junior to the Lien of the Notes Secured Parties in the Notes Collateral. See "—Certain Covenants—Liens." Except as provided in the ABL-Notes Intercreditor Agreement, holders of such junior Liens will not be able to take any enforcement action with respect to the Notes Collateral so long as any Notes are outstanding.

ABL Collateral

The Credit Agreement Obligations are, and the Notes, the Guarantees and future Other Pari Passu Lien Obligations (if any) will also be, secured by a second-priority Lien on and security interest in the ABL Collateral (subject to Permitted Liens). The ABL Collateral generally consists of the following assets of the Company and the Guarantors (other than Excluded Assets) whether now owned or hereafter acquired:

- accounts (including credit card receivables) and all other rights to payment arising from services rendered or from the sale, lease, use or other disposition of inventory, whether such rights to payment constitute payment intangibles, letter-of-credit rights or any other classification of property, or are evidenced in whole or in part by instruments, chattel paper or documents;
- inventory and documents relating to inventory;
- all rights of an unpaid vendor with respect to inventory;
- deposit accounts (other than separately maintained insurance deposit accounts), commodity accounts, securities accounts and lockboxes, including all money and certificated securities, uncertificated securities (other than Capital Stock of Subsidiaries of the Company and the Guarantors), securities

entitlements and related investment property (including all cash, marketable securities and other funds held in or on deposit in any deposit account, commodity account or securities account), and all cash and cash equivalents, including cash and cash equivalents securing reimbursement obligations in respect of letters of credit or other ABL Obligations;

- instruments, chattel paper and general intangibles pertaining to the other items of property otherwise comprising ABL Collateral (other than any Capital Stock of Subsidiaries of the Company and Guarantors and intellectual property);
- books and records, supporting obligations, documents and related letters of credit, letter-of-credit rights, commercial tort claims or other claims and causes of action, in each case, to the extent arising out of, related to or given in exchange or settlement of any of the foregoing; and
- all substitutions, replacements, accessions, products and proceeds (including, without limitation, insurance proceeds, licenses, royalties, income, payments, claims, damages and proceeds of suit) of all or any of the foregoing.

All terms used in the preceding paragraph and defined in the UCC and not otherwise defined in this offering circular have the meanings given to such terms in the UCC; provided that the term "instrument" has the meaning given to such term in Article 9 of the UCC.

Notwithstanding the foregoing, but subject to the provisions of the ABL-Notes Intercreditor Agreement, the ABL Collateral will not include any identifiable cash proceeds from a sale, lease, conveyance or other disposition of any Notes Collateral that has been deposited in the Collateral Account in accordance with the terms of the Indenture, the Collateral Documents and the ABL-Notes Intercreditor Agreement, until such time as such cash proceeds are released therefrom in accordance with the terms of such agreements.

Limitation on Certain Collateral and Perfection Items

The Company and its Subsidiaries will not be required under the terms of the Indenture or the Collateral Documents to deliver landlord lien waivers, estoppels or collateral access letters and will not be required to subject any accounts (other than any Collateral Account), securities accounts or commodities accounts to control agreements; provided that Collateral shall not include any Excluded Assets or Excluded Equity Interests.

Possession of the Collateral

Subject to the terms of the Collateral Documents, and unless an Event of Default shall have occurred and be continuing and the Notes Collateral Agent or, subject to the provisions of the Intercreditor Agreements, the ABL Collateral Agent or Credit Agreement Collateral Agent shall have commenced enforcement of remedies with respect to the Collateral, the Company and the Guarantors will have the right to remain in possession and retain exclusive control of the Collateral securing the Obligations under the Notes, the Guarantees and the Indenture (other than any cash, securities and Cash Equivalents constituting part of the Collateral and deposited with the Notes Collateral Agent or the ABL Collateral Agent, as applicable in accordance with the provisions of the Collateral Documents), to freely operate the Notes Collateral and to collect, invest and dispose of any income therefrom. See "Risk Factors—Risks Relating to Our Indebtedness and the Notes—We will, in most cases, have control over the Notes Collateral, and the sale or pledge of particular assets by us could reduce the pool of assets securing the Notes and the guarantees."

Information Regarding Collateral

The Company will furnish to the Notes Collateral Agent, with respect to the Company or any Guarantor, prompt written notice of any change in such Person's (i) organizational name, (ii) jurisdiction of organization or formation, (iii) identity or organizational structure or (iv) organizational identification number. The Company and the Guarantors will agree to make all filings under the UCC or equivalent statutes, or otherwise that are required by applicable law in order for the Notes Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral.

Further Assurances and After-Acquired Property

Subject to the applicable limitations set forth in the Collateral Documents and the Indenture (including with respect to Excluded Assets), the Company and the Guarantors shall execute any and all further documents, financing statements, applications for registration, agreements and instruments, and take all further action that may be required under applicable law, or that the Notes Collateral Agent may reasonably request, in order to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the Collateral Documents in the Collateral. Subject to the applicable limitations set forth in the Collateral Documents and the Indenture (including with respect to Excluded Assets), if, after the Issue Date, the Company or a Guarantor acquires property that is not automatically subject to a perfected security interest under the Collateral Documents and such property constitutes or would constitute Collateral (including, without limitation, any asset of the Company or a Guarantor that becomes Collateral subsequent to the Issue Date as a result of such asset ceasing to be an Excluded Asset) or an entity becomes a Guarantor, then the Company or such Guarantor will, as soon as practicable, but in any event, within 90 days, provide for security over such property (or, in the case of a new Guarantor, its assets of the type that would constitute Collateral under the Collateral Documents) in favor of the Notes Collateral Agent and deliver certain joinder agreements or supplements as required by the Indenture and the Collateral Documents and take all actions required by the Collateral Documents and the Indenture to perfect the liens created by the Collateral Documents. Notwithstanding the foregoing, until the Discharge of the ABL Obligations, the Company and the Guarantors shall only be required to comply with the foregoing requirements with respect to any ABL Collateral to the extent that such ABL Collateral is concurrently being pledged to secure the ABL Obligations.

Collateral Documents and Certain Related Intercreditor Provisions

The Company, the Guarantors and the Notes Collateral Agent (on behalf of the Trustee and the Holders of the Notes) will enter into one or more Collateral Documents creating and establishing the terms of the security interests that secure the Notes and the Guarantees and any Other Pari Passu Lien Obligations (if any). These security interests will secure the payment and performance when due of all of the obligations of the Company and the Guarantors under the Notes, the Indenture, the Guarantees and the Collateral Documents and any applicable Other Pari Passu Lien Obligations (if any), as provided in the Collateral Documents. The Company and the Guarantors will complete all filings and other similar actions required in connection with the provision and/or perfection of security interests in the Collateral that may be perfected by the filing of a financing statement under the UCC and the pledge of the Capital Stock of any Domestic Subsidiary (to the extent not constituting an Excluded Asset), in each case on the Issue Date. In addition, the Company and the Guarantors shall use their commercially reasonable efforts to complete all other filings and other similar actions required in connection with the provision and/or perfection of security interests on other Collateral on the Issue Date, but to the extent they are unable to do so without undue burden or expense, will in any event complete such actions within 90 days following the Issue Date subject to the below provisions of this paragraph regarding real property Collateral. Wilmington Trust, National Association will be appointed, pursuant to the Indenture, as the Notes Collateral Agent. The Trustee, the Notes Collateral Agent and each Holder of Notes and each other holder of, or obligee in respect of, any Obligations in respect of the Notes outstanding at such time are referred to collectively as the "*Noteholder Secured Parties*." Certain security interests in real property Collateral including all mortgages on real property Collateral, will not be in place on the Issue Date or will not be validly created and perfected on the Issue Date. The Company and the Guarantors will use commercially reasonable efforts to perfect on the Issue Date the security interests in the real property Collateral for the benefit of the Holders of Notes that are created on the Issue Date, but to the extent any such security interest cannot be perfected by such date, the Company will use commercially reasonable efforts to do or cause to be done all acts and things that may be required, to have all security interests in the real property Collateral duly created and enforceable and perfected, to the extent required by the security documents, promptly following the Issue Date, and all such security interests in the real property Collateral will have been duly created and be enforceable and perfected, to the extent required by the security documents, no later than the later of (a) 90 days after the Issue Date and (b) the date such security interests in the real property Collateral are required to be duly created and enforceable and perfected under the Collateral Documents (after giving effect to any waiver or extension obtained from the Holders of the Notes thereunder).

With regard to any property upon which a security interest must be perfected, such security interests and Liens will be created under the Collateral Documents in form and substance reasonably necessary to grant to the Notes Collateral Agent, on behalf of the Holders of the Notes, a security interest in such collateral and the Company and the Guarantors shall deliver or cause to be delivered to the Notes Collateral Agent, on behalf of the Holders of the Notes, all such instruments and documents (including certificates, legal opinions and lien searches) as are necessary to evidence compliance with this covenant. With regard to any property upon which a security interest must be perfected, the Company and the Guarantors shall deliver to the Notes Collateral Agent, on behalf of the Holders of the Notes, new title insurance policies insuring the Lien of the applicable mortgage or deed of trust on any real property Collateral upon which a security interest must be perfected in a customary form. The Company and the Guarantors shall deliver a survey to the Notes Collateral Agent, on behalf of the Holders of the Notes, and will otherwise ensure that the title insurance policies issued to the Notes Collateral Agent with respect to such real property contains customary survey coverage. See "Risk Factors—Risks Related to Our Indebtedness and the Notes—Security over certain collateral will not be in place by the closing date of the offering or may not be perfected, or a valid lien may not be created, on the closing date of the offering."

ABL-Notes Intercreditor Agreement

The Notes Collateral Agent will become a party to the ABL-Notes Intercreditor Agreement. Although the Holders of the Notes are not party to the ABL-Notes Intercreditor Agreement, by their acceptance of the Notes they will agree to be bound by the terms of the ABL-Notes Intercreditor Agreement. If any other Indebtedness is designated as Other Pari Passu Lien Obligations and is permitted by the terms of the Indenture, the Credit Agreement and the ABL (or any other applicable Credit Facility) to be secured by the Collateral on a pari passu basis with the Notes and the Guarantees, the representatives of the holders of such Other Pari Passu Lien Obligations will also become party to the ABL-Notes Intercreditor Agreement and the Pari Passu Intercreditor Agreement. See also "—Pari Passu Intercreditor Arrangements."

Pursuant to the terms of the ABL-Notes Intercreditor Agreement, prior to the discharge of the Obligations with respect to the Notes, the Guarantees and the Indenture, the Credit Agreement Obligations (and Other Pari Passu Lien Obligations (if any)), the "Applicable Authorized Representative" under the Pari Passu Intercreditor Agreement will determine the time and method by which the security interests in the Notes Collateral will be enforced and, prior to the Discharge of the ABL Obligations, the ABL Collateral Agent will determine the time and method by which the security interests in the ABL Collateral will be enforced.

Lien Subordination

Notwithstanding the time, order or method of creation, attachment or perfection of any Lien in respect of any ABL Collateral and notwithstanding any provision of any applicable law, any security document or any other document or instrument, the Notes Collateral Agent will agree on behalf of the Noteholder Secured Parties that: the Liens of the Notes Collateral Agent in respect of the ABL Collateral, shall be expressly subordinate and junior in right, priority, operation and effect to any Lien of the ABL Collateral Agent in respect of the ABL Collateral. The ABL-Notes Intercreditor Agreement will provide for subordination of the ABL Collateral Agent's Lien with respect to the Notes Collateral and the priority of the Notes Collateral Agent's and Credit Agreement Collateral Agent's Liens with respect to the Notes Collateral.

No Action with Respect to the ABL Collateral

The ABL-Notes Intercreditor Agreement provides that, with respect to the ABL Collateral, none of the Noteholder Secured Parties (or holders of Credit Agreement Obligations or Other Pari Passu Lien Obligations (if any)) may (or may direct the Notes Collateral Agent or the Credit Agreement Collateral Agent or any representative with respect to Other Pari Passu Lien Obligations, if applicable, to) (i) commence any judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect

to, or otherwise exercise or join any other person in exercising any right, remedy or power with respect to, or otherwise take any action to enforce its interest in or realize upon, or take any other action available to it in respect of any ABL Collateral, other than certain limited protective measures, (ii) challenge or question in any proceeding the validity or enforceability of any ABL Obligations or related security document, or the validity, attachment, perfection or priority of any Lien securing ABL Obligations, or the validity or enforceability of the priorities, rights or duties established by or other provisions of the Intercreditor Agreement, (iii) it will not itself take or cause to be taken any action the purpose or intent of which is, or could be, to interfere with, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the ABL Collateral by any ABL Secured Parties, (iv) it shall have no right to (A) direct ABL Collateral Agent or any holder of ABL Obligations to exercise any right, remedy or power with respect to the ABL Collateral or (B) consent to the exercise by any ABL Secured Party of any right, remedy or power with respect to the ABL Collateral, (v) it will not itself institute any suit or assert in any suit or Insolvency or Liquidation Proceeding any claim against any ABL Secured Party seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to, and no ABL Secured Party shall be liable for, any action taken or omitted to be taken by such ABL Secured Party with respect to any ABL Collateral and (vi) it will not seek, and waives any right, to have any ABL Collateral or any part thereof marshaled upon any foreclosure or other disposition of such ABL Collateral. In addition to the foregoing, the ABL-Notes Intercreditor Agreement provides that the ABL Collateral Agent has the exclusive right to take any enforcement action with respect to the ABL Collateral without any consultation with and without the consent of any Noteholder Secured Party (or holder of Credit Agreement Obligations or Other Pari Passu Lien Obligations (if any)). The ABL-Notes Intercreditor Agreement provides reciprocal limitations on the ABL Secured Parties' rights to take action with respect to the Notes Collateral.

Collateral Access Rights

If the ABL Collateral Agent takes any enforcement action with respect to the ABL Lien Collateral, the Pari Notes Debt Secured Parties (i) shall cooperate with the ABL Agent (at the sole cost and expense of the ABL Agent and subject to the condition that the Pari Notes Debt Secured Parties shall have no obligation or duty to take any action or refrain from taking any action that could reasonably be expected to result in the incurrence of any liability or damage to the Pari Notes Debt Secured Parties) in its efforts to enforce its security interest in the ABL Collateral and to finish any work-in-process and assemble the ABL Collateral, (ii) shall not take any action designed or intended to hinder or restrict in any respect the ABL Agent from enforcing its security interest in the ABL Collateral or from finishing any work-in-process or assembling the ABL Collateral, and (iii) subject to the rights of any landlords under real estate leases, shall permit the ABL Agent, its employees, agents, advisers and representatives, at the sole cost and expense of the ABL Secured Parties and upon reasonable advance notice, to enter upon and use the Notes Collateral (including equipment, processors, computers and other machinery related to the storage or processing of records, documents or files), for a period not to exceed 180 days after the taking of such enforcement action, for purposes of (1) assembling and storing the ABL Collateral and completing the processing of and turning into finished goods of any ABL Collateral consisting of work-in-process, (2) selling any or all of the ABL Collateral located on such Notes Collateral, whether in bulk, in lots or to customers in the ordinary course of business or otherwise, (3) removing any or all of the ABL Collateral located on such Notes Collateral, or (4) taking reasonable actions to protect, secure and otherwise enforce the rights of the ABL Secured Parties in and to the ABL Collateral; provided, however, that nothing contained in the ABL-Notes Intercreditor Agreement shall restrict the rights of any Pari Notes Debt Agent from selling, assigning or otherwise transferring any Notes Collateral prior to the expiration of such 180-day period if the purchaser, assignee or transferee thereof agrees to be bound by this provisions. If any stay or other order prohibiting the exercise of remedies with respect to the ABL Collateral has been entered by a court of competent jurisdiction, such 180-day period shall be tolled during the pendency of any such stay or other order. If the ABL Agent conducts a public auction or private sale of the ABL Collateral at any of the real property included within the Notes Collateral, the ABL Agent shall provide each Pari Notes Debt Agent with reasonable notice and use reasonable efforts to hold such auction, or sale in a manner which would not unduly disrupt such Pari Notes Debt Agent's use of such real property.

Each Pari Notes Debt Agent and each Pari Notes Debt Secured Party, in its capacity as a secured party (or as a purchaser, assignee or transferee, as applicable), and to the extent of its interest therein, has granted or will grant to the ABL Agent and the ABL Secured Parties a nonexclusive, irrevocable, royalty-free, worldwide license to use, license or sublicense any and all intellectual property now owned or hereafter acquired included as part of the Notes Collateral (and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof) as is or may be necessary or advisable in the ABL Agent's reasonable judgment for the ABL Agent to process, ship, produce, store, supply, lease, complete, sell, liquidate or otherwise deal with the ABL Collateral, or to collect or otherwise realize upon any accounts receivable comprising ABL Collateral, in each case solely in connection with any exercise of remedies available to the ABL Secured Parties; provided that (i) any such license shall terminate upon the sale of the applicable ABL Collateral and shall not extend or transfer to the purchaser of such ABL Collateral, (ii) the ABL Agent's use of such intellectual property shall be reasonable and lawful, and (iii) any such license is granted on an "AS-IS" basis, without any representation or warranty whatsoever. Furthermore, each Pari Notes Debt Agent agrees that, in connection with any exercise of remedies available to any Pari Notes Debt Agent in respect of Notes Collateral, such Pari Notes Debt Agent shall provide written notice to any purchaser, assignee or transferee of intellectual property pursuant to such exercise of remedies, that the applicable intellectual property is subject to such license.

Tracing of Proceeds of ABL Collateral and Notes Collateral

The ABL-Notes Intercreditor Agreement provides that, prior to an issuance of any Enforcement Notice with respect to Collateral or the commencement of any Insolvency or Liquidation Proceeding, any proceeds of Collateral, whether or not deposited under Account Agreements, which are used by any Grantor to acquire other property which is Collateral shall not (solely as between the ABL Agent, the ABL Secured Parties, on the one hand, and the Pari Notes Debt Agents and the Pari Notes Debt Secured Parties) be treated as proceeds of Collateral for purposes of determining the relative priorities in the Collateral which was so acquired. In addition, unless and until the discharge of ABL Obligations occurs, the Pari Notes Debt Agents and the Pari Notes Debt Secured Parties by consent to the application, prior to the receipt by the ABL Agent of an Enforcement Notice issued by any Pari Notes Debt Agent, of cash or other proceeds of Collateral, deposited under control agreements to the repayment of ABL Obligations pursuant to the ABL documents; provided that after the receipt by the ABL Agent of an Enforcement Notice from any Pari Notes Debt Agent, any identifiable proceeds of Notes Collateral (whether or not deposited under Account Agreements with the ABL Agent) shall be treated as Notes Collateral.

No Duties of the ABL Secured Parties

The ABL-Notes Intercreditor Agreement provides that none of the ABL Secured Parties have any duty or liability and each Noteholder Secured Party (and each holder of Other Pari Passu Lien Obligations (if any)) waives, under the ABL-Notes Intercreditor Agreement, all claims against any of the ABL Secured Parties arising out of any and all actions any ABL Secured Party may take or permit or omit to take (including with respect to: the foreclosure upon, sale, release or depreciation of, or failure to realize upon, the ABL Collateral) in accordance with the ABL-Notes Intercreditor Agreement, the ABL Documents or any other agreement related thereto or the collection of the ABL Obligations or the valuation, use, protection or release of any security for the ABL Obligations. In addition, the ABL-Notes Intercreditor Agreement further provides that the ABL Collateral Agent is entitled to sell, transfer or otherwise dispose of or deal with the ABL Collateral without regard to the second-priority security interest of the Notes Collateral Agent on such ABL Collateral or any rights to which any Noteholder Secured Party (or holder of Other Pari Passu Lien Obligations (if any)) would otherwise be entitled as a result of such second-priority security interest.

Payment Over; No New Liens Reinstatement

Each Pari Notes Debt Agent has agreed or will agree that if it shall obtain possession of any ABL Collateral or shall realize any proceeds or payment in respect of any such Collateral, pursuant to any security document or by the exercise of any rights available to it under applicable law or in any Insolvency or Liquidation Proceeding or through any other exercise of remedies, at any time prior to the associated discharge of ABL Obligations secured, or intended to be secured, by such Collateral, then it shall hold such Collateral, proceeds or payment in trust for the ABL Secured Parties and transfer such Collateral, proceeds or payment, as the case may be, to the ABL Agent reasonably promptly after receiving written notice from the ABL Secured Parties that it has possession of such Collateral or proceeds or payments in respect thereof.

In addition to the foregoing, the ABL-Notes Intercreditor Agreement provides that the Grantors will not, and will not permit their Subsidiaries to, grant any new Lien to the Notes Collateral Agent or any other Pari Notes Debt Agent on any of their property unless such Grantor or, as the case may be, such Subsidiary, has granted (or offered to grant with a reasonable opportunity for such Lien to be accepted) a Lien on such property in favor of the ABL Collateral Agent for the benefit of the ABL Secured Parties as security for the ABL Obligations, with the priorities set forth in the ABL-Notes Intercreditor Agreement. To the extent that any Collateral is subject to a Lien securing the Obligations under the Notes, the Guarantees and the Indenture and is not subject to a Lien securing the ABL Obligations, the Notes Collateral Agent will (x) hold and be deemed to have held such Lien and security interest on such property for the benefit of the holders of ABL Obligations with respect to such property as security for the ABL Obligations, or (y) if directed by the holders of the ABL Obligations with respect to such property constituting ABL Collateral, take any actions that are necessary to make such Lien subject to the ABL-Notes Intercreditor Agreement and provide the benefit of such Lien to the holders of the ABL Obligations with respect to such property. The Grantors will agree to similar provisions regarding additional Liens on the Notes Collateral, and the ABL Secured Parties will agree to reciprocal limitations and release and assignment provisions with respect to their rights in the Notes Collateral.

In the event that any of the ABL Obligations shall be paid and such payment or any part thereof shall subsequently, for whatever reason (including an order or judgment for disgorgement of a preference or other avoidance under the Bankruptcy Code, or any similar law, or the settlement of any claim in respect thereof), be required to be returned or repaid, the terms and conditions of the ABL-Notes Intercreditor Agreement shall be fully applicable thereto until all such ABL Obligations shall again have been paid in full in cash.

Agreements with Respect to Bankruptcy, Insolvency or Liquidation Proceedings

If the Company or any other Grantor becomes subject to a bankruptcy case or any other voluntary or involuntary insolvency or liquidation proceeding and, as a debtor-in-possession, moves for approval of financing under Section 364 of the Bankruptcy Code ("Post-Petition Financing") or the use of cash collateral under Section 363 of the Bankruptcy Code, the ABL-Notes Intercreditor Agreement provides that the Noteholder Secured Parties (and the holders of Credit Agreement Obligations and Other Pari Passu Lien Obligations (if any)) will not raise an objection, and will waive any claim such person may have, to any such financing or to the Liens on the ABL Collateral securing the same, or to any use of cash collateral that constitutes ABl Collateral or to any grant of administrative expense priority under Section 364 of the Bankruptcy Code, unless (i)(A) the ABL Secured Parties, or ABL Collateral Agent, shall then oppose or object to such Post-Petition Financing or such Liens or such use of cash collateral, (B) such Liens are neither senior to, nor rank equal with, the ABL Secured Parties' Liens upon any property of the estate in such insolvency or liquidation proceeding or (C) such Post-Petition Financing shall not provide that cash collateral consisting of ABL Collateral (including ABL Collateral arising after the commencement of such insolvency proceeding) shall be required to be remitted to the ABL Agent in accordance with the ABL Debt Documents for permanent application to the ABL Obligations unless otherwise agreed by the ABL Agent or, (ii) with respect to any Post-Petition Financing provided by the ABL Secured Parties that is secured by a Lien on the ABL First Priority Collateral that is senior in priority to the Lien of the Notes Secured Parties on the ABL First Priority Collateral, the aggregate principal amount of such Post-Petition Financing, together with the aggregate outstanding amount of pre-petition ABL Obligations then

outstanding, does not exceed the Maximum ABL Facility Amount. To the extent such Post-Petition Financing Liens are senior to, or rank equal with, the ABL Secured Parties' Liens, each pari Notes Debt Agent will, for itself and on behalf of the other Pari Notes Debt Secured Parties of the applicable series, subordinate their Liens on the ABL Collateral to (i) the ABL Secured Parties' Liens (and all adequate protection liens on the ABL Collateral granted to the ABL Secured Parties) and the Post-Petition Financing Liens and (ii) any "carve out" for professional fees and United States Trustee fees and other payments from the ABL Collateral agreed to by the ABL Collateral Agent, so long as the Pari Notes Debt Secured Parties retain their valid, perfected and unvoidable Liens on all the ABL Collateral, including proceeds thereof arising after the commencement of any Insolvency or Liquidation Proceeding, with the same priority as existed prior to the commencement of the case under the Bankruptcy Code.

The ABL Secured Parties will agree to reciprocal limitations with respect to any Post-Petition Financing secured with Liens on the Notes Collateral on a senior basis to those of the ABL Secured Parties; provided that, the maximum amount of such Post-Petition Financing, together with any remaining Obligations under the Notes, the Guarantees and the Indenture (and remaining Other Pari Passu Lien Obligations (if any)), does not exceed the Maximum Note Amount.

Each Pari Notes Debt Secured Party agrees that it will not object to or oppose (i) a sale or other disposition of any ABL Collateral (or any portion thereof) under Section 363 of the Bankruptcy Code or any other provision of the Bankruptcy Code if the ABL Secured Parties shall have consented to such sale or disposition of such ABL Collateral and all secured parties' Liens will attach to the proceeds of the sale or other disposition with the same priorities set forth in the ABL-Notes Intercreditor Agreement or (ii) any lawful exercise by any holder of claims in respect of any ABL Obligations of the right to credit bid such claims under Section 363(k) of the Bankruptcy Code or any other applicable provision of the Bankruptcy Code or in any sale in foreclosure of ABL Collateral.

Adequate Protection and Cash Collateral

The ABL-Notes Intercreditor Agreement provides that the Noteholder Secured Parties (and holders of Credit Agreement Obligations and Other Pari Passu Lien Obligations (if any)) will not oppose (or support the opposition of any other Person) in any insolvency or liquidation proceeding to (A) any motion or other request by any ABL Secured Party for adequate protection with respect to ABL Agent's Liens upon the ABL Collateral, including any claim of any ABL Secured Party to post-petition interest, fees, or expenses as a result of the ABL Lien on the ABL Collateral (so long as any post-petition interest, fees, or expenses paid as a result thereof is not paid from the proceeds of Notes Collateral and is allowable under Section 506(b) of the Bankruptcy Code), a request for the application of proceeds of ABL Collateral to the ABL Obligations, and request for additional or replacement Liens on post-petition assets of the same type as the ABL Collateral and/or a superpriority administrative claim, or (B) any objection by any ABL Secured Party to any motion, relief, action or proceeding based on such ABL Secured Party claiming a lack of adequate protection with respect to the ABL Liens in the ABL Collateral. In addition, the ABL Agent, for itself and on behalf of the ABL Secured Parties, may seek adequate protection of its junior interest in the Notes Collateral in the form of an additional or replacement Lien on post-petition assets of the same type as the Notes Collateral and/or a superpriority administrative claim, subject to the provisions of this Agreement; *provided* that each Pari Debt Notes Agent is also granted adequate protection in the same form that is granted to the ABL Agent, which additional or replacement Lien on post-petition assets of the same type as the Notes Collateral or superpriority administrative claim (as applicable) is senior to that granted to the ABL Agent in respect of the Notes Collateral. Such Lien on post-petition assets of the same type as the Notes Collateral and/or superpriority administrative claim, if granted to the ABL Agent, will be subordinated to the adequate protection Liens and/or superpriority administrative claims (as applicable) granted in favor of each Pari Notes Debt Agent on such post-petition assets, and, if applicable, to the DIP Financing Liens of each Pari Notes Debt Agent or any other Pari Notes Debt Secured Party on such post-petition assets of the same type as the Notes Collateral. If the ABL Agent, for itself and on behalf of the ABL Secured Parties, seeks or requires (or is otherwise granted) adequate protection of its junior interest in the Notes Collateral in the form of an additional or replacement Lien on post-petition assets of the same type as the Notes Collateral and/or a superpriority administrative claim, then the ABL Agent, for itself and the ABL Secured Parties, agrees

that each Pari Notes Debt Agent shall also be granted an additional or replacement Lien on such post-petition assets and/or a superpriority administrative claim as adequate protection of its senior interest in the Notes Collateral and that the ABL Agent's additional or replacement Lien on post-petition assets of the same type as the Notes Collateral and/or superpriority administrative claim (as applicable) shall be subordinated to the additional or replacement Lien on post-petition assets of the same type as the Notes Collateral and/or superpriority administrative claim of each Pari Notes Debt Agent on the same basis as the Liens of the ABL Agent on, and claims with respect to, the Notes Collateral are subordinated to the Liens of each Pari Notes Debt Agent on, and claims with respect to, the Notes Collateral under this Agreement. If the ABL Agent or any ABL Secured Party receives as adequate protection a Lien on post-petition assets of the same type as the ABL Collateral, then such post-petition assets shall also constitute ABL Collateral to the extent of any allowed claim of the ABL Secured Parties secured by such adequate protection Lien and shall be subject to this Agreement.

Refinancings of and Amendments to the Senior Secured Credit Facilities, the Notes and Other Pari Passu Lien Obligations

Subject to the limitations set forth in the Indenture, the Senior Secured Credit Facilities may be amended, renewed, replaced, exchanged, extended, modified or supplemented from time to time in any manner, all without affecting the subordination of the Liens in favor of the Noteholder Secured Parties and the other Pari Notes Debt Secured Parties relative to the Liens in favor of the ABL Secured Parties.

Pari Passu Intercreditor Arrangements

The Notes Collateral Agent will join the Pari Passu Intercreditor Agreement, which Pari Passu Intercreditor Agreement may be amended as necessary in the event that additional permitted Other Pari Passu Lien Obligations are incurred. The term "Collateral" as used in the description of the Pari Passu Intercreditor Agreement shall mean the Collateral on which the collateral agents of two or more classes of Indebtedness having Pari Passu Lien Priority have a valid and perfected Lien. Under the Pari Passu Intercreditor Agreement, the Holders will be represented by the Notes Collateral Agent, the holders of the Credit Agreement Obligations will be represented by the Credit Agreement Collateral Agent and the holders of each class of Other Pari Passu Lien Obligations will be represented by their designated agent (each, an "Authorized Representative"). The Pari Passu Intercreditor Agreement provides for the priorities and other relative rights among the Holders, the holders of the Credit Agreement Obligations and the holders of the Other Pari Passu Lien Obligations, including, among other things, that:

(1) notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens on the Collateral securing the Notes, the Credit Agreement Obligations and the Other Pari Passu Lien Obligations, the Liens securing all such Indebtedness shall be of equal priority; and

(2) the Obligations in respect of the Notes, the Credit Agreement Obligations and the Other Pari Passu Lien Obligations may be increased, extended, renewed, replaced, restated, supplemented, restructured, refunded, refinanced or otherwise amended from time to time, in each case, to the extent permitted by the Indenture, the Credit Agreement and the documentation governing the Other Pari Passu Lien Obligations.

(3) The Pari Passu Intercreditor Agreement also provides that only the "*Applicable Authorized Representative*" will have the right to direct foreclosures and take other actions with respect to the Collateral. The Notes Collateral Agent (or any other Applicable Authorized Representative) will be the Applicable Authorized Representative until such time as either (i) the Notes Obligations (or the applicable class of Indebtedness having Pari Passu Lien Priority represented by the then-Applicable Authorized Representative) do not represent the largest class of Indebtedness having Pari Passu Lien Priority (determined based on the aggregate principal amount of such Indebtedness then outstanding or the aggregate accreted amount of such Indebtedness with respect to any such Indebtedness issued at a discount) (a "*Larger Holder Event*") or (ii) the occurrence of a Non-Controlling Authorized Representative Enforcement Date (such earlier date, the "*Applicable Authorized Agent Change Date*"). Following the Applicable Authorized Agent Change Date, either (x) in the event that a Larger

Holder Event has occurred, the designated agent under the largest class of Indebtedness having Pari Passu Lien Priority or (y) in the event that a Non-Controlling Authorized Representative Enforcement Date has occurred, the Major Non-Controlling Authorized Representative, will become the Applicable Authorized Representative.

As of any date, the "*Major Non-Controlling Authorized Representative*" is the Authorized Representative of the largest class of Indebtedness having Pari Passu Lien Priority then-outstanding (other than the same class as the class of Indebtedness represented by then Applicable Authorized Representative). The "*Non-Controlling Authorized Representative Enforcement Date*" is the date that is 90 days (throughout which 90-day period the applicable Authorized Representative was the Major Non-Controlling Authorized Representative) after the occurrence of both (a) an event of default under the terms of the class of Indebtedness represented by such Authorized Representative and (b) the Notes Collateral Agent's and each other Authorized Representative's receipt of written notice from that Authorized Representative certifying that (i) such Authorized Representative is the Major Non-Controlling Authorized Representative and that an event of default with respect to the class of Indebtedness having Pari Passu Lien Priority represented by the Major Non-Controlling Authorized Representative has occurred and is continuing and (ii) such class of Indebtedness having Pari Passu Lien Priority is currently due and payable in full (whether as a result of acceleration thereof or otherwise) in accordance with the terms of that class of Indebtedness having Pari Passu Lien Priority; provided, however, that the Non-Controlling Authorized Representative Enforcement Date shall be stayed and shall not occur and shall be deemed not to have occurred with respect to any Collateral (1) at any time the Applicable Authorized Representative has commenced and is diligently pursuing any enforcement action with respect to such Collateral with reasonable diligence in light of the then-existing circumstances or (2) at any time the Company or any other Grantor that has granted a security interest in such Collateral is then a debtor under or with respect to (or otherwise subject to) any insolvency or liquidation proceeding.

Only the Applicable Collateral Agent will and will have the right to exercise, or refrain from exercising, any rights, remedies and powers with respect to the Collateral, including any action to enforce their respective security interest in or realize upon any Collateral and any right, remedy or power with respect to any Collateral under any intercreditor agreement (other than the Pari Passu Intercreditor Agreement), and then only on the instructions of the Applicable Authorized Representative, (ii) the Applicable Collateral Agent shall not be required to, and shall not, follow any instructions or directions with respect to Collateral (including with respect to any intercreditor agreement with respect to any Collateral) from any Non-Controlling Secured Party, it being understood and agreed that, notwithstanding any such instruction or direction by the Applicable Authorized Representative, the Applicable Collateral Agent shall not be required to take any action that, in its opinion, could expose such collateral agent to liability or be contrary to any security document or applicable law, and (iii) no Non-Controlling Secured Party shall, or shall instruct the Applicable Collateral Agent to, commence any judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, take any other action to enforce its security interest in or realize upon, or exercise any other right, remedy or power with respect to (including any right, remedy or power under any intercreditor agreement other than the Pari Passu Intercreditor Agreement) any Collateral, whether under any credit document, applicable law or otherwise, it being agreed that only the Applicable Collateral Agent, acting on the instructions of the Applicable Authorized Representative and in accordance with the applicable security documents, shall be entitled to take any such actions or exercise any such rights, remedies and powers with respect to Collateral. Notwithstanding the equal priority of the Liens established under the Pari Passu Intercreditor Agreement, the Applicable Collateral Agent (acting on the instructions of the Applicable Authorized Representative) may deal with the Collateral as if such collateral agent had a senior Lien on such Collateral. No Non-Controlling Secured Party will contest, protest or object to any foreclosure proceeding or action brought by the Applicable Collateral Agent, the Applicable Authorized Representative or any Controlling Secured Party, or any other exercise by the Applicable Collateral Agent, the Applicable Authorized Representative or any Controlling Secured Party of any rights, remedies or powers with respect to the Collateral, or seek to cause either Collateral Agent to do so. "*Applicable Collateral Agent"* means, at any time with respect to any Collateral, the Collateral Agent of the same class as the Authorized Representative that is the Applicable Authorized Representative with respect to such Collateral at such time.

"*Controlling Secured Parties"* means, at any time with respect to any Collateral, the Secured Parties of the same Class as the Authorized Representative that is the Applicable Authorized Representative with respect to such Collateral at such time. "*Non-Controlling Secured Parties"* means, at any time with respect to any Collateral, the Secured Parties that are not Controlling Secured Parties at such time with respect to such Collateral.

