UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended December 1, 2024

Commission file number: 001-06631

LEVI STRAUSS & CO.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**94-0905160**
(State or Other Jurisdiction of Incorporation or Organization)	*(I.R.S. Employer Identification No.)*

1155 Battery Street, San Francisco, California 94111
(Address of Principal Executive Offices) (Zip Code)

(415) 501-6000
(Registrant's Telephone Number, Including Area Code)

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Class A Common Stock, $0.001 par value per share	**LEVI**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☑ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☑ Non-accelerated filer ☐ Accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☑

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☑

The aggregate market value of the registrant's shares of Class A common stock held by non-affiliates of the registrant as of May 26, 2024, the last business day of the registrant's most recently completed second fiscal quarter, was $2,303,810,069 based on the closing price reported for such date on the New York Stock Exchange.

As of January 23, 2025, the registrant had 104,566,642 shares of Class A common stock, $0.001 par value per share and 291,313,971 shares of Class B common stock, $0.001 par value per share, outstanding.

Documents incorporated by reference: Portions of the registrant's definitive Proxy Statement for the 2025 Annual Meeting of Stockholders to be filed with the U.S. Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year covered by this Annual Report on Form 10-K are incorporated by reference in Part III, Items 10-14 of this Annual Report on Form 10-K.

LEVI STRAUSS & CO.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain matters discussed in this Annual Report, including (without limitation) statements in "Business" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and the Private Securities Litigation Reform Act of 1995. Any statements herein that are not statements of historical fact are forward-looking statements. Words such as “believe”, “will”, “will be”, “will continue”, “will likely result”, “may”, “predicts”, “so we can”, “when”, “anticipate”, “intend”, “estimate”, “expect”, “project”, “could”, “plans”, ‘seeks”, “aim” or the negatives of such terms and similar expressions are intended to identify forward-looking statements. Although we believe that, in making any such statements, our expectations are based on reasonable assumptions, any such statement may be influenced by factors that could cause actual outcomes and results to be materially different from those projected.

These forward-looking statements include statements relating to our anticipated financial performance and business prospects, including:

- our business strategies, market outlook and opportunities, including our focus on elevating and strengthening our brand, the portion of our net revenues we aim to have represented by our direct-to-consumer business, our digital presence and growth into under-penetrated parts of our business, our expectations regarding gross and Adjusted EBIT margins, and our plans and expectations for the benefits of investments in operational excellence including steps to improve our speed-to-market;
- our commitment to increasing total shareholder returns through our capital allocation priorities;
- our ability to achieve anticipated operating model optimization, simplified processes and cost savings from our global productivity initiative;
- the potential impact of the uncertain macroeconomic environment on our financial results, including, but not limited to, the effects of sustained global inflationary pressures and interest rates, potential economic slowdowns or recessions, trade restrictions and regulatory changes, and global supply chain disruptions;
- demand and market expansion for our products and the seasonality of our business;
- the effect of inflation on our business, including any future pricing actions taken in an effort to mitigate the effects of inflation and potential impacts on our revenue, operating margins and net income;
- foreign currency and exchange counterparty exposures;
- the adequacy of our liquidity position;
- future shareholder returns, including share repurchases and dividends;
- the impact of pending legal proceedings; and
- planned acquisitions and dispositions and their expected impact.

These forward-looking statements speak only as of the date of this report and we do not undertake any obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, even if experience or future events make it clear that any expected results expressed or implied by these forward-looking statements will not be realized. Although we believe that the expectations reflected in these forward-looking statements are reasonable, these expectations may not prove to be correct, or we may not achieve the financial results, savings or other benefits anticipated in the forward-looking statements. These forward-looking statements are necessarily estimates reflecting the best judgment of our senior management and involve a number of risks and uncertainties, some of which may be beyond our control. For more information, see "Summary of Risks Affecting our Business" below and "Risk Factors" in Part I, Item 1A on this Annual Report. Actual results could differ materially from those discussed below and in our other filings with the Securities and Exchange Commission. These risks and uncertainties, including those disclosed in our other filings with the Securities and Exchange Commission, could cause actual results to differ materially from those suggested by the forward-looking statements.