If (i) an event of default has occurred and is continuing under any Indebtedness having Pari Passu Lien Priority, and any Authorized Representative or Pari Notes Debt Secured Party is taking action to enforce rights in respect of any Collateral, (ii) any distribution is made with respect to any Collateral in any bankruptcy case of the Company or any other Grantor or (iii) any Authorized Representative or Pari Notes Debt Secured Party receives any payment with respect to any Collateral pursuant to any intercreditor agreement (other than the Pari Passu Intercreditor Agreement), the proceeds of any sale, collection or other liquidation of any such Collateral by any Authorized Representative or Pari Notes Debt Secured Party on account of such enforcement of rights or exercise of remedies, and any such distributions or payments received by Authorized Representative or Pari Notes Debt Secured Party , will be applied among the Indebtedness having Pari Passu Lien Priority to the payment in full of all such Indebtedness having Pari Passu Lien Priority on a ratable basis, after payment of all amounts owing to the Notes Collateral Agent, any other collateral agent with respect to Indebtedness having Pari Passu Lien Priority and the other Authorized Representatives, in their capacities as such. None of the holders of Indebtedness having Pari Passu Lien Priority may institute any suit or assert in any suit or other proceeding any claim against the Notes Collateral Agent, any other collateral agent with respect to Indebtedness having Pari Passu Lien Priority or any other holder of Pari Passu Indebtedness seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to any Collateral. In addition, none of the holders of Indebtedness having Pari Passu Lien Priority may seek to have any Collateral or any part thereof marshaled upon any foreclosure or other disposition of such Collateral. If any holder of Indebtedness having Pari Passu Lien Priority obtains possession of any Collateral or realizes any proceeds or payment in respect thereof, in each case, as a result of the enforcement of remedies, at any time prior to the discharge of each of such Indebtedness, then it must hold such Collateral, proceeds or payment in trust for the other holders of Indebtedness having Pari Passu Lien Priority and promptly transfer such Collateral, proceeds or payment to the Applicable Authorized Representative to be distributed in accordance with the Pari Passu Intercreditor Agreement

The Pari Passu Intercreditor Agreement provides that the the holders of Indebtedness having Pari Passu Lien Priority of each class (and not the the holders of Indebtedness having Pari Passu Lien Priority of any other class) bear the risk of (a) any determination by a court of competent jurisdiction that (i) any Indebtedness having Pari Passu Lien Priority of such class is unenforceable under applicable Law or is subordinated to any other obligations (other than to any Indebtedness having Pari Passu Lien Priority of any other class), (ii) any Indebtedness having Pari Passu Lien Priority of such class does not have a valid and perfected Lien on any of the Collateral securing any Indebtedness having Pari Passu Lien Priority of any other class and/or (iii) any person (other than any Authorized Representative or any holder of Indebtedness having Pari Passu Lien Priority) has a Lien on any Collateral that is senior in priority to the Lien on such Collateral securing Indebtedness having Pari Passu Lien Priority of such Class, but junior to the Lien on such Collateral securing any Indebtedness having Pari Passu Lien Priority of any other Class (any such Lien being referred to as an "Intervening Lien", and any such Person being referred to as an "Intervening Creditor"), or (b) the existence of any Collateral securing Indebtedness having Pari Passu Lien Priority of any other class that does not constitute Collateral with respect to Indebtedness having Pari Passu Lien Priority of such class (any condition referred to in clause (a) or (b) with respect to Indebtedness having Pari Passu Lien Priority of such class being referred to as an "Impairment" of such class). In the event an Impairment exists with respect to Indebtedness having Pari Passu Lien Priority of any class, the results of such Impairment shall be borne solely by the holders of Indebtedness having Pari Passu Lien Priority of such class, and the rights of such holders (including the right to receive distributions in accordance with the Pari Passu Intercreditor Agreement) shall be modified to the extent necessary so that the results of such Impairment are borne solely by such holders.

Release of Collateral

The Company and the Guarantors will be entitled to the releases of property and other assets included in the Collateral from the Liens securing the Notes under any one or more of the following circumstances:

- to enable the sale or other disposition of such property or assets, including Capital Stock (other than to the Company or a Guarantor), to the extent not prohibited under the covenant described under "—Repurchase at the Option of Holders—Asset Sales;"
- in the case of a Guarantor that is released from its Guarantee, the release of the property and assets of such Guarantor;
- to the extent such Collateral is comprised of property leased to the Company or a Guarantor, upon termination or expiration of such lease;
- with respect to Collateral that is Capital Stock, upon the dissolution or liquidation of the issuer of that Capital Stock that is not prohibited by the Indenture;
- with respect to any Collateral that becomes an "Excluded Asset" or that becomes subject to certain Permitted Liens; or
- as described under "—Amendment, Supplement and Waiver" below.

In the event of a sale, transfer or other disposition of the ABL Collateral or any such ABL Collateral becoming excluded collateral under the ABL Debt Documents (regardless of whether or not an Event of Default has occurred and is continuing under the Notes Documents at the time of such sale, transfer or other disposition or any such ABL Collateral becoming excluded collateral under the ABL Debt Documents), the Lien on such ABL Collateral securing the Notes and the Guarantees will terminate and be released automatically and without further action if the Liens of the ABL Agent on such Collateral are released and if such sale, transfer or other disposition either (A) is then not prohibited by the Notes Documents or (B) occurs in connection with the foreclosure upon or other exercise of rights and remedies with respect to such ABL Collateral (including, in connection with any liquidation of ABL Collateral consented to by the ABL Agent); *provided* that such Lien securing the Notes and the Guarantees shall remain in place with respect to any proceeds of a sale, transfer or other disposition under this clause (a) that remain after the associated discharge of ABL Obligations. In addition, for the avoidance of doubt, the Junior Representative and each Junior Secured Obligations Secured Party agree that, with respect to any property or assets that would otherwise constitute Senior Secured Obligations Collateral, the requirement that a Junior Lien attach to, or be perfected with respect to, such property or assets shall be waived automatically and without further action so long as the requirement that a Senior Lien attach to, or be perfected with respect to, such property or assets is waived by the Senior Secured Obligations Secured Parties (or the Senior Representative) in accordance with the Senior Documents and so long as no Event of Default under the Junior Documents shall have occurred, be continuing or would result therefrom at such time. The first priority Liens on the Notes Collateral securing the Notes and the Guarantees shall also terminate and be released automatically in connection with a sale, transfer or disposition of Notes Collateral that occurs in connection with the foreclosure of, or other exercise of remedies with respect to, Notes Collateral by any collateral agent under the Pari Passu Intercreditor Agreement (except with respect to the proceeds of such sale, transfer or disposition).

The security interests in all Collateral securing the Notes also will be released upon (i) payment in full of the principal of, together with accrued and unpaid interest on, the Notes and all other obligations (other than contingent indemnity obligations for which no demand has been made) under the Indenture, the Guarantees under the Indenture and the Collateral Documents that are due and payable at or prior to the time such principal, together with accrued and unpaid interest, is paid, or (ii) a legal defeasance or covenant defeasance under the Indenture as described below under "—Legal Defeasance and Covenant Defeasance" or a discharge of the Indenture as described under "—Satisfaction and Discharge."

Optional Redemption

Except as set forth below, the Notes are not redeemable at the option of the Company.

At any time prior to , 2019, the Company may redeem the Notes in whole or in part, at its option, upon notice as described under "—Selection and Notice," at a redemption price equal to 100% of the principal amount of such Notes plus the Applicable Premium as of, and accrued and unpaid interest to the redemption date.

At any time and from time to time on or after , 2019, the Company may redeem the Notes in whole or in part upon notice as described under "—Selection and Notice," at a redemption price equal to the percentage of principal amount set forth below plus accrued and unpaid interest, if any, on the Notes redeemed, to, but excluding, the applicable date of redemption, if redeemed during the twelve-month period beginning on of the year indicated below:

Year	Percentage
2019	%
2020	%
2021	%
2022 and thereafter	100.000%

At any time and from time to time prior to , 2019, the Company may redeem Notes with the net cash proceeds received by the Company from any Equity Offering at a redemption price equal to % plus accrued and unpaid interest, if any, to the redemption date, in an aggregate principal amount for all such redemptions not to exceed 40% of the original aggregate principal amount of the Notes (including Additional Notes); *provided* that

(1) in each case the redemption takes place not later than 180 days after the closing of the related Equity Offering, and

(2) not less than 40% of the original aggregate principal amount of the Notes issued under the Indenture remains outstanding immediately thereafter (excluding Notes held by the Company or any of its Restricted Subsidiaries).

In addition, at any time and from time to time during the 36 month period following the Issue Date, the Company may redeem up to 10% of the aggregate principal amount of the Notes issued under the Indenture (including any Additional Notes) during each twelve-month period beginning on the Issue Date at a redemption price of 103% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, on the Notes redeemed, to, but excluding, the applicable date of redemption.

Notwithstanding the foregoing, in connection with any tender offer for the Notes, including a Change of Control Offer or Asset Disposition Offer, if Holders of not less than 90% in aggregate principal amount of the outstanding Notes validly tender and do not withdraw such Notes in such tender offer and the Company, or any third party making a such tender offer in lieu of the Company, purchases all of the Notes validly tendered and not withdrawn by such Holders, the Company or such third party will have the right upon not less than 15 nor more than 60 days' prior notice, given not more than 15 days following such purchase date, to redeem all Notes that remain outstanding following such purchase at a redemption price equal to the price offered to each other Holder in such tender offer plus, to the extent not included in the tender offer payment, accrued and unpaid interest, if any, thereon, to, but not including, the date of such redemption.

Notice of redemption will be provided as set forth under "—Selection and Notice" below.

Notice of any redemption of the Notes may, at the Company's discretion, be given prior to the completion of a corporate transaction (including an Equity Offering, an incurrence of Indebtedness, a Change of Control or

other corporate transaction) and any redemption notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of a related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and if applicable, shall state that, in the Company's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied, or such redemption or purchase may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date as so delayed. In addition, the Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest up to the redemption date will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Company.

Unless the Company defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

Mandatory Redemption or Sinking Fund

The Company is not required to make mandatory redemption payments or sinking fund payments with respect to the Notes. However, under certain circumstances, the Company may be required to offer to purchase Notes as described under the captions "—Change of Control" and "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock." The Company may at any time and from time to time purchase Notes in the open market or otherwise.

Selection and Notice

If less than all of the Notes are to be redeemed at any time, the Trustee will select the Notes for redemption in compliance with the requirements of the principal securities exchange, if any, on which the Notes are listed, as certified to the Trustee by the Company, and in compliance with the requirements of DTC, or if the Notes are not so listed or such exchange prescribes no method of selection and the Notes are not held through DTC or DTC prescribes no method of selection, on a pro rata basis, subject to adjustments so that no Note in an unauthorized denomination remains outstanding after such redemption; *provided*, *however*, that no Note of $2,000 in aggregate principal amount or less shall be redeemed in part.

Notices of redemption will be delivered electronically or mailed by first-class mail at least 15 days but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, except that redemption notices may be delivered electronically or mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note shall state the portion of the principal amount thereof to be redeemed, in which case a portion of the original Note will be issued in the name of the Holder thereof upon cancellation of the original Note. In the case of a global note, an appropriate notation will be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice (including any conditions contained therein), Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, unless the Company defaults in the payment of the redemption price, interest ceases to accrue on Notes or portions of them called for redemption.

Change of Control

The Indenture will provide that if a Change of Control occurs, unless the Company has previously or substantially concurrently therewith delivered a redemption notice with respect to all the outstanding Notes as described under "—Optional Redemption," the Company will make an offer to purchase all of the Notes pursuant to the offer described below (the "*Change of Control Offer*") at a price in cash equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to but excluding the date of repurchase, subject to the right of Holders of the Notes of record on the relevant record date to receive interest due on the relevant interest payment date. Within 30 days following any Change of Control, the Company will deliver or cause to be delivered notice of such Change of Control Offer electronically in accordance with the procedures of DTC or by first-class mail, with a copy to the Trustee, to each Holder of Notes at the address of such Holder appearing in the security register, describing the transaction or transactions that constitute the Change of Control and offering to repurchase the Notes for the specified purchase price on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by the Indenture and described in such notice, except in the case of a conditional Change of Control Offer made in advance of a Change of Control as described below.

To the extent that the provisions of any securities laws, rules or regulations, including Rule 14e-1 under the Exchange Act, conflict with the provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof. The Company may rely on any no-action letters issued by the SEC indicating that the staff of the SEC will not recommend enforcement action in the event a tender offer satisfies certain conditions.

Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the Holders of the Notes to require that the Company repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The occurrence of events which would constitute a Change of Control may constitute a default under the Credit Agreement and the ABL that permits the lenders to accelerate the maturity of borrowings thereunder and would also likely require the Company to offer to repurchase the Existing Unsecured Notes. Future Indebtedness of the Company or its subsidiaries may contain prohibitions on certain events which would constitute a Change of Control or require such Indebtedness to be repurchased upon a Change of Control. Moreover, the exercise by the holders of their right to require the Company to repurchase the Notes could cause a default under such Indebtedness, even if the Change of Control itself does not, due to the financial effect of such repurchase on the Company. There can be no assurance that sufficient funds will be available when necessary to make any required repurchases.

Our ability to pay cash to the Holders of Notes following the occurrence of a Change of Control may be limited by our then-existing financial resources. Therefore, sufficient funds may not be available when necessary to make any required repurchases. The Change of Control purchase feature of the Notes may in certain circumstances make more difficult or discourage a sale or takeover of us and, thus, the removal of incumbent management. The Change of Control purchase feature is a result of negotiations between the initial purchasers of the Notes and us. We have no present intention to engage in a transaction involving a Change of Control after the Issue Date, although it is possible that we could decide to do so in the future.

Subject to the limitations discussed below, we could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of Indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings. Restrictions on our ability to incur additional Indebtedness are contained in the covenants described under "—Certain Covenants—Limitation on Indebtedness" and "—Certain Covenants—Limitation on Liens." Such restrictions in the Indenture can be waived only with the consent of the Holders of a majority in principal amount of the Notes then outstanding. Except for the limitations contained in such

covenants, however, the Indenture will not contain any covenants or provisions that may afford Holders of the Notes protection in the event of a highly leveraged transaction.

The Company will not be required to make a Change of Control Offer following a Change of Control if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer or (ii) a notice of redemption of all outstanding Notes has been given pursuant to the Indenture as described above under the caption "—Optional Redemption," unless and until there is a default in the payment of the redemption price on the applicable redemption date or the redemption is not consummated due to the failure of a condition precedent contained in the applicable redemption notice to be satisfied. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control.

The definition of "Change of Control" includes a disposition of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of the assets of the Company and its Subsidiaries, taken as a whole. As a result, it may be unclear as to whether a Change of Control has occurred and whether a Holder of Notes may require the Company to make an offer to repurchase the Notes as described above.

The provisions under the Indenture relating to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding.

Certain Covenants

Set forth below are summaries of certain covenants that will be contained in the Indenture.

Suspension of Covenants on Achievement of Investment Grade Status

Following the first day:

(a) the Notes have achieved Investment Grade Status; and

(b) no Default or Event of Default has occurred and is continuing under the Indenture,

then, beginning on that day and continuing until the Reversion Date (as defined below), the Company and its Restricted Subsidiaries will not be subject to the provisions of the Indenture summarized under the following headings (collectively, the "*Suspended Covenants*"):

- "—Limitation on Restricted Payments";
- "—Limitation on Indebtedness";
- "—Limitation on Restrictions on Distributions from Restricted Subsidiaries";
- "—Limitation on Affiliate Transactions";
- "—Limitation on Sales of Assets and Subsidiary Stock";
- "—Limitation on Guarantees"; and
- the provisions of clause (3) of the first paragraph of "—Merger, Amalgamation and Consolidation."

If at any time the Notes cease to have such Investment Grade Status, then the Suspended Covenants will thereafter be reinstated as if such covenants had never been suspended (the "Reversion Date") and be applicable pursuant to the terms of the Indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of the Indenture), unless and until the Notes subsequently attain Investment Grade Status and no Default or Event of Default is in existence (in which event the Suspended Covenants shall no longer be in effect for such time that the Notes maintain an Investment Grade Status); provided, however, that no Default, Event of Default or breach of any kind shall be deemed to exist under the Indenture, the Notes or the Note Guarantees with respect to the Suspended Covenants based on, and none of the Company or any of its Subsidiaries shall bear any liability for, any actions taken or events occurring during the Suspension Period (as defined below), or any actions taken at any time pursuant to any contractual obligation arising prior to the Reversion Date, regardless of whether such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period. The period of time between the date of suspension of the covenants and the Reversion Date is referred to as the "Suspension Period."

On the Reversion Date, all Indebtedness Incurred during the Suspension Period will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (4)(b) of the second paragraph of "—Limitation on Indebtedness." On and after the Reversion Date, all Liens created during the Suspension Period will be considered Permitted Liens. Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under "—Limitation on Restricted Payments" will be made as though the covenants described under "—Limitation on Restricted Payments" had been in effect since the Issue Date and prior to, but not during, the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will not reduce the amount available to be made as Restricted Payments under the first paragraph of "—Limitation on Restricted Payments." On the Reversion Date, the amount of Excess Proceeds shall be reset at zero. Any Affiliate Transaction entered into after the Reversion Date pursuant to an agreement entered into during any Suspension Period will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (6) of the second paragraph under "—Limitation on Affiliate Transactions." Any encumbrance or restriction on the ability of any Restricted Subsidiary to take any action described in clauses (A) through (C) of the first paragraph of "—Limitation on Restrictions on Distributions from Restricted Subsidiaries" that becomes effective during the Suspension Period will be deemed to have existed on the Issue Date, so that it is classified as permitted under clause (1) of the second paragraph under "—Limitation on Restrictions on Distributions from Restricted Subsidiaries." In addition, any future obligation to grant further Guarantees shall be released. All such further obligation to grant Guarantees shall be reinstated upon the Reversion Date.

On and after each Reversion Date, the Company and its Subsidiaries will be permitted to consummate the transactions contemplated by any contract entered into during the Suspension Period, so long as such contract and such consummation would have been permitted during such Suspension Period.

There can be no assurance that the Notes will ever achieve or maintain Investment Grade Status.

The Trustee shall have no duty to monitor the ratings of the Notes, shall not be deemed to have any knowledge of the ratings of the Notes and shall have no duty to notify Holders if the Notes achieve Investment Grade Status.

Limitation on Indebtedness

The Company will not, and will not permit any of its Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness); *provided, however*, that the Company and any of its Restricted Subsidiaries may Incur Indebtedness (including Acquired Indebtedness), if on the date of such Incurrence and after giving pro forma effect thereto (including pro forma application of the proceeds thereof), the Fixed Charge Coverage Ratio for the Company and its Restricted Subsidiaries is greater than 2.00 to 1.00; *provided*, *further*, that Non-Guarantors may not Incur Indebtedness under this paragraph if, after giving pro forma effect to such Incurrence (including a pro forma application of the net proceeds therefrom), more than an aggregate of the greater of

(a) $300.0 million and (b) 75% of LTM EBITDA of Indebtedness of Non-Guarantors would be outstanding pursuant to this paragraph at such time.

The first paragraph of this covenant will not prohibit the Incurrence of the following Indebtedness (collectively, "*Permitted Debt*"):

(1) (X) Indebtedness Incurred under any Credit Facility (other than the ABL) by the Company or any of its Restricted Subsidiaries (including letters of credit or bankers' acceptances issued or created under any Credit Facility) and Guarantees in respect of such Indebtedness, up to an aggregate principal amount equal to the sum of (I) the greater of (a) $600.0 million and (b) the maximum amount of Indebtedness that the Company and its Restricted Subsidiaries could incur such that either (i) in the case of Indebtedness with Pari Passu Lien Priority relative to the Notes, the Consolidated First Lien Leverage Ratio is equal to or less than 4.00 to 1.00 on a pro forma basis (*provided* that, for purposes of determining the amount that may be Incurred under this clause (I)(b)(i), all Indebtedness incurred under this clause (I)(b)(i) shall be deemed to be secured by Liens) that are not junior to the Liens Securing the Notes or (ii) in the case of Indebtedness with Junior Lien Priority relative to the Notes or Secured Indebtedness not secured by a Lien on any Collateral, the Consolidated Secured Leverage Ratio is equal to or less than 5.00 to 1.00 on a pro forma basis (provided that, for the purposes of determining the amount that may be Incurred under this clause (I)(b)(ii), all Indebtedness incurred under this clause (I)(b) shall be deemed to be secured by Liens plus (II) $375.0 million, in each case, outstanding at any one time, (Y) Indebtedness Incurred under the ABL by the Company or any of its Restricted Subsidiaries (including letters of credit or bankers' acceptances issued or created under any Credit Facility) and Guarantees in respect of such Indebtedness, up to an aggregate principal amount outstanding at any one time not to exceed the greater of (a) $1,300.0 million and (b) the Borrowing Base as of the date of such incurrence, and (Z) in the case of any refinancing of any Indebtedness permitted under this clause or any portion thereof, the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums (including, without limitation, tender premiums) and other costs and expenses (including, without limitation, original issue discount, upfront fees or similar fees) Incurred in connection with such refinancing, and any Refinancing Indebtedness in respect thereof;

(2) Guarantees by the Company or any Restricted Subsidiary of Indebtedness or other obligations of the Company or any Restricted Subsidiary so long as the Incurrence of such Indebtedness or other obligation is not prohibited by the terms of the Indenture;

(3) Indebtedness of the Company owing to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owing to and held by the Company or any Restricted Subsidiary; *provided*, *however*, that:

   (a) any subsequent issuance or transfer of Capital Stock or any other event which results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary; and

   (b) any sale or other transfer of any such Indebtedness to a Person other than the Company or a Restricted Subsidiary,

   shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be;

(4) Indebtedness represented by (a) the Notes (other than any Additional Notes), including any Guarantee thereof, (b) any Indebtedness (other than Indebtedness incurred pursuant to clauses (1), (2) and (4)(a) above) outstanding on the Issue Date (including the Existing Unsecured Notes) and any Guarantee thereof, (c) Refinancing Indebtedness (including, with respect to the Notes and the Existing Unsecured Notes, any Guarantee thereof) Incurred in respect of any Indebtedness described in this clause or clauses (2), (5) or (8) of this paragraph or Incurred pursuant to the first paragraph of this covenant, and (d) Management Advances;

(5) Indebtedness of (x) the Company or any Restricted Subsidiary Incurred or issued to finance an acquisition or (y) Persons that are acquired by the Company or any Restricted Subsidiaries or merged

into or consolidated with the Company or a Restricted Subsidiary in accordance with the terms of the Indenture; *provided* that such Indebtedness is in an aggregate amount not to exceed (i) the greater of $100.0 million and 25% of LTM EBITDA at any time outstanding plus (ii) unlimited additional Indebtedness if after giving effect to such acquisition, merger or consolidation, either

(a) the Company would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the first paragraph of this covenant,

(b) either the Fixed Charge Coverage Ratio of the Company and the Restricted Subsidiaries would not be lower or the Consolidated Total Leverage Ratio of the Company and the Restricted Subsidiaries would not be higher, in each case, than immediately prior to such acquisition, merger or consolidation, or

(c) such Indebtedness constitutes Acquired Indebtedness (other than Indebtedness Incurred in contemplation of the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by the Company or a Restricted Subsidiary); *provided* that the only obligors with respect to such Indebtedness shall be those Persons who were obligors of such Indebtedness prior to such acquisition, merger or consolidation;

(6) Hedging Obligations (excluding Hedging Obligations entered into for speculative purposes);

(7) Indebtedness (i) represented by Capitalized Lease Obligations or Purchase Money Obligations in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, does not exceed the greater of (a) $100.0 million and (b) 25% of LTM EBITDA and any Refinancing Indebtedness in respect thereof and (ii) arising out of Sale and Leaseback Transactions;

(8) Indebtedness in respect of (a) workers' compensation claims, self-insurance obligations, customer guarantees, performance, indemnity, surety, judgment, appeal, advance payment, customs, value added or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Company or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or consistent with past practice; (b) the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business or consistent with past practice; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of Incurrence; (c) customer deposits and advance payments received in the ordinary course of business or consistent with past practice from customers for goods or services purchased in the ordinary course of business or consistent with past practice; (d) letters of credit, bankers' acceptances, guarantees or other similar instruments or obligations issued or relating to liabilities or obligations Incurred in the ordinary course of business or consistent with past practice; (e) any customary treasury, depositary, cash management, automatic clearinghouse arrangements, overdraft protections, credit or debit card, purchase card, electronic funds transfer, cash pooling or netting or setting off arrangements or similar arrangements in the ordinary course of business; or consistent with past practice; and (f) Settlement Indebtedness;

(9) Indebtedness arising from agreements providing for guarantees, indemnification, obligations in respect of earn-outs or other adjustments of purchase price or, in each case, similar obligations, in each case, Incurred or assumed in connection with the acquisition or disposition of any business or assets or Person or any Capital Stock of a Subsidiary (other than Guarantees of Indebtedness Incurred by any Person acquiring or disposing of such business or assets or such Subsidiary for the purpose of financing such acquisition or disposition); *provided* that the maximum liability of the Company and its Restricted Subsidiaries in respect of all such Indebtedness in connection with a disposition shall at no time exceed the gross proceeds, including the fair market value of non-cash proceeds (measured at the time received and without giving effect to any subsequent changes in value), actually received by the Company and its Restricted Subsidiaries in connection with such disposition;

(10) Indebtedness in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause and then outstanding, will not exceed 100% of the Net Cash Proceeds received by the Company from the issuance or sale (other than to a Restricted Subsidiary) of its Capital Stock or otherwise contributed to the equity (in each case, other than through the issuance of Disqualified Stock, Designated Preferred Stock or an Excluded Contribution) of the Company, in each case, subsequent to the Issue Date and any Refinancing Indebtedness in respect thereof; *provided*, *however*, that (i) any such Net Cash Proceeds that are so received or contributed shall not increase the amount available for making Restricted Payments to the extent the Company and its Restricted Subsidiaries Incur Indebtedness in reliance thereon and (ii) any Net Cash Proceeds that are so received or contributed shall be excluded for purposes of Incurring Indebtedness pursuant to this clause to the extent such Net Cash Proceeds or cash have been applied to make Restricted Payments;

(11) Indebtedness of Non-Guarantors in an aggregate amount not to exceed the greater of (a) $100.0 million and (b) 25% of LTM EBITDA at any time outstanding and any Refinancing Indebtedness in respect thereof;

(12) Indebtedness consisting of promissory notes issued by the Company or any of its Subsidiaries to any current or former employee, director or consultant of the Company, any of its Subsidiaries or any Parent Entity (or permitted transferees, assigns, estates, or heirs of such employee, director or consultant), to finance the purchase or redemption of Capital Stock of the Company or any Parent Entity that is permitted by the covenant described below under "—Limitation on Restricted Payments";

(13) Indebtedness of the Company or any of its Restricted Subsidiaries consisting of (i) the financing of insurance premiums or (ii) take-or-pay obligations contained in supply arrangements, in each case Incurred in the ordinary course of business or consistent with past practice;

(14) Indebtedness in an aggregate outstanding principal amount which when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (14) and then outstanding will not exceed the greater of (a) $275.0 million and (b) 70% of LTM EBITDA and any Refinancing Indebtedness in respect thereof;

(15) Indebtedness in respect of a Receivables Facility;

(16) Indebtedness of the Company or any of its Restricted Subsidiaries arising pursuant to any Permitted Tax Restructuring;

(17) Indebtedness of the seller of any business or assets permitted to be acquired by the Company or any Restricted Subsidiary under the Indenture; provided that the aggregate amount of Indebtedness Incurred pursuant to this clause and then outstanding will not exceed $50.0 million;

(18) any obligation, or guaranty of any obligation, of the Company or any Restricted Subsidiary to reimburse or indemnify a Person extending credit to customers of the Company or a Restricted Subsidiary incurred in the ordinary course of business or consistent with past practice for all or any portion of the amounts payable by such customers to the Person extending such credit;

(19) 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 Issue Date, including that (1) the repayment of such Indebtedness is conditional upon such customer ordering a specific volume of goods and (2) such Indebtedness does not bear interest or provide for scheduled amortization or maturity; and

(20) obligations in respect of Disqualified Stock in an amount not to exceed $25.0 million outstanding at any time.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred pursuant to and in compliance with, this covenant:

(1) subject to clause (3) below, in the event that all or any portion of any item of Indebtedness meets the criteria of more than one of the types of Indebtedness described in the first and second paragraphs of this covenant, the Company, in its sole discretion, will classify, and may from time to time reclassify, such item of Indebtedness and only be required to include the amount and type of such Indebtedness in the first paragraph above or one of the clauses of the second paragraph of this covenant;

(2) additionally, all or any portion of any item of Indebtedness may later be reclassified as having been Incurred pursuant to any type of Indebtedness described in the first and second paragraphs of this covenant so long as such Indebtedness is permitted to be Incurred pursuant to such provision and any related Liens are permitted to be Incurred at the time of reclassification;

(3) all Indebtedness outstanding on the Issue Date under the Credit Agreement and the ABL shall be deemed to have been Incurred on the Issue Date under clause (1) of the second paragraph of the description of this covenant;

(4) in the case of any Refinancing Indebtedness, such Indebtedness shall not include the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums (including, without limitation, tender premiums) and other costs and expenses (including, without limitation, original issue discount, upfront fees or similar fees) Incurred in connection with such refinancing;

(5) Guarantees of, or obligations in respect of letters of credit, bankers' acceptances or other similar instruments relating to, or Liens securing, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(6) if obligations in respect of letters of credit, bankers' acceptances or other similar instruments are Incurred pursuant to any Credit Facility and are being treated as incurred pursuant to any clause of the second paragraph above or the first paragraph above and the letters of credit, bankers' acceptances or other similar instruments relate to other Indebtedness, then such other Indebtedness shall not be included;

(7) the principal amount of any Disqualified Stock of the Company or a Restricted Subsidiary, or Preferred Stock of a Restricted Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(8) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness;

(9) in the event that the Company or a Restricted Subsidiary enters into or increases commitments under a revolving credit facility, the Fixed Charge Coverage Ratio, the Consolidated First Lien Leverage Ratio, Consolidated Secured Leverage Ratio or the Consolidated Total Leverage Ratio, as applicable, for borrowings and reborrowings thereunder (and including issuance and creation of letters of credit and bankers' acceptances thereunder) will, at the Company's option as elected on the date the Company or a Restricted Subsidiary, as the case may be, enters into or increases such commitments, either (a) be determined on the date of such revolving credit facility or such increase in commitments (assuming that the full amount thereof has been borrowed as of such date), and, if such Fixed Charge Coverage Ratio, the Consolidated First Lien Leverage Ratio, Consolidated Secured Leverage Ratio or the Consolidated Total Leverage Ratio, as applicable, test is satisfied with respect thereto at such time, any borrowing or reborrowing thereunder (and the issuance and creation of letters of credit and bankers' acceptances thereunder) will be permitted under this covenant irrespective of the Fixed Charge Coverage Ratio, the Consolidated First Lien Leverage Ratio, Consolidated Secured Leverage Ratio or the Consolidated Total Leverage Ratio, as applicable, at the time of any borrowing or reborrowing (or issuance or creation of letters of credit or bankers' acceptances thereunder) (the committed amount

permitted to be borrowed or reborrowed (and the issuance and creation of letters of credit and bankers' acceptances) on a date pursuant to the operation of this clause (a) shall be the "*Reserved Indebtedness Amount*" as of such date for purposes of the Fixed Charge Coverage Ratio, the Consolidated First Lien Leverage Ratio, Consolidated Secured Leverage Ratio or the Consolidated Total Leverage Ratio, as applicable) or (b) be determined on the date such amount is borrowed pursuant to any such facility or increased commitment;

(10) in the event that the Company or a Restricted Subsidiary (x) incurs Indebtedness to finance an acquisition or (y) assumes Indebtedness of Persons that are acquired by the Company or any Restricted Subsidiary or merged into the Company or a Restricted Subsidiary in accordance with the terms of the Indenture, the date of determination of the Fixed Charge Coverage Ratio, the Consolidated First Lien Leverage Ratio, Consolidated Secured Leverage Ratio or the Consolidated Total Leverage Ratio, as applicable, shall, at the option of the Company, be the date that a definitive agreement for such acquisition is entered into and the Fixed Charge Coverage Ratio, the Consolidated First Lien Leverage Ratio, Consolidated Secured Leverage Ratio or the Consolidated Total Leverage Ratio, as applicable, shall be calculated giving pro forma effect to such acquisition and the other transactions to be entered into in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) consistent with the definition of the Fixed Charge Coverage Ratio, the Consolidated First Lien Leverage Ratio, Consolidated Secured Leverage Ratio or the Consolidated Total Leverage Ratio, as applicable, and, for the avoidance of doubt, (A) if any such ratios are exceeded as a result of fluctuations in such ratio (including due to fluctuations in the EBITDA of the Company or the target company) at or prior to the consummation of the relevant acquisition, such ratios will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether such acquisition and any related transactions are permitted hereunder and (B) such ratios shall not be tested at the time of consummation of such acquisition or related transactions; *provided*, *further*, that if the Company elects to have such determinations occur at the time of entry into such definitive agreement, (i) any such transaction shall be deemed to have occurred on the date the definitive agreement is entered into and to be outstanding thereafter for purposes of calculating any ratios under the Indenture after the date of such agreement and before the earlier of the date of consummation of such acquisition or the date such agreement is terminated or expires without consummation of such acquisition and (ii) to the extent any covenant baskets were utilized in satisfying any covenants, such baskets shall be deemed utilized until the earlier of the date of consummation of such acquisition or the date such agreement is terminated or expires without consummation of such acquisition, but any calculation of Consolidated EBITDA for purposes of other incurrences of Indebtedness or Liens or making of Restricted Payments (not related to such acquisition) shall not reflect such acquisition until it has been consummated;

(11) notwithstanding anything in this covenant to the contrary, in the case of any Indebtedness incurred to refinance Indebtedness initially incurred in reliance on a clause of the second paragraph of this covenant measured by reference to a percentage of LTM EBITDA at the time of Incurrence, if such refinancing would cause the percentage of LTM EBITDA restriction to be exceeded if calculated based on the percentage of LTM EBITDA on the date of such refinancing, such percentage of LTM EBITDA restriction shall not be deemed to be exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being refinanced, plus premiums (including tender premiums), defeasance, costs and fees in connection with such refinancing; and

(12) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined on the basis of GAAP.

Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock or the reclassification of commitments

or obligations not treated as Indebtedness due to a change in GAAP, will not be deemed to be an Incurrence of Indebtedness for purposes of the covenant described under this "—Limitation on Indebtedness."

If at any time an Unrestricted Subsidiary becomes a Restricted Subsidiary, any Indebtedness of such Subsidiary shall be deemed to be Incurred by a Restricted Subsidiary of the Company as of such date (and, if such Indebtedness is not permitted to be Incurred as of such date under the covenant described under this "—Limitation on Indebtedness," the Company shall be in default of this covenant).

For purposes of determining compliance with any U.S. dollar-denominated restriction on the incurrence of Indebtedness, the U.S. dollar equivalent 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, 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 U.S. dollar-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such U.S. dollar-denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed (a) the principal amount of such Indebtedness being refinanced plus (b) the aggregate amount of fees, underwriting discounts, accrued and unpaid interest, premiums (including, without limitation, tender premiums) and other costs and expenses (including, without limitation, original issue discount, upfront fees or similar fees) Incurred in connection with such refinancing.

Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Company or a Restricted Subsidiary may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

The Indenture will provide that the Company will not, and will not permit any Guarantor to, directly or indirectly, incur any Indebtedness (including Acquired Indebtedness) that is subordinated or junior in right of payment to any Indebtedness of the Company or such Guarantor, as the case may be, unless such Indebtedness is expressly subordinated in right of payment to the Notes or such Guarantor's Note Guarantee to the extent and in the same manner as such Indebtedness is subordinated to other Indebtedness of the Company or such Guarantor, as the case may be.

The Indenture will not treat (1) unsecured Indebtedness as subordinated or junior to Secured Indebtedness merely because it is unsecured or (2) senior Indebtedness as subordinated or junior to any other senior Indebtedness merely because it has a junior priority with respect to the same collateral or is secured by different collateral or because it is guaranteed by different obligors.

Limitation on Restricted Payments

The Company will not, and will not permit any of its Restricted Subsidiaries, directly or indirectly, to:

(1) declare or pay any dividend or make any distribution on or in respect of the Company's or any Restricted Subsidiary's Capital Stock (including, without limitation, any such payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) except:

   (a) dividends or distributions payable in Capital Stock of the Company (other than Disqualified Stock) or in options, warrants or other rights to purchase such Capital Stock of the Company; or

   (b) dividends or distributions payable to the Company or a Restricted Subsidiary (and, in the case of the Company or any such Restricted Subsidiary making such dividend or distribution, to holders of its Capital Stock other than the Company or another Restricted Subsidiary on no more than a *pro rata* basis);

(2) purchase, repurchase, redeem, retire or otherwise acquire or retire for value any Capital Stock of the Company or any Parent Entity held by Persons other than the Company or a Restricted Subsidiary;

(3) purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Indebtedness (other than (a) any such purchase, repurchase, redemption, defeasance or other acquisition or retirement in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case, due within one year of the date of purchase, repurchase, redemption, defeasance or other acquisition or retirement and (b) any Indebtedness Incurred pursuant to clause (3) of the second paragraph of the covenant described under "—Limitation on Indebtedness"); or

(4) make any Restricted Investment;

(any such dividend, distribution, purchase, redemption, repurchase, defeasance, other acquisition, retirement or Restricted Investment referred to in clauses (1) through (4) are referred to herein as a "*Restricted Payment*"), if at the time the Company or such Restricted Subsidiary makes such Restricted Payment:

(a) an Event of Default shall have occurred and be continuing (or would immediately thereafter result therefrom);

(b) the Company is not able to Incur an additional $1.00 of Indebtedness pursuant to the first paragraph under the "—Limitation on Indebtedness" covenant immediately after giving effect, on a pro forma basis, to such Restricted Payment; or

(c) the aggregate amount of such Restricted Payment and all other Restricted Payments made subsequent to the July 31, 2015 (and not returned or rescinded) (including Permitted Payments made pursuant to clauses (1) (without duplication) and (10) of the next succeeding paragraph, but excluding all other Restricted Payments made pursuant to the next succeeding paragraph) would exceed the sum (the "*Available Amount*") of (without duplication):

(i) $100.0 million;

(ii) 50% of Consolidated Net Income for the period (treated as one accounting period) from July 1, 2016 to the end of the most recent fiscal quarter ending prior to the date of such Restricted Payment for which internal consolidated financial statements of the Company are available (or, in the case such Consolidated Net Income is a deficit, minus 100% of such deficit);

(iii) 100% of the aggregate cash, and the fair market value of property or assets or marketable securities, received by the Company from the issue or sale of its Capital Stock or as the result of a merger or consolidation with another Person subsequent to the Issue Date, or otherwise contributed to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Company subsequent to the Issue Date (other than (x) Net Cash Proceeds or property or assets or marketable securities received from an issuance or sale of such Capital Stock to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Company or any Subsidiary of the Company for the benefit of its employees to the extent funded by the Company or any Restricted Subsidiary, (y) cash or property or assets or marketable securities to the extent that any Restricted Payment has been made from such proceeds in reliance on clause (6) of the next succeeding paragraph and (z) Excluded Contributions);

(iv) 100% of the aggregate Net Cash Proceeds, and the fair market value of property or assets or marketable securities, received by the Company or any Restricted Subsidiary from the issuance or sale (other than to the Company or a Restricted Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or any Subsidiary of the Company for the benefit of their employees to the extent funded by the Company or any Restricted Subsidiary) by the Company or any Restricted Subsidiary subsequent to the Issue

Date of any Indebtedness, Disqualified Stock or Designated Preferred Stock that has been converted into or exchanged for Capital Stock of the Company (other than Disqualified Stock or Designated Preferred Stock) plus, without duplication, the amount of any cash, and the fair market value of property or assets or marketable securities, received by the Company or any Restricted Subsidiary upon such conversion or exchange;

(v) 100% of the aggregate amount received in cash and the fair market value, as determined in good faith by the Company, of marketable securities or other property received by means of: (i) the sale or other disposition (other than to the Company or a Restricted Subsidiary) of Restricted Investments made by the Company or its Restricted Subsidiaries and repurchases and redemptions of such Restricted Investments from the Company or its Restricted Subsidiaries and repayments of loans or advances, and releases of guarantees, which constitute Restricted Investments by the Company or its Restricted Subsidiaries, in each case after the Issue Date; or (ii) the sale (other than to the Company or a Restricted Subsidiary) of the stock of an Unrestricted Subsidiary or a distribution from an Unrestricted Subsidiary (other than to the extent of the amount of the Investment that constituted a Permitted Investment or was made under clause (17) of the next succeeding paragraph and will increase the amount available under the applicable clause of the definition of "Permitted Investment" or clause (17) of the next succeeding, as the case may be) or a dividend from an Unrestricted Subsidiary after the Issue Date; and

(vi) in the case of the redesignation of an Unrestricted Subsidiary as a Restricted Subsidiary or the merger, amalgamation or consolidation of an Unrestricted Subsidiary into the Company or a Restricted Subsidiary or the transfer of all or substantially all of the assets of an Unrestricted Subsidiary to the Company or a Restricted Subsidiary after the Issue Date, the fair market value of the Investment in such Unrestricted Subsidiary (or the assets transferred), as determined in good faith by the Company, at the time of the redesignation of such Unrestricted Subsidiary as a Restricted Subsidiary or at the time of such merger, amalgamation or consolidation or transfer of assets (after taking into consideration any Indebtedness associated with the Unrestricted Subsidiary so designated or merged, amalgamated or consolidated or Indebtedness associated with the assets so transferred), other than to the extent of the amount of the Investment that constituted a Permitted Investment or was made under clause (17) of the next succeeding paragraph and will increase the amount available under the applicable clause of the definition of "Permitted Investment" or clause (17) of the next succeeding, as the case may be.

The foregoing provisions will not prohibit any of the following (collectively, "*Permitted Payments*"):

(1) the payment of any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of the Indenture or the redemption, repurchase or retirement of Indebtedness if, at the date of any redemption notice, such payment would have complied with the provisions of the Indenture as if it were and is deemed at such time to be a Restricted Payment at the time of such notice;

(2) (a) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Capital Stock ("*Treasury Capital Stock*") or Subordinated Indebtedness made by exchange (including any such exchange pursuant to the exercise of a conversion right or privilege in connection with which cash is paid in lieu of the issuance of fractional shares) for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Company (other than Disqualified Stock or Designated Preferred Stock) ("*Refunding Capital Stock*") or a substantially concurrent contribution to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution) of the Company; *provided*, *however*, that to the extent so applied, the Net Cash Proceeds, or fair market value of property or assets or of marketable securities, from such sale of Capital Stock or such contribution will be excluded from clause (c) of the preceding paragraph; and

(b) if immediately prior to the retirement of Treasury Capital Stock, the declaration and payment of dividends thereon was permitted under clause (13) of this paragraph, the declaration and payment of dividends on the Refunding Capital Stock (other than Refunding Capital Stock the proceeds of which were used to redeem, repurchase, retire or otherwise acquire any Capital Stock of a Parent Entity) in an aggregate amount per year no greater than the aggregate amount of dividends per annum that were declarable and payable on such Treasury Capital Stock immediately prior to such retirement;

(3) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness made by exchange for, or out of the proceeds of the substantially concurrent sale of, Refinancing Indebtedness permitted to be Incurred pursuant to the covenant described under "—Limitation on Indebtedness" above;

(4) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Preferred Stock of the Company or a Restricted Subsidiary made by exchange for or out of the proceeds of the substantially concurrent sale of Preferred Stock of the Company or a Restricted Subsidiary, as the case may be, that, in each case, is permitted to be Incurred pursuant to the covenant described under "—Limitation on Indebtedness" above;

(5) any purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Indebtedness or Disqualified Stock or Preferred Stock of a Restricted Subsidiary:

(a) from Net Available Cash to the extent permitted under "—Limitation on Sales of Assets and Subsidiary Stock" below, but only if the Company shall have first complied with the terms described under "—Limitation on Sales of Assets and Subsidiary Stock" and purchased all Notes tendered pursuant to any offer to repurchase all the Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock; or

(b) to the extent required by the agreement governing such Subordinated Indebtedness, Disqualified Stock or Preferred Stock, following the occurrence of (i) a Change of Control (or other similar event described therein as a "change of control") or (ii) an Asset Disposition (or other similar event described therein as an "asset disposition" or "asset sale," but only if the Company shall have first complied with the terms described under "—Change of Control" or "—Limitation on Sales of Assets and Subsidiary Stock," as applicable and purchased all Notes tendered pursuant to the offer to repurchase all the Notes required thereby, prior to purchasing, repurchasing, redeeming, defeasing or otherwise acquiring or retiring such Subordinated Indebtedness, Disqualified Stock or Preferred Stock; or

(c) consisting of Acquired Indebtedness (other than Indebtedness Incurred (A) to provide all or any portion of the funds utilized to consummate the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was otherwise acquired by the Company or a Restricted Subsidiary or (B) otherwise in connection with or contemplation of such acquisition);

(6) a Restricted Payment to pay for the repurchase, retirement or other acquisition or retirement for value of Capital Stock (other than Disqualified Stock) of the Company or of any Parent Entity held by any future, present or former employee, director or consultant of the Company, any of its Subsidiaries or of any Parent Entity (or permitted transferees, assigns, estates, trusts or heirs of such employee, director or consultant) either pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or upon the termination of such employee, director or consultant's employment or directorship; *provided*, *however*, that the aggregate Restricted Payments made under this clause (6) do not exceed $35.0 million in any calendar year (with unused amounts in any calendar year being carried over to succeeding calendar years subject to a maximum of $70.0 million in any calendar year); *provided further* that such amount in any calendar year may be increased by an amount not to exceed:

(a) the cash proceeds from the sale of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Company and, to the extent contributed to the capital of the Company (other than through the issuance of Disqualified Stock or Designated Preferred Stock or an Excluded Contribution), Capital Stock of any Parent Entity, in each case to members of management, directors or consultants of the Company, any of its Subsidiaries or any Parent Entity that occurred after the Issue Date, to the extent the cash proceeds from the sale of such Capital Stock have not otherwise been applied to the payment of Restricted Payments by virtue of clause (c) of the preceding paragraph; plus

(b) the cash proceeds of key man life insurance policies received by the Company and its Restricted Subsidiaries after the Issue Date; less

(c) the amount of any Restricted Payments made in previous calendar years pursuant to clauses (a) and (b) of this clause;

and *provided further* that cancellation of Indebtedness owing to the Company or any Restricted Subsidiary from any future, present or former members of management, directors, employees or consultants of the Company or Restricted Subsidiaries or any Parent Entity in connection with a repurchase of Capital Stock of the Company or any Parent Entity will not be deemed to constitute a Restricted Payment for purposes of this covenant or any other provision of the Indenture;

(7) the declaration and payment of dividends on Disqualified Stock or Preferred Stock of a Restricted Subsidiary, Incurred in accordance with the terms of the covenant described under "—Limitation on Indebtedness" above;

(8) purchases, repurchases, redemptions, defeasances or other acquisitions or retirements of Capital Stock deemed to occur upon the exercise of stock options, warrants or other rights in respect thereof if such Capital Stock represents a portion of the exercise price thereof;

(9) dividends, loans, advances or distributions to any Parent Entity or other payments by the Company or any Restricted Subsidiary in amounts equal to (without duplication):

(a) the amounts required for any Parent Entity to pay any Parent Entity Expenses or any Related Taxes; and

(b) amounts constituting or to be used for purposes of making payments to the extent specified in clauses (2), (3), (5), (11) and (12) of the second paragraph under "—Limitation on Affiliate Transactions"; and

(c) up to $25.0 million per calendar year.

(10) the declaration and payment by the Company of dividends on the common stock or common equity interests of the Company or any Parent Entity (and any equivalent declaration and payment of a distribution of any security exchangeable for such common stock or common equity interests to the extent required by the terms of any such exchangeable securities) following a public offering of such common stock or common equity interests (or such exchangeable securities, as applicable), in an amount in any fiscal year not to exceed a sum of (a) 6% of the proceeds received by or contributed to the Company in or from any such public offering and (b) an aggregate amount per annum not to exceed 5.0% of Market Capitalization;

(11) payments by the Company, or loans, advances, dividends or distributions to any Parent Entity to make payments, to holders of Capital Stock of the Company or any Parent Entity in lieu of the issuance of fractional shares of such Capital Stock, *provided*, *however*, that any such payment, loan, advance, dividend or distribution shall not be for the purpose of evading any limitation of this covenant or otherwise to facilitate any dividend or other return of capital to the holders of such Capital Stock (as determined in good faith by the Board of Directors);

(12) Restricted Payments that are made with Excluded Contributions;

(13) (i) the declaration and payment of dividends on Designated Preferred Stock of the Company issued after the Issue Date; (ii) the declaration and payment of dividends to a Parent Entity in an amount sufficient to allow the Parent Entity to pay dividends to holders of its Designated Preferred Stock issued after the Issue Date; and (iii) the declaration and payment of dividends on Refunding Capital Stock that is Preferred Stock; *provided*, *however*, that, in the case of clauses (i) and (ii), the amount of all dividends declared or paid to a Person pursuant to such clauses shall not exceed the cash proceeds received by the Company or the aggregate amount contributed in cash to the equity of the Company (other than through the issuance of Disqualified Stock or an Excluded Contribution of the Company), from the issuance or sale of such Designated Preferred Stock; *provided further*, in the case of clauses (i), (ii) and (iii), that for the most recently ended four fiscal quarters for which internal financial statements are available immediately preceding the date of issuance of such Designated Preferred Stock or declaration of such dividends on such Refunding Capital Stock, after giving effect to such payment on a pro forma basis the Company would be permitted to Incur at least $1.00 of additional Indebtedness pursuant to the test set forth in the first paragraph of the covenant described under "—Limitation on Indebtedness";

(14) dividends or other distributions of Capital Stock of, or Indebtedness owed to the Company or a Restricted Subsidiary by, Unrestricted Subsidiaries (unless the Unrestricted Subsidiary's principal asset is cash or Cash Equivalents);

(15) distributions or payments of Receivables Fees;

(16) any Restricted Payment made in connection with the Acquisition Transactions and any costs and expenses (including all legal, accounting and other professional fees and expenses) related thereto or used to fund amounts owed to Affiliates in connection with the Acquisition Transactions (including dividends to any Parent Entity of the Company to permit payment by such Parent Entity of such amounts and any payments made in connection with the Transactions described in this offering circular);

(17) so long as no Event of Default has occurred and is continuing (or would result therefrom), (i) Restricted Payments (including loans or advances) in an aggregate amount outstanding at the time made not to exceed the greater of $100.0 million and 25% of LTM EBITDA at such time, and (ii) any Restricted Payments, so long as, immediately after giving pro forma effect to the payment of any such Restricted Payment and the Incurrence of any Indebtedness the net proceeds of which are used to make such Restricted Payment, the Consolidated Total Leverage Ratio shall be no greater than 4.00 to 1.00;

(18) mandatory redemptions of Disqualified Stock issued as a Restricted Payment or as consideration for a Permitted Investment; and

(19) the redemption, defeasance, repurchase, exchange or other acquisition or retirement of Subordinated Indebtedness of the Company or any Guarantor in an aggregate amount at any one time outstanding taken together with all other redemptions, defeasances, repurchases, exchanges or other acquisitions or retirements of Subordinated Indebtedness made pursuant to this clause (19) not to exceed the greater of (x) $65.0 million and (y) 20% of LTM EBITDA at the time of such redemption, defeasance, repurchase, exchange or other acquisition or retirement of Subordinated Indebtedness.

For purposes of determining compliance with this covenant, in the event that a Restricted Payment (or portion thereof) meets the criteria of more than one of the categories of Permitted Payments described in clauses (1) through (19) above, or is permitted pursuant to the first paragraph of this covenant and/or one or more of the clauses contained in the definition of "Permitted Investments," the Company will be entitled to classify such Restricted Payment or Investment (or portion thereof) on the date of its payment or later reclassify (based on circumstances existing on the date of such reclassification) such Restricted Payment or Investment (or portion thereof) in any manner that complies with this covenant, including as an Investment pursuant to one or more of the clauses contained in the definition of "Permitted Investments."

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount, and the fair market value of any non-cash Restricted Payment, property or assets other than cash shall be determined conclusively by the Company acting in good faith.

Limitation on Liens

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, Incur or suffer to exist any Lien (except Permitted Liens) (each, a "*Subject Lien*") that secures Obligations under any Indebtedness on any asset or property of the Company or any Restricted Subsidiary, except for in the case of Subject Liens on any other asset or property that does not constitute Collateral, any Subject Lien, if the Notes and the Guarantees are equally and ratably secured with (or on a senior basis to, in the case such Subject Lien secures any Subordinated Indebtedness) the Obligations secured by such Subject Lien.

Any Lien created for the benefit of the Holders of the Notes pursuant of the preceding paragraph may provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Subject Lien that gave rise to the obligation to so secure the Notes and the Guarantees (which release and discharge in the case of any sale of any such asset or property shall not affect any Lien that the Notes Collateral Agent may otherwise have on the proceeds from such sale).

Any reference to a "Permitted Lien" is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Lien in favor of the Notes Collateral Agent in respect of the Notes Collateral or the ABL Collateral.

With respect to any Lien securing Indebtedness that was permitted to secure such Indebtedness at the time of the Incurrence of such Indebtedness, such Lien shall also be permitted to secure any Increased Amount of such Indebtedness. The "*Increased Amount*" of any Indebtedness shall mean any increase in the amount of such Indebtedness in connection with any accrual of interest, the accretion of accreted value, the amortization of original issue discount, the payment of interest in the form of additional Indebtedness with the same terms, accretion of original issue discount or liquidation preference and increases in the amount of Indebtedness outstanding solely as a result of fluctuations in the exchange rate of currencies or increases in the value of property securing Indebtedness.

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(A) pay dividends or make any other distributions in cash or otherwise on its Capital Stock or pay any Indebtedness or other obligations owed to the Company or any Restricted Subsidiary;

(B) make any loans or advances to the Company or any Restricted Subsidiary; or

(C) sell, lease or transfer any of its property or assets to the Company or any Restricted Subsidiary;

provided that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Company or any Restricted Subsidiary to other Indebtedness Incurred by the Company or any Restricted Subsidiary shall not be deemed to constitute such an encumbrance or restriction.

The provisions of the preceding paragraph will not prohibit:

(1) any encumbrance or restriction pursuant to (a) any Credit Facility, (b) the Existing Unsecured Notes or (c) any other agreement or instrument, in each case, in effect at or entered into on the Issue Date;

(2) any encumbrance or restriction pursuant to the Indenture, the Notes, the Collateral Documents and the Intercreditor Agreements and the Note Guarantees;

(3) any encumbrance or restriction pursuant to applicable law, rule, regulation or order;

(4) any encumbrance or restriction pursuant to an agreement or instrument of a Person or relating to any Capital Stock or Indebtedness of a Person, entered into on or before the date on which such Person was acquired by or merged, consolidated or otherwise combined with or into the Company or any Restricted Subsidiary, or was designated as a Restricted Subsidiary or on which such agreement or instrument is assumed by the Company or any Restricted Subsidiary in connection with an acquisition of assets (other than Capital Stock or Indebtedness Incurred as consideration in, or to provide all or any portion of the funds utilized to consummate, the transaction or series of related transactions pursuant to which such Person became a Restricted Subsidiary or was acquired by the Company or was merged, consolidated or otherwise combined with or into the Company or any Restricted Subsidiary or entered into in contemplation of or in connection with such transaction) and outstanding on such date; *provided* that, for the purposes of this clause, if another Person is the Successor Company, any Subsidiary thereof or agreement or instrument of such Person or any such Subsidiary shall be deemed acquired or assumed by the Company or any Restricted Subsidiary when such Person becomes the Successor Company;

(5) any encumbrance or restriction:

  (a) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract or agreement, or the assignment or transfer of any lease, license or other contract or agreement;

  (b) contained in mortgages, pledges, charges or other security agreements permitted under the Indenture or securing Indebtedness of the Company or a Restricted Subsidiary permitted under the Indenture to the extent such encumbrances or restrictions restrict the transfer or encumbrance of the property or assets subject to such mortgages, pledges, charges or other security agreements; or

  (c) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Company or any Restricted Subsidiary;

(6) any encumbrance or restriction pursuant to Purchase Money Obligations and Capitalized Lease Obligations permitted under the Indenture, in each case, that impose encumbrances or restrictions on the property so acquired;

(7) any encumbrance or restriction imposed pursuant to an agreement entered into for the direct or indirect sale or disposition to a Person of all or substantially all the Capital Stock or assets of the Company or any Restricted Subsidiary (or the property or assets that are subject to such restriction) pending the closing of such sale or disposition;

(8) customary provisions in leases, licenses, shareholder agreements, joint venture agreements and other similar agreements, organizational documents and instruments;

(9) encumbrances or restrictions arising or existing by reason of applicable law or any applicable rule, regulation or order, or required by any regulatory authority;

(10) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business or consistent with past practice;

(11) any encumbrance or restriction pursuant to Hedging Obligations;

(12) other Indebtedness, Disqualified Stock or Preferred Stock of Foreign Subsidiaries permitted to be Incurred or issued subsequent to the Issue Date pursuant to the provisions of the covenant described under "—Limitation on Indebtedness" that impose restrictions solely on the Foreign Subsidiaries party thereto or their Subsidiaries;

(13) restrictions created in connection with any Receivables Facility that, in the good faith determination of the Company, are necessary or advisable to effect such Receivables Facility;

(14) any encumbrance or restriction arising pursuant to an agreement or instrument relating to any Indebtedness, shall only be permitted if such Indebtedness is permitted to be Incurred subsequent to the Issue Date pursuant to the provisions of the covenant described under "—Limitation on Indebtedness" if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Holders than (i) the encumbrances and restrictions contained in the Credit Agreement, together with the security documents associated therewith as in effect on the Issue Date or (ii) in comparable financings (as determined in good faith by the Company) and where, in the case of clause (ii), either (a) the Company determines at the time of entry into such agreement or instrument that such encumbrances or restrictions will not adversely affect, in any material respect, the Company's ability to make principal or interest payments on the Notes or (b) such encumbrance or restriction applies only during the continuance of a default relating to such agreement or instrument;

(15) any encumbrance or restriction existing by reason of any lien permitted under "—Limitation on Liens"; or

(16) any encumbrance or restriction pursuant to an agreement or instrument effecting a refinancing of Indebtedness Incurred pursuant to, or that otherwise refinances, an agreement or instrument referred to in clauses (1) to (15) of this paragraph or this clause (an "*Initial Agreement*") or contained in any amendment, supplement or other modification to an agreement referred to in clauses (1) to (15) of this paragraph or this clause (16); *provided*, *however*, that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such agreement or instrument are no less favorable in any material respect to the Holders taken as a whole than the encumbrances and restrictions contained in the Initial Agreement or Initial Agreements to which such refinancing or amendment, supplement or other modification relates (as determined in good faith by the Company).

Limitation on Sales of Assets and Subsidiary Stock

The Company will not, and will not permit any of its Restricted Subsidiaries to, make any Asset Disposition unless:

(1) the Company or such Restricted Subsidiary, as the case may be, receives consideration (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise) at least equal to the fair market value (such fair market value to be determined on the date of contractually agreeing to such Asset Disposition), as determined in good faith by the Company, of the shares and assets subject to such Asset Disposition (including, for the avoidance of doubt, if such Asset Disposition is a Permitted Asset Swap);

(2) in any such Asset Disposition, or series of related Asset Dispositions (except to the extent the Asset Disposition is a Permitted Asset Swap), at least 75% of the consideration from such Asset Disposition, together with all other Asset Dispositions since the Issue Date (on a cumulative basis) (including by way of relief from, or by any other Person assuming responsibility for, any liabilities, contingent or otherwise), received by the Company or such Restricted Subsidiary, as the case may be, is in the form of cash or Cash Equivalents; and

(3) an amount equal to 100% of the Net Available Cash from such Asset Disposition is applied:

(a) to the extent the Company or any Restricted Subsidiary, as the case may be, elects (or is required by the terms of any Indebtedness), (i) to prepay, repay or purchase any Indebtedness of a Non-

Guarantor (in each case, other than Indebtedness owed to the Company or any Restricted Subsidiary) or any Secured Indebtedness, including Indebtedness under the Credit Agreement or ABL (or any Refinancing Indebtedness in respect thereof) within 450 days from the later of (A) the date of such Asset Disposition and (B) the receipt of such Net Available Cash; *provided, however*, that, in connection with any prepayment, repayment or purchase of Indebtedness pursuant to this clause (i), the Company or such Restricted Subsidiary will retire such Indebtedness and will cause the related commitment (if any) to be reduced in an amount equal to the principal amount so prepaid, repaid or purchased; or (ii) to prepay, repay or purchase Indebtedness with Pari Passu Lien Priority relative to the Notes; *provided further* that, to the extent the Company redeems, repays or repurchases such Indebtedness pursuant to this clause (ii), the Company shall equally and ratably reduce Obligations under the Notes as provided under "— Optional Redemption," through open-market purchases (to the extent such purchases are at or above 100% of the principal amount thereof) or by making an offer (in accordance with the procedures set forth below for an Asset Disposition Offer) to all Holders to purchase their Notes at 100% of the principal amount thereof, plus the amount of accrued but unpaid interest, if any, on the amount of Notes that would otherwise be prepaid; *provided further*, that, notwithstanding to the foregoing, the Net Available Cash from an Asset Disposition of Collateral may not be applied pursuant to clause (i) of this paragraph to prepay, repay or purchase any unsecured Indebtedness or Indebtedness with Junior Lien Priority in respect of the Collateral relative to the Notes;

(b) to the extent the Company or any Restricted Subsidiary elects, to invest in or commit to invest in Additional Assets (including by means of an investment in Additional Assets by a Restricted Subsidiary equal to the amount of Net Available Cash received by the Company or another Restricted Subsidiary) within 450 days from the later of (i) the date of such Asset Disposition and (ii) the receipt of such Net Available Cash; *provided, however*, that a binding agreement shall be treated as a permitted application of Net Available Cash from the date of such commitment with the good faith expectation that an amount equal to Net Available Cash will be applied to satisfy such commitment within 180 days of such commitment (an "*Acceptable Commitment*") and, in the event of any Acceptable Commitment is later cancelled or terminated for any reason before such amount is applied in connection therewith, the Company or such Restricted Subsidiary enters into another Acceptable Commitment (a "*Second Commitment*") within 180 days of such cancellation or termination; *provided further* that if any Second Commitment is later cancelled or terminated for any reason before such amount is applied, then such Net Available Cash shall constitute Excess Proceeds; and

(c) if such Asset Disposition involves the disposition of Collateral, the Company or such Subsidiary has complied with the provisions of the Indenture and the Collateral Documents.

provided that, pending the final application of the amount of any such Net Available Cash in accordance with clause (a) or clause (b) above, the Company and its Restricted Subsidiaries may temporarily reduce Indebtedness or otherwise use such Net Available Cash in any manner not prohibited by the Indenture.

The amount of any Net Available Cash from Asset Dispositions that is not applied or invested or committed to be applied or invested as provided in the preceding paragraph will be deemed to constitute "*Excess Proceeds*" under the Indenture. On the 451st day after the later of an Asset Disposition or the receipt of such Net Available Cash, if the aggregate amount of Excess Proceeds under the Indenture exceeds $100.0 million, the Company will within 10 Business Days be required to make an offer ("*Asset Disposition Offer*") to all Holders of Notes issued under such Indenture and, to the extent the Company elects, to all holders of other outstanding Pari Passu Indebtedness with Pari Passu Lien Priority in respect of the Collateral relative to the Notes, to purchase the maximum principal amount of Notes and any such Pari Passu Indebtedness to which the Asset Disposition Offer applies that may be purchased out of the Excess Proceeds, at an offer price in respect of the Notes in an amount equal to 100% of the principal amount of the Notes and such Pari Passu Indebtedness, in each case, plus accrued and unpaid interest, if any, to, but not including, the date of purchase, in accordance with the procedures set forth

in the Indenture or the agreements governing such Pari Passu Indebtedness, as applicable, and, with respect to the Notes, in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. The Company will deliver notice of such Asset Disposition Offer electronically or by first-class mail, with a copy to the Trustee, the Paying Agent and each Holder of Notes at the address of such Holder appearing in the security register or otherwise in accordance with the applicable procedures of DTC, describing the transaction or transactions that constitute the Asset Disposition and offering to repurchase the Notes for the specified purchase price on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered, pursuant to the procedures required by the Indenture and described in such notice. The Company may satisfy the foregoing obligations with respect to any Net Available Cash from an Asset Disposition by making an Asset Disposition Offer with respect to all Net Available Cash prior to the expiration of the relevant 450 days (or such longer period provided above) or with respect to any unapplied Excess Proceeds.

To the extent that the aggregate amount of Notes and Pari Passu Indebtedness with Pari Passu Lien Priority in respect of the collateral relative to the Notes so validly tendered and not properly withdrawn pursuant to an Asset Disposition Offer is less than the Excess Proceeds, the Company may use any remaining Excess Proceeds for any purpose not prohibited by the Indenture. If the aggregate principal amount of the Notes surrendered in any Asset Disposition Offer by Holders and other Pari Passu Indebtedness with Pari Passu Lien Priority in respect of the collateral relative to the Notes surrendered by holders or lenders, collectively, exceeds the amount of Excess Proceeds, the Company shall allocate the Excess Proceeds among the Notes and such Pari Passu Indebtedness to be purchased on a pro rata basis on the basis of the aggregate principal amount of tendered Notes and such Pari Passu Indebtedness provided that no Notes or other such Pari Passu Indebtedness will be selected and purchased in an unauthorized denomination. Upon completion of any Asset Disposition Offer, the amount of Excess Proceeds shall be reset at zero. Additionally, the Company may, at its option, make an Asset Disposition Offer using proceeds from any Asset Disposition at any time after the consummation of such Asset Disposition. Upon consummation or expiration of any Asset Disposition Offer, any remaining Net Available Cash shall not be deemed Excess Proceeds and the Company may use such Net Available Cash for any purpose not prohibited by the Indenture.

To the extent that any portion of Net Available Cash payable in respect of the Notes is denominated in a currency other than U.S. dollars, the amount thereof payable in respect of the Notes shall not exceed the net amount of funds in U.S. dollars that is actually received by the Company upon converting such portion into U.S. dollars.

Notwithstanding any other provisions of this covenant, (i) to the extent that any of or all the Net Available Cash of any Asset Disposition by a Foreign Subsidiary (a "*Foreign Disposition*") is (x) prohibited or delayed by applicable local law, (y) restricted by applicable organizational documents or any agreement or (z) subject to other onerous organizational or administrative impediments from being repatriated to the United States, the portion of such Net Available Cash so affected will not be required to be applied in compliance with this covenant, and such amounts may be retained by the applicable Foreign Subsidiary so long, but only so long, as the applicable local law documents or agreements will not permit repatriation to the United States (the Company hereby agreeing to use reasonable efforts (as determined in the Company's reasonable business judgment) to otherwise cause the applicable Foreign Subsidiary to within one year following the date on which the respective payment would otherwise have been required, promptly take all actions reasonably required by the applicable local law, applicable organizational impediments or other impediment to permit such repatriation), and if within one year following the date on which the respective payment would otherwise have been required such repatriation of any of such affected Net Available Cash is permitted under the applicable local law, applicable organizational impediment or other impediment, such repatriation will be promptly effected and such repatriated Net Available Cash will be promptly (and in any event not later than five (5) Business Days after such repatriation could be made) applied (net of additional Taxes payable or reserved against as a result thereof) (whether or not such repatriation actually occurs) in compliance with this covenant and (ii) to the extent that the Company has determined in good faith that repatriation of any of or all the Net Available Cash of any Foreign Disposition would have an adverse Tax consequence (which for the avoidance of doubt, includes, but is not limited to, any prepayment whereby doing so the Company, any Restricted Subsidiary, or any of their respective

affiliates and/or equity owners would incur a tax liability, including a tax dividend, deemed dividend pursuant to Code Section 956 or a withholding tax, the Net Available Cash so affected may be retained by the applicable Foreign Subsidiary. The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default.

For the purposes of clause (2) of the first paragraph of this covenant, the following will be deemed to be cash:

(1) the assumption by the transferee of Indebtedness or other liabilities, contingent or otherwise, of the Company or a Restricted Subsidiary (other than Subordinated Indebtedness of the Company or a Guarantor) and the release of the Company or such Restricted Subsidiary from all liability on such Indebtedness or other liability in connection with such Asset Disposition;

(2) securities, notes or other obligations received by the Company or any Restricted Subsidiary of the Company from the transferee that are converted by the Company or such Restricted Subsidiary into cash or Cash Equivalents within 180 days following the closing of such Asset Disposition;

(3) Indebtedness of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Asset Disposition, to the extent that the Company and each other Restricted Subsidiary are released from any Guarantee of payment of such Indebtedness in connection with such Asset Disposition;

(4) consideration consisting of Indebtedness of the Company (other than Subordinated Indebtedness) received after the Issue Date from Persons who are not the Company or any Restricted Subsidiary; and

(5) any Designated Non-Cash Consideration received by the Company or any Restricted Subsidiary in such Asset Dispositions having an aggregate fair market value, taken together with all other Designated Non-Cash Consideration received pursuant to this covenant that is at that time outstanding, not to exceed the greater of $125.0 million and 4.0% of Total Assets (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).

To the extent that the provisions of any securities laws or regulations, including Rule 14e-1 under the Exchange Act, conflict with the provisions of the Indenture, the Company will comply with the applicable securities laws, rules and regulations and shall not be deemed to have breached its obligations described in the Indenture by virtue thereof.

The provisions of the Indenture relative to the Company's obligation to make an offer to repurchase the Notes as a result of an Asset Disposition may be waived or modified with the written consent of the Holders of a majority in principal amount of the then outstanding Notes.

The Credit Agreement and ABL may prohibit or limit, and future credit agreements or other agreements to which the Company becomes a party may prohibit or limit, the Company from purchasing any Notes pursuant to this covenant. In the event the Company is prohibited from purchasing the Notes, the Company could seek the consent of its lenders to the purchase of the Notes or could attempt to refinance the borrowings that contain such prohibition. If the Company does not obtain such consent or repay such borrowings, it will remain prohibited from purchasing the Notes. In such case, the Company's failure to purchase tendered Notes would constitute an Event of Default under the Indenture.

Limitation on Affiliate Transactions

The Company will not, and will not permit any Restricted Subsidiary to enter into or conduct any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Company (an "*Affiliate Transaction*") involving aggregate value in excess of $25.0 million, unless:

(1) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Company or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction

at the time of such transaction or the execution of the agreement providing for such transaction in arm's length dealings with a Person who is not such an Affiliate; and

(2) in the event such Affiliate Transaction involves an aggregate value in excess of $50.0 million, the terms of such transaction have been approved by a majority of the members of the Board of Directors.

Any Affiliate Transaction shall be deemed to have satisfied the requirements set forth in clause (2) of this paragraph if such Affiliate Transaction is approved by a majority of the Disinterested Directors, if any.