We have based the forward-looking statements contained in this Annual Report primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, prospects, business strategy and financial needs. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties, assumptions and other factors described under “Risk Factors” and elsewhere in this Annual Report. These risks are not exhaustive. Other sections of this Annual Report include additional factors that could adversely affect our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment.

New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Annual Report. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Annual Report, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely upon these statements.

The forward-looking statements made in this Annual Report relate only to events as of the date on which such statements are made. We undertake no obligation to update any forward-looking statements after the date of this Annual Report or to conform such statements to actual results or revised expectations, except as required by law.

As used herein, "Levi Strauss", "Levi", "Levi’s”, "the company", "the Company", "we", "us", "our" and similar terms include Levi Strauss & Co. and its subsidiaries, unless the context indicates otherwise.

SUMMARY OF RISKS AFFECTING OUR BUSINESS

Our business is subject to numerous risks. The following summary highlights some of the risks you should consider with respect to our business and prospects. This summary is not complete, and the risks summarized below are not the only risks we face. You should review and carefully consider the risks and uncertainties described in more detail in the "Risk Factors" section of this Annual Report on Form 10-K which includes a more complete discussion of the risks summarized below as well as a discussion of other risks related to our business and an investment in our Class A common stock.

The summary of risks affecting our business includes:

- global economic conditions have had, and will likely continue to have, an adverse effect on our business, operating results and financial condition;
- we are a global company with significant revenues and earnings generated internationally, which exposes us to the impact of foreign currency fluctuations and political and economic risks;
- we may be adversely affected by the financial health of our customers;
- extreme weather conditions and natural disasters could negatively impact our operating results and financial condition;
- our success depends on our ability to maintain the value and reputation of our brands;
- the success of our business depends upon our ability to forecast and respond timely to consumer demand and market conditions and offer on-trend and new and updated products at attractive price points;
- failure to continue to obtain or maintain high-quality endorsers of our products, or actions taken by our endorsers, could harm our business;
- we depend on a group of key wholesale customers for a significant portion of our revenues, and a significant adverse change in a customer relationship or in a customer's performance or financial position could harm our business and financial condition;
- our efforts to expand our retail business may not be successful, which could impact our operating results;
- if the technology-based systems that give our consumers the ability to shop or interact with us online do not function effectively, our operating results as well as our ability to grow our digital commerce business globally or to retain our customer base, could be materially adversely affected;
- we may be unable to maintain or increase our sales through our third-party distribution channels;
- if we encounter problems with our distribution our ability to deliver our products to market could be adversely affected;
- unexpected obstacles in new and existing markets may limit our expansion opportunities and cause our business and growth to suffer;
- we face risks arising from the ongoing restructuring of our operations and uncertainty with respect to our ability to achieve any anticipated cost savings associated with such restructuring;
- our business is affected by seasonality and other factors could result in fluctuations in our quarterly operating results;
- we rely significantly on information technology and data to operate our business, including our supply chain and retail operations, and any delay or problem with operating or upgrading that technology or data, or those third parties upon which we rely, could cause a disruption to our business and adversely affect our financial results;
- we may be subject to security breaches or other confidential data theft from our systems, which can lead to adverse consequences, including but not limited to regulatory investigations or actions, litigation, fines and penalties, harm to our ability to effectively operate our business, claims that we breached our data privacy or security obligations, harm to our reputation, and a loss of customers or sales;
- disruptions or delays at our third-party service providers could adversely impact our operations;
- our inability to secure production sources meeting our quality, cost, social and environmental risk mitigation, and other requirements, or failures by our contract manufacturers to perform, could harm our sales, service levels and reputation;