The provisions of the preceding paragraph will not apply to:

(1) any Restricted Payment permitted to be made pursuant to the covenant described under "—Limitation on Restricted Payments," or any Permitted Investment;

(2) any issuance or sale of Capital Stock, options, other equity-related interests or other securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, or entering into, or maintenance of, any employment, consulting, collective bargaining or benefit plan, program, agreement or arrangement, related trust or other similar agreement and other compensation arrangements, options, warrants or other rights to purchase Capital Stock of the Company, any Restricted Subsidiary or any Parent Entity, restricted stock plans, long-term incentive plans, stock appreciation rights plans, participation plans or similar employee benefits or consultants' plans (including valuation, health, insurance, deferred compensation, severance, retirement, savings or similar plans, programs or arrangements) or indemnities provided on behalf of officers, employees, directors or consultants approved by the Board of Directors of the Company, in each case in the ordinary course of business or consistent with past practice;

(3) any Management Advances and any waiver or transaction with respect thereto;

(4) (a) any transaction between or among the Company and any Restricted Subsidiary (or entity that becomes a Restricted Subsidiary as a result of such transaction), or between or among Restricted Subsidiaries and (b) any merger, amalgamation or consolidation with any Parent Entity, *provided* that such Parent Entity shall have no material liabilities and no material assets other than cash, Cash Equivalents and the Capital Stock of the Company and such merger, amalgamation or consolidation is otherwise consummated in compliance with the Indenture;

(5) the payment of compensation, fees and reimbursement of expenses to, and customary indemnities (including under customary insurance policies) and employee benefit and pension expenses provided on behalf of, directors, officers, consultants or employees of the Company, any Parent Entity or any Restricted Subsidiary (whether directly or indirectly and including through any Controlled Investment Affiliate of such directors, officers or employees);

(6) the entry into and performance of obligations of the Company or any of its Restricted Subsidiaries under the terms of any transaction arising out of, and any payments pursuant to or for purposes of funding, any agreement or instrument in effect as of or on the Issue Date, as these agreements and instruments may be amended, modified, supplemented, extended, renewed or refinanced from time to time in accordance with the other terms of this covenant or to the extent not more disadvantageous to the Holders in any material respect;

(7) sales of accounts receivable, or participations therein, in connection with any Receivables Facility;

(8) transactions with customers, clients, joint venture partners, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business or consistent with past practice, which are fair to the Company or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors or the senior management of the Company or the relevant Restricted Subsidiary, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(9) any transaction between or among the Company or any Restricted Subsidiary and any Person that is an Affiliate of the Company or an Associate or similar entity solely because the Company or a Restricted

Subsidiary or any Affiliate of the Company or a Restricted Subsidiary or any Affiliate of any Permitted Holder owns an equity interest in or otherwise controls such Affiliate, Associate or similar entity;

(10) issuances or sales of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Company or options, warrants or other rights to acquire such Capital Stock and the granting of registration and other customary rights in connection therewith or any contribution to capital of the Company or any Restricted Subsidiary;

(11) (a) payments by the Company or any Restricted Subsidiary to any Permitted Holder (whether directly or indirectly) of annual management, consulting, monitoring, refinancing, subsequent transaction exit fees, advisory fees and related costs and expenses and indemnitees in connection therewith in an aggregate amount not to exceed 2.5% of LTM EBITDA and (b) customary payments by the Company or any Restricted Subsidiary to any Permitted Holder (whether directly or indirectly, including through any Parent Entity) for financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including in connection with acquisitions or divestitures, which payments are approved by a majority of the Board of Directors in good faith;

(12) payment to any Permitted Holder of all out of pocket expenses Incurred by such Permitted Holder in connection with its direct or indirect investment in the Company and its Subsidiaries;

(13) (a) the Acquisition Transactions and the payment of all costs and expenses (including all legal, accounting and other professional fees and expenses) related to the Acquisition Transactions and (b) the Transactions and the payment of all costs and expenses (including all legal, accounting and other professional fees and expenses) related to the Transactions, in each case as disclosed in this offering circular;

(14) transactions in which the Company or any Restricted Subsidiary, as the case may be, delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is fair to the Company or such Restricted Subsidiary from a financial point of view or meets the requirements of clause (1) of the preceding paragraph;

(15) the existence of, or the performance by the Company or any Restricted Subsidiaries of its obligations under the terms of, any equityholders agreement (including any registration rights agreement or purchase agreements related thereto) to which it is party as of the Issue Date and any similar agreement that it may enter into thereafter; *provided*, *however*, that the existence of, or the performance by the Company or any Restricted Subsidiary of its obligations under any future amendment to the equityholders' agreement or under any similar agreement entered into after the Issue Date will only be permitted under this clause to the extent that the terms of any such amendment or new agreement are not otherwise disadvantageous to the Holders in any material respect;

(16) any purchase by the Company's Affiliates of Indebtedness or Disqualified Stock of the Company or any of their Restricted Subsidiaries the majority of which Indebtedness or Disqualified Stock is purchased by Persons who are not the Company's Affiliates; *provided* that such purchases by the Company's Affiliates are on the same terms as such purchases by such Persons who are not the Company's Affiliates;

(17) (i) investments by Affiliates in securities of the Company or any of its Restricted Subsidiaries (and payment of reasonable out-of-pocket expenses incurred by such Affiliates in connection therewith) so long as the investment is being offered by the Company or such Restricted Subsidiary generally to other non-affiliated third party investors on the same or more favorable terms and (ii) payments to Affiliates in respect of securities of the Company or any of its Restricted Subsidiaries contemplated in the foregoing subclause (i) or that were acquired from Persons other than the Company and its Restricted Subsidiaries, in each case, in accordance with the terms of such securities;

(18) payments by the Company (and any Parent Entity) and its Restricted Subsidiaries pursuant to any tax sharing agreements or other equity agreements in respect of "Related Taxes" among the Company (and any such Parent Entity) and its Restricted Subsidiaries on customary terms to the extent attributable to the ownership or operation of the Company and its Subsidiaries;

(19) payments, Indebtedness and Disqualified Stock (and cancellation of any thereof) of the Company and its Restricted Subsidiaries and Preferred Stock (and cancellation of any thereof) of any Restricted Subsidiary to any future, current or former employee, director, officer, manager or consultant (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Company, any of its Subsidiaries or any of its direct or indirect parent companies pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement; and any employment agreements, stock option plans and other compensatory arrangements (and any successor plans thereto) and any supplemental executive retirement benefit plans or arrangements with any such employees, directors, officers, managers or consultants (or their respective Controlled Investment Affiliates or Immediate Family Members) that are, in each case, approved by the board of directors of the Company in good faith;

(20) employment and severance arrangements between the Company or its Restricted Subsidiaries and their respective offers and employees in the ordinary course of business;

(21) any transition services arrangement, supply arrangement or similar arrangement entered into in connection with or in contemplation of the disposition of assets or Equity Interests in any Restricted Subsidiary permitted under "—Limitation on Sales of Assets and Subsidiary Stock." or entered into with any Business Successor, in each case, that the Company determines in good faith is either fair to the Company or otherwise on customary terms for such type of arrangements in connection with similar transactions;

(22) transactions entered into by an Unrestricted Subsidiary with an Affiliate prior to the day such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary as described under the caption "—Designation of Restricted and Unrestricted Subsidiaries"; and

(23) any Permitted Tax Restructuring.

Designation of Restricted and Unrestricted Subsidiaries

The Company may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Certain Covenants—Limitation on Restricted Payments" or under one or more clauses of the definition of Permitted Investments, as determined by the Company. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Company may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary will be evidenced to the Trustee by an Officer's Certificate certifying that such designation complies with the preceding conditions and was permitted by the covenant described above under the caption "—Certain Covenants—Limitation on Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Company as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Certain Covenants—Limitation on Indebtedness," the Company will be in default of such covenant.

The Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Company; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "—Certain Covenants—Limitation on Indebtedness," (including pursuant to clause 5(b) thereof treating

such redesignation as an acquisition for the purpose of such clause) calculated on a pro forma basis as if such designation had occurred at the beginning of the applicable reference period; and (2) no Default or Event of Default would be in existence following such designation. Any such designation by the Company shall be evidenced to the Trustee by an Officer's Certificate certifying that such designation complies with the preceding conditions.

Reports

Notwithstanding that the Company may not be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, from and after the Issue Date, the Company will furnish to the Trustee:

(1) within 100 days (120 days in the case of the fiscal year containing the Issue Date) after the end of each fiscal year, all financial information that would be required to be contained in an annual report on Form 10-K, or any successor or comparable form, filed with the SEC, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and a report on the annual financial statements by the Company's independent registered public accounting firm;

(2) within 55 days (60 days in the case of the first three fiscal quarters after the Issue Date) after the end of each of the first three fiscal quarters of each fiscal year, all financial information that would be required to be contained in a quarterly report on Form 10-Q, or any successor or comparable form, filed with the SEC, including "Management's Discussion and Analysis of Financial Condition and Results of Operations," and (B) financial statements prepared in accordance with GAAP; and

(3) within 15 days after the occurrence of any of the following events, all current reports that would be required to be filed with the SEC on Form 8-K or any successor or comparable form (if the Company had been a reporting company under Section 15(d) of the Exchange Act); *provided*, that the foregoing shall not obligate the Company to make available (i) any information otherwise required to be included on a Form 8-K regarding the occurrence of any such events if the Company determines in its good faith judgment that such event that would otherwise be required to be disclosed is not material to the Holders of the Notes or the business, assets, operations, financial positions or prospects of the Company and its Restricted Subsidiaries taken as a whole, (ii) a summary of the terms of, any employment or compensatory arrangement, agreement, plan or understanding between the Company (or any of its Subsidiaries) and any director, manager or executive officer of the Company (or any of its Subsidiaries) or (iii) copies of any agreements, financial statements or other items that would be required to be filed as exhibits to a current report on Form 8-K (except for (x) material Indebtedness and (y) historical and pro forma financial statements to the extent reasonably available):

(a) the entry into or termination of material agreements;

(b) significant acquisitions or dispositions;

(c) bankruptcy;

(d) cross-default under direct material financial obligations;

(e) a change in the Company's certifying independent auditor;

(f) the appointment or departure of directors or executive officers;

(g) non-reliance on previously issued financial statements; and

(h) change of control transactions,

in each case, in a manner that complies in all material respects with the requirements specified in such form, except as described above or below and subject to exceptions consistent with the presentation of information in the offering circular; *provided*, *however*, that the Company shall not be required to (i) comply with Regulation G under the Exchange Act or Item 10(e) of Regulation S-K with respect to any "non-GAAP" financial information

contained therein, (ii) provide any information that is not otherwise similar to information currently included in the offering circular or (iii) provide separate financial statements or other information contemplated by Rule 3-09, Rule 3-10 or Rule 3-16 of Regulation S-X, or in each case any successor provisions or any schedules required by Regulation S-X. In addition, notwithstanding the foregoing, the Company will not be required to (i) comply with Sections 302, 906 and 404 of the Sarbanes-Oxley Act of 2002, as amended, or (ii) otherwise furnish any information, certificates or reports required by Items 307 or 308 of Regulation S-K. To the extent any such information is not so filed or furnished, as applicable, within the time periods specified above and such information is subsequently filed or furnished, as applicable, the Company will be deemed to have satisfied its obligations with respect thereto at such time and any Default with respect thereto shall be deemed to have been cured; *provided* that such cure shall not otherwise affect the rights of the Holders under "—Events of Default" if Holders of at least 30% in principal amount of the then total outstanding Notes have declared the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately and such declaration shall not have been rescinded or cancelled prior to such cure. In addition, to the extent not satisfied by the foregoing, the Company will agree that, for so long as any Notes are outstanding, it will furnish to Holders and to securities analysts and prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Substantially concurrently with the furnishing or making such information available to the Trustee pursuant to the immediately preceding paragraph, the Company shall also use its commercially reasonable efforts to post copies of such information required by the immediately preceding paragraph on a website (which may be nonpublic and may be maintained by the Company or a third party) to which access will be given to Holders, prospective investors in the Notes (which prospective investors shall be limited to "qualified institutional buyers" within the meaning of Rule 144A of the Securities Act or non-U.S. persons (as defined in Regulation S under the Securities Act) that certify their status as such to the reasonable satisfaction of the Company), and securities analysts and market making financial institutions that are, in the case of securities analysts and market making financial institutions, reasonably satisfactory to the Company. To the extent the Company determines in good faith that it cannot make such reports available in the manner described in the preceding sentence after the use of its commercially reasonable efforts, the Company shall furnish such reports to the Holders of the Notes, upon their request. The Company may condition the delivery of any such reports to such Holders, prospective investors in the Notes, and securities analysts and market making financial institutions on the agreement of such Persons to (i) treat all such reports (and the information contained therein) and information as confidential, (ii) not use such reports and the information contained therein for any purpose other than their investment or potential investment in the Notes and (iii) not publicly disclose any such reports (and the information contained therein) and information.

The Company will also hold quarterly conference calls for the Holders of Notes, prospective investors in the Notes and securities analysts and market making financial institutions, to discuss financial information for the previous quarter (it being understood that such quarterly conference call may be the same conference call as with the Company's (or as applicable, any of any Parent Entity's) equity investors and analysts). The conference call will be following the last day of each fiscal quarter of the Company and not later than 10 Business Days from the time that the Company distributes the financial information as set forth in the third preceding paragraph. No fewer than two days prior to the conference call, the Company will issue a press release or otherwise announce the time and date of such conference call and providing instructions for Holders, securities analysts, prospective investors and market making financial institutions to obtain access to such call.

If the Company has designated any of its Subsidiaries as Unrestricted Subsidiaries and such Unrestricted Subsidiaries hold in the aggregate more than 5.0% of the Total Assets of the Company, then the annual and quarterly financial information required by clauses (1) and (2) of the first paragraph of this covenant will include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in "Management's Discussion and Analysis of Financial Condition and Results of Operations," of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company.

The Indenture will permit the Company to satisfy its obligations in this covenant with respect to financial information relating to the Company by furnishing financial information relating to a Parent Entity; *provided* that the same is accompanied by consolidating information that explains in reasonable detail the differences between the information relating to such Parent Entity (and other direct or indirect Parent Entities included in such information, if any), on the one hand, and the information relating to the Company and its Restricted Subsidiaries on a standalone basis, on the other hand. For the avoidance of doubt, the consolidating information referred to in the proviso in the preceding sentence need not be audited.

Notwithstanding anything to the contrary set forth above, if the Company or any Parent Entity of the Company has furnished the Holders of Notes or filed with the SEC the reports described in the preceding paragraphs with respect to the Company or any Parent Entity, the Company shall be deemed to be in compliance with the provisions of this covenant.

Limitation on Guarantees

The Company will not permit any of its Wholly Owned Domestic Subsidiaries that are Restricted Subsidiaries (and non-Wholly Owned Domestic Subsidiaries if such non-Wholly Owned Domestic Subsidiaries guarantee, or are a co-issuer of, other capital markets debt securities of the Company or any Restricted Subsidiary or guarantee all or a portion of, or are a co-borrower under, the Credit Agreement), other than a Guarantor, to Guarantee the payment of any Indebtedness of the Company or any Guarantor, unless:

(1) such Restricted Subsidiary within 60 days (i) executes and delivers a supplemental indenture to the Indenture providing for a Guarantee by such Restricted Subsidiary, except that with respect to a guarantee of Indebtedness of the Company or any Guarantor, if such Indebtedness is by its express terms subordinated in right of payment to the Notes or such Guarantor's Note Guarantee, any such guarantee by such Restricted Subsidiary with respect to such Indebtedness shall be subordinated in right of payment to such Guarantee substantially to the same extent as such Indebtedness is subordinated to the Notes or such Guarantor's Guarantee of the Notes and (ii) executes and delivers a supplement or joinder to the Collateral Documents or new Collateral Documents and takes all actions required thereunder to perfect the Liens created thereunder; provided that if such Indebtedness is by its express terms subordinated in right of payment to the Notes or such Guarantor's Note Guarantee, any such Guarantee by such Restricted Subsidiary with respect to such Indebtedness shall be subordinated in right of payment to such Note Guarantee with respect to the Notes substantially to the same extent as such Indebtedness is subordinated to the Notes or such Guarantor's Guarantee of the Notes; and

(2) such Restricted Subsidiary waives and will not in any manner whatsoever claim or take the benefit or advantage of, any rights of reimbursement, indemnity or subrogation or any other rights against the Company or any other Restricted Subsidiary as a result of any payment by such Restricted Subsidiary under its Guarantee until payment in full of Obligations under the Indenture.

provided that this covenant shall not be applicable (i) to any guarantee of any Restricted Subsidiary that existed at the time such Person became a Restricted Subsidiary and was not incurred in connection with, or in contemplation of, such Person becoming a Restricted Subsidiary, or (ii) in the event that the Guarantee of the Company's obligations under the Notes or the Indenture by such Subsidiary would not be permitted under applicable law.

The Company may elect, in its sole discretion, to cause any Subsidiary that is not otherwise required to be a Guarantor to become a Guarantor, in which case, such Subsidiary shall not be required to comply with the 60-day period described above.

If any Guarantor becomes an Immaterial Subsidiary, the Company shall have the right, by execution and delivery of a supplemental indenture to the Trustee, to cause such Immaterial Subsidiary to cease to be a Guarantor, subject to the requirement described in the first paragraph above that such Subsidiary shall be required to become a Guarantor if it ceases to be an Immaterial Subsidiary (except that if such Subsidiary has

been properly designated as an Unrestricted Subsidiary it shall not be so required to become a Guarantor or execute a supplemental indenture); *provided*, *further*, that such Immaterial Subsidiary shall not be permitted to Guarantee the Credit Agreement or other Indebtedness of the Company or the other Guarantors, unless it again becomes a Guarantor.

Merger, Amalgamation and Consolidation

The Company

The Company will not consolidate with or merge or amalgamate with or into or convey, transfer or lease all or substantially all its assets, in one transaction or a series of related transactions to any Person, unless:

(1) the resulting, surviving or transferee Person (the "Successor Company") will be a Person organized and existing under the laws of the United States of America, any State of the United States or the District of Columbia and the Successor Company (if not the Company) will expressly assume, by supplemental indenture, executed and delivered to the Trustee, all the obligations of Company under the Notes, the Collateral Documents and the Indenture and if such Successor Company is not a corporation, a co-obligor of the Notes is a corporation organized or existing under such laws;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the applicable Successor Company or any Subsidiary of the applicable Successor Company as a result of such transaction as having been Incurred by the applicable Successor Company or such Subsidiary at the time of such transaction), no Default or Event of Default shall have occurred and be continuing;

(3) immediately after giving effect to such transaction, either (a) the applicable Successor Company would be able to Incur at least an additional $1.00 of Indebtedness pursuant to the first paragraph of the covenant described under "—Limitation on Indebtedness" or (b) the Fixed Charge Coverage Ratio of the Company and the Restricted Subsidiaries would not be lower than it was immediately prior to giving effect to such transaction; and

(4) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, amalgamation or transfer and such supplemental indenture (if any) comply with the Indenture and an Opinion of Counsel stating that such supplemental indenture (if any) has been duly authorized, executed and delivered and is a legal, valid and binding agreement enforceable against the Successor Company, *provided* that in giving an Opinion of Counsel, counsel may rely on an Officer's Certificate as to any matters of fact, including as to satisfaction of clauses (2) and (3) above.

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Company under the Notes, the Collateral Documents and the Indenture.

Notwithstanding the preceding clauses (2), (3) and (4) (which do not apply to transactions referred to in this sentence), (a) any Restricted Subsidiary of the Company may consolidate or otherwise combine with, merge or amalgamate into or transfer all or part of its properties and assets to the Company, (b) any Restricted Subsidiary may consolidate or otherwise combine with, merge or amalgamate into or transfer all or part of its properties and assets to any other Restricted Subsidiary and (c) the Company and its Restricted Subsidiary may complete any Permitted Tax Restructuring. Notwithstanding the preceding clauses (2) and (3) (which do not apply to the transactions referred to in this sentence), the Company may consolidate or otherwise combine with or merge or amalgamate into an Affiliate incorporated or organized for the purpose of changing the legal domicile of the Company, reincorporating the Company in another jurisdiction, or changing the legal form of the Company.

There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

The foregoing provisions (other than the requirements of clause (2) of this section) shall not apply to the creation of a new Subsidiary as a Restricted Subsidiary of the Company.

Guarantors

No Guarantor may

(1) consolidate with or merge or amalgamate with or into any Person, or

(2) sell, convey, transfer or dispose of, all or substantially all its assets, in one transaction or a series of related transactions, to any Person, or

(3) permit any Person to merge or amalgamate with or into such Guarantor, unless

(A) the other Person is the Company or any Restricted Subsidiary that is a Guarantor or becomes a Guarantor concurrently with the transaction; or

(B) (1) either (x) the Company or a Guarantor is the continuing Person or (y) the resulting, surviving or transferee Person expressly assumes all of the obligations of the Guarantor under its Note Guarantee, the Collateral Documents and the Indenture; and

(2) immediately after giving effect to the transaction, no Default has occurred and is continuing; or

(C) the transaction constitutes a sale or other disposition (including by way of consolidation, merger or amalgamation) of the Guarantor or the sale or disposition of all or substantially all the assets of the Guarantor (in each case other than to the Company or a Restricted Subsidiary) otherwise permitted by the Indenture.

There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

Events of Default

Each of the following is an Event of Default under the Indenture:

(1) default in any payment of interest on any Note when due and payable, continued for 30 days;

(2) default in the payment of the principal amount of or premium, if any, on any Note issued under the Indenture when due at its Stated Maturity, upon optional redemption, upon required repurchase, upon declaration or otherwise;

(3) failure by the Company or any Guarantor to comply for 60 days after written notice by the Trustee on behalf of the Holders or by the Holders of 30% in principal amount of the outstanding Notes with any agreement or obligation contained in the Indenture or the Collateral Documents; *provided* that in the case of a failure to comply with the Indenture provisions described under "—Certain Covenants—Reports," such period of continuance of such default or breach shall be 270 days after written notice described in this clause (3) has been given;

(4) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any Significant Subsidiary (or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company and its Restricted Subsidiaries) would constitute a Significant Subsidiary) (or the payment of which is Guaranteed by the Company or any Significant Subsidiary (or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company and its Restricted Subsidiaries) would constitute a Significant Subsidiary)) other than Indebtedness owed to the Company or a Restricted Subsidiary whether such Indebtedness or Guarantee now exists, or is created after the date hereof, which default:

(a) is caused by a failure to pay principal of such Indebtedness, at its stated final maturity (after giving effect to any applicable grace periods) provided in such Indebtedness ("*payment default*"); or

(b) results in the acceleration of such Indebtedness prior to its stated final maturity (the "*cross acceleration provision*");

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default of principal at its stated final maturity (after giving effect to any applicable grace periods) or the maturity of which has been so accelerated, aggregates to $100.0 million or more at any one time outstanding;

(5) certain events of bankruptcy, insolvency or court protection of the Company or a Significant Subsidiary or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company and its Restricted Subsidiaries), would constitute a Significant Subsidiary (the "*bankruptcy provisions*");

(6) failure by the Company or any Significant Subsidiary (or group of Restricted Subsidiaries that, taken together (as of the latest audited consolidated financial statements for the Company and its Restricted Subsidiaries) would constitute a Significant Subsidiary), to pay final judgments aggregating in excess of $100.0 million other than any judgments covered by indemnities provided by, or insurance policies issued by, reputable and creditworthy companies, which final judgments remain unpaid, undischarged and unstayed for a period of more than 60 days after such judgment becomes final, and in the event such judgment is covered by insurance, an enforcement proceeding has been commenced by any creditor upon such judgment or decree which is not promptly stayed (the "*judgment default provision*");

(7) any Guarantee of the Notes by a Significant Subsidiary ceases to be in full force and effect, other than (1) in accordance with the terms of the Indenture, (2) a Guarantor that is a Significant Subsidiary denies or disaffirms its obligations under its Guarantee of the Notes, other than in accordance with the terms thereof or upon release of such Note Guarantee in accordance with the Indenture or (3) in connection with the bankruptcy of a Guarantor, so long as the aggregate assets of such Guarantor and any other Guarantor whose Note Guarantee ceased or ceases to be in full force as a result of a bankruptcy are less than $100.0 million; or

(8) with respect to any Collateral, individually or in the aggregate, having a fair market value in excess of $20.0 million, any of the Collateral Documents ceases to be in full force and effect, or any of the Collateral Documents ceases to give the Holders of the Notes the Liens purported to be created thereby with the priority contemplated thereby, or any of the Collateral Documents is declared null and void or the Company or any Guarantor denies in writing that it has any further liability under any Collateral Document or gives written notice to such effect (in each case other than in accordance with the terms of the Indenture, the ABL-Notes Intercreditor Agreement and the Collateral Documents), except to the extent that any loss of perfection or priority results from the failure of the Notes Collateral Agent or the ABL Collateral Agent to maintain possession of certificates actually delivered to it representing securities pledged under the Collateral Documents, or otherwise results from an action (but not an omission) constituting gross negligence or wilful misconduct on the part of the Trustee, the Notes Collateral Agent or the ABL Collateral Agent; provided, that if a failure of the sort described in this clause (8) is susceptible of cure (including with respect to any loss of Lien priority on material portions of the Collateral), no Event of Default shall arise under this clause (8) with respect thereto until 30 days after notice of such failure shall have been given to the Company by the Trustee or the Holders of at least 30% in principal amount of the then outstanding Notes issued under the Indenture.

However, a Default under clause (4) or (6) of this paragraph will not constitute an Event of Default until the Trustee or the Holders of 30% in principal amount of the outstanding Notes notify the Company of the Default and, with respect to clause (6) the Company does not cure such Default within the time specified in clause (6) of this paragraph after receipt of such notice.

If an Event of Default (other than an Event of Default described in clause (5) above with respect to the Company) occurs and is continuing, the Trustee by notice to the Company or the Holders of at least 30% in principal amount of the outstanding Notes by written notice to the Company and the Trustee may, and the Trustee (subject to certain conditions) at the request of such holders shall, declare the principal of and accrued and unpaid interest, if any, on all the Notes to be due and payable. Upon such a declaration, such principal and accrued and unpaid interest, if any, will be due and payable immediately. In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (4) under "Events of Default" has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if the event of default or payment default triggering such Event of Default pursuant to clause (4) shall be remedied or cured, or waived by the holders of the Indebtedness, or the Indebtedness that gave rise to such Event of Default shall have been discharged in full, in each case, within 30 days after the declaration of acceleration with respect thereto and the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction.

If an Event of Default described in clause (5) above with respect to the Company occurs and is continuing, the principal of and accrued and unpaid interest, if any, on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

The Holders of a majority in principal amount of the outstanding Notes under the Indenture may waive all past or existing Defaults or Events of Default (except with respect to nonpayment of principal or interest which may only be waived with the consent of each affected Holder) and rescind any such acceleration with respect to such Notes and its consequences if rescission would not conflict with any judgment or decree of a court of competent jurisdiction.

The Indenture will provide that (i) if a Default for a failure to report or failure to deliver a required certificate in connection with another default (the "*Initial Default*") occurs, then at the time such Initial Default is cured, such Default for a failure to report or failure to deliver a required certificate in connection with another default that resulted solely because of that Initial Default will also be cured without any further action and (ii) any Default or Event of Default for the failure to comply with the time periods prescribed in the covenant entitled "—Certain Covenants—Reports" or otherwise to deliver any notice or certificate pursuant to any other provision of this Indenture shall be deemed to be cured upon the delivery of any such report required by such covenant or such notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in the Indenture.

The Trustee will be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity or security satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal or interest when due, no Holder may pursue any remedy with respect to the Indenture or the Notes unless:

(1) such Holder has previously given the Trustee written notice that an Event of Default is continuing;

(2) Holders of at least 30% in principal amount of the outstanding Notes have requested in writing the Trustee to pursue the remedy;

(3) such Holders have offered in writing and, if requested, provided to the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt of the written request and the offer of security or indemnity; and

(5) the Holders of a majority in principal amount of the outstanding Notes have not given the Trustee a written direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

Subject to certain restrictions, the Holders of a majority in principal amount of the outstanding Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or the Note Collateral Agent or of exercising any trust or power conferred on the Trustee or the Note Collateral Agent. The Indenture will provide that, in the event an Event of Default has occurred and is continuing, the Trustee will be required in the exercise of its powers to use the degree of care that a prudent person would use in the conduct of its own affairs. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee and the Note Collateral Agent will be entitled to indemnification satisfactory to it against all fees, losses, liabilities and expenses that may be caused by taking or not taking such action.

The Indenture will provide that if a Default occurs and is continuing and the Trustee is informed of such occurrence by the Company, the Trustee must give notice of the Default to the Holders within 60 days after being notified by the Company. Except in the case of a Default in the payment of principal of or interest on any Note, the Trustee may withhold notice if and so long as the Trustee in good faith determines that withholding notice is in the interests of the Holders. The Company is required to deliver to the Trustee, within 120 days after the end of each fiscal year, an Officer's Certificate indicating whether the signers thereof know of any Default that occurred during the previous year. The Company is required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any events of which it is aware which would constitute certain Defaults, their status and what action the Company is taking or proposes to take in respect thereof.

Amendments and Waivers

Subject to certain exceptions, the Note Documents may be amended, supplemented or otherwise modified with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Notes) and, subject to certain exceptions, any default or compliance with any provisions thereof may be waived with the consent of the Holders of a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, such Notes). However, an amendment or waiver may not, with respect to any such Notes held by a non-consenting Holder:

(1) reduce the principal amount of such Notes whose Holders must consent to an amendment;

(2) reduce the stated rate of or extend the stated time for payment of interest on any such Note (other than provisions relating to Change of Control and Asset Dispositions);

(3) reduce the principal of or extend the Stated Maturity of any such Note (other than provisions relating to Change of Control and Asset Dispositions);

(4) reduce the premium payable upon the redemption of any such Note or change the time at which any such Note may be redeemed, in each case as described above under "—Optional Redemption";

(5) make any such Note payable in currency other than that stated in such Note;

(6) impair the contractual right of any Holder to receive payment of principal of and interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any such payment on or with respect to such Holder's Notes (and, for the avoidance of doubt, the amendment, supplement or modification in accordance with the terms of the Indenture of the covenants described above under the captions "—Change of Control" and "—Certain Covenants" and clauses (3), (4), (6) and (7) of "—Events of Default" and the related definitions shall be deemed not to impair the contractual right of any Holder to receive payment of principal of and interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any such payment on or with respect to such Holder's Note);

(7) waive a Default or Event of Default with respect to the nonpayment of principal, premium or interest (except pursuant to a rescission of acceleration of the Notes by the Holders of at least a majority in

aggregate principal amount of such Notes and a waiver of the payment default that resulted from such acceleration);

(8) make any change in the provisions of the Intercreditor Agreements or the Indenture dealing with the application of proceeds of Collateral that would adversely affect the Holders of the Notes in any material respect;

(9) make any change in the amendment or waiver provisions which require the Holders' consent described in this sentence; or

(10) except as expressly permitted by the Indenture, modify the Note Guarantees of any Significant Subsidiary in any manner materially adverse to the Holders.

Without the consent of Holders of at least two-thirds in aggregate principal amount of the Notes then outstanding, no amendment or waiver may release all or substantially all of the Collateral from the Lien of the Indenture and the Collateral Documents with respect to the Notes.

Notwithstanding the foregoing, without the consent of any Holder, the Company, the Trustee and the other parties thereto, as applicable, may amend or supplement any Note Documents and the Company may direct the Trustee or Note Collateral Agent, the Trustee or Note Collateral Agent shall, enter into an amendment to the Note Documents to:

(1) cure any ambiguity, omission, mistake, defect, error or inconsistency, conform any provision to this "Description of the Notes," or reduce the minimum denomination of the Notes;

(2) provide for the assumption by a successor Person of the obligations of the Company or a Guarantor under any Note Document;

(3) provide for uncertificated Notes in addition to or in place of certificated Notes;

(4) add to the covenants or provide for a Note Guarantee for the benefit of the Holders or surrender any right or power conferred upon the Company or any Restricted Subsidiary;

(5) make any change that does not adversely affect the rights of any Holder in any material respect;

(6) at the Company's election, comply with any requirement of the SEC in connection with the qualification of the Indenture under the Trust Indenture Act, if such qualification is required;

(7) make such provisions as necessary (as determined in good faith by the Company) for the issuance of Additional Notes;

(8) provide for any Restricted Subsidiary to provide a Note Guarantee in accordance with the Covenant described under "—Certain Covenants—Limitation on Indebtedness," to add Guarantees with respect to the Notes, to add security to or for the benefit of the Notes, or to confirm and evidence the release, termination, discharge or retaking of any Guarantee or Lien with respect to or securing the Notes when such release, termination, discharge or retaking is provided for under the Indenture;

(9) evidence and provide for the acceptance and appointment under the Indenture of a successor Trustee pursuant to the requirements thereof or to provide for the accession by the Trustee to any Note Document;

(10) make any amendment to the provisions of the Indenture relating to the transfer and legending of Notes as permitted by the Indenture, including, without limitation, to facilitate the issuance and administration of Notes; *provided*, *however*, that (i) compliance with the Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any other applicable securities law and (ii) such amendment does not adversely affect the rights of Holders to transfer Notes in any material respect;

(11) mortgage, pledge, hypothecate or grant any other Lien in favor of the Collateral Agent for its benefit and the benefit of the Trustee, the Holders of the Notes and the holders of any future Other Pari Passu

Lien Obligations, as additional security for the payment and performance of any or any portion of the Obligations under the Notes, in any property or assets, including any which are required to be mortgaged, pledged or hypothecated, or in which a Lien is required to be granted to or for the benefit of the Trustee or the Note Collateral Agent pursuant to the Indenture, the Intercreditor Agreements, the Collateral Documents or otherwise;

(12) provide for the release of Collateral from the Lien pursuant to the Indenture, the Collateral Documents and the Intercreditor Agreements when permitted or required by the Collateral Documents, the Indenture or the Intercreditor Agreements; or

(13) (i) secure any future Indebtedness to the extent permitted under the Indenture, the Collateral Documents and the Intercreditor Agreements or (ii) secure any Existing Unsecured Notes or any guarantees thereof to the extent required by the indenture governing the Existing Unsecured Notes.

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment of any Note Document. It is sufficient if such consent approves the substance of the proposed amendment. A consent to any amendment or waiver under the Indenture by any Holder of Notes given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender.

Defeasance

The Company at any time may terminate all obligations of the Company and the Guarantors under the Note Documents ("*legal defeasance*") and cure all then existing Defaults and Events of Default, except for certain obligations, including those respecting the defeasance trust, the rights, powers, trusts, duties, immunities and indemnities of the Trustee and the obligations of the Company in connection therewith and obligations concerning issuing temporary Notes, registrations of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust.

The Company at any time may terminate the obligations of the Company and the Restricted Subsidiaries under the covenants described under "—Certain Covenants" (other than clauses (1) and (2) of "—Certain Covenants—Merger, Amalgamation and Consolidation") and "—Change of Control" and the default provisions relating to such covenants described under "—Events of Default" above, the operation of the cross-default upon a payment default, the cross acceleration provisions, the bankruptcy provisions with respect to the Company and Significant Subsidiaries, the judgment default provision and the guarantee provision described under "—Events of Default" above ("*covenant defeasance*").

The Company at its option at any time may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If the Company exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect to the Notes so long as no Notes are then outstanding. If the Company exercises its covenant defeasance option with respect to the Notes, payment of the Notes may not be accelerated because of an Event of Default specified in clause (3), (4), (5) (with respect only to Significant Subsidiaries), (6) or (7) under "—Events of Default" above.

In order to exercise either defeasance option, the Company must irrevocably deposit in trust (the "*defeasance trust*") with the Trustee cash in U.S. dollars or U.S. Government Obligations or a combination thereof for the payment of principal, premium, if any, and interest on the Notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including delivery to the Trustee of:

(1) an Opinion of Counsel in the United States, subject to customary assumptions and exclusions, stating that Holders of the Notes, in their capacity as Holders of the Notes, will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred (and in the case of legal defeasance only, such Opinion of Counsel in the United States must be based on a ruling of the U.S.

Internal Revenue Service or change in applicable U.S. federal income tax law since the issuance of the Notes);

(2) an Officer's Certificate stating that the deposit was not made by the Company with the intent of defeating, hindering, delaying, defrauding or preferring any creditors of the Company; and

(3) an Officer's Certificate and an Opinion of Counsel (which opinion of counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent provided for or relating to legal defeasance or covenant defeasance, as the case may be, have been complied with.

Satisfaction and Discharge

The Indenture will be discharged and cease to be of further effect (except as to surviving rights of transfer or exchange of the Notes and indemnification rights of the Trustee, as expressly provided for in the Indenture) as to all Notes when (1) either (a) all the Notes previously authenticated and delivered (other than certain lost, stolen or destroyed Notes and certain Notes for which provision for payment was previously made and thereafter the funds have been released to the Company) have been delivered to the Trustee for cancellation; or (b) all Notes not previously delivered to the Trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their Stated Maturity within one year or (iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company; (2) the Company has deposited or caused to be deposited with the Trustee, money in U.S. dollars or U.S. Government Obligations, or a combination thereof, as applicable, in an amount sufficient to pay and discharge the entire Indebtedness on the Notes not previously delivered to the Trustee for cancellation, for principal, premium, if any, and interest to the date of deposit (in the case of Notes that have become due and payable), or to the Stated Maturity or redemption date, as the case may be; (3) the Company has paid or caused to be paid all other sums payable under the Indenture; and (4) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent under the "—Satisfaction and Discharge" section of the Indenture relating to the satisfaction and discharge of the Indenture have been complied with; *provided* that any such counsel may rely on any Officer's Certificate as to matters of fact (including as to compliance with the foregoing clauses (1), (2) and (3)).

No Personal Liability of Directors, Officers, Employees and Shareholders

No director, officer, employee, incorporator or shareholder of the Company or any of its respective Subsidiaries or Affiliates, as such, shall have any liability for any obligations of the Company under the Note Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the U.S. federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Concerning the Trustee and the Note Collateral Agent

Wilmington Trust, National Association will be appointed as Trustee and Notes Collateral Agent under the Indenture. The Indenture will provide that, except during the continuance of an Event of Default, the Trustee will perform only such duties as are set forth specifically in such Indenture. During the existence of an Event of Default, the Trustee will exercise such of the rights and powers vested in it under the Indenture and use the same degree of care that a prudent Person would use in conducting its own affairs. The permissive rights of the Trustee to take or refrain from taking any action enumerated in the Indenture will not be construed as an obligation or duty.

The Indenture will impose certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions with the Company and its Affiliates and Subsidiaries.

The Indenture sets out the terms under which the Trustee and the Note Collateral Agent may retire or be removed, and replaced. Such terms will include, among others, (1) that the Trustee and the Note Collateral Agent may be removed at any time by the Holders of a majority in principal amount of then outstanding Notes, or may resign at any time by giving written notice to the Company and (2) that if the Trustee at any time (a) has or acquires a conflict of interest that is not eliminated, (b) fails to meet certain minimum limits regarding the aggregate of its capital and surplus or (c) becomes incapable of acting as Trustee or becomes insolvent or bankrupt, then the Company may remove the Trustee, or any Holder who has been a bona fide Holder for not less than 6 months may petition any court for removal of the Trustee and appointment of a successor Trustee.

Any removal or resignation of the Trustee or the Note Collateral Agent shall not become effective until the acceptance of appointment by the successor Trustee or the successor Note Collateral Agent, as applicable.

The Indenture will contain provisions for the indemnification of the Trustee for any loss, liability, taxes and expenses incurred without gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the Indenture.

Notices

All notices to Holders of Notes will be validly given if electronically delivered or mailed to them at their respective addresses in the register of the Holders of the Notes, if any, maintained by the registrar. For so long as any Notes are represented by global notes, all notices to Holders of the Notes will be delivered to DTC in accordance with the applicable procedures of DTC, delivery of which shall be deemed to satisfy the requirements of this paragraph, which will give such notices to the Holders of book-entry interests.

Each such notice shall be deemed to have been given on the date of such publication or, if published more than once on different dates, on the first date on which publication is made; *provided* that, if notices are mailed, such notice shall be deemed to have been given on the earlier of such publication and the fifth day after being so mailed. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to him if so mailed within the time prescribed.

Failure to electronically deliver or mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is electronically delivered or mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Governing Law

The Indenture and the Notes, including any Note Guarantees and the rights and duties of the parties thereunder shall be governed by and construed in accordance with the laws of the State of New York.