- our suppliers may be impacted by economic conditions and cycles and changing laws and regulatory requirements which could impact their ability to do business with us or cause us to terminate our relationship with them and require us to find replacements, which we may have difficulty doing;
- the global apparel industry is subject to intense competition and cost and pricing pressure;
- increases in the price or availability of raw materials could increase our cost of goods and negatively impact our financial results;
- our business is subject to risks associated with sourcing and manufacturing overseas as well as risks associated with potential tariffs, transportation disruptions or a global trade war;
- the loss of high-quality employees, including members of our executive management team and other key employees, or the failure to attract and retain key personnel or maintain our workplace culture, could harm our business;
- certain employees in our production and distribution facilities are covered by collective bargaining agreements, and any material job actions could negatively affect our results of operations;
- we have substantial liabilities and cash requirements associated with our postretirement benefits, pension, and deferred compensation plans;
- our licensees and franchisees may not comply with our product quality, manufacturing standards, social, environmental, marketing, and other requirements, which could negatively affect our reputation and business;
- our current and future products may experience quality problems from time to time that could result in negative publicity, litigation, product recalls and warranty claims, which could result in decreased revenues and harm to our brands;
- we are subject to stringent and changing obligations related to data privacy and security and our actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions, litigation, fines and penalties, disruptions of our business operations, reputational harm and other adverse business or financial consequences;
- our ability to pay dividends, repurchase stock and make acquisitions is dependent on a variety of factors, including restrictions in our notes, indentures and Credit Facility that may limit our activities; and
- the dual class structure of our common stock concentrates voting control with descendants of the family of Levi Strauss, who have the ability to control the outcome of matters submitted for stockholder approval, which will limit your ability to influence corporate matters and may depress the trading price of our Class A common stock.

WHERE YOU CAN FIND MORE INFORMATION

Investors and others should note that we announce material financial information to our investors using our corporate website, press releases, SEC filings and public conference calls and webcasts (including our Investor Relations page at http://investors.levistrauss.com). We also use the following social media channels as a means of disclosing information about our company, products, planned financial and other announcements, attendance at upcoming investor and industry conferences and other matters, as well as for complying with our disclosure obligations under Regulation FD promulgated under the Securities Exchange Act of 1934, as amended:

- our X account (previously Twitter account) (https://X.com/LeviStraussCo);
- our company blog (https://www.levistrauss.com/unzipped-blog/);
- our Facebook page (https://www.facebook.com/levistraussco/);
- our LinkedIn page (https://www.linkedin.com/company/levi-strauss-&-co-);
- our Instagram page (https://www.instagram.com/levistraussco/); and
- our YouTube channel (https://www.youtube.com/user/levistraussvideo).

The information we post through these channels may be deemed material. Accordingly, investors should monitor these channels in addition to following our press releases, SEC filings and public conference calls and webcasts. This list may be updated from time to time. The information we post through these channels is not a part of this Annual Report.

PART I

Item 1. *BUSINESS*

Overview

From our California Gold Rush beginnings, we have grown into one of the world's largest brand-name apparel companies. A history of responsible business practices, rooted in our core values, has helped us build our brands and engender consumer trust around the world. Under our Levi's®, Dockers®, Levi Strauss Signature™, Denizen® and Beyond Yoga® brands, we design, market and sell – directly or through third parties and licensees – products that include jeans, casual and dress pants, activewear, tops, shorts, skirts, dresses, jackets and related accessories for men, women and children around the world. In the first quarter of 2024 we announced the strategic decision to discontinue the Denizen® brand. In the fourth quarter of 2024 we announced we are undertaking an evaluation of strategic alternatives to the global Dockers® business, including a sale or other strategic transactions.

Our Levi's Brands business, which includes the Levi's®, Levi Strauss Signature™ and Denizen® brands, is presented in our financial statements under the caption of Levi's Brands and is defined geographically in three reportable segments: Americas, Europe and Asia. The Dockers® and Beyond Yoga® businesses are presented in our financial statements under the caption of Other Brands.

Our Global Reach

Our products are sold in approximately 120 countries. We service our customers through our global infrastructure, developing, sourcing and marketing our products around the world. Although our brands are recognized as authentically "American", we derived over half of our net revenues from outside the United States in fiscal year 2024.

Our products are sold in approximately 50,000 retail locations worldwide, including approximately 3,400 brand-dedicated stores and shop-in-shops. In the United States, chain retailers and department stores have traditionally been the primary distribution channels for our Levi's® and Dockers® products. Outside the United States, department stores, specialty retailers, franchised or other brand-dedicated stores and shop-in-shops have traditionally been our primary distribution channels. Levi's® and Dockers® products are also sold through our brand-dedicated company-operated retail stores and through our global digital business, which includes our company-operated e-commerce sites as well as the online businesses of our wholesale customers, including those of traditional wholesalers as well as pure-play (online-only) wholesalers. Beyond Yoga® products are sold in the United States primarily through specialty retailers, pure-play wholesalers, brand-dedicated company-operated retail stores and a company-operated brand dedicated e-commerce site. We distribute Levi Strauss Signature™ and Denizen® brand products primarily through mass channel retailers in the Americas, including the e-commerce sites operated by some of our key wholesale customers and other pure-play customers.