Certain Definitions

"*ABL*" means the Amended and Restated ABL Credit Agreement, dated July 31, 2015, among the Company, the Subsidiaries of the Company party thereto, SunTrust Bank, as administrative and collateral agent and the lenders party thereto from time to time, as amended, modified, supplemented, substituted, replaced, restated or refinanced, in whole or in part, from time to time (whether with the original administrative agent and lenders or other agents and lenders or otherwise and whether provided under the original ABL or another credit agreement, indenture, instrument, other document or otherwise, unless such credit agreement, indenture, instrument or document expressly provides that it is not an ABL). For the avoidance of doubt, an ABL is not limited to a single agreement, indenture, instrument or other document and multiple agreements, indentures, instruments or other documents may constitute the ABL.

"*ABL Administrative Agent*" means the administrative agent under the ABL, which, on the Issue Date, will be SunTrust Bank.

"*ABL Collateral*" means the portion of the Collateral as to which the Notes and the Guarantees have a second-priority security interest, subject to Permitted Liens, as described under "—Security—ABL Collateral."

"*ABL Collateral Agent*" means the collateral agent under the ABL, which, on the Issue Date, will be SunTrust Bank, or if the ABL is no longer outstanding, the "Successor ABL Collateral Agent."

"*ABL Lender*" means any lender or holder or agent or arranger of Indebtedness under the ABL (or any Credit Facility permitted under the Indenture).

"*ABL-Notes Intercreditor Agreement*" means the ABL-Notes Intercreditor Agreement, dated as of May 29, 2013, by and among, inter alios, SunTrust Bank, Wilmington Trust, National Association as Notes Collateral Agent for the Existing Secured Notes and each additional representative party thereto from time to time, as amended, modified, supplemented, substituted, replaced or restated, in whole or in part, from time to time, to which the Notes Collateral Agent shall become a party.

"*ABL Obligations*" means any obligation to pay any unpaid principal and interest on loans made under the ABL, any letter of credit reimbursement obligations owing under the ABL, obligations under any Secured Hedge Agreement, Banking Product Obligations and all other Obligations of the Company and any guarantor or other co-obligor under the ABL to any ABL Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of or in connection with, the ABL (or any Credit Facility permitted under the Indenture) and the related loan documentation, in each case, whether on account of principal, interest, guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, fees and disbursements of counsel of any ABL Lender that are required to be paid by the Company or any guarantor or co-obligor pursuant to the terms of the relevant loan documentation).

"*ABL Secured Parties*" means the ABL Collateral Agent and the ABL Lenders.

"*Acquired Indebtedness*" means with respect to any Person (x) Indebtedness of any other Person or any of its Subsidiaries existing at the time such other Person becomes a Restricted Subsidiary or merges or amalgamates with or into or consolidates or otherwise combines with the Company or any Restricted Subsidiary and (y) Indebtedness secured by a Lien encumbering any asset acquired by such Person. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (x) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary or on the date of the relevant merger, amalgamation, consolidation or other combination.

"*Acquisition*" means the transactions contemplated by the Securities Purchase Agreement.

"*Acquisition Transaction Expenses*" means any fees or expenses incurred or paid by the Company or any Restricted Subsidiary in connection with the Acquisition Transactions, including, without limitation, any fees, costs and expenses associated with settling any claims or actions arising from a dissenting stockholder exercising its appraisal rights in respect of the Acquisition.

"*Acquisition Transactions*" means the transactions contemplated by the Securities Purchase Agreement, the issuance of the Exisiting Notes, borrowings under the Credit Agreement and under the ABL and other related transactions, in each case, as described in the offering memorandum related to the offering of the Existing Unsecured Notes.

"*Additional Assets*" means:

(1) any property or assets (other than Capital Stock) used or to be used by the Company, a Restricted Subsidiary or otherwise useful in a Similar Business (it being understood that capital expenditures on property or assets already used in a Similar Business or to replace any property or assets that are the subject of such Asset Disposition shall be deemed an investment in Additional Assets);

(2) the Capital Stock of a Person that is engaged in a Similar Business and becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Company or a Restricted Subsidiary; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary.

"*Affiliate*" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"*Alternative Currency*" means any currency (other than U.S. dollars) that is a lawful currency (other than U.S. dollars) that is readily available and freely transferable and convertible into U.S. dollars (as determined in good faith by the Company).

"*Applicable Premium*" means the greater of (A) 1.0% of the principal amount of such Note and (B) on any redemption date, the excess (to the extent positive) of:

(a) the present value at such redemption date of (i) the redemption price of such Note at , 2019 (such redemption price (expressed in percentage of principal amount) being set forth in the table under "—Optional Redemption" (excluding accrued but unpaid interest, if any)), plus (ii) all required interest payments due on such Note to and including such date set forth in clause (i) (excluding accrued but unpaid interest, if any), computed upon the redemption date using a discount rate equal to the Applicable Treasury Rate at such redemption date plus 50 basis points; over

(b) the outstanding principal amount of such Note;

in each case, as calculated by the Company or on behalf of the Company by such Person as the Company shall designate. The Trustee shall have no duty to calculate or verify the calculations of the Applicable Premium.

"*Applicable Treasury Rate*" means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days prior to the redemption date (or, if such statistical release is not so published or available, any publicly available source of similar market data selected by the Company in good faith)) most nearly equal to the period from the redemption date to , 2019; *provided, however*, that if the period from the redemption date to , 2019 is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Applicable Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to such applicable date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

"*Asset Disposition*" means:

(a) the voluntary sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Leaseback Transaction) of the Company or any of its Restricted Subsidiaries (in each case other than Capital Stock of the Company) (each referred to in this definition as a "*disposition*"); or

(b) the issuance or sale of Capital Stock of any Restricted Subsidiary (other than Preferred Stock or Disqualified Stock of Restricted Subsidiaries issued in compliance with the covenant described under "—Certain Covenants—Limitation on Indebtedness" or directors' qualifying shares and shares issued to foreign nationals as required under applicable law), whether in a single transaction or a series of related transactions;

in each case, other than:

(1) a disposition by the Company or a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary;

(2) a disposition of cash, Cash Equivalents or Investment Grade Securities;

(3) a disposition of inventory or other assets (including Settlement Assets) in the ordinary course of business or consistent with past practice or held for sale or no longer used in the ordinary course of business;

(4) a disposition of obsolete, worn out, uneconomic, damaged or surplus property, equipment or other assets or property, equipment or other assets that are no longer economically practical or commercially desirable to maintain or used or useful in the business of the Company and its Restricted Subsidiaries whether now or hereafter owned or leased or acquired in connection with an acquisition or used or useful in the conduct of the business of the Company and its Restricted Subsidiaries (including by ceasing to enforce, allowing the lapse, abandonment or invalidation of or discontinuing the use or maintenance of or putting into the public domain any intellectual property that is, in the reasonable judgment of the Company or the Restricted Subsidiaries, no longer used or useful, or economically practicable to maintain, or in respect of which the Company or any Restricted Subsidiary determines in its reasonable business judgment that such action or inaction is desirable);

(5) transactions permitted under "—Certain Covenants—Merger, Amalgamation and Consolidation" or a transaction that constitutes a Change of Control;

(6) an issuance of Capital Stock by a Restricted Subsidiary to the Company or to another Restricted Subsidiary or as part of or pursuant to an equity incentive or compensation plan approved by the Board of Directors;

(7) any dispositions of Capital Stock, properties or assets in a single transaction or series of related transactions with a fair market value (as determined in good faith by the Company) of less than $50.0 million;

(8) any Restricted Payment that is permitted to be made, and is made, under the covenant described above under "—Certain Covenants—Limitation on Restricted Payments" and the making of any Permitted Payment or Permitted Investment or, solely for purposes of clause (3) of the first paragraph under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock," asset sales, the proceeds of which are used to make such Restricted Payments or Permitted Investments;

(9) dispositions in connection with Permitted Liens;

(10) dispositions of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or consistent with past practice or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(11) conveyances, sales, transfers, licenses or sub-licenses or other dispositions of intellectual property, software or other general intangibles and licenses, sub-licenses, leases or subleases of other property, in each case, in the ordinary course of business or consistent with past practice or pursuant to a research or development agreement in which the counterparty to such agreement receives a license in the intellectual property or software that results from such agreement;

(12) the lease, assignment or sub-lease of any real or personal property in the ordinary course of business;

(13) foreclosure, condemnation or any similar action with respect to any property or other assets;

(14) the sale or discount (with or without recourse, and on customary or commercially reasonable terms and for credit management purposes) of accounts receivable or notes receivable arising in the ordinary course of business or consistent with past practice, or the conversion or exchange of accounts receivable for notes receivable;

(15) any disposition of Capital Stock, Indebtedness or other securities of an Unrestricted Subsidiary or an Immaterial Subsidiary;

(16) any disposition of Capital Stock of a Restricted Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Company or a Restricted Subsidiary) from whom such Restricted Subsidiary was acquired, or from whom such Restricted Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition;

(17) (i) dispositions of property to the extent that such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased, (ii) dispositions of property to the extent that the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased), and (iii) to the extent allowable under Section 1031 of the Code, any exchange of like property (excluding any boot thereon) for use in a Similar Business;

(18) sales of accounts receivable, or participations therein, in connection with any Receivables Facility, or the disposition of an account receivable in connection with the collection or compromise thereof in the ordinary course of business or consistent with past practice;

(19) any financing transaction with respect to property constructed, acquired, replaced, repaired or improved (including any reconstruction, refurbishment, renovation and/or development of real property) by the Company or any Restricted Subsidiary after the Issue Date, including Sale and Leaseback Transactions and asset securitizations, permitted by the Indenture;

(20) dispositions of Investments in joint ventures or similar entities to the extent required by, or made pursuant to customary buy/sell arrangements between, the parties to such joint venture set forth in joint venture arrangements and similar binding arrangements;

(21) any surrender or waiver of contractual rights or the settlement, release, surrender or waiver of contractual, tort, litigation or other claims of any kind;

(22) the unwinding of any Cash Management Services or Hedging Obligations; and

(23) dispositions of non-core assets.

In the event that a transaction (or any portion thereof) meets the criteria of a permitted Asset Disposition and would also be a Permitted Investment or an Investment permitted under "—Certain Covenants—Limitation on Restricted Payments," the Company, in its sole discretion, will be entitled to divide and classify such transaction (or a portion thereof) as an Asset Disposition and/or one or more of the types of Permitted Investments or Investments permitted under "—Certain Covenants—Limitation on Restricted Payments."

"*Associate*" means (i) any Person engaged in a Similar Business of which the Company or its Restricted Subsidiaries are the legal and beneficial owners of between 20% and 50% of all outstanding Voting Stock and (ii) any joint venture entered into by the Company or any Restricted Subsidiary of the Company.

"*Banking Product Obligations*" means, with respect to the Company or any Guarantor, any obligations of the Company or such Guarantor owed to any Person in respect of treasury management services (including, without limitation, services in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automated clearinghouse, e-payable, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depositary, information reporting, lock-box and stop payment services), commercial credit card and merchant card services, stored value card services, other cash management services, or lock-box leases and other banking products or services related to any of the foregoing that (a) is entered into by the Company or any Guarantor and any Person that is an agent or lender under the ABL and (b) is secured by the ABL Collateral pursuant to the loan documentation relating to the ABL.

"*Board of Directors*" means (i) with respect to the Company or any corporation, the board of directors or managers, as applicable, of the corporation, or any duly authorized committee thereof; (ii) with respect to any partnership, the board of directors or other governing body of the general partner, as applicable, of the partnership or any duly authorized committee thereof; (iii) with respect to a limited liability company, the managing member or members or any duly authorized controlling committee thereof; and (iv) with respect to any other Person, the board or any duly authorized committee of such Person serving a similar function. Whenever any provision requires any action or determination to be made by, or any approval of, a Board of Directors, such action, determination or approval shall be deemed to have been taken or made if approved by a majority of the directors on any such Board of Directors (whether or not such action or approval is taken as part of a formal board meeting or as a formal board approval).

"*Borrowing Base*" at any given time means an amount equal to:

(a) 85% of the face amount of all accounts receivable owned by the Company and its Restricted Subsidiaries as of the end of the most recent fiscal quarter preceding the date of determination; *plus*

(b) 90% of the book value of all inventory owned by the Company and its Restricted Subsidiaries as of the end of the most recent fiscal quarter preceding the date of determination; *plus*

(c) 90% of the face amount of all credit card receivables owned by the Company and its Restricted Subsidiaries as of the end of the most recent fiscal quarter preceding the date of determination; *plus*

(d) the lesser of (i) $30.0 million or (ii) 85% of the face amount of all unbilled receivables owned by the Company and its Restricted Subsidiaries as of the end of the most recent fiscal quarter preceding the date of determination; *plus*

(e) the lesser of (i) $25.0 million or (ii) 65% of the face amount of all billings owned by the Company and its Restricted Subsidiaries as of the end of the most recent fiscal quarter preceding the date of determination; *plus*

(f) 100% of all cash held in a deposit account either (x) maintained with the administrative agent under the ABL or (y) over which the administrative agent under the ABL has a perfected security interest.

The Borrowing Base shall be calculated on a pro forma basis to include any accounts receivable, inventory, credit card receivables, unbilled receivables and billings owned by an entity that is to be merged with or into the Company or a Restricted Subsidiary or is to become a Restricted Subsidiary on the date of determination.

"*Business Day*" means each day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York, United States or in the jurisdiction of the place of payment are authorized or required by law to close.

"*Business Successor*" means (i) any former Subsidiary of the Company and (ii) any Person that, after the Issue Date, has acquired, merged or consolidated with a Subsidiary of the Company (that results in such Subsidiary ceasing to be a Subsidiary of the Company), or acquired (in one transaction or a series of transactions) all or substantially all of the property and assets or business of a Subsidiary or assets constituting a business unit, line of business or division of a Subsidiary of the Company.

"*Capital Stock*" of any Person means any and all shares of, rights to purchase, warrants, options or depositary receipts for, or other equivalents of or partnership or other interests in (however designated), equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into or exchangeable for such equity.

"*Capitalized Lease Obligations*" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes on the basis of GAAP. The amount of Indebtedness represented by such obligation will be the capitalized amount of such obligation at the time any determination thereof is to be made as determined on the basis of GAAP, and the Stated Maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

"*Cash Equivalents*" means:

(1) (a) U.S. dollars, Canadian dollars, Swiss Francs, United Kingdom pounds, Euro or any national currency of any member state of the European Union on the Issue Date; or (b) any other foreign currency held by the Company and the Restricted Subsidiaries in the ordinary course of business;

(2) securities issued or directly and fully Guaranteed or insured by the United States, Canadian or Swiss governments, a member state of the European Union or, in each case, or any agency or instrumentality thereof (*provided* that the full faith and credit of such country or such member state is pledged in support thereof), having maturities of not more than two years from the date of acquisition;

(3) certificates of deposit, time deposits, eurodollar time deposits, overnight bank deposits or bankers' acceptances having maturities of not more than one year from the date of acquisition thereof issued by any lender or by any bank or trust company (a) whose commercial paper is rated at least "A-2" or the equivalent thereof by S&P or at least "P-2" or the equivalent thereof by Moody's (or if at the time neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization) or (b) (in the event that the bank or trust company does not have commercial paper which is rated) having combined capital and surplus in excess of $100.0 million;

(4) repurchase obligations for underlying securities of the types described in clauses (2), (3) and (7) entered into with any bank meeting the qualifications specified in clause (3) above;

(5) securities with maturities of one year or less from the date of acquisition backed by standby letters of credit issued by any Person referenced in clause (3) above;

(6) commercial paper and variable or fixed rate notes issued by a bank meeting the qualifications specified in clause (3) above (or by the parent company thereof) maturing within one year after the date of creation thereof or any commercial paper and variable or fixed rate note issued by, or guaranteed by a corporation rated at least (A) "A-1" or higher by S&P or "P-1" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Company) maturing within two years after the date of creation thereof or (B) "A-2" or higher by S&P or "P-2" or higher by Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Company) maturing within one year after the date of creation thereof, or, in each case, if no rating is available in respect of the commercial paper or fixed rate notes, the issue of which has an equivalent rating in respect of its long-term debt;

(7) marketable short-term money market and similar securities having a rating of at least "P-2" or "A-2" from either S&P or Moody's, respectively (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Company), and in each case maturing within 24 months after the date of creation or acquisition thereof;

(8) readily marketable direct obligations issued by any state, province, commonwealth or territory of the United States of America, Canada, Switzerland, any member state of the European Union or any political subdivision, taxing authority or public instrumentality thereof, in each case, having one of the two highest ratings categories obtainable from either Moody's or S&P (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Company) with maturities of not more than two years from the date of creation or acquisition;

(9) readily marketable direct obligations issued by any foreign government or any political subdivision, taxing authority or public instrumentality thereof, in each case, having one of the two highest ratings categories obtainable by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Company) with maturities of not more than two years from the date of acquisition;

(10) Investments with average maturities of 12 months or less from the date of acquisition in money market funds rated within the three highest ratings categories by S&P or Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Company);

(11) with respect to any Foreign Subsidiary: (i) obligations of the national government of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, in each case maturing within one year after the date of investment therein, (ii) certificates of deposit of, bankers acceptance of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least "A-2" or the equivalent thereof or from Moody's is at least "P-2" or the equivalent thereof (any such bank being an "*Approved Foreign Bank*"), and in each case with maturities of not more than 270 days from the date of acquisition and (iii) the equivalent of demand deposit accounts which are maintained with an Approved Foreign Bank;

(12) Indebtedness or Preferred Stock issued by Persons with a rating of "BBB-" or higher from S&P or "Baa3" or higher from Moody's (or, if at the time, neither is issuing comparable ratings, then a comparable rating of another Nationally Recognized Statistical Rating Organization selected by the Company) with maturities of 24 months or less from the date of acquisition;

(13) bills of exchange issued in the United States, Canada, a member state of the European Union or Japan eligible for rediscount at the relevant central bank and accepted by a bank (or any dematerialized equivalent);

(14) investments in money market funds access to which is provided as part of "sweep" accounts maintained with any bank meeting the qualifications specified in clause (3) above;

(15) investments in industrial development revenue bonds that (i) "re-set" interest rates not less frequently than quarterly, (ii) are entitled to the benefit of a remarketing arrangement with an established broker dealer and (iii) are supported by a direct pay letter of credit covering principal and accrued interest that is issued by any bank meeting the qualifications specified in clause (3) above;

(16) investments in pooled funds or investment accounts consisting of investments in the nature described in the foregoing clause (15);

(17) Cash Equivalents or instruments similar to those referred to in clauses (1) through (16) above denominated in Dollars or any Alternative Currency;

(18) interests in any investment company, money market, enhanced high yield fund or other investment fund which invests 90% or more of its assets in instruments of the types specified in clauses (1) through (17) above; and

(19) for purposes of clause (2) of the definition of "Asset Disposition," any marketable securities portfolio owned by the Company and its Subsidiaries on the Issue Date.

In the case of Investments by any Foreign Subsidiary that is a Restricted Subsidiary or Investments made in a country outside the United States of America, Cash Equivalents shall also include (i) investments of the type and maturity described in clauses (1) through (9) and clauses (11) through (14) above of foreign obligors, which

Investments or obligors (or the parents of such obligors) have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies and (ii) other short-term investments utilized by Foreign Subsidiaries that are Restricted Subsidiaries in accordance with normal investment practices for cash management in investments analogous to the foregoing investments in clauses (1) through (14) and in this paragraph. Notwithstanding the foregoing, Cash Equivalents shall include amounts denominated in currencies other than those set forth in clause (1) above, *provided* that such amounts are converted into any currency listed in clause (1) as promptly as practicable and in any event within 10 Business Days following the receipt of such amounts. For the avoidance of doubt, any items identified as Cash Equivalents under this definition (other than clause (16) above) will be deemed to be Cash Equivalents for all purposes under the indenture regardless of the treatment of such items under GAAP.

"*Cash Management Services*" means any of the following to the extent not constituting a line of credit (other than an overnight draft facility that is not in default): automated clearing house transactions, treasury, depository, credit or debit card, purchasing card, stored value card, electronic fund transfer services and/or cash management services, including, without limitation, controlled disbursement services, overdraft facilities, foreign exchange facilities, deposit and other accounts and merchant services or other cash management arrangements in the ordinary course of business or consistent with past practice.

"*Change of Control*" means:

(1) the Company becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) any "person" or "group" of related persons (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Issue Date), other than one or more Permitted Holders, is or becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the Issue Date), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company other than in connection with any transaction or series of transactions in which the Company shall become the wholly-owned subsidiary of a Parent Entity so long as no person or group, as noted above, other than a Permitted Holder, holds 50% or more of the total voting power of the Voting Stock of such Parent Entity; or

(2) the sale, lease, transfer, conveyance or other disposition (other than by way of merger, amalgamation, consolidation or other business combination transaction), in one or a series of related transactions, of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole to a Person, other than the Company or any of its Restricted Subsidiaries or one or more Permitted Holders.

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

"*Collateral*" means means all the assets and properties subject to the Liens created by the Collateral Documents.

"*Collateral Account*" means one or more deposit accounts or securities accounts under the control of the Trustee or the Notes Collateral Agent holding only the proceeds of any sale or disposition of any Notes Collateral.

"*Collateral Documents*" means, collectively, any security agreements, hypotecs, intellectual property security agreements, mortgages, collateral assignments, security agreement supplements, pledge agreements, bond or any similar agreements, guarantees and each of the other agreements, instruments or documents that creates or purports to create a Lien or guarantee in favor of the Note Collateral Agent for its benefit and the benefit of the Trustee and the Holders of the Notes in all or any portion of the Collateral, as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed from time to time.

"*Company* " means Builders FirstSource, Inc., a Delaware corporation.

"*Consolidated Depreciation and Amortization Expense*" means, with respect to any Person for any period, the total amount of depreciation and amortization expense, including amortization or write-off of (i) intangibles and non-cash organization costs, (ii) deferred financing fees or costs and (iii) capitalized expenditures, customer acquisition costs and incentive payments, conversion costs and contract acquisition costs, the amortization of original issue discount resulting from the issuance of Indebtedness at less than par and amortization of favorable or unfavorable lease assets or liabilities, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP and any write down of assets or asset value carried on the balance sheet.

"*Consolidated EBITDA*" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(1) increased (without duplication) by:

(a) any (x) Acquisition Transaction Expenses and (y) any fees, costs, expenses or charges (other than Consolidated Depreciation and Amortization Expense) related to any actual, proposed or contemplated Equity Offering (including any expense relating to enhanced accounting functions or other transactions costs associated with becoming a public company), Permitted Investment, acquisition, disposition, recapitalization or the incurrence of Indebtedness permitted to be incurred by the Indenture (including a refinancing thereof) (whether or not successful), including (i) such fees, expenses or charges related to the offering of the Existing Unsecured Notes, the Existing Secured Notes, the Notes, the Credit Agreement, the ABL, any other Credit Facilities and any Receivables Fees, and (ii) any amendment, waiver or other modification of the Existing Unsecured Notes, the Existing Secured Notes, the Notes, the Credit Agreement, the ABL, Receivables Facilities, any other Credit Facilities, any Receivables Fees, any other Indebtedness permitted to be Incurred under the Indenture or any Equity Offering, in each case, whether or not consummated, to the extent the same were deducted (and not added back) in computing Consolidated Net Income; *plus*

(b) provision for taxes based on income or profits, revenue or capital, including, without limitation, federal, state, provincial, territorial, local, foreign, unitary, excise, property, franchise and similar taxes and foreign withholding and similar taxes of such Person paid or accrued during such period, including any penalties and interest relating to any tax examinations (including, without limitation, any additions to such taxes, and any penalties and interest with respect thereto), deducted (and not added back) in computing Consolidated Net Income; *plus*

(c) any other non-cash charges, write-downs, expenses, losses or items reducing Consolidated Net Income for such period including any impairment charges or the impact of purchase accounting (provided that if any such non-cash charge, write-down or item to the extent it represents an accrual or reserve for a cash expenditure for a future period then the cash payment in such future period shall be subtracted from Consolidated EBITDA when paid); *plus*

(d) (i) the amount of any restructuring charge, reserve, integration cost or other business optimization expense or cost (including charges directly related to the implementation of cost-savings initiatives) that is deducted (and not added back) in such period in computing Consolidated Net Income, including any one-time costs incurred in connection with acquisitions or divestitures after the Issue Date, including, without limitation, those related to any severance, retention, signing bonuses, relocation, recruiting and other employee related costs, future lease commitments and costs related to the opening and closure and/or consolidation of facilities and to exiting lines of business and (ii) fees, costs and expenses associated with acquisition related litigation and settlements thereof; *plus*

(e) any net loss included in the Consolidated Net Income attributable to non-controlling interests pursuant to the application of Accounting Standards Codification Topic 810-10-45 ("*Topic 810*"); *plus*

(f) the amount of board of director fees, management, monitoring, advisory, consulting, refinancing, subsequent transaction, advisory and exit fees (including termination fees) and related indemnities and expenses paid or accrued in such period to any member of the Board of Directors of the Company, any Permitted Holder or any Affiliate of a Permitted Holder to the extent permitted under "—Certain Covenants—Limitation on Affiliate Transactions"; *plus*

(g) net realized losses from Hedging Obligations or embedded derivatives that require similar accounting treatment and the application of Accounting Standard Codification Topic 815 ("*Topic 815*") and related pronouncements; *plus*

(h) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to clause (2) below for any previous period and not added back; *plus*

(i) any costs or expense incurred by the Company or a Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement, any severance agreement or any stock subscription or shareholder agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of the Company or net cash proceeds of an issuance of Capital Stock (other than Disqualified Stock) of the Company solely to the extent that such net cash proceeds are excluded from the calculation set forth in clause (c) of the first paragraph under "—Certain Covenants—Limitation on Restricted Payments"; *plus*

(j) any net pension or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization of such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of the initial application of Accounting Standards Codification Topic 715, and any other items of a similar nature; *plus*

(k) the amount of loss or discount on sale of receivables and related assets to the Receivables Subsidiary in connection with a Receivables Facility; *plus*

(l) earn-out and contingent consideration obligations (including to the extent accounted for as bonuses or otherwise) and adjustments thereof and purchase price adjustments, in each case in connection with acquisitions or an Investment; *plus*

(m) the amount of "run rate" cost savings (including, without limitation, cost savings with respect to salary, benefit and other direct savings resulting from workforce reductions and facility, benefit and insurance savings), operating expense reductions, other operating improvements and initiatives and synergies projected by the Company in good faith to be reasonably anticipated to be realizable or a plan for realization shall have been established within twenty four (24) months of the date thereof (which will be added to Consolidated EBITDA as so projected until fully realized and calculated on a pro forma basis as though such cost savings (including, without limitation, cost savings with respect to salary, benefit and other direct savings resulting from workforce reductions and facility, benefit and insurance savings), operating expense reductions, other operating improvements and initiatives and synergies had been realized on the first day of such period), net of the amount of actual benefits realized during such period from such actions; *provided* that all steps have been taken, or are reasonably expected to be taken, in good faith, for realizing such cost savings and such cost savings are reasonably identifiable and factually supportable (in the good faith determination of the Company); *plus*

(n) Fixed Charges of such Person for such period (including (x) net losses on any Hedging Obligations or other derivative instruments entered into for the purpose of hedging interest rate, currency or commodities risk, (y) bank fees and (z) costs of surety bonds in connection with financing activities, plus amounts excluded from the definition of "Consolidated Interest Expense"

pursuant to clauses (t) through (z) in clause (1) thereof), to the extent the same were deducted (and not added back) in calculating such Consolidated Net Income; *plus*

(o) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent the same were deducted (and not added back) in computing Consolidated Net Income; *plus*

(p) the amount of any minority interest expense consisting of Subsidiary income attributable to minority equity interests of third parties in any non-wholly owned Subsidiary; *plus*

(q) realized foreign exchange losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Company and its Restricted Subsidiaries; *plus*

(r) the amount of expenses relating to payments made to option holders of the Company or any Parent Entity in connection with, or as a result of, any distribution being made to equityholders of such Person or its Parent Entities, which payments are being made to compensate such option holders as though they were equityholders at the time of, and entitled to share in, such distribution, in each case to the extent permitted under the Indenture; *plus*

(s) losses, expenses or charges (including all fees and expenses or charges related thereto) (i) from abandoned, closed, disposed or discontinued operations and any losses on disposal of abandoned, closed or discontinued operations and (ii) attributable to business dispositions or asset dispositions (other than in the ordinary course of business) as determined in good faith; *plus*

(t) Public Company Costs; *plus*

(u) cost related to the implementation of operational and reporting systems and technology initiatives; *plus*

(v) adjustments of the nature used in connection with the calculation of "Adjusted EBITDA" as set forth in footnote (1) of "Summary—Summary Historical Financial and Other Data" contained in the offering circular applied in good faith to the extent such adjustments continue to be applicable during the period in which Consolidated EBITDA is being calculated; and

(2) decreased (without duplication) by:

(a) non-cash gains increasing Consolidated Net Income of such Person for such period, excluding any non-cash gains to the extent they represent the reversal of an accrual or reserve for a potential cash item that reduced Consolidated EBITDA in any prior period; *plus*

(b) any net income included in Consolidated Net Income attributable to non-controlling interests pursuant to the application of Topic 810.

"Consolidated Interest Expense" means, with respect to any Person for any period, without duplication, the sum of:

(1) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount or premium resulting from the issuance of Indebtedness at less than par (other than with respect to Indebtedness borrowed under the Credit Agreement in connection with the Acquisition Transaction), (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances, (c) non-cash interest payments (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of any Hedging Obligations or other derivative instruments pursuant to GAAP), (d) the interest component of Capitalized Lease Obligations, and (e) net payments, if any, pursuant to interest rate Hedging Obligations with respect to Indebtedness, and excluding (s) Receivables Fees; (t) penalties and interest relating to taxes, (u) any additional cash interest owing pursuant to any registration rights agreement, (v) accretion or accrual of discounted liabilities other than Indebtedness,

(w) any expense resulting from the discounting of any Indebtedness in connection with the application of purchase accounting in connection with any acquisition, (x) 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, (y) any expensing of bridge, commitment and other financing fees and (z) interest with respect to Indebtedness of any parent of such Person appearing upon the balance sheet of such Person solely by reason of push-down accounting under GAAP); *plus*

(2) consolidated capitalized interest of such Person and its Restricted Subsidiaries for such period, whether paid or accrued; *less*

(3) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"*Consolidated First Lien Leverage Ratio*" means, as of any date of determination, the ratio of (x) the sum of (a) Consolidated Total Indebtedness secured by a Lien (other than a Lien that is junior to the Lien securing the Notes) as of such date and (b) the Reserved Indebtedness Amount secured by a Lien (other than a Lien that is junior to the Lien securing the Notes) as of such date to (y) LTM EBITDA. For the avoidance of doubt, indebtedness outstanding under the ABL shall not be included in clause (x).

"*Consolidated Net Income*" means, with respect to any Person for any period, the net income (loss) of such Person and its Restricted Subsidiaries for such period determined on a consolidated basis on the basis of GAAP before any reduction in respect of Preferred Stock dividends; *provided*, *however*, that there will not be included in such Consolidated Net Income:

(1) any extraordinary, exceptional, unusual or nonrecurring, loss, charge or expense (including Acquisition Transaction Expenses or any charges, expenses or reserves in respect of any restructuring, redundancy or severance expense or relocation costs, integration and facilities' opening costs and other business optimization expenses and operating improvements (including related to new product introductions), systems development and establishment costs, restructuring charges, accruals or reserves (including restructuring and integration costs related to acquisitions after the Issue Date and adjustments to existing reserves), whether or not classified as restructuring expense on the consolidated financial statements, signing costs, retention or completion bonuses, transition costs, costs related to closure/consolidation of facilities, internal costs in respect of strategic 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 with any of the foregoing;

(2) the cumulative effect of a change in accounting principles, including any impact resulting from an election by the Company to apply IFRS at any time following the Issue Date;

(3) any costs associated with the Acquisition Transactions;

(4) any fees and expenses (including any transaction or retention bonus or similar payment) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, Investment, asset disposition, issuance or repayment of Indebtedness, issuance of Capital Stock, refinancing transaction or amendment or modification of any debt instrument (in each case, including any such transaction consummated prior to the Issue Date and any such transaction undertaken but not completed) and any charges or non-recurring merger costs incurred during such period as a result of any such transaction, in each case whether or not successful (including, for avoidance of doubt, the effects of expensing all transaction-related expenses in accordance with Financial Accounting Standards Codification No. 805 and gains or losses associated with Financial Accounting Standards Codification No. 460);

(5) all deferred financing costs written off and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness;

(6) accruals and reserves that are established or adjusted (including any adjustment of estimated payouts on existing earn-outs) that are so required to be established as a result of the Acquisition Transactions in accordance with GAAP, or changes as a result of adoption or modification of accounting policies;

(7) any (i) non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards and any non-cash deemed finance charges in respect of any pension liabilities or other provisions or on the re-valuation of any benefit plan obligation and (ii) income (loss) attributable to deferred compensation plans or trusts;

(8) any net income (loss) of any Person if such Person is not a Restricted Subsidiary (including any net income (loss) from investments recorded in such Person under equity method accounting), except that the Company's equity in the net income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that (as reasonably determined by an Officer of the Company) could have been distributed by such Person during such period to the Company or a Restricted Subsidiary as a dividend or other distribution or return on investment (subject, in the case of a dividend or other distribution or return on investment to a Restricted Subsidiary, to the limitations contained in clause (2) below);

(9) solely for the purpose of determining the amount available for Restricted Payments under clause (c)(ii) of the first paragraph of the covenant described under "—Certain Covenants—Limitation on Restricted Payments," any net income (loss) of any Restricted Subsidiary (other than the Company and the Guarantors) if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Company or a Guarantor by operation of the terms of such Restricted Subsidiary's articles, charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released, (b) restrictions pursuant to the Credit Agreement, the ABL, the Existing Unsecured Notes, the Notes, the Indenture or the Indenture governing the Existing Unsecured Notes and (c) restrictions specified in clause (13)(i) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Restrictions on Distributions from Restricted Subsidiaries"), except that the Company's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Company or another Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend to another Restricted Subsidiary, to the limitation contained in this clause);

(10) any gain (or loss), together with any related provisions for taxes on any such gain (or the tax effect of any such loss), realized upon the sale or other disposition of any asset (including pursuant to any Sale and Leaseback Transaction) or disposed or discontinued operations of the Company or any Restricted Subsidiaries which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by an Officer or the Board of Directors of the Company);

(11) any unrealized gains or losses in respect of any Hedging Obligations or any ineffectiveness recognized in earnings related to qualifying hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of any Hedging Obligations;

(12) any unrealized foreign currency translation increases or decreases or transaction gains or losses in respect of Indebtedness of any Person denominated in a currency other than the functional currency of such Person, including those related to currency remeasurements of Indebtedness (including any net

loss or gain resulting from Hedging Obligations for currency exchange risk) or other obligations of the Company or any Restricted Subsidiary owing to the Company or any Restricted Subsidiary and any unrealized foreign exchange gains or losses relating to translation of assets and liabilities denominated in foreign currencies;

(13) any unrealized or realized gain or loss due solely to fluctuations in currency values and the related tax effects, determined in accordance with GAAP;

(14) any purchase accounting effects including, but not limited to, adjustments to inventory, property and equipment, software and other intangible assets and deferred revenue in component amounts required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Company and the Restricted Subsidiaries), as a result of any consummated acquisition (including the Acquisition Transaction), or the amortization or write-off of any amounts thereof (including any write-off of in process research and development);

(15) any goodwill or other intangible asset impairment charge, write-off or write-down and the amortization of intangibles arising pursuant to GAAP;

(16) any after-tax effect of income (loss) from the early extinguishment or cancellation of Indebtedness or any Hedging Obligations or other derivative instruments;

(17) any net unrealized gains and losses resulting from Hedging Obligations or embedded derivatives that require similar accounting treatment and the application of Topic 815 and related pronouncements or mark to market movement of other financial instruments pursuant to Accounting Standards Codification 825 and related pronouncements; and

(18) any non-cash expenses, accruals or reserves related to adjustments to historical tax exposures and any deferred tax expense associated with tax deductions or net operating losses arising as a result of the Acquisition Transactions, or the release of any valuation allowances related to such item.

In addition, to the extent not already included in the Consolidated Net Income of such Person and its Restricted Subsidiaries, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall include (i) any expenses and charges that are reimbursed by indemnification or other reimbursement provisions in connection with any investment or any sale, conveyance, transfer or other disposition of assets permitted hereunder, or, so long as the Company has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed and only to the extent that such amount is (A) not denied by the applicable payor in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days) and (ii) to the extent covered by insurance (including business interruption insurance) and actually reimbursed, or, so long as the Company has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within 365 days), expenses with respect to liability or casualty events or business interruption.

"*Consolidated Secured Leverage Ratio*" means, as of any date of determination, the ratio of (x) the sum of (a) Consolidated Total Indebtedness secured by a Lien on the Collateral as of such date and (b) the Reserved Indebtedness Amount secured by a first priority Lien as of such date to (y) LTM EBITDA.

"*Consolidated Total Indebtedness*" means, as of any date of determination, (a) the aggregate principal amount of Indebtedness for borrowed money (excluding intercompany Indebtedness, Subordinated Indebtedness and Indebtedness outstanding under the ABL that was used to finance seasonal working capital needs of the Company and its Restricted Subsidiaries (as determined by the Company in its reasonable discretion) as of such date), plus (b) the aggregate principal amount of Capitalized Lease Obligations, Purchase Money Obligations and unreimbursed drawings under letters of credit of the Company and its Restricted Subsidiaries outstanding on

such date minus (c) the aggregate amount of cash and Cash Equivalents included in the consolidated balance sheet of the Company and its Restricted Subsidiaries as of the end of the most recent fiscal period for which internal financial statements of the Company are available (*provided* that the cash proceeds of any proposed Incurrence of Indebtedness shall not be included in this clause (c) for purposes of calculating the Consolidated Total Leverage Ratio, Consolidated Secured Leverage Ratio or the Consolidated First Lien Leverage Ratio, as applicable), with such pro forma adjustments as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio." For the avoidance of doubt, "Consolidated Total Indebtedness" shall exclude Indebtedness in respect of any Receivables Facility.

"*Consolidated Total Leverage Ratio*" means, as of any date of determination, the ratio of (x) the sum of (i) Consolidated Total Indebtedness and (ii) the Reserved Indebtedness Amount, each as of such date to (y) LTM EBITDA.

"*Contingent Obligations*" means, with respect to any Person, any obligation of such Person guaranteeing in any manner, whether directly or indirectly, any operating lease, dividend or other obligation that does not constitute Indebtedness ("*primary obligations*") of any other Person (the "*primary obligor*"), including any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(2) to advance or supply funds:

  (a) for the purchase or payment of any such primary obligation; or

  (b) to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or

(3) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"*Controlled Investment Affiliate*" means, as to any Person, any other Person, which directly or indirectly is in control of, is controlled by, or is under common control with such Person and is organized by such Person (or any Person controlling such Person) primarily for making direct or indirect equity or debt investments in the Company and/or other companies.

"*Credit Agreement*" means the Term Loan Credit Facility, dated July 31, 2015, by and among the Company, the guarantors from time to time party thereto, Deutsche Bank AG New York Branch, as term administrative agent and term collateral agent, and each lender from time to time party thereto, together with the related documents thereto (including the revolving loans thereunder, any letters of credit and reimbursement obligations related thereto, any Guarantees and security documents), as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any one or more agreements (and related documents) governing Indebtedness, including indentures, incurred to refinance, substitute, supplement, replace or add to (including increasing the amount available for borrowing or adding or removing any Person as a borrower, issuer or guarantor thereunder, in whole or in part), the borrowings and commitments then outstanding or permitted to be outstanding under such Credit Agreement or one or more successors to the Credit Agreement or one or more new credit agreements.

"*Credit Agreement Collateral Agent*" means the collateral agent under the Credit Agreement, which, on the Issue Date, will be Deutsche Bank AG New York Branch.

"*Credit Agreement Obligations*" means any obligation to pay any unpaid principal and interest on loans made under the Credit Agreement, and all other Obligations of the Company and any guarantor or other co-

obligor under the Credit Agreement, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of or in connection with, the Credit Agreement and the related loan documentation, in each case, whether on account of principal, interest, guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, fees and disbursements of counsel of any holder of Credit Agreement Obligations that are required to be paid by the Company or any guarantor or co-obligor pursuant to the terms of the relevant loan documentation).

"*Credit Facility*" means, with respect to the Company or any of its Subsidiaries, one or more debt facilities (including the Credit Agreement and the ABL), indentures or other arrangements, commercial paper facilities and overdraft facilities with banks, other financial institutions or investors providing for revolving credit loans, term loans, notes, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), letters of credit or other Indebtedness, in each case, as amended, restated, modified, renewed, refunded, replaced, restructured, refinanced, repaid, increased or extended in whole or in part from time to time (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or other banks or institutions and whether provided under the original Credit Agreement or one or more other credit or other agreements, indentures, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including any notes and letters of credit issued pursuant thereto and any Guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other Guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facility" shall include any agreement or instrument (i) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (ii) adding Subsidiaries of the Company as additional borrowers or guarantors thereunder, (iii) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder or (iv) otherwise altering the terms and conditions thereof.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default; *provided* that any Default that results solely from the taking of an action that would have been permitted but for the continuation of a previous Default will be deemed to be cured if such previous Default is cured prior to becoming an Event of Default.

"*Designated Non-Cash Consideration*" means the fair market value (as determined in good faith by the Company) of non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Disposition that is so designated as Designated Non-Cash Consideration pursuant to an Officer's Certificate, setting forth the basis of such valuation, less the amount of cash or Cash Equivalents received in connection with a subsequent payment, redemption, retirement, sale or other disposition of such Designated Non-Cash Consideration. A particular item of Designated Non-Cash Consideration will no longer be considered to be outstanding when and to the extent it has been paid, redeemed or otherwise retired or sold or otherwise disposed of in compliance with the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."

"Designated Preferred Stock" means Preferred Stock of the Company or a Parent Entity (other than Disqualified Stock) that is issued for cash (other than to the Company or a Subsidiary of the Company or an employee stock ownership plan or trust established by the Company or any such Subsidiary for the benefit of their employees to the extent funded by the Company or such Subsidiary) and that is designated as "Designated Preferred Stock" pursuant to an Officer's Certificate of the Company at or prior to the issuance thereof, the Net Cash Proceeds of which are excluded from the calculation set forth in clause (c)(iii) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Restricted Payments."

"*Discharge*" means, with respect to any Collateral, the date on which such Obligations are no longer secured by such Collateral. The term "Discharged" shall have a corresponding meaning.

"*Disinterested Director*" means, with respect to any Affiliate Transaction, a member of the Board of Directors of the Company having no material direct or indirect financial interest in or with respect to such Affiliate Transaction. A member of the Board of Directors of the Company shall be deemed not to have such a financial interest by reason of such member's holding Capital Stock of the Company or any options, warrants or other rights in respect of such Capital Stock.

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock of such Person which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable) or upon the happening of any event:

(1) matures or is mandatorily redeemable for cash or in exchange for Indebtedness pursuant to a sinking fund obligation or otherwise; or

(2) is or may become (in accordance with its terms) upon the occurrence of certain events or otherwise redeemable or repurchasable for cash or in exchange for Indebtedness at the option of the holder of the Capital Stock in whole or in part,

in each case on or prior to the earlier of (a) the Stated Maturity of the Notes or (b) the date on which there are no Notes outstanding; *provided*, *however*, that (i) only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock and (ii) any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company to repurchase such Capital Stock upon the occurrence of a change of control or asset sale (howsoever defined or referred to) shall not constitute Disqualified Stock if any such redemption or repurchase obligation is subject to compliance by the relevant Person with the covenant described under "—Certain Covenants—Limitation on Restricted Payments"; *provided*, *however*, that if such Capital Stock is issued to any future, current or former employee, director, officer, manager or consultant (or their respective Controlled Investment Affiliates (excluding the Permitted Holders (but not excluding any future, current or former employee, director, officer, manager or consultant)) or Immediate Family Members), of the Company, any of its Subsidiaries, any Parent Entity or any other entity in which the Company or a Restricted Subsidiary has an Investment and is designated in good faith as an "affiliate" by the board of directors of the Company (or the compensation committee thereof) or any other plan for the benefit of current, former or future employees (or their respective Controlled Investment Affiliates or Immediate Family Members) of the Company or its Subsidiaries or by any such plan to such employees (or their respective Controlled Investment Affiliates or Immediate Family Members), such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Company or its Subsidiaries in order to satisfy applicable statutory or regulatory obligations.

"*Dollars*" or "*$*" means the lawful currency of the United States of America.

"*Domestic Subsidiary*" means, with respect to any Person, any Restricted Subsidiary of such Person other than a Foreign Subsidiary.

"*DTC*" means The Depository Trust Company or any successor securities clearing agency.

"*Enforcement Notice*" means written notice delivered, at a time when an Event of Default has occurred and is continuing, by either the ABL Agent or any Pari Notes Debt Agent to the other specifying the relevant Event of Default.

"*Equity Offering"* means a sale of Capital Stock (other than through the issuance of Disqualified Stock or Designated Preferred Stock or through an Excluded Contribution) other than (a) offerings registered on Form S-8 (or any successor form) under the Securities Act or any similar offering in other jurisdictions or other securities of the Company or any Parent Entity and (b) issuances of Capital Stock to any Subsidiary of the Company.

"*Euro*" means the single currency of participating member states of the economic and monetary union as contemplated in the Treaty on European Union.

"*Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"*Excluded Assets*" means means: (i) any governmental licenses or state or local franchises, charters or authorizations, to the extent a security interest in any such licenses, franchise, charter or authorization would be prohibited or restricted thereby (including any legally effective prohibition or restriction), (ii) pledges and security interests prohibited by applicable law, rule or regulation (including any legally effective requirement to obtain the consent of any governmental authority), (iii) margin stock and, to the extent prohibited by the terms of any applicable organizational documents, joint venture agreement or shareholders' agreement, equity interests in any person other than wholly-owned restricted subsidiaries, (iv) assets to the extent a security interest in such assets would result in material adverse tax consequences as reasonably determined by the Company in consultation with the ABL Administrative Agent, (v) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, (vi) any lease, license or other agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto (other than the Company or its Subsidiaries) after giving effect to the applicable anti-assignment provisions of the UCC or other similar applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other similar applicable law notwithstanding such prohibition, (vii) any Excluded Real Property, (viii) any rolling stock, (ix) deposit accounts the balance of which consists exclusively of (a) withheld income taxes and federal, state or local employment taxes and (b) amounts required to be paid over to an employee benefit plan (x) all segregated deposit accounts constituting (and the balance of which consists solely of funds set aside for the purpose of managing) disbursement, tax accounts, payroll accounts, and trust accounts.

"Excluded CFC" means any Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"*Excluded Contribution*" means Net Cash Proceeds or property or assets received by the Company as capital contributions to the equity (other than through the issuance of Disqualified Stock or Designated Preferred Stock) of the Company after the Issue Date or from the issuance or sale (other than to a Restricted Subsidiary or an employee stock ownership plan or trust established by the Company or any Subsidiary of the Company for the benefit of their employees to the extent funded by the Company or any Restricted Subsidiary) of Capital Stock (other than Disqualified Stock or Designated Preferred Stock) of the Company, in each case, to the extent designated as an Excluded Contribution pursuant to an Officer's Certificate of the Company.

"*Excluded Equity Interests*" means (a) any of the outstanding voting Equity Interests or other voting ownership interests of any Excluded CFC or FSHCO in excess of 65% of all the Equity Interests or other voting ownership interests of such Excluded CFC or FSHCO designated as having voting power, (b) any equity or other voting ownership interests in any Subsidiary that is not a first tier Subsidiary of the Issuer or a Guarantor, (c) any Equity Interests to the extent the pledge thereof would be prohibited or limited by any applicable law, rule or regulation existing on the date hereof or on the date such Equity Interests are acquired by the Issuer or a Guarantor or on the date the issuer of such Equity Interests is created, (d) the Equity Interests of a Subsidiary (other than a Wholly-Owned Subsidiary) the pledge of which would violate a contractual obligation to the owners of the other Equity Interests of such Subsidiary (other than any such owners that are the Issuer or Affiliates of the Issuer) that is binding on or relating to such Equity Interests and (e) the Equity Interests of any Unrestricted Subsidiaries.

"*Excluded Real Property*" means (a) any parcel of owned real property with a purchase price (in the case of real property acquired after the Issue Date) or fair-market value (in the case of real property owned as of the

Issue Date, with fair-market value determined as of the Issue Date) of less than $3.5 million, individually and all real property leasehold interests, (b) any real property that is subject to a Lien permitted by clause (12), (19), (20). (21) or (22) of the definition of "Permitted Liens," (c) any real property with respect to which, in the reasonable judgment of the ABL Administrative Agent (confirmed by notice to the Trustee) the cost (including as a result of adverse tax consequences) of providing a mortgage on such real property in favor of the secured parties under the Collateral Documents shall be excessive in view of the benefits to be obtained by the Holders therefrom, and (d) any real property to the extent providing a mortgage on such real property would (i) be prohibited or limited by any applicable law, rule or regulation, (ii) violate a contractual obligation to the owners of such real property (other than any such owners that are the Company or Affiliates of the Company) that is binding on or relating to such real property (other than customary nonassignment provisions which are ineffective under the UCC) or (iii) give any other party (other than a the Company or a wholly-owned Subsidiary) to any contract, agreement, instrument or indenture governing such real property the right to terminate its obligations thereunder (other than customary non-assignment provisions which are ineffective under the UCC or other applicable law).

"*Existing Secured Notes*" means any of the Company's 7.625% Senior Secured Notes due 2021.

"*Existing Unsecured Notes*" means any of the Company's 10.75% Senior Notes due 2023.

"*Existing Unsecured Notes Indenture*" meant the Indenture, dated July 31, 2015, by and among the Company, the guarantors party thereto and Wilmington Trust, National Association, as trustee.

"*fair market value*" may be conclusively established by means of an Officer's Certificate or resolutions of the Board of Directors of the Company setting out such fair market value as determined by such Officer or such Board of Directors in good faith.

"*Fitch*" means Fitch Ratings, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Fixed Charge Coverage Ratio*" means, with respect to any Person on any determination date, the ratio of Consolidated EBITDA of such Person for the most recent four consecutive fiscal quarters ending immediately prior to such determination date (the "*reference period*") for which internal consolidated financial statements are available to the Fixed Charges of such Person for reference period. In the event that the Company or any Restricted Subsidiary Incurs, assumes, Guarantees, redeems, defeases, retires or extinguishes any Indebtedness (other than Indebtedness incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) or issues or redeems Disqualified Stock or Preferred Stock subsequent to the commencement of the reference period but prior to or simultaneously with the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Fixed Charge Coverage Ratio Calculation Date*"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such Incurrence, assumption, Guarantee, redemption, defeasance, retirement or extinguishment of Indebtedness, or such issuance or redemption of Disqualified Stock or Preferred Stock, as if the same had occurred at the beginning of the applicable four-quarter period; *provided*, *however*, that for purposes of the pro forma calculation under the first paragraph under "—Certain Covenants—Limitation on Indebtedness" such calculation shall not give effect to any Indebtedness Incurred on such determination date pursuant to the provisions described in the second paragraph under "—Certain Covenants—Limitation on Indebtedness" (other than clause (5)(ii) thereof).

For purposes of making the computation referred to above, any Investments, acquisitions, dispositions, mergers, amalgamations, consolidations and disposed operations that have been made by the Company or any of its Restricted Subsidiaries, during the reference period or subsequent to the reference period and on or prior to or simultaneously with the Fixed Charge Coverage Ratio Calculation Date shall be calculated on a pro forma basis assuming that all such Investments, acquisitions, dispositions, mergers, amalgamations, consolidations and disposed or discontinued operations (and the change in any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the reference period. If since the

beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged or amalgamated with or into the Company or any of its Restricted Subsidiaries since the beginning of such period shall have made any Investment, acquisition, disposition, merger, amalgamation, consolidation or disposed or discontinued operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto for such period as if such Investment, acquisition, disposition, merger, amalgamation, consolidation or disposed operation had occurred at the beginning of the applicable reference period.

For purposes of this definition, whenever pro forma effect is to be given to a transaction, the pro forma calculations shall be made in good faith by a responsible financial or chief accounting officer of the Company (including cost savings and synergies). 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 Fixed Charge Coverage Ratio Calculation Date had been the applicable rate for the entire reference period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Company to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP. For purposes of making the computation referred to above, interest on any Indebtedness under a revolving credit facility computed with a pro forma basis shall be computed based upon the average daily balance of such Indebtedness during the reference period except as set forth in the first paragraph of this definition. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen as the Company may designate.

"*Fixed Charges*" means, with respect to any Person for any period, the sum of:

(1) Consolidated Interest Expense of such Person for such Period;

(2) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Preferred Stock of any Restricted Subsidiary of such Person during such period; and

(3) all cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Stock during this period.

"*Foreign Subsidiary*" means, with respect to any Person, any Subsidiary of such Person that is not organized or existing under the laws of the United States, any state thereof or the District of Columbia and any Subsidiary of such Subsidiary.

"FSHCO" means any Subsidiary that is not a Foreign Subsidiary that owns no material assets other than the capital stock of one or more Subsidiaries that are Excluded CFCs.

"*GAAP*" means generally accepted accounting principles in the United States of America as in effect on the date of any calculation or determination required hereunder. Except as otherwise set forth in the Indenture, all ratios and calculations based on GAAP contained in the Indenture shall be computed in accordance with GAAP as in effect on the Issue Date. At any time after the Issue Date, the Company may elect to establish that GAAP shall mean the GAAP as in effect on or prior to the date of such election; *provided* that any such election, once made, shall be irrevocable. At any time after the Issue Date, the Company may elect to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided in the Indenture), including as to the ability of the Company to make an election pursuant to the previous sentence; *provided* that any such election, once made, shall be irrevocable; *provided*, *further*, that any calculation or determination in the Indenture that require the application of GAAP for periods that include fiscal quarters ended prior to the Company's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP; *provided*, *further again*, that the Company may only make such election if it also elects to report any subsequent financial reports required to be made by the Company, including pursuant to Section 13 or Section 15(d) of the Exchange Act and the covenants set forth

under "—Certain Covenants—Reports," in IFRS. The Company shall give notice of any such election made in accordance with this definition to the Trustee and the Holders.

"*Grantor*" means the Company and the Guarantors.

"*Guarantee*" means, any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person, including any such obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

(2) entered into primarily for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part),

provided, *however*, that the term "Guarantee" will not include (x) endorsements for collection or deposit in the ordinary course of business or consistent with past practice and (y) standard contractual indemnities or product warranties provided in the ordinary course of business, and *provided further* that the amount of any Guarantee shall be deemed to be the lower of (i) an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made and (ii) the maximum amount for which such guaranteeing Person may be liable pursuant to the terms of the instrument embodying such Guarantee or, if such Guarantee is not an unconditional guarantee of the entire amount of the primary obligation and such maximum amount is not stated or determinable, the amount of such guaranteeing Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith. The term "Guarantee" used as a verb has a corresponding meaning.

"*Guarantor"* means any Restricted Subsidiary that Guarantees the Notes, until such Note Guarantee is released in accordance with the terms of the Indenture.

"*Hedging Obligations*" means, with respect to any Person, the obligations of such person under any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, commodity swap agreement, commodity cap agreement, commodity collar agreement, foreign exchange contracts, currency swap agreement or similar agreement providing for the transfer or mitigation of interest rate, commodity price or currency risks either generally or under specific contingencies.

"*Holder*" means each Person in whose name the Notes are registered on the registrar's books, which shall initially be the respective nominee of DTC.

"*IFRS*" means the international financial reporting standards as issued by the International Accounting Standards Board as in effect from time to time.

"*Immaterial Subsidiary*" means, at any date of determination, each Restricted Subsidiary of the Company that (i) has not guaranteed any other Indebtedness of the Company and (ii) has Total Assets and revenues of less than 5.0% of Total Assets and, together with all other Immaterial Subsidiaries (as determined in accordance with GAAP), has Total Assets and revenues of less than 10.0% of Total Assets, in each case, measured at the end of the most recent fiscal period for which internal financial statements are available and revenues on a pro forma basis giving effect to any acquisitions or dispositions of companies, division or lines of business since such balance sheet date or the start of such four quarter period, as applicable, and on or prior to the date of acquisition of such Subsidiary.

"*Immediate Family Members*" means, with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified

domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor.

"*Incur*" means issue, create, assume, enter into any Guarantee of, incur, extend or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, amalgamation, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing and any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder.

"*Indebtedness*" means, with respect to any Person on any date of determination (without duplication):

(1) the principal of Indebtedness of such Person for borrowed money;

(2) the principal of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all reimbursement obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have not been reimbursed) (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within 30 days of Incurrence);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except trade payables or similar obligations to trade creditors), which purchase price is due more than one year after the date of placing such property in service or taking final delivery and title thereto;

(5) Capitalized Lease Obligations of such Person;

(6) the principal component of all obligations, or liquidation preference, of such Person with respect to any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided*, *however*, that the amount of such Indebtedness will be the lesser of (a) the fair market value of such asset at such date of determination (as determined in good faith by the Company) and (b) the amount of such Indebtedness of such other Persons;

(8) Guarantees by such Person of the principal component of Indebtedness of the type referred to in clauses (1), (2), (3), (4), (5) and (9) of other Persons to the extent Guaranteed by such Person; and

(9) to the extent not otherwise included in this definition, net obligations of such Person under Hedging Obligations (the amount of any such obligations to be equal at any time to the net payments under such agreement or arrangement giving rise to such obligation that would be payable by such Person at the termination of such agreement or arrangement);

with respect to clauses (1), (2), (4) and (5) above, if and to the extent that any of the foregoing Indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP; provided, that Indebtedness of any Parent Entity appearing upon the balance sheet of the Company solely by reason of push-down accounting under GAAP shall be excluded.

The term "Indebtedness" shall not include any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under GAAP as in effect on the Issue Date, any

prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practice, or obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) Incurred prior to the Issue Date or in the ordinary course of business or consistent with past practice.

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amount of funds borrowed and then outstanding. The amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount of Indebtedness, or liquidation preference thereof, in the case of any other Indebtedness. Indebtedness shall be calculated without giving effect to the effects of Topic No. 815 and related interpretations to the extent such effects would otherwise increase or decrease an amount of Indebtedness for any purpose under the Indenture as a result of accounting for any embedded derivatives created by the terms of such Indebtedness.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

(i) Contingent Obligations Incurred in the ordinary course of business or consistent with past practice, other than Guarantees or other assumptions of Indebtedness;

(ii) Obligations under or in respect of Receivables Facilities;

(iii) Cash Management Services;

(iv) any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under GAAP as in effect on the Issue Date or any prepayments of deposits received from clients or customers in the ordinary course of business or consistent with past practice;

(v) obligations under any license, permit or other approval (or Guarantees given in respect of such obligations) incurred prior to the Issue Date or in the ordinary course of business or consistent with past practice;

(vi) in connection with the purchase by the Company or any Restricted Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid in a timely manner;

(vii) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes;

(viii) Indebtedness of any Parent Entity appearing on the balance sheet of the Company solely by reason of push down accounting under GAAP;

(ix) Capital Stock (other than Disqualified Stock); or

(x) amounts owed to dissenting stockholders in connection with, or as a result of, their exercise of appraisal rights and the settlement of any claims or action (whether actual, contingent or potential) with respect thereto (including any accrued interest), with respect to the Acquisition Transactions.

"*Independent Financial Advisor*" means an accounting, appraisal, investment banking firm or consultant to Persons engaged in Similar Businesses of nationally recognized standing; *provided*, *however*, that such firm or appraiser is not an Affiliate of the Company.

"*Intercreditor Agreements*" means, collectively, the ABL-Notes Intercreditor Agreement and the Pari Passu Intercreditor Agreement.

"*Investment*" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of advances, loans or other extensions of credit (other than advances or extensions of

credit to customers, suppliers, directors, officers or employees of any Person in the ordinary course of business or consistent with past practice, and excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or the Incurrence of a Guarantee of any obligation of, or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such other Persons and all other items that are or would be classified as investments on a balance sheet prepared on the basis of GAAP; *provided*, *however*, that endorsements of negotiable instruments and documents in the ordinary course of business or consistent with past practice will not be deemed to be an Investment. If the Company or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Company or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment at such time.

For purposes of "—Certain Covenants—Limitation on Restricted Payments" and "—Designation of Restricted and Unrestricted Subsidiaries":

(1) "*Investment*" will include the portion (proportionate to the Company's equity interest in a Restricted Subsidiary to be designated as an Unrestricted Subsidiary) of the fair market value of the net assets of such Restricted Subsidiary of the Company at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company will be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary in an amount (if positive) equal to (a) the Company's "Investment" in such Subsidiary at the time of such redesignation less (b) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets (as determined by the Company) of such Subsidiary at the time that such Subsidiary is so re-designated a Restricted Subsidiary; and

(2) any property transferred to or from an Unrestricted Subsidiary will be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Company.

"*Investment Grade Securities*" means:

(1) securities issued or directly and fully Guaranteed or insured by the United States or Canadian government or any agency or instrumentality thereof (other than Cash Equivalents);

(2) securities issued or directly and fully guaranteed or insured by a member of the European Union, or any agency or instrumentality thereof (other than Cash Equivalents);

(3) debt securities or debt instruments with a rating of "A-" or higher from S&P or "A3" or higher by Moody's or the equivalent of such rating by such rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Ratings Organization, but excluding any debt securities or instruments constituting loans or advances among the Company and its Subsidiaries; and

(4) investments in any fund that invests exclusively in investments of the type described in clauses (1), (2) and (3) above which fund may also hold cash and Cash Equivalents pending investment or distribution.

"*Investment Grade Status*" shall occur when the Notes receive two of the following:

(1) a rating of "BBB-" or higher from S&P;

(2) a rating of "Baa3" or higher from Moody's; or

(3) a rating of "BBB-" or higher from Fitch,

or the equivalent of such rating by either any rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Ratings Organization.

"*Issue Date*" means , 2016.

"*Junior Lien Priority*" means, relative to specified Indebtedness, having a junior Lien priority on specified Collateral and the holders of which are subject to either the ABL-Notes Intercreditor Agreement or, to the extent such Indebtedness is secured by Liens that are junior to the Liens on Collateral securing the Notes Obligations, an intercreditor agreement in a customary market form (as determined by the Issuer) that neither contravenes nor prohibited by definitive documentation governing other Indebtedness secured by any Collateral and the Indenture.

"*Lien*" means any mortgage, pledge, security interest, encumbrance, lien, hypothecation or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof); *provided*, that in no event shall an operating lease to be deemed to constitute a Lien.

"*LTM EBITDA*" means Consolidated EBITDA of the Company measured for the period of the most recent four consecutive fiscal quarters ending prior to the date of such determination for which internal consolidated financial statements of the Company are available, in each case with such pro forma adjustments giving effect to such Indebtedness, acquisition or Investment, as applicable, since the start of such four quarter period and as are consistent with the pro forma adjustments set forth in the definition of "Fixed Charge Coverage Ratio."

"*Management Advances*" means loans or advances made to, or Guarantees with respect to loans or advances made to, directors, officers, employees or consultants of any Parent Entity, the Company or any Restricted Subsidiary:

(1) (a) in respect of travel, entertainment or moving related expenses Incurred in the ordinary course of business or consistent with past practice or (b) for purposes of funding any such person's purchase of Capital Stock (or similar obligations) of the Company, its Subsidiaries or any Parent Entity with (in the case of this sub-clause (b)) the approval of the Board of Directors;

(2) in respect of moving related expenses Incurred in connection with any closing or consolidation of any facility or office; or

(3) not exceeding $40.0 million in the aggregate outstanding at any time.

"*Management Stockholders*" means the members of management of the Company (or any Parent Entity) or its Subsidiaries who are holders of Capital Stock of the Company or of any Parent Entity on the Issue Date.

"*Market Capitalization*" means an amount equal to (i) the total number of issued and outstanding shares of common Capital Stock of the Company or any Parent Entity on the date of the declaration of a Restricted Payment permitted pursuant to clause (10) of the second paragraph under "—Certain Covenants—Limitation on Restricted Payments" multiplied by (ii) the arithmetic mean of the closing prices per share of such common Capital Stock on the principal securities exchange on which such common Capital Stock are traded for the 30 consecutive trading days immediately preceding the date of declaration of such Restricted Payment.

"*Maximum ABL Facility Amount*" means the greatest of (i) a principal amount of $175.0 million, (ii) an amount equal to the Borrowing Base at the time the applicable ABL Obligations were incurred and (iii) an amount equal to the aggregate principal amount of all Qualifying ABL Facility Indebtedness. "*Qualifying ABL Facility Indebtedness*" shall mean the aggregate principal amount of indebtedness incurred under the ABL (or any other applicable Credit Facility that is subject to the ABL-Notes Intercreditor Agreement) that was incurred in compliance with the Indenture (and any other documents governing Other Pari Passu Lien Obligations (if any)) (it being understood that in order for any indebtedness to qualify as "Qualifying ABL Facility Indebtedness," the Indenture (and the documents governing Other Pari Passu Lien Obligations (if any)) must have permitted (x) the incurrence of such indebtedness and (y) the incurrence of the Liens granted as security therefor with the priority provided for under the ABL-Notes Intercreditor Agreement.

"*Maximum Note Amount*" shall mean the greater of (i) a principal amount of $350.0 million and (ii) an amount equal to the aggregate principal amount of all Qualifying Senior Secured Note Indebtedness. "*Qualifying*

Senior Secured Note Indebtedness" shall mean the aggregate principal amount of indebtedness incurred under the Indenture and the Credit Agreement (and Other Pari Passu Lien Obligations (if any)) that was incurred in compliance with the ABL (or any other applicable Credit Facility that is subject to the ABL-Notes Intercreditor Agreement) (it being understood that in order for any indebtedness to qualify as "Qualifying Senior Secured Note Indebtedness," the ABL (or any other applicable Credit Facility) must have permitted (x) the incurrence of such indebtedness and (y) the incurrence of the Liens granted as security therefor with the priority provided forunder the ABL-Notes Intercreditor Agreement.

"*Moody's*" means Moody's Investors Service, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Nationally Recognized Statistical Rating Organization*" means a nationally recognized statistical rating organization within the meaning of Rule 436 under the Securities Act.

"*Net Available Cash*" from an Asset Disposition means cash payments received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and net proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal, accounting, investment banking, title and recording tax expenses, commissions and other fees and expenses Incurred, and all Taxes paid, reasonably estimated to be actually payable or accrued as a liability under GAAP (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Company and after taking into account any available tax credits or deductions and any tax sharing agreements), as a consequence of such Asset Disposition, including distributions for Related Taxes;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon such assets, or which by applicable law be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders (other than any Parent Entity, the Company or any of its respective Subsidiaries) in Subsidiaries or joint ventures as a result of such Asset Disposition;

(4) the deduction of appropriate amounts required to be provided by the seller as a reserve, on the basis of GAAP, against any liabilities associated with the assets disposed of in such Asset Disposition and retained by the Company or any Restricted Subsidiary after such Asset Disposition; and

(5) any funded escrow established pursuant to the documents evidencing such sale or disposition to secure and indemnification obligation on adjustments to the purchase price associated with any such Asset Disposition.

"*Net Cash Proceeds*," with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of Taxes paid or reasonably estimated to be actually payable as a result of such issuance or sale (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Company and after taking into account any available tax credit or deductions and any tax sharing agreements, and including distributions for Related Taxes).

"*Non-Guarantor Subsidiary*" means any Restricted Subsidiary of the Company that is not a Guarantor.

"*Note Documents*" means the Notes (including Additional Notes), the Note Guarantees, the Collateral Documents, the ABL-Notes Intercreditor Agreement, the Pari Passu Intercreditor Agreement and the Indenture.

"*Notes Collateral*" means the portion of the Collateral as to which the Notes and the Guarantees have a first-priority security interest (subject to any Permitted Liens) as described under "—Security—Notes Collateral."

"*Notes Collateral Agent*" means Wilmington Trust, National Association together with its successors and assigns.

"*Obligations*" means any principal, interest (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company or any Guarantor whether or not a claim for Post-Petition Interest is allowed in such proceedings), penalties, fees, indemnifications, reimbursements (including, without limitation, reimbursement obligations with respect to letters of credit and bankers' acceptances), damages and other liabilities payable under the documentation governing any Indebtedness.

"*Officer*" means, with respect to any Person, (1) the Chairman of the Board of Directors, the Chief Executive Officer, the President, the Chief Financial Officer, any Vice President, the Treasurer, any Managing Director, or the Secretary (a) of such Person or (b) if such Person is owned or managed by a single entity, of such entity, or (2) any other individual designated as an "Officer" for the purposes of the Indenture by the Board of Directors of such Person.

"*Officer's Certificate*" means, with respect to any Person, a certificate signed by one Officer of such Person.

"*Opinion of Counsel*" means a written opinion from legal counsel who is reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Company or its Subsidiaries.

"*Other Pari Passu Lien Obligations*" means any Indebtedness or other Obligations (including Hedging Obligations) having Pari Passu Lien Priority relative to the Notes with respect to the Collateral; provided that an authorized representative of the holders of such Indebtedness shall have executed a joinder to the ABL-Notes Intercreditor Agreement and the Pari Passu Intercreditor Agreement.

"*Parent Entity*" means any, direct or indirect, parent of the Company.

"*Parent Entity Expenses*" means:

(1) costs (including all professional fees and expenses) Incurred by any Parent Entity in connection with reporting obligations under or otherwise Incurred in connection with compliance with applicable laws, rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, the Indenture or any other agreement or instrument relating to the Notes, the Guarantees or any other Indebtedness of the Company or any Restricted Subsidiary, including in respect of any reports filed or delivered with respect to the Securities Act, Exchange Act or the respective rules and regulations promulgated thereunder;

(2) customary indemnification obligations of any Parent Entity owing to directors, officers, employees or other Persons under its articles, charter, by-laws, partnership agreement or other organizational documents or pursuant to written agreements with any such Person to the extent relating to the Company and its Subsidiaries;

(3) obligations of any Parent Entity in respect of director and officer insurance (including premiums therefor) to the extent relating to the Company and its Subsidiaries;

(4) (x) general corporate overhead expenses, including professional fees and expenses and (y) other operational expenses of any Parent Entity related to the ownership or operation of the business of the Company or any of its Restricted Subsidiaries;

(5) expenses Incurred by any Parent Entity in connection with any offering, sale, conversion or exchange of Capital Stock or Indebtedness; and

(6) amounts to finance Investments that would otherwise be permitted to be made pursuant to the covenant described above under "—Certain Covenants—Limitation on Restricted Payments" if made by the

Company; provided, that (A) such Restricted Payment shall be made substantially concurrently with the closing of such Investment, (B) such direct or indirect parent company shall, immediately following the closing thereof, cause (1) all property acquired (whether assets or Capital Stock) to be contributed to the capital of the Company or one of its Restricted Subsidiaries or (2) the merger, consolidation or amalgamation of the Person formed or acquired into the Company or one of its Restricted Subsidiaries (to the extent not prohibited by the covenant described under the caption "—Certain Covenants—Merger, Amalgamation and Consolidation" above) in order to consummate such Investment, (C) such direct or indirect parent company and its Affiliates (other than the Company or a Restricted Subsidiary) receives no consideration or other payment in connection with such transaction except to the extent the Company or a Restricted Subsidiary could have given such consideration or made such payment in compliance with the Indenture and such consideration or other payment is included as a Restricted Payment under the Indenture, (D) any property received by the Company shall not increase amounts available for Restricted Payments pursuant to clause (3) of the covenant described under the caption "—Certain Covenants—Limitation on Restricted Payments" and (E) such Investment shall be deemed to be made by the Company or such Restricted Subsidiary pursuant to another provision of this covenant or pursuant to the definition of "Permitted Investments."

"*Pari Notes Debt Agent*" means the Notes Collateral Agent, the Credit Agreement Collateral Agent and each collateral agent or other representative of the holders of Other Pari Passu Lien Obligations.

"*Pari Notes Debt Secured Parties*" means the Noteholder Secured Parties, the holders of Credit Agreement Obligations and the holders of Other Pari Passu Lien Obligations.

"*Pari Passu Indebtedness*" means Indebtedness of the Company which ranks equally in right of payment to the Notes or of any Guarantor if such Indebtedness ranks equally in right of payment to the Guarantees of the Notes.

"*Pari Passu Intercreditor Agreement*" means the Pari Passu Intercreditor Agreement, dated as of July 31, 2015, by and among, inter alios, the Company, the other grantors party thereto, the Credit Agreement Collateral Agent and each additional representative party thereto from time to time, as amended, modified, supplemented, substituted, replaced or restated, in whole or in part, from time to time.

"*Pari Passu Lien Priority*" means, relative to specified Indebtedness, having equal Lien priority on specified Collateral and the holders of which are subject to the Pari Passu Intercreditor Agreement or, in the case of ABL Obligations, the ABL-Notes Intercreditor Agreement.

"*Paying Agent*" means any Person authorized by the Company to pay the principal of (and premium, if any) or interest on any Note on behalf of the Company.

"*Permitted Asset Swap*" means the concurrent purchase and sale or exchange of assets used or useful in a Similar Business or a combination of such assets and cash, Cash Equivalents between the Company or any of its Restricted Subsidiaries and another Person; *provided* that any cash or Cash Equivalents received in excess of the value of any cash or Cash Equivalents sold or exchanged must be applied in accordance with the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."

"*Permitted Holders*" means, collectively, (i) the Sponsor, (ii) any one or more Persons, together with such Persons' Affiliates, whose beneficial ownership constitutes or results in a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indenture, (iii) the Management Stockholders, (iv) any Person who is acting solely as an underwriter in connection with a public or private offering of Capital Stock of any Parent Entity or the Company, acting in such capacity and (v) any group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such group and without giving effect to the

existence of such group or any other group, Persons referred to in clauses (i) through (iv), collectively, have beneficial ownership of more than 50% of the total voting power of the Voting Stock of the Company or any Parent Entity held by such group.