We were founded in San Francisco, California in 1853 and were incorporated in Delaware in 1970. We conduct our operations outside the United States through foreign subsidiaries. Our primary corporate office is located at Levi's Plaza, 1155 Battery Street, San Francisco, California 94111, and our main telephone number is (415) 501-6000.

Our website – www.levistrauss.com – contains additional and detailed information about our history, our products and our commitments. Financial news and reports and related information about our company can be found at http://investors.levistrauss.com.

We file or furnish electronically with the U.S. Securities and Exchange Commission (the "SEC") annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We make copies of these reports available free of charge through our investor relations website as soon as reasonably practicable after we file or furnish them with the SEC. The SEC maintains a website at www.sec.gov that contains reports, proxy and information statements and other information regarding Levi Strauss and other issuers that file electronically with the SEC.

Information contained on or accessible through our websites is not incorporated into, and does not form a part of, this Annual Report or any other report or document we file with the SEC, and any references to our websites are intended to be inactive textual references only.

Our Business Strategies

We aspire to be the world's best apparel company, famous for our brands and values. Our business strategies are focused on our fundamental advantages and prioritize the most important areas that we believe will drive long-term success. We believe these strategies over the long term will set us up to deliver annual net revenue growth of approximately 6-8%, reaching approximately $9 billion to $10 billion in total company net revenue, and to grow Adjusted EBIT margins to approximately 15% over the long term, all while living our mission of delivering profits through principles.

The following three "where to play" choices serve as our strategic framework for what we intend to achieve:

- *Brand Led*: Our brands are authentic, original and loved by consumers the world over. We plan to continue elevating and strengthening all of our brands through integrating product, design, positioning, marketing and consumer experience to ensure they are the "Center of Culture". We will continue men's bottoms denim leadership globally while driving outsized growth in women's and tops through a sharpened focus on denim dressing and denim lifestyle, building end-to-end capability in key lifestyle apparel categories beyond jeans. We believe these actions will strengthen loyalty with our existing fans while also creating new lifelong ones.
- *DTC First:* We believe our direct-to-consumer ("DTC") channels allow us to showcase the fullest expression of our brands and drive category diversification while also enhancing connections with the consumer. As a result, we plan to continue building a harmonized omni-channel marketplace where each channel reinforces the other, driving consumer engagement and increasing their satisfaction. This requires increased investments in our stores, expanding our brick-and-mortar retail footprint with a focus on mainline expansion, technology to win with the consumer and our people, and enhancing our in-store, ecommerce and omni-channel capabilities to further elevate the shopping experience. In addition to our DTC initiatives, we will also focus on our wholesale channel, partnering with customers that are focused on delivering high quality results and service to our consumers, while also elevating our Levi's® brands.
- *Power the Portfolio*: We plan to accelerate our global reach while ensuring our U.S. operations continue to deliver steady growth, including unlocking the potential of Beyond Yoga.

Our success will be driven not just by what we do, but how we do it. Our three strategic choices are supported by a foundation of the following enablers:

- *One Team:* We will harness our talent, culture and values as competitive advantages by fostering a collaborative and inclusive culture where everyone brings their full selves to work, cultivating industry-leading talent and empowering the teams who serve our fans.
- *Operational Excellence*: We will execute with excellence and leverage our global scale by continuing to look for ways to embrace agility, reduce complexity and further streamline our ways of working. This includes taking steps to improve our speed to market calendar with a focus on servicing consumer demand globally and creating fewer touch points as merchandise goes to market. We believe these actions will drive efficiencies, reduce lead times and allow us to respond quickly to changes in consumer demand while also improving our inventory turns, working capital and cash conversion cycle.

We plan to continue to manage our costs aggressively so that we can invest in the areas that will drive growth and help us deliver Adjusted EBIT margins of 15% over the long term. As we grow net revenues and gross margins, we plan to drive leverage on our investments, and improve our structural economics across channels.