"*Permitted Investment*" means (in each case, by the Company or any of its Restricted Subsidiaries):

(1) Investments in (a) a Restricted Subsidiary (including the Capital Stock of a Restricted Subsidiary) or the Company or (b) a Person (including the Capital Stock of any such Person) that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) Investments in another Person if such Person is engaged in any Similar Business and as a result of such Investment such other Person is merged, amalgamated, consolidated or otherwise combined with or into, or transfers or conveys all or substantially all its assets to, the Company or a Restricted Subsidiary;

(3) Investments in cash, Cash Equivalents or Investment Grade Securities;

(4) Investments in receivables owing to the Company or any Restricted Subsidiary created or acquired in the ordinary course of business or consistent with past practice;

(5) Investments in payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business or consistent with past practice;

(6) Management Advances;

(7) Investments received in settlement of debts created in the ordinary course of business or consistent with past practice and owing to the Company or any Restricted Subsidiary or in exchange for any other Investment or accounts receivable held by the Company or any such Restricted Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor or otherwise with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(8) Investments made as a result of the receipt of non-cash consideration from a sale or other disposition of property or assets, including an Asset Disposition;

(9) Investments existing or pursuant to agreements or arrangements in effect on the Issue Date and any modification, replacement, renewal or extension thereof; provided that the amount of any such Investment may not be increased except (a) as required by the terms of such Investment as in existence on the Issue Date or (b) as otherwise permitted under the Indenture;

(10) Hedging Obligations, which transactions or obligations are Incurred in compliance with "—Certain Covenants—Limitation on Indebtedness";

(11) pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or Liens otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under the covenant described under "—Certain Covenants—Limitation on Liens";

(12) any Investment to the extent made using Capital Stock of the Company (other than Disqualified Stock) or Capital Stock of any Parent Entity as consideration;

(13) any transaction to the extent constituting an Investment that is permitted and made in accordance with the provisions of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Affiliate Transactions" (except those described in clauses (1), (3), (6), (7), (8), (9), (12) and (14) of that paragraph);

(14) Investments consisting of purchases and acquisitions of inventory, supplies, materials and equipment or licenses or leases of intellectual property, in any case, in the ordinary course of business and in accordance with the Indenture;

(15) (i) Guarantees of Indebtedness not prohibited by the covenant described under "—Certain Covenants—Limitation on Indebtedness" and (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business, and (ii) performance guarantees with respect to obligations that are permitted by the Indenture;

(16) Investments consisting of earnest money deposits required in connection with a purchase agreement, or letter of intent, or other acquisitions to the extent not otherwise prohibited by the Indenture;

(17) Investments of a Restricted Subsidiary acquired after the Issue Date or of an entity merged or amalgamated into the Company or merged or amalgamated into or consolidated with a Restricted Subsidiary after the Issue Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger, amalgamation or consolidation and were in existence on the date of such acquisition, merger, amalgamation or consolidation;

(18) Investments consisting of licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons;

(19) contributions to a "rabbi" trust for the benefit of employees or other grantor trust subject to claims of creditors in the case of a bankruptcy of the Company;

(20) Investments in joint ventures and similar entities and Unrestricted Subsidiaries having an aggregate fair market value, when taken together with all other Investments made pursuant to this clause that are at the time outstanding, not to exceed the greater of $100.0 million and 25% of LTM EBITDA at the time of such Investment (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value);

(21) additional Investments having an aggregate fair market value, taken together with all other Investments made pursuant to this clause (21) that are at that time outstanding, not to exceed the greater of $200.0 million and 50% of LTM EBITDA (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) plus the amount of any distributions, dividends, payments or other returns in respect of such Investments (without duplication for purposes of the covenant described in the section entitled "—Certain Covenants—Limitation on Restricted Payments" of any amounts applied pursuant to clause (c) of the first paragraph of such covenant); *provided* that if such Investment is in Capital Stock of a Person that subsequently becomes a Restricted Subsidiary, such Investment shall thereafter be deemed permitted under clause (1) or (2) above and shall not be included as having been made pursuant to this clause (21);

(22) any Investment in a Similar Business having an aggregate fair market value, taken together with all other Investments made pursuant to this clause that are at that time outstanding, not to exceed the greater of $100.0 million and 25% of LTM EBITDA (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value) plus the amount of any distributions, dividends, payments or other returns in respect of such Investments (without duplication for purposes of the covenant described in the section entitled "—Certain Covenants—Limitation on Restricted Payments" of any amounts applied pursuant to clause (c) of the first paragraph of such covenant); provided that if such Investment is in Capital Stock of a Person that subsequently becomes a Restricted Subsidiary, such Investment shall thereafter be deemed permitted under clause (1) or (2) above and shall not be included as having been made pursuant to this clause;

(23) Investments relating to a Receivables Subsidiary that, in the good faith determination of the Company, are necessary or advisable to effect any Receivables Facility or any repurchase in connection therewith;

(24) Investments in connection with the Acquisition Transactions;

(25) repurchases of Notes;

(26) Investments by an Unrestricted Subsidiary entered into prior to the day such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary as described under the caption "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries"; and

(27) transactions entered into in order to consummate a Permitted Tax Restructuring.

"*Permitted Liens*" means, with respect to any Person:

(1) Liens on assets or property of a Restricted Subsidiary that is not a Guarantor securing Indebtedness of any Restricted Subsidiary that is not a Guarantor;

(2) pledges, deposits or Liens under workmen's compensation laws, payroll taxes, unemployment insurance laws, social security laws or similar legislation, or insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements), or in connection with bids, tenders, completion guarantees, contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure the performance of bids, trade contracts, government contracts and leases, statutory obligations, surety, stay, indemnity, judgment, customs, appeal or performance bonds, return-of-money bonds, bankers' acceptance facilities (or other similar bonds, instruments or obligations), obligations in respect of letters of credit, bank guarantees or similar instruments that have been posted to support the same, or as security for contested taxes or import or customs duties or for the payment of rent, or other obligations of like nature, in each case Incurred in the ordinary course of business;

(3) Liens with respect to outstanding motor vehicle fines and Liens imposed by law, including carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's, construction contractors' or other like Liens, in each case for sums not yet overdue for a period of more than 60 days or that are bonded or being contested in good faith by appropriate proceedings;

(4) Liens for Taxes, assessments or governmental charges which are not overdue for a period of more than 30 days or which are being contested in good faith by appropriate proceedings diligently conducted; provided that appropriate reserves required pursuant to GAAP (or other applicable accounting principles) have been made in respect thereof;

(5) encumbrances, charges, ground leases, easements (including reciprocal easement agreements), survey exceptions, restrictions, encroachments, protrusions, by-law, regulation, zoning restrictions or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Company and its Restricted Subsidiaries or to the ownership of their properties, including servicing agreements, development agreements, site plan agreements, subdivision agreements, facilities sharing agreements, cost sharing agreement and other agreements, which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Company and its Restricted Subsidiaries;

(6) Liens (a) on assets or property of the Company or any Restricted Subsidiary securing Hedging Obligations or Cash Management Services permitted under the Indenture; (b) that are contractual rights of set-off or, in the case of clause (i) or (ii) below, other bankers' Liens (i) relating to treasury, depository and cash management services or any automated clearing house transfers of funds in the ordinary course of business and not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Company or any Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of the Company or any Restricted Subsidiary in the ordinary course of business; (c) on cash accounts securing Indebtedness incurred under clause (8)(c) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Indebtedness" with financial institutions; (d) encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the ordinary course of business, consistent with past practice and not for speculative purposes; and/or (e) (i) of a collection bank arising under Section 4-210 of the UCC on items in the course of collection and (ii) in favor of a banking

institution arising as a matter of law encumbering deposits (including the right of set-off) arising in the ordinary course of business in connection with the maintenance of such accounts and (iii) arising under customary general terms of the account bank in relation to any bank account maintained with such bank and attaching only to such account and the products and proceeds thereof, which Liens, in any event, do not to secure any Indebtedness;

(7) leases, licenses, subleases and sublicenses of assets (including real property and intellectual property rights), in each case entered into in the ordinary course of business;

(8) Liens securing or otherwise arising out of judgments, decrees, attachments, orders or awards not giving rise to an Event of Default so long as (a) any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated, (b) the period within which such proceedings may be initiated has not expired or (c) no more than 60 days have passed after (i) such judgment, decree, order or award has become final or (ii) such period within which such proceedings may be initiated has expired;

(9) Liens (i) on assets or property of the Company or any Restricted Subsidiary for the purpose of securing Capitalized Lease Obligations, or Purchase Money Obligations, or securing the payment of all or a part of the purchase price of, or securing other Indebtedness Incurred to finance or refinance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business; *provided* that (a) the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under the Indenture and (b) any such Liens may not extend to any assets or property of the Company or any Restricted Subsidiary other than assets or property acquired, improved, constructed or leased with the proceeds of such Indebtedness and any improvements or accessions to such assets and property and (ii) on any interest or title of a lessor under any Capitalized Lease Obligations or operating lease;

(10) Liens perfected or evidenced by UCC financing statement filings, including precautionary UCC financing statements, (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Company and its Restricted Subsidiaries in the ordinary course of business;

(11) Liens existing on the Issue Date, excluding Liens securing the Credit Agreement, ABL or the Notes;

(12) Liens on property, other assets or shares of stock of a Person at the time such Person becomes a Restricted Subsidiary (or at the time the Company or a Restricted Subsidiary acquires such property, other assets or shares of stock, including any acquisition by means of a merger, amalgamation, consolidation or other business combination transaction with or into the Company or any Restricted Subsidiary); *provided*, *however*, that such Liens are not created, Incurred or assumed in anticipation of or in connection with such other Person becoming a Restricted Subsidiary (or such acquisition of such property, other assets or stock); *provided*, *further*, that such Liens are limited to all or part of the same property, other assets or stock (plus improvements, accession, proceeds or dividends or distributions in connection with the original property, other assets or stock) that secured (or, under the written arrangements under which such Liens arose, could secure) the obligations to which such Liens relate;

(13) Liens on assets or property of the Company or any Restricted Subsidiary securing Indebtedness or other obligations of the Company or such Restricted Subsidiary owing to the Company or another Restricted Subsidiary, or Liens in favor of the Company or any Restricted Subsidiary;

(14) Liens securing Refinancing Indebtedness Incurred to refinance Indebtedness that was previously so secured, and permitted to be secured under the Indenture; *provided* that any such Lien is limited to all or part of the same property or assets (plus improvements, accessions, proceeds or dividends or distributions in respect thereof) that secured (or, under the written arrangements under which the original Lien arose, could secure) the Indebtedness being refinanced or is in respect of property that is or could be the security for or subject to a Permitted Lien hereunder;

(15) (a) mortgages, liens, security interests, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other

third party on property over which the Company or any Restricted Subsidiary of the Company has easement rights or on any leased property and subordination or similar arrangements relating thereto and (b) any condemnation or eminent domain proceedings affecting any real property;

(16) any encumbrance or restriction (including put and call arrangements) with respect to Capital Stock of any joint venture or similar arrangement pursuant to any joint venture or similar agreement;

(17) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(18) Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(19) Liens securing Indebtedness permitted to be Incurred pursuant to clauses (1) (provided that (a) in the case of subclause (X) thereof, such Liens, in the case of subclause (x)(I)(b)(i), shall have Pari Passu Lien Priority or, in the case of subclause (x)(I)(b)(ii), if such debt is secured by a Lien on Collateral, such Lien shall have Junior Lien Priority in respect of the Collateral relative to the Notes and (b) in the case of subclause (Y) thereof, such Liens shall have Pari Passu Lien Priority in respect of the ABL Collateral relative to the ABL Obligations and Junior Lien Priority in respect of the Notes Collateral relative to the Notes), (14) or (19) (provided that, in the case of clause (19), such Liens are limited to all or part of the equipment acquired with the proceeds of such Indebtedness) of the second paragraph under "—Certain Covenants—Limitation on Indebtedness";

(20) Liens to secure Indebtedness permitted by clause (5) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Indebtedness"; *provided* that such Liens shall only be permitted if (x) such Liens are limited to all or part of the same property or assets, including Capital Stock (plus improvements, accessions, proceeds or dividends or distributions in respect thereof, or replacements of any thereof) acquired, or of any Person acquired or merged, consolidated or amalgamated with or into the Company or any Restricted Subsidiary, in any transaction to which such Indebtedness relates or (y) on the date of the Incurrence of such Indebtedness after giving effect to such Incurrence, (A) the Consolidated First Lien Leverage Ratio would equal or be less than the Consolidated First Lien Leverage Ratio immediately prior to giving effect thereto, in which case such Liens shall have Pari Passu Lien Priority in respect of the Collateral relative to the Notes or (B) the Consolidated Secured Leverage Ratio would equal or be less than the Consolidated Secured Leverage Ratio immediately prior to giving effect thereto, in which case such Liens shall have Junior Lien Priority in respect of the Collateral relative to the Notes;

(21) Liens Incurred to secure Obligations in respect of any Indebtedness permitted by clause (7) of the second paragraph of the covenant described under "—Certain Covenants—Limitation on Indebtedness";

(22) Liens to secure Indebtedness of any Non-Guarantor covering only the assets of such Subsidiary;

(23) Liens on Capital Stock or other securities or assets of any Unrestricted Subsidiary that secure Indebtedness of such Unrestricted Subsidiary;

(24) any security granted over the marketable securities portfolio described in clause (9) of the definition of "Cash Equivalents" in connection with the disposal thereof to a third party;

(25) Liens on (i) goods the purchase price of which is financed by a documentary letter of credit issued for the account of the Company or any Restricted Subsidiary or Liens on bills of lading, drafts or other documents of title arising by operation of law or pursuant to the standard terms of agreements relating to letters of credit, bank guarantees and other similar instruments and (ii) specific items of inventory of other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(26) Liens on equipment of the Company or any Restricted Subsidiary and located on the premises of any client or supplier in the ordinary course of business;

(27) Liens on assets or securities deemed to arise in connection with and solely as a result of the execution, delivery or performance of contracts to sell such assets or securities if such sale is otherwise permitted by the Indenture;

(28) Liens arising by operation of law or contract on insurance policies and the proceeds thereof to secure premiums thereunder, and Liens, pledges and deposits in the ordinary course of business securing liability for premiums or reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefits of) insurance carriers;

(29) Liens solely on any cash earnest money deposits made in connection with any letter of intent or purchase agreement permitted under the Indenture;

(30) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Permitted Investments to be applied against the purchase price for such Investment, and (ii) consisting of an agreement to sell any property in an asset sale permitted under the covenant described under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock," in each case, solely to the extent such Investment or asset sale, as the case may be, would have been permitted on the date of the creation of such Lien;

(31) Liens securing Indebtedness and other obligations in an aggregate principal amount not to exceed the greater of $100.0 million and 25% of LTM EBITDA at any one time outstanding;

(32) Liens then existing with respect to assets of an Unrestricted Subsidiary on the day such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary as described under the caption "—Certain Covenants—Designation of Restricted and Unrestricted Subsidiaries";

(33) Liens Incurred to secure Obligations in respect of any Indebtedness permitted to be Incurred pursuant to the covenant described under "—Certain Covenants—Limitation on Indebtedness"; *provided* that with respect to liens securing obligations permitted under this clause, at the time of Incurrence and after giving pro forma effect thereto, (a) the Consolidated First Lien Leverage Ratio would be no greater than 4.00 to 1.00, in which case such Liens may have Pari Passu Lien Priority in respect of the Collateral relative to the Notes or (b) the Consolidated Secured Leverage Ratio would be no greater than 5.00 to 1.00, in which case such Liens may either (i) be over assets or property of the Company or any Restricted Subsidiary other than the Collateral or (ii) have Junior Lien Priority in respect of the Collateral relative to the Notes;

(34) Liens deemed to exist in connection with Investments in repurchase agreements permitted the covenant described under "—Certain Covenants—Limitation on Indebtedness" provided that such Liens do not extend to any assets other than those that are the subject of such repurchase agreement;

(35) Liens on accounts receivable and related assets incurred in connection with a Receivables Facility;

(36) Settlement Liens;

(37) rights of recapture of unused real property in favor of the seller of such property set forth in customary purchase agreements and related arrangements with any government, statutory or regulatory authority;

(38) the rights reserved to or vested in any Person or government, statutory or regulatory authority by the terms of any lease, license, franchise, grant or permit held by the Company or any Restricted Subsidiary or by a statutory provision, to terminate any such lease, license, franchise, grant or permit, or to require annual or periodic payments as a condition to the continuance thereof;

(39) restrictive covenants affecting the use to which real property may be put;

(40) Liens or covenants restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put; provided that such Liens or covenants do not interfere with the ordinary conduct of the business of the Company or any Restricted Subsidiary; or

(41) Liens arising in connection with any Permitted Tax Restructuring or any Intercompany License Agreements.

In the event that a Permitted Lien meets the criteria of more than one of the types of Permitted Liens (at the time of incurrence or at a later date), the Company in its sole discretion may divide, classify or from time to time reclassify all or any portion of such Permitted Lien in any manner that complies with the Indenture and such Permitted Lien shall be treated as having been made pursuant only to the clause or clauses of the definition of Permitted Lien to which such Permitted Lien has been classified or reclassified.

"*Permitted Tax Distribution*" means:

(a) if and for so long as the Company is a member of a group filing a consolidated or combined tax return with any Parent Entity, any dividends or other distributions to fund any income Taxes for which such Parent Entity is liable up to an amount not to exceed with respect to such Taxes the amount of any such Taxes that the Company and its Subsidiaries would have been required to pay on a separate company basis or on a consolidated basis calculated as if the Company and its Subsidiaries had paid Tax on a consolidated, combined, group, affiliated or unitary basis on behalf of an affiliated group consisting only of the Company and its Subsidiaries; and

(b) for any taxable year (or portion thereof) ending after the Issue Date for which the Company is treated as a disregarded entity, partnership, or other flow-through entity for federal, state, provincial, territorial, and/or local income Tax purposes, the payment of dividends or other distributions to the Company's direct owner(s) to fund the income Tax liability of such owner(s) (or, if a direct owner is a pass-through entity, of the indirect owner(s)) for such taxable year (or portion thereof) attributable to the operations and activities of the Company and its direct and indirect Subsidiaries, in an aggregate amount not the exceed the product of (x) the highest combined marginal federal and applicable state, provincial, territorial, and/or local statutory income Tax rate (after taking into account the deductibility of U.S. state and local income Tax for U.S. federal income Tax purposes) and (y) the taxable income of the Company for such taxable year (or portion thereof).

"*Permitted Tax Restructuring*" means any reorganizations and other activities related to tax planning and tax reorganization (as determined by the Company in good faith) entered into prior to, on or after the July 31, 2015 so long as such Permitted Tax Restructuring is not materially adverse to the holders of the Notes.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

"*Post-Petition Interest*" means any interest or entitlement to fees or expenses or other charges that accrue after the commencement of any bankruptcy or insolvency proceeding, whether or not allowed or allowable as a claim in any such bankruptcy or insolvency proceeding.

"*Preferred Stock*," as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"*Public Company Costs*" means, as to any Person, costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and costs relating to compliance with the provisions of the Securities Act and the Exchange Act or any other comparable body of laws, rules or regulations, as companies with listed equity, directors' compensation, fees and expense reimbursement, costs relating to investor relations, shareholder

meetings and reports to shareholders, directors' and officers' insurance and other executive costs, legal and other professional fees, and listing fees, in each case to the extent arising solely by virtue of the listing of such Person's equity securities on a national securities exchange.

"*Purchase Money Obligations*" means any Indebtedness Incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets (including Capital Stock), and whether acquired through the direct acquisition of such property or assets or the acquisition of the Capital Stock of any Person owning such property or assets, or otherwise.

"*Receivables Facility* " means any of one or more receivables financing facilities as amended, supplemented, modified, extended, renewed, restated or refunded from time to time, the Obligations of which are non-recourse (except for customary representations, warranties, covenants and indemnities made in connection with such facilities) to the Company or any of its Restricted Subsidiaries (other than a Receivables Subsidiary) pursuant to which the Company or any of its Restricted Subsidiaries sells its accounts receivable to either (a) a Person that is not a Restricted Subsidiary or (b) a Receivables Subsidiary that in turn sells its accounts receivable to a Person that is not a Restricted Subsidiary.

"*Receivables Fees*" means distributions or payments made directly or by means of discounts with respect to any accounts receivable or participation interest therein issued or sold in connection with, and other fees paid to a Person that is not a Restricted Subsidiary in connection with, any Receivables Facility.

"*Receivables Subsidiary* " means any Subsidiary formed for the purpose of, and that solely engages only in one or more Receivables Facilities and other activities reasonably related thereto.

"*Refinance* " means refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell, extend or increase (including pursuant to any defeasance or discharge mechanism) and the terms "*refinances*," "*refinanced*" and "*refinancing*" as used for any purpose in the Indenture shall have a correlative meaning.

"*Refinancing Indebtedness*" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) any Indebtedness existing on the Issue Date or Incurred in compliance with the Indenture (including Indebtedness of the Company that refinances Indebtedness of any Restricted Subsidiary and Indebtedness of any Restricted Subsidiary that refinances Indebtedness of the Company or another Restricted Subsidiary) including Indebtedness that refinances Refinancing Indebtedness; *provided*, *however*, that:

(1) (a) such Refinancing Indebtedness has a Weighted Average Life to Maturity at the time such Refinancing Indebtedness is Incurred which is not less than the remaining Weighted Average Life to Maturity of the Indebtedness, Disqualified Stock or Preferred Stock being refunded or refinanced; and (b) to the extent such Refinancing Indebtedness refinances Subordinated Indebtedness, Disqualified Stock or Preferred Stock, such Refinancing Indebtedness is Subordinated Indebtedness, Disqualified Stock or Preferred Stock, respectively, and, in the case of Subordinated Indebtedness, is subordinated to the Notes on terms at least as favorable to the Holders as those contained in the documentation governing the Indebtedness being refinanced;

(2) Refinancing Indebtedness shall not include:

   (i) Indebtedness, Disqualified Stock or Preferred Stock of a Subsidiary of the Company that is not the Company or a Guarantor that refinances Indebtedness, Disqualified Stock or Preferred Stock of the Company or a Guarantor; or

   (ii) Indebtedness, Disqualified Stock or Preferred Stock of the Company or a Restricted Subsidiary that refinances Indebtedness, Disqualified Stock or Preferred Stock of an Unrestricted Subsidiary; and

(3) such Refinancing Indebtedness has an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding (plus fees and expenses, including any premium and defeasance costs) under the Indebtedness being Refinanced.

Refinancing Indebtedness in respect of any Credit Facility or any other Indebtedness may be Incurred from time to time after the termination, discharge or repayment of any such Credit Facility or other Indebtedness.

"*Related Taxes*" means:

(1) any Taxes, including sales, use, transfer, rental, *ad valorem*, value added, stamp, property, consumption, franchise, license, capital, registration, business, customs, net worth, gross receipts, excise, occupancy, intangibles or similar Taxes and other similar fees and expenses (other than (x) Taxes measured by income and (y) withholding Taxes), required to be paid (*provided* such Taxes are in fact paid) by any Parent Entity by virtue of its:

(a) being organized or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than, directly or indirectly, the Company or any of the Company's Subsidiaries) or otherwise maintain its existence or good standing under applicable law;

(b) being a holding company parent, directly or indirectly, of the Company or any of the Company's Subsidiaries;

(c) receiving dividends from or other distributions in respect of the Capital Stock of, directly or indirectly, the Company or any of the Company's Subsidiaries; or

(d) having made any payment in respect to any of the items for which the Company is permitted to make payments to any Parent Entity pursuant to "—Certain Covenants—Limitation on Restricted Payments"; or

(2) any Permitted Tax Distribution.

"*Reserved Indebtedness Amount*" has the meaning set forth in the covenant described under the caption "Certain Covenants—Limitation on Indebtedness."

"*Restricted Investment*" means any Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any Subsidiary of the Company other than an Unrestricted Subsidiary.

"*S&P*" means Standard & Poor's Investors Ratings Services or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Sale and Leaseback Transaction*" means any arrangement providing for the leasing by the Company or any of its Restricted Subsidiaries of any real or tangible personal property, which property has been or is to be sold or transferred by the Company or such Restricted Subsidiary to a third Person in contemplation of such leasing.

"*SEC*" means the U.S. Securities and Exchange Commission or any successor thereto.

"*Secured Hedge Agreement*" means any agreement with respect to Hedging Obligations that (a) is entered into by the Company and any Person that, at the time such Person entered into such Hedge Agreement, was an agent or lender under the ABL and (b) is secured by the ABL Collateral pursuant to the loan documentation relating to the ABL.

"*Secured Indebtedness*" means any Indebtedness secured by a Lien.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"Securities Purchase Agreement" means the Securities Purchase Agreement, dated as of April 13, 2015, by and among Company, ProBuild and the holders of securities of ProBuild named as parties thereto, as amended on or prior to July 31, 2015.

"*Settlement*" means the transfer of cash or other property with respect to any credit or debit card charge, check or other instrument, electronic funds transfer, or other type of paper-based or electronic payment, transfer, or charge transaction for which a Person acts as a processor, remitter, funds recipient or funds transmitter in the ordinary course of its business.

"*Settlement Asset*" means any cash, receivable or other property, including a Settlement Receivable, due or conveyed to a Person in consideration for a Settlement made or arranged, or to be made or arranged, by such Person or an Affiliate of such Person.

"*Settlement Indebtedness*" means any payment or reimbursement obligation in respect of a Settlement Payment.

"*Settlement Lien*" means any Lien relating to any Settlement or Settlement Indebtedness (and may include, for the avoidance of doubt, the grant of a Lien in or other assignment of a Settlement Asset in consideration of a Settlement Payment, Liens securing intraday and overnight overdraft and automated clearing house exposure, and similar Liens).

"*Settlement Payment*" means the transfer, or contractual undertaking (including by automated clearing house transaction) to effect a transfer, of cash or other property to effect a Settlement.

"*Settlement Receivable*" means any general intangible, payment intangible, or instrument representing or reflecting an obligation to make payments to or for the benefit of a Person in consideration for a Settlement made or arranged, or to be made or arranged, by such Person.

"Senior Secured Credit Facilities" means the Credit Agreement and the ABL.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the Issue Date.

"*Similar Business*" means (a) any businesses, services or activities engaged in by the Company or any of its Subsidiaries or any Associates on the Issue Date and (b) any businesses, services and activities engaged in by the Company or any of its Subsidiaries or any Associates that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

"*Sponsor* " means JLL Partners, Inc. and its Affiliates, including any funds, partnerships or other investment vehicles or Subsidiaries managed or directly or indirectly controlled by them but not including, however, any of portfolio companies of the foregoing.

"*Stated Maturity*" means, with respect to any security, the date specified in such security as the fixed date on which the payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"*Subordinated Indebtedness*" means, with respect to any person, any Indebtedness (whether outstanding on the Issue Date or thereafter Incurred) which is expressly subordinated in right of payment to the Notes pursuant to a written agreement.

"*Subsidiary*" means, with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; or

(2) any partnership, joint venture, limited liability company or similar entity of which:

   (a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership interests or otherwise; and

   (b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"*Taxes*" means all present and future taxes, levies, imposts, deductions, charges, duties and withholdings and any charges of a similar nature (including interest, penalties and other liabilities with respect thereto) that are imposed by any government or other taxing authority.

"*Total Assets*" means, as of any date, the total consolidated assets of the Company and its Restricted Subsidiaries on a consolidated basis, as shown on the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries, determined on a pro forma basis in a manner consistent with the pro forma basis contained in the definition of Fixed Charge Coverage Ratio.

"*Transaction Expenses*" means any fees or expenses incurred or paid by the Company or any Restricted Subsidiary in connection with the Transactions, including, without limitation, any fees, costs and expenses associated with settling any claims or actions arising from a dissenting stockholder exercising its appraisal rights in respect of the Acquisition.

"*Transactions*" means the issuance of the Notes, the redemption of all of the outstanding Existing Secured Notes and, if applicable, the satisfaction and discharge thereof, and other related transactions and use of proceeds, in each case, as described in this offering circular.

"*Trust Indenture Act*" means the Trust Indenture Act of 1939, as amended.

"*Trustee*" means Wilmington Trust, National Association together with its successors and assigns.

"*UCC*" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided*, *however*, that at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of a collateral agent's security interest in any item or portion of the collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

"*Unrestricted Subsidiary*" means:

(1) any Subsidiary (other than the Company or any direct or indirect parent entity of the Company) of the Company that at the time of determination is an Unrestricted Subsidiary (as designated by the Company in the manner provided below); and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Company may designate any Subsidiary of the Company, respectively (including any newly acquired or newly formed Subsidiary or a Person becoming a Subsidiary through merger, consolidation or other business combination transaction, or Investment therein), to be an Unrestricted Subsidiary only if:

(1) such Subsidiary or any of its Subsidiaries does not own any Capital Stock or Indebtedness of, or own or hold any Lien on any property of, the Company or any other Subsidiary of the Company which is not a Subsidiary of the Subsidiary to be so designated or otherwise an Unrestricted Subsidiary; and

(2) such designation and the Investment of the Company in such Subsidiary complies with "—Certain Covenants—Limitation on Restricted Payments."

"*U.S. Government Obligations*" means securities that are (1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged or (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally Guaranteed as a full faith and credit obligation of the United States of America, which, in either case, are not callable or redeemable at the option of the issuers thereof, and shall also include a depositary receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act), as custodian with respect to any such U.S. Government Obligations or a specific payment of principal of or interest on any such U.S. Government Obligations held by such custodian for the account of the holder of such depositary receipt, *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U.S. Government Obligations or the specific payment of principal of or interest on the U.S. Government Obligations evidenced by such depositary receipt.

"*Voting Stock*" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness, Disqualified Stock or Preferred Stock, as the case may be, at any date, the quotient obtained by dividing:

(1) the sum of the products of the number of years from the date of determination to the date of each successive scheduled principal payment of such Indebtedness or redemption or similar payment with respect to such Disqualified Stock or Preferred Stock multiplied by the amount of such payment, by

(2) the sum of all such payments.

"*Wholly Owned Domestic Subsidiary*" means a Domestic Subsidiary of the Company, all of the Capital Stock of which is owned by the Company or another Guarantor.

BOOK ENTRY, DELIVERY AND FORM

The notes are being offered and sold to persons reasonably believed to be qualified institutional buyers in reliance on Rule 144A ("Rule 144A Notes"). The notes also may be offered and sold to persons other than U.S. persons in offshore transactions in reliance on Regulation S ("Regulation S Notes"). Except as set forth below, the notes will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Notes will be issued at the closing of this offering only against payment in immediately available funds.

Rule 144A Notes representing the notes initially will be represented by one or more global notes in registered form without interest coupons (the "Rule 144A Global Notes"). Regulation S Notes representing the notes initially will be represented by one or more global notes in registered form without interest coupons (the "Regulation S Global Notes"). Through and including the 40th day after the later of the commencement of this offering and the closing of this offering (the "Distribution Compliance Period"), beneficial interests in the Regulation S Global Notes may be held only through the Euroclear System ("Euroclear") and Clearstream Banking, S.A. ("Clearstream") (as indirect participants in DTC), unless transferred to a person that takes delivery through a Rule 144A Global Note in accordance with the certification requirements described below under "Exchanges Among Global Notes." Rule 144A Global Notes and Regulation S Global Notes are collectively referred to herein as "Global Notes."

Global Notes will be deposited upon issuance with Wilmington Trust, National Association, as trustee (the "Trustee") as custodian for DTC and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below. Beneficial interests in Rule 144A Global Notes may not be exchanged for beneficial interests in Regulation S Global Notes at any time except in the limited circumstances described below. See "—Exchanges Among Global Notes." Except as set forth below, Global Notes may be transferred only to another nominee of DTC or to a successor of DTC or its nominee, in whole and not in part. Except in the limited circumstances described below, beneficial interests in Global Notes may not be exchanged for notes in certificated form and owners of beneficial interests in Global Notes will not be entitled to receive physical delivery of notes in certificated form. See "—Exchange of Global Notes for Certificated Notes."

Global Notes (including beneficial interests in the notes they represent) will be subject to certain restrictions on transfer and will bear restrictive legends as described under "Transfer Restrictions." In addition, transfers of beneficial interests in Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including Euroclear and Clearstream), which may change from time to time.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream is provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us that it is a limited-purpose trust company organized under the laws of the State of New York, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or

maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised us that, pursuant to procedures established by it:

(1) upon deposit of the Global Notes, DTC will credit the accounts of Participants designated by the initial purchasers with portions of the principal amount of the Global Notes; and

(2) ownership of these interests in Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in Global Notes).

Investors in Rule 144A Global Notes who are Participants in DTC's system may hold their interests therein directly through DTC. Investors in Rule 144A Global Notes who are not Participants may hold their interests therein indirectly through organizations (including Euroclear and Clearstream) that are Participants in DTC. All interests in a Global Note may be subject to the procedures and requirements of DTC. Investors in Regulation S Global Notes must initially hold their interests therein through Euroclear or Clearstream, if they are participants in those systems, or indirectly through organizations that are participants. After the expiration of the Distribution Compliance Period (but not earlier), investors may also hold interests in Regulation S Global Notes through Participants in the DTC system other than Euroclear and Clearstream. Euroclear and Clearstream will hold interests in Regulation S Global Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories, which are Euroclear Bank S.A./N.V., as operator of Euroclear, and Citibank, N.A., as operator of Clearstream which in turn hold such interests in customers' securities accounts in the depositaries' names on the books of DTC. Interests in a Global Note held through Euroclear or Clearstream may be subject to the procedures and requirements of those systems (as well as to the procedures and requirements of DTC). The laws of some states require that certain persons take physical delivery in definitive form of securities that they own and the ability to transfer beneficial interests in a Global Note to Persons that are subject to those requirements will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of a person having beneficial interests in a Global Note to pledge those interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of those interests, may be affected by the lack of a physical certificate evidencing those interests.

Except as described below, owners of an interest in Global Notes will not have notes registered in their names, will not receive physical delivery of definitive notes in registered certificated form ("Certificated Notes") and will not be considered the registered owners or "Holders" thereof under the Indenture for any purpose.

Payments in respect of the principal of and premium and interest on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the Indenture. Under the terms of the Indenture, the Issuer and the Trustee will treat the Persons in whose names notes, including Global Notes, are registered as the owners of such notes for the purpose of receiving payments and for all other purposes. Consequently, neither the Issuer, the Trustee or any agent of the Issuer or the Trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interests in Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on that payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee or the Issuer. Neither the Issuer nor the Trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of any notes, and the Issuer and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Subject to the transfer restrictions set forth under "Transfer Restrictions," transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the notes described herein, cross-market transfers between the Participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note from DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear participants and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised us that it will take any action permitted to be taken by a Holder of notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of the portion of the aggregate principal amount of the notes as to which that Participant or those Participants has or have given the relevant direction. However, if there is an Event of Default under the notes, DTC reserves the right to exchange the Global Notes for legended notes in certificated form, and to distribute those notes to its Participants. Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures in order to facilitate transfers of interests in Global Notes among Participants, they are under no obligation to perform those procedures, and may discontinue or change those procedures at any time.

Neither the Issuer nor the Trustee nor any of their respective agents will have any responsibility for the performance by DTC, Euroclear, Clearstream or their respective Participants or Indirect Participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A Global Note is exchangeable for a Certificated Note if:

- DTC (a) notifies us that it is unwilling or unable to continue as depositary for the applicable Global Notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in each case, a successor depositary is not appointed;
- we at our option, notify, the Trustee in writing that we elect to cause the issuance of Certificated Notes (although Regulation S Global Notes at the Issuer's election pursuant to this clause may not be exchanged for Certificated Notes prior to (a) the expiration of the Distribution Compliance Period and (b) the receipt of any certificates required under the provisions of Regulation S); or

- there has occurred and is continuing a Default or event of default with respect to the notes.

In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon prior written notice given to the Issuer and the Registrar by or on behalf of DTC in accordance with the Indenture. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests in a Global Note will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in "Transfer Restrictions," unless that legend is not required by applicable law.

Exchange of Certificated Notes for Global Notes

If Certificated Notes are issued in the future, they will not be exchangeable for beneficial interests in any Global Note unless the transferor first delivers to the Issuer and the Registrar a written certificate (in the form provided in the Indenture) to the effect that the transfer will comply with the appropriate transfer restrictions applicable to the notes being transferred. See "Transfer Restrictions."

Exchanges Among Global Notes

Prior to the expiration of the Distribution Compliance Period, beneficial interests in a Regulation S Global Note may be exchanged for beneficial interests in a Rule 144A Global Note only if:

- the exchange occurs in connection with a transfer of the notes pursuant to Rule 144A; and
- the transferor first delivers to the Issuer and the Registrar a written certificate (in the form provided in the Indenture) to the effect that the notes are being transferred:
  - to a Person who (i) the transferor reasonably believes to be a qualified institutional buyer within the meaning of Rule 144A and (ii) is purchasing for its own account or the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A; and
  - in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Beneficial interests in a Rule 144A Global Note may be transferred to a Person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Distribution Compliance Period, only if the transferor first delivers to the Issuer and the Registrar a written certificate (in the form provided in the Indenture) to the effect that the transfer is being made in accordance with Rule 903 or Rule 904 of Regulation S or Rule 144.

Transfers involving exchanges of beneficial interests between a Regulation S Global Note and a Rule 144A Global Note will be effected in DTC by means of an instruction originated by the DTC Participant through the DTC Deposit/Withdraw at Custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect the changes in the principal amounts of the Regulation S Global Note and the Rule 144A Global Note, as applicable. Any beneficial interest in one of the Global Notes that is transferred to a Person who takes delivery in the form of an interest in the other Global Note will, upon transfer, cease to be an interest in the original Global Note and will become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interest in the other Global Note.

Same Day Settlement and Payment

We will make payments in respect of notes represented by Global Notes, including payments of principal, premium, if any, and interest by wire transfer of immediately available funds to the accounts specified by the DTC or its nominee. We will make all payments of principal of and premium, if any, and interest on Certificated Notes by wire transfer of immediately available funds to the accounts specified by the Holders of the Certificated

Notes or, if no account is specified, by mailing a check to each Holder's registered address. See "Description of the Notes—Principal, Maturity and Interest." Notes represented by Global Notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in notes represented by Global Notes will, therefore, be required by DTC to be settled in immediately available funds. Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised us that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain U.S. federal income tax considerations relating to the purchase, ownership and disposition of the notes by U.S. Holders and non-U.S. Holders (each as defined below). This summary is general in nature and does not discuss all aspects of U.S. federal income taxation that may be relevant to a holder of notes in light of its particular circumstances. In addition, this summary does not describe any tax consequences arising under the laws of any state, local or non-U.S. jurisdiction and does not consider any aspects of U.S. federal tax law other than income taxation (such as estate and gift taxation).

This summary is based on the provisions of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), the Treasury regulations promulgated thereunder, judicial authority, published administrative positions of the U.S. Internal Revenue Service ("IRS") and other applicable authorities, all as in effect on the date of this offering circular. Changes in such authorities or new interpretations thereof may have retroactive effect and could significantly affect the U.S. federal income tax considerations discussed below. We have not sought any ruling from the IRS with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS or a court will agree with our statements and conclusions or that a court would not sustain any challenge by the IRS in the event of litigation.

This summary deals only with beneficial owners of notes that purchase the notes for cash in this offering at their "issue price" (generally, the first price at which a substantial amount of the notes is sold for money to investors, not including bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) and that will hold the notes as "capital assets" within the meaning of Section 1221 of the Code (generally, property held for investment). This summary is general in nature and does not discuss all aspects of U.S. federal income taxation that might be relevant to particular holders in light of their personal investment circumstances or status, nor does it address tax considerations applicable to investors that may be subject to special tax rules, such as:

- banks and other financial institutions;
- dealers or traders in securities or currencies;
- brokers;
- investors that have elected mark-to-market treatment;
- retirement plans and other tax-deferred accounts;
- tax-exempt entities;
- S corporations, partnerships or other pass through entities for U.S. federal income tax purposes or investors in such entities;
- insurance companies;
- real estate investment trusts;
- regulated investment companies;
- non-U.S. trusts or estates with U.S. beneficiaries;
- U.S. persons whose functional currency is not the U.S. dollar;
- investors that hold the notes as part of a hedge, straddle, synthetic security or conversion transaction;
- controlled foreign corporations;
- passive foreign investment companies;
- corporations that accumulate earnings to avoid U.S. federal income tax;
- U.S. Holders who hold notes through non-U.S. brokers or other non-U.S. intermediaries;

- former citizens or residents of the United States subject to Section 877 of the Code;
- entities subject to the anti-inversion rules; and
- taxpayers subject to the alternative minimum tax.

In the case of a holder of notes that is classified as a partnership for U.S. federal income tax purposes, the tax treatment of the notes to a partner in the partnership generally will depend upon the tax status of the partner and the activities of the partner and the partnership. If you are a partner in a partnership considering an investment in the notes, then you should consult your tax advisors.

The following summary is for informational purposes only and is not a substitute for careful tax planning and advice. Investors considering the purchase of notes should consult their tax advisors with respect to the application of the U.S. federal income tax laws to their particular situations, as well as any tax consequences arising under any other U.S. federal tax laws or the laws of any state, local or non-U.S. taxing jurisdiction or under any applicable tax treaty.

Effect of Certain Contingencies

We may be required to pay amounts in addition to the stated principal amount of and stated interest on the notes (e.g., at a change in control as described in "Description of the Notes—Change of Control"). Although the issue is not free from doubt, we intend to take the position that the possibility of payment of such additional amounts does not result in the notes being treated as contingent payment debt instruments under applicable Treasury regulations. This position will be based in part on our determination that, as of the date of the issuance of the notes, the possibility that such additional amounts will have to be paid, in the aggregate, is a remote or incidental contingency within the meaning of applicable Treasury regulations.

Our determination that these contingencies are, in the aggregate, remote or incidental is binding on a holder, unless such holder explicitly discloses to the IRS on its tax return for the year during which it acquires the notes that it is taking a different position. However, our position is not binding on the IRS. If the IRS takes a contrary position to that described above, then the notes may be treated as contingent payment debt instruments and a holder subject to U.S. federal income taxation may be required to accrue interest income on the notes at a rate in excess of the stated interest and any OID (as defined below) based upon a "comparable yield". The "comparable yield" is the yield at which we would issue a fixed rate debt instrument with no contingent payments, but with terms and conditions similar to those of the notes. In addition, any gain on the sale, exchange, redemption, retirement or other taxable disposition of the notes would be recharacterized as ordinary income. Holders of notes should consult their tax advisors regarding the tax consequences of the notes being treated as contingent payment debt instruments. The remainder of this discussion assumes that the notes will not be treated as contingent payment debt instruments.

U.S. Holders

The following is a summary of certain U.S. federal income tax considerations if you are a U.S. Holder. For purposes of this summary, the term "U.S. Holder" means a beneficial owner of a note that is, for U.S. federal income tax purposes:

- an individual who is a citizen or a resident of the United States;
- a corporation organized under the laws of the United States, any state thereof or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if (i) a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have the authority to control all of its substantial decisions, or (ii) in the case of a trust that was treated as a domestic trust under the law in effect before 1997, a valid election is in place under applicable Treasury regulations to treat such trust as a domestic trust.

Stated Interest

Stated interest on a note will be included in the gross income of a U.S. Holder as ordinary income at the time that such interest is accrued or received, in accordance with the holder's regular method of accounting for U.S. federal income tax purposes.

Original issue discount

If the stated principal amount of the notes exceeds their issue price (as defined above) by an amount greater than or equal to a statutorily-defined *de minimis* threshold (generally, 1/4 of 1 percent of the principal amount of the notes, multiplied by the number of complete years to maturity from their original issue date), then the notes will be considered to be issued with original issue discount ("OID") for United States federal income tax purposes. The amount of OID on a note generally is equal to the excess of the note's stated principal amount over its issue price. If the notes are issued with OID, a U.S. Holder of a note (i) generally will be required to include the OID on a note in gross income (as ordinary interest income) as such OID accrues, on a constant yield basis over the term of the note, in advance of the receipt of the cash attributable to such OID and regardless of the holder's regular method of accounting for United States federal income tax purposes, but (ii) generally will not be required to recognize any additional income upon the receipt of any cash payment on the note that is attributable to previously accrued OID that has been included in such holder's income.

Sale, Exchange, Redemption, Retirement or Other Taxable Disposition of a Note

Upon the sale, exchange, redemption, retirement or other taxable disposition of a note, a U.S. Holder generally will recognize gain or loss equal to the difference, if any, between (i) the amount realized upon the disposition and (ii) the holder's adjusted tax basis in the note. The amount realized will be equal to the sum of the amount of cash and the fair market value of any property received in exchange for the note, less any portion allocable to any accrued and unpaid stated interest, which portion will be taxed as ordinary interest income (as described above under "—Stated Interest") to the extent not previously so taxed. A U.S. Holder's adjusted tax basis in a note generally will equal the cost of the note to such holder, increased by any OID included in income by such U.S. Holder with respect to such note. Any such gain or loss generally will be capital gain or loss, and will be long-term capital gain or loss if the U.S. Holder has held the note for more than one year. In general, long-term capital gains of a non-corporate U.S. Holder are taxed at lower rates than those applicable to ordinary income. The deductibility of capital losses is subject to limitations. U.S. Holders should consult their own tax advisors as to the deductibility of capital losses in their particular circumstances.

Medicare Tax

A 3.8% tax is imposed on certain U.S. Holders who are individuals, estates or trusts on the lesser of (1) the U.S. Holder's "net investment income" (or undistributed "net investment income" in the case of a trust or estate) for the relevant taxable year and (2) the excess of the U.S. Holder's modified adjusted gross income for the taxable year over a certain threshold (which in the case of individuals will be between $125,000 and $250,000, depending on the individual's circumstances). A U.S. Holder's net investment income will generally include its interest income (including any OID) and its net gains from the disposition of notes, unless such interest income or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). If you are a U.S. Holder that is an individual, estate or trust, you are urged to consult your tax advisor regarding the applicability of the Medicare tax to your income and gains in respect of your investment in the notes.

Information Reporting and Backup Withholding

In general, we must report certain information to the IRS with respect to payments of stated interest, accruals of OID, and payments of the proceeds of the sale or other taxable disposition (including a retirement or redemption) of a note, to certain U.S. Holders. The payor (which may be us or an intermediate payor) may be

required to impose backup withholding at a rate of 28%, if (i) the payee fails to furnish a taxpayer identification number ("TIN") to the payor or to otherwise establish an exemption from backup withholding; (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect; (iii) there has been a notified payee underreporting described in section 3406(c) of the Code; or (iv) the payee has not certified under penalties of perjury that it has furnished a correct TIN and that the IRS has not notified the payee that it is subject to backup withholding under the Code. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a U.S. Holder will be allowed as a credit against that holder's U.S. federal income tax liability, if any, and may entitle the holder to a refund, provided that the required information is timely furnished to the IRS.

Non-U.S. Holders

The following is a summary of certain U.S. federal income tax considerations if you are a non-U.S. Holder. For purposes of this summary, the term "non-U.S. Holder" means a beneficial owner of a note that is, for U.S. federal income tax purposes:

- a nonresident alien individual;
- a foreign corporation; or
- a foreign estate or trust.

The following discussion assumes that no item of income, gain, deduction or loss derived by a non-U.S. Holder in respect of the notes at any time is effectively connected with the conduct of a U.S. trade or business. Non-U.S. Holders with any item of income, gain, deduction or loss in respect of the notes that is effectively connected with the conduct of a U.S. trade or business should consult their tax advisors regarding the U.S. federal income tax and branch profits tax consequences of investing in the notes.

Payment of Interest

Subject to the discussions below of backup withholding and FATCA (as defined below), interest (including any OID) paid on a note by us or any paying agent to a non-U.S. Holder will be exempt from U.S. federal income and withholding tax, provided that:

- the non-U.S. Holder does not, actually or constructively, own 10% or more of the combined voting power of all classes of our voting stock and is not a controlled foreign corporation related to us, actually or constructively;
- the non-U.S. Holder is not a bank that acquired the note in consideration for an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and
- either (a) the non-U.S. Holder provides to the payor an applicable IRS Form W-8BEN or W-8BEN-E (or a suitable substitute form), signed under penalties of perjury, that includes its name and address and that certifies its non-U.S. status in compliance with applicable law and regulations, (b) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business on behalf of the non-U.S. Holder provides a statement to the payor under penalties of perjury in which it certifies that an applicable IRS Form W-8BEN or W-8BEN-E (or a suitable substitute form) has been received by it from the non-U.S. Holder, or (c) the non-U.S. Holder holds its notes through a "qualified intermediary" and the qualified intermediary provides the payor with a properly executed IRS Form W-8IMY (or other applicable form) on behalf of itself together with any applicable underlying IRS forms sufficient to establish that the non-U.S. Holder is not a U.S. Holder. This certification requirement may be satisfied with other documentary evidence in the case of a note held in an offshore account or through certain foreign intermediaries.

If a non-U.S. Holder cannot satisfy the requirements described above, payments of interest (including any OID) made to such holder generally will be subject to U.S. federal withholding tax at the rate of 30%, unless the

holder provides the payor with a properly executed IRS Form W-8BEN or W-8BEN-E (or suitable substitute form) establishing an exemption from or reduction in the withholding tax under the benefit of an applicable tax treaty.

Sale, Exchange, Redemption, Retirement or Other Taxable Disposition of a Note

Subject to the discussions below of backup withholding and FATCA, a non-U.S. Holder generally will not be subject to U.S. federal income tax or withholding tax on any gain realized on a sale, exchange, redemption, retirement or other taxable disposition of a note (other than in respect of any amount representing accrued but unpaid interest (including any OID) on the note, which is subject to the rules discussed above under "—Payment of Interest"), unless the non-U.S. Holder is an individual who is present in the United States for 183 days or more during the taxable year of the disposition of a note and certain other requirements are met, in which case such non-U.S. Holder generally will be subject to U.S. federal income tax at a flat rate of 30 percent (unless a lower applicable tax treaty rate applies) on any such holder's net U.S.-source gain.

Information Reporting and Backup Withholding

The amount of interest (including any OID) paid to a non-U.S. Holder and the amount of tax, if any, withheld from such payment generally must be reported annually to the non-U.S. Holder and to the IRS. The IRS may make this information available under the provisions of an applicable income tax treaty to the tax authorities in the country in which the non-U.S. Holder is resident.

Provided that a non-U.S. Holder has complied with certain reporting procedures (usually satisfied by providing an IRS Form W-8BEN or W-8BEN-E) or otherwise establishes an exemption, the non-U.S. Holder generally will not be subject to backup withholding with respect to interest payments on a note. Rules relating to information reporting requirements and backup withholding with respect to the payment of proceeds from the disposition (including a redemption or retirement) of a note are as follows:

- if the proceeds are paid to or through the U.S. office of a broker, a non-U.S. Holder generally will be subject to backup withholding and information reporting unless the non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person (usually on an IRS Form W-8BEN or W-8BEN-E) or otherwise establishes an exemption;
- if the proceeds are paid to or through a non-U.S. office of a broker that is a U.S. person or that has certain specified U.S. connections, a non-U.S. Holder generally will be subject to information reporting (but generally not backup withholding) unless the non U.S. Holder certifies under penalties of perjury that it is not a U.S. person (usually on an IRS Form W-8BEN or W-8BEN-E) or otherwise establishes an exemption; and
- if the proceeds are paid to or through a non-U.S. office of a broker that is not a U.S. person and does not have certain specified U.S. connections, a non-U.S. Holder generally will not be subject to backup withholding or information reporting.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. Holder will be allowed as a credit against the non-U.S. Holder's U.S. federal income tax liability, if any, and may entitle the holder to a refund, provided that the required information is timely furnished to the IRS.

Foreign Account Tax Compliance Act

Sections 1471 through 1474 of the Code ("FATCA") generally impose U.S. federal withholding tax of 30% on interest income (including any OID) paid on a debt obligation and, after December 31, 2018, on the gross proceeds of a disposition of a debt obligation paid to (i) a foreign financial institution (whether such foreign financial institution is the beneficial owner or an intermediary), unless such institution enters into an agreement

with the U.S. government to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which would include certain equity and debt holders of such institution, as well as certain account holders that are foreign entities with U.S. owners), and (ii) a foreign entity that is not a financial institution (whether such foreign entity is the beneficial owner or an intermediary), unless such entity provides the withholding agent with a certification identifying the substantial U.S. owners of the entity, which generally include any U.S. person who directly or indirectly owns more than 10% of the entity. An intergovernmental agreement between the U.S. and the applicable foreign country, or future Treasury regulations or other guidance, may modify these requirements. Investors are encouraged to consult with their own tax advisors regarding the implications of this legislation on their investment in our notes.

CERTAIN ERISA CONSIDERATIONS

General

The U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain requirements on employee benefit plans subject to Title I of ERISA and on entities that are deemed to hold the assets of such plans ("ERISA Plans"), and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including, but not limited to, the requirement of investment prudence and diversification and the requirement that an ERISA Plan's investments be made in accordance with the documents governing the plan.

Section 406 of ERISA and Section 4975 of the Code, prohibit certain transactions involving the assets of an ERISA Plan (as well as those plans that are not subject to ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts or an entity deemed to hold the assets of such plans (together with ERISA Plans, "Plans")) and certain persons (referred to as "parties in interest" or "disqualified persons") having certain relationships to such Plans, unless a statutory or administrative exemption is applicable to the transaction. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the plan that engages in such a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code.

Any Plan fiduciary which proposes to cause a Plan to purchase the notes should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and Section 4975 of the Code to such an investment, and to confirm that such purchase and holding is in accordance with the documents and instruments governing the Plan and will not constitute or result in a non-exempt prohibited transaction or any other violation of an applicable requirement of ERISA.

Non-U.S. plans, governmental plans and certain U.S. church plans, while not subject to the fiduciary responsibility provisions of ERISA or the prohibited transaction provisions of ERISA and Section 4975 of the Code, may nevertheless be subject to non-US, state, local or other federal laws or regulations that are substantially similar to the foregoing provisions of ERISA or the Code ("Similar Law"). Fiduciaries of any such plans should consult with their counsel before purchasing the notes to determine the suitability of the notes for such plan and the need for, and the availability, if necessary, of any exemptive relief under any such law or regulations.

Prohibited Transaction Exemptions

The fiduciary of a Plan that proposes to purchase and hold any notes should consider, among other things, whether such purchase and holding may involve a prohibited transaction, including without limitation (i) the direct or indirect extension of credit between a Plan and a party in interest or a disqualified person, (ii) the sale or exchange of any property between a Plan and a party in interest or a disqualified person, or (iii) the transfer to, or use by or for the benefit of, a party in interest or disqualified person, of any Plan assets.

Certain exemptions from the prohibited transaction rules could be applicable to the purchase and holding of notes by a Plan, depending on the type and circumstances of the fiduciary making the decision to acquire such notes and the relationship of the party in interest or disqualified person to the Plan. Included among these exemptions are Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code for certain transactions between a Plan and non-fiduciary service providers to the Plan. In addition, the U.S. Department of Labor has issued certain administrative prohibited transaction exemptions that may apply to the purchase and holding of notes, including Prohibited Transaction Class Exemption ("PTCE") 84-14 (relating to transactions effected by a "qualified professional asset manager"), PTCE 90-1 (relating to investments by insurance company pooled separate accounts), PTCE 91-38 (relating to investments by bank collective investment funds), PTCE 95-60 (relating to investments by insurance company general accounts) or PTCE 96-23 (relating to transactions directed by an in-house asset manager) (collectively, the "Class Exemptions")

Each of these exemptions contains conditions and limitations on its application, and there can be no assurance that any of these Class Exemptions or any other exemption will be available with respect to any particular transaction involving the notes.

Consultation with Counsel

The foregoing discussion is general in nature and is not intended to be comprehensive; by its offer of the notes, the Issuer makes no representation that the purchase or holding of such notes meets the relevant legal requirements with respect to any particular investor. The complexity of these rules, and the severity of potential penalties, make it particularly important that fiduciaries or other persons considering an acquisition of notes on behalf of or with the plan assets of any Plan, or plan subject to Similar Law, consult with its counsel regarding the suitability of an acquisition of the notes in light of such prospective purchaser's particular circumstances.

Deemed Representation

By its acquisition of any note or any interest therein, the purchaser or transferee thereof will be deemed to have represented and warranted that either:

- (i) no portion of the assets used by the purchaser or transferee to acquire or hold the notes or an interest therein constitutes the assets of any Plan or non-U.S., governmental or church plan that is subject to Similar Law or (ii) the acquisition, holding and dispositions of such notes or an interest therein by such purchaser or transferee does not and will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or violation under any applicable Similar Law.

TRANSFER RESTRICTIONS

The notes have not been and will not be registered under the Securities Act or any other applicable securities law and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as such terms are defined under the Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and such other securities laws. Accordingly, the notes are being offered hereby only (a) to persons reasonably believed to be qualified institutional buyers (as defined in Rule 144A) in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A and (b) outside the United States to persons other than U.S. persons in reliance upon Regulation S under the Securities Act.

Each purchaser of the notes, by its acceptance thereof, will be deemed to have acknowledged, represented to, and agreed with us and the initial purchasers as follows:

(1) It understands and acknowledges that the notes have not been registered under the Securities Act or any other applicable securities law, the notes are being offered for resale in transactions not requiring registration under the Securities Act or any other securities laws, including sales pursuant to Rule 144A, and none of the notes may be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act or any other applicable securities law, pursuant to an exemption therefrom or in a transaction not subject thereto and in each case in compliance with the conditions for transfer set forth in paragraph (4) below.

(2) It is either:

(A) a qualified institutional buyer and is aware that any sale of the notes to it will be made in reliance on Rule 144A. Such acquisition will be for its own account or for the account of another qualified institutional buyer, or

(B) an institution that, at the time the buy order for the notes was originated, was outside the United States and was not a U.S. person (and was not purchasing for the account or benefit of a U.S. person) within the meaning of Regulation S (an "Initial Foreign Purchaser").

(3) It acknowledges that none of the Issuer, the guarantors or the initial purchasers or any person representing the Issuer or the guarantors or the initial purchasers has made any representation to it with respect to the Issuer, the guarantors or the offering or sale of any notes, other than the information included in this offering circular, which offering circular has been delivered to it. Accordingly, it acknowledges that no representation or warranty is made by the initial purchasers as to the accuracy or completeness of such materials. It has had access to such financial and other information as it has deemed necessary in connection with its decision to purchase any of the notes, including an opportunity to ask questions of and request information from the Issuer, the guarantors and the initial purchasers, and it has received and reviewed all information that it requested.

(4) It is purchasing the notes for its own account, or for one or more investor accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the Securities Act, subject to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and subject to its or their ability to resell such notes pursuant to Rule 144A, Regulation S or any exemption from registration available under the Securities Act. It agrees on its own behalf and on behalf of any investor account for which it is purchasing the notes and each subsequent holder of the notes by its acceptance thereof will agree, to offer, sell or otherwise transfer such notes prior to the date which is one year after the later of the date of the original issue of the notes, the original issue date of any additional notes and the last date on which we or any of our affiliates was the owner of such notes (the "Resale Restriction Termination Date") only (a) to us or any of our subsidiaries, (b) pursuant to a registration statement which has been declared effective under the Securities Act, (c) for so long as the notes are eligible for resale pursuant to Rule 144A, to a person it

reasonably believes is a qualified institutional buyer that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that the transfer is being made in reliance on Rule 144A, (d) pursuant to offers and sales to non-U.S. persons that occur outside the United States within the meaning of Regulation S under the Securities Act, (e) pursuant to an exemption from registration provided by Rule 144 under the Securities Act (if available) or (f) pursuant to any other available exemption from the registration requirements of the Securities Act, subject in each of the foregoing cases to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and to compliance with any applicable state securities laws. The foregoing restrictions on resale will not apply subsequent to the Resale Restriction Termination Date. Each purchaser acknowledges that we and the Registrar reserve the right prior to any offer, sale or other transfer pursuant to clause (d) prior to the end of the 40-day distribution compliance period within the meaning of Regulation S under the Securities Act or pursuant to clauses (e) or (f) prior to the Resale Restriction Termination Date of the notes to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to us.

Each certificate representing a note will include a legend substantially to the following effect:

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION AS SET FORTH BELOW. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A")), OR (B) IT IS NOT A U.S. PERSON AND IS ACQUIRING THIS NOTE IN AN OFFSHORE TRANSACTION, (2) AGREES TO OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER SUCH NOTE PRIOR TO THE EXPIRATION OF THE HOLDING PERIOD THEN IMPOSED BY RULE 144 UNDER THE SECURITIES ACT (OR ANY SUCCESSOR PROVISION) ONLY (A) TO AN ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A TO A PERSON IT REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) OUTSIDE THE UNITED STATES PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS IN AN OFFSHORE TRANSACTION PURSUANT TO REGULATION S UNDER THE SECURITIES ACT IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 904 UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND REGISTRAR'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO THE ISSUER.

(5) If it is (1) a purchaser in a sale that occurs outside the United States within the meaning of Regulation S, or (2) a "distributor," "dealer" or person "receiving a selling concession, fee or other remuneration" in respect of notes sold, prior to the expiration of the 40-day distribution compliance period within the meaning of Rule 903 of Regulation S, it acknowledges that until the expiration of such distribution compliance period any offer or sale of the notes shall not be made by it to a U.S. person or for the account or benefit of a U.S. person within the meaning of Rule 902(k) of the Securities Act.

(6) If it is an Initial Foreign Purchaser, it acknowledges that, until the expiration of the distribution compliance period described above, it may not, directly or indirectly, refer, resell, pledge or otherwise transfer a note or any interest therein except to a person who certifies in writing to the applicable transfer agent that such transfer satisfies, as applicable, the requirements of the legends described

above and that the notes will not be accepted for registration of any transfer prior to the end of the applicable distribution compliance period unless the transferee has first complied with the certification requirements described in this paragraph.

(7) Either (i) it is not acquiring or holding such notes with the assets of (A) an "employee benefit plan" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) that is subject to Title I of ERISA, (B) a "plan" that is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), (C) any entity deemed under ERISA to hold "plan assets" of any of the foregoing by reason of an employee benefit plan's or plan's investment in such entity, or (D) a governmental plan, church plan or non-U.S. plan subject to provisions under any non-U.S., state, local or other federal laws or regulations that are substantially similar to the foregoing provisions of ERISA or the Code ("Similar Law"); or (ii) the acquisition, holding and disposition of such notes by it will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation under any applicable Similar Law.

(8) It acknowledges that we, the initial purchasers and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations, warranties and agreements and agrees that if any of the acknowledgments, representations, warranties and agreements deemed to have been made by its purchase of the notes are no longer accurate, it shall promptly notify us and the initial purchasers. If it is acquiring any notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such investor account.

PLAN OF DISTRIBUTION

Credit Suisse Securities (USA) LLC is acting as representative of the initial purchasers named below. Subject to the terms and conditions stated in the purchase agreement dated the date of this offering circular, each initial purchaser named below has severally agreed to purchase, and we have agreed to sell to that initial purchaser, the principal amount of notes set forth opposite the initial purchaser's name.

Initial Purchaser	Principal Amount of Notes
Credit Suisse Securities (USA) LLC	$
Deutsche Bank Securities Inc.	
Citigroup Global Markets Inc.	
KeyBanc Capital Markets Inc.	
SunTrust Robinson Humphrey, Inc.	
Total	$750,000,000

The purchase agreement provides that the obligations of the initial purchasers to purchase the notes are subject to approval of legal matters by counsel and to other conditions. The initial purchasers must purchase all the notes if they purchase any of the notes.

The initial purchasers propose to resell the notes at the offering price set forth on the cover page of this offering circular within the United States to persons reasonably believed to be qualified institutional buyers (as defined in Rule 144A) in reliance on Rule 144A and outside the United States in reliance on Regulation S. See "Transfer Restrictions." The price at which the notes are offered may be changed at any time without notice. The initial purchasers may offer and sell notes through certain of their affiliates.

The notes have not been and will not be registered under the Securities Act or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except in transactions exempt from, or not subject to, the registration requirements of the Securities Act. See "Transfer Restrictions."

In addition, until 40 days after the commencement of this offering, an offer or sale of notes within the United States by a dealer that is not participating in this offering may violate the registration requirements of the Securities Act if that offer or sale is made otherwise than in accordance with Rule 144A.

We have agreed that, during the period from the date of this offering circular through and including the date that is 180 days after the date of this offering circular, we and the guarantors will not, without the prior written consent of Credit Suisse Securities (USA) LLC, offer, sell, contract to sell or otherwise dispose of any debt securities issued or guaranteed by us or any of the guarantors having a tenor of more than one year.

The notes will constitute a new class of securities with no established trading market. We do not intend to list the notes on any securities exchange or automated inter-dealer quotation system. We cannot assure you that the prices at which the notes will sell in the market after this offering will not be lower than the initial offering prices or that an active trading market for the notes will develop and continue after this offering. The initial purchasers have advised us that they currently intend to make a market in the notes. However, they are not obligated to do so and they may discontinue any market-making activities with respect to the notes at any time without notice. Accordingly, we cannot assure you as to the liquidity of, or the trading market for, the notes.

In connection with the offering, the initial purchasers may purchase and sell notes in the open market. Purchases and sales in the open market may include short sales, purchases to cover short positions and stabilizing purchases.

- Short sales involve secondary market sales by the initial purchasers of a greater number of notes than they are required to purchase in the offering.

- Covering transactions involve purchases of notes in the open market after the distribution has been completed in order to cover short positions.
- Stabilizing transactions involve bids to purchase notes so long as the stabilizing bids do not exceed a specified maximum.

Purchases to cover short positions and stabilizing purchases, as well as other purchases by the initial purchasers for their own accounts, may have the effect of preventing or retarding a decline in the market price of the notes. They may also cause the price of the notes to be higher than the price that would otherwise exist in the open market in the absence of these transactions. The initial purchasers may conduct these transactions in the over-the-counter market or otherwise. If the initial purchasers commence any of these transactions, they may discontinue them at any time.

The initial purchasers are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The initial purchasers and their respective affiliates have in the past performed commercial banking, investment banking and advisory services for us from time to time for which they have received customary fees and reimbursement of expenses and may, from time to time, engage in transactions with and perform services for us in the ordinary course of their business for which they may receive customary fees and reimbursement of expenses. In the ordinary course of their various business activities, the initial purchasers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. Certain of the initial purchasers or their respective affiliates that have a lending relationship with us routinely hedge, and certain other of the initial purchasers or their affiliates that have a lending relationship with us may hedge, their credit exposure to us consistent with their customary risk management policies. A typical such hedging strategy would include these initial purchasers or their affiliates hedging such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities. The initial purchasers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

An affiliate of SunTrust Robinson Humphrey, Inc. acts as administrative agent and collateral agent in connection with the ABL Facility, an affiliate of Deutsche Bank Securities Inc. acts as administrative agent and collateral agent in connection with the First-Lien Facility and certain of the initial purchasers act or may act as lenders under the Senior Secured Credit Facilities.

Certain of the initial purchasers and/or their affiliates may hold a portion of the Existing Secured Notes and, as such, may receive a portion of the net proceeds in connection with this offering. Additionally, certain of the initial purchasers and/or their affiliates may be lenders under the First Lien Facility and, as such, may receive a portion of the net proceeds in connection with the repayment of existing indebtedness under the First Lien Facility.

We have agreed to indemnify the initial purchasers against certain liabilities, including liabilities under the Securities Act, or to contribute to payments that the initial purchasers may be required to make because of any of those liabilities.

We expect that delivery of the notes will be made against payment therefor on , 2016, which will be the tenth business day following the date of pricing of the notes (such settlement being referred to as "T+ "). Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date hereof or on the next succeeding business days will be required, by virtue of the fact that the notes initially settle in T+ , to specify an alternative settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the notes which wish to trade the notes during such period should consult their advisors.

Notice to Prospective Investors in the European Economic Area

In relation to each member state of the European Economic Area that has implemented the Prospectus Directive (each, a relevant member state), with effect from and including the date on which the Prospectus Directive is implemented in that relevant member state (the relevant implementation date), an offer of the notes described in this offering circular may not be made to the public in that relevant member state other than:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by us for any such offer; or
- in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of the notes shall require us or any initial purchasers to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For purposes of this provision, the expression an "offer of securities to the public" in any relevant member state means the communication in any form and by any means of sufficient information on the terms of the offer and the notes to be offered so as to enable an investor to decide to purchase or subscribe for the notes, as the expression may be varied in that member state by any measure implementing the Prospectus Directive in that member state, and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the relevant member state) and includes any relevant implementing measure in the relevant member state. The expression 2010 PD Amending Directive means Directive 2010/73/EU.

The sellers of the notes have not authorized and do not authorize the making of any offer of the notes through any financial intermediary on their behalf, other than offers made by the initial purchasers with a view to the final placement of the notes as contemplated in this offering circular. Accordingly, no purchaser of the notes, other than the initial purchasers, is authorized to make any further offer of the notes on behalf of the sellers or the initial purchasers.

Notice to Prospective Investors in the United Kingdom

This offering circular is only being distributed to, and is only directed at, persons in the United Kingdom that are qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive that are also (i) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order") or (ii) high net worth entities, and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (each such person being referred to as a "relevant person"). This offering circular and its contents are confidential and should not be distributed, published or reproduced (in whole or in part) or disclosed by recipients to any other persons in the United Kingdom. Any person in the United Kingdom that is not a relevant person should not act or rely on this document or any of its contents.

Notice to Canadian Residents

Resale Restrictions

The distribution of notes in Canada is being made only in the provinces of Ontario, Quebec, Alberta and British Columbia on a private placement basis exempt from the requirement that we prepare and file a prospectus with the securities regulatory authorities in each province where trades of these securities are made. Any resale of the notes in Canada must be made under applicable securities laws which may vary depending on the relevant

jurisdiction, and which may require resales to be made under available statutory exemptions or under a discretionary exemption granted by the applicable Canadian securities regulatory authority. Purchasers are advised to seek legal advice prior to any resale of the securities.

Representations of Canadian Purchasers

By purchasing notes in Canada and accepting delivery of a purchase confirmation, a purchaser is representing to us and the dealer from whom the purchase confirmation is received that:

- the purchaser is entitled under applicable provincial securities laws to purchase the notes without the benefit of a prospectus qualified under those securities laws as it is an "accredited investor" as defined under National Instrument 45-106—*Prospectus Exemptions*,
- the purchaser is a "permitted client" as defined in National Instrument 31-103—*Registration Requirements, Exemptions and Ongoing Registrant Obligations*,
- where required by law, the purchaser is purchasing as principal and not as agent, and
- the purchaser has reviewed the text above under Resale Restrictions.

Conflicts of Interest

Canadian purchasers are hereby notified that Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., Citigroup Global Markets Inc., KeyBanc Capital Markets Inc. and SunTrust Robinson Humphrey, Inc. are relying on the exemption set out in section 3A.3 or 3A.4, if applicable, of National Instrument 33-105—*Underwriting Conflicts* from having to provide certain conflict of interest disclosure in this document.

Statutory Rights of Action

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the offering circular (including any amendment thereto) such as this document contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser of these securities in Canada should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Enforcement of Legal Rights

All of our directors and officers as well as the experts named herein may be located outside of Canada and, as a result, it may not be possible for Canadian purchasers to effect service of process within Canada upon us or those persons. All or a substantial portion of our assets and the assets of those persons may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against us or those persons in Canada or to enforce a judgment obtained in Canadian courts against us or those persons outside of Canada.

Taxation and Eligibility for Investment

Canadian purchasers of notes should consult their own legal and tax advisors with respect to the tax consequences of an investment in the notes in their particular circumstances and about the eligibility of the notes for investment by the purchaser under relevant Canadian legislation.

LEGAL MATTERS

The validity of the notes offered hereby will be passed upon for us by Kirkland & Ellis LLP, New York, New York. Certain legal matters in connection with the offering of the notes will be passed upon for the initial purchasers by Cahill Gordon & Reindel LLP, New York, New York.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The financial statements of Builders FirstSource, Inc. as of December 31, 2015 and December 31, 2014 and for each of the three years in the period ended December 31, 2015, incorporated by reference into this offering circular, and the effectiveness of internal control over financial reporting as of December 31, 2015 have been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report accompanying those financial statements.

INDEPENDENT ACCOUNTANTS

The financial statements of ProBuild Holdings, Inc. as of December 31, 2014 and December 31, 2013 and for each of the three years in the period ended December 31, 2014, incorporated by reference into this offering circular, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their report accompanying those financial statements.

AVAILABLE INFORMATION

We have agreed that, for so long as any notes remain outstanding and we are not subject to the information requirements of Section 13 or 15(d) of the Exchange Act, we will furnish to holders of the notes and prospective purchasers thereof the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act in order to permit compliance with Rule 144A in connection with resales of such notes.

We and the initial purchasers have not authorized anyone to provide you with any information other than that contained in this offering circular or in a document to which we have referred you. We and the initial purchasers take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. You should assume that the information appearing in this offering circular is accurate only as of the date on the front cover of this offering circular.

This offering circular contains summaries of certain agreements that we have entered into or will enter into in connection with this offering, such as the Indenture. The descriptions of these agreements contained in this offering circular do not purport to be complete and are subject to, or qualified in their entirety by reference to, the definitive agreements. Copies of the definitive agreements will be made available without charge to you in response to a written or oral request to us at the following address and telephone number:

2001 Bryan Street, Suite 1600
Dallas, Texas 75201
(214) 880-3500
Attn: Corporate Secretary

$750,000,000

Builders FirstSource, Inc.
% Senior Secured Notes due 2024

PRELIMINARY OFFERING CIRCULAR

, 2016

Joint Book-Running Managers

Credit Suisse

Deutsche Bank Securities

Co-Managers

Citigroup

KeyBanc Capital Markets

SunTrust Robinson Humphrey