Our ability to deliver our long term goals assumes no significant worsening of inflationary pressures, supply chain disruptions, foreign currency impacts and the impact of geopolitical conflict. If any of these impacts change significantly, the timing of when we achieve our long term goals will be affected.

For more information on our calculation of Adjusted EBIT margin, see "Item 7 – Management's Discussion and Analysis – Non-GAAP Financial Measures." A reconciliation of non-GAAP forward looking information to the corresponding GAAP measures cannot be provided without unreasonable efforts due to the challenge in quantifying various items including but not limited to, the effects of foreign currency fluctuations, taxes, and any future restructuring, restructuring-related, severance and other charges.

Our Brands and Products

We offer a broad range of products including jeans, casual and dress pants, activewear, tops, shorts, skirts, dresses, jackets, footwear and related accessories. Across all of our brands, pants – including jeans, casual pants, dress pants and activewear – represented 67%, 68%and 67% of our total units sold in fiscal years 2024, 2023 and 2022, respectively. Tops –

including shirts, sweaters, jackets, dresses and jumpsuits – represented 27%, 26% and 26% of our total units sold in fiscal years 2024, 2023 and 2022, respectively. The remainder of our products are footwear, which represented 2% of our total units sold in fiscal years 2024, 2023, and 2022, and accessories. Men's products generated 63%, 64% and 65% of our net revenues in fiscal years 2024, 2023 and 2022, respectively. Women's products generated 36%, 34% and 33% of our net revenues in fiscal years 2024, 2023 and 2022, respectively. The remainder of our products are non-gendered. Products other than denim bottoms – which include tops, footwear and accessories and pants excluding jeans – represented 39%, 39%, and 38% of our net revenues in fiscal years 2024, 2023 and 2022, respectively.

Levi's® Brand

The Levi's® brand epitomizes classic, authentic American style and effortless cool. Levi's® is an authentic and original lifestyle brand and the #1 brand globally in jeanswear (measured by total retail sales). Since their inception in 1873, Levi's® jeans have become one of the most recognizable garments in the world – reflecting the aspirations and earning the loyalty of people for generations. Consumers around the world instantly recognize the distinctive traits of Levi's® jeans, including the Arcuate Stitching Design and the Red Tab Device. The Levi's® brand continues to evolve to meet the tastes of today's consumers, driven by its distinctive pioneering and innovative spirit. Our range of leading jeanswear, other apparel items and accessories for men, women and children is available in approximately 120 countries, allowing individuals around the world to express their personal style.

The Levi's® brand encompasses a range of products. Levi's® Red Tab™ products are the foundation of the brand, consisting of a wide spectrum of jeans and jeanswear offered in a variety of fits, fabrics, finishes, styles and price points intended to appeal to a broad spectrum of consumers. The line includes the iconic 501® jean, the original and best-selling five-pocket jean of all time. In 2023, we celebrated the 150th anniversary of the 501® jean. The line also incorporates a full range of jeanswear fits and styles designed specifically for women. Sales of Red Tab™ products represented the majority of our Levi's® brand net revenues globally in fiscal years 2024, 2023 and 2022. We offer premium products around the world under the Levi's® brand, including a range of premium pants, tops, shorts, skirts, jackets, footwear, and related accessories.

Our Levi's® brand products accounted for 89%, 87%, and 87% of our net revenues in each of the fiscal years 2024, 2023 and 2022, respectively, approximately half of which were generated in our Americas segment in each of these years.

Levi Strauss Signature™ and Denizen® Brands

In addition to our Levi's® brand, we offer the Levi Strauss Signature™ and Denizen® brands, which are focused on value-conscious consumers who seek quality craftsmanship and great fit and style at affordable prices. We offer denim jeans, casual pants, tops and jackets in a variety of fits, fabrics and finishes for men, women and children under the Levi Strauss Signature™ brand through the mass retail channel primarily in the United States and Canada. The Levi Strauss Signature™ brand was introduced in 2003. The Denizen® brand was introduced in the United States starting in 2011, and includes a variety of jeans to complement active lifestyles and to empower consumers to express their aspirations, individuality and attitudes. The Denizen® brand is sold through wholesale accounts primarily within the United States. In the first quarter of 2024 we announced the strategic decision to discontinue the Denizen® brand with operations winding down during fiscal year 2024 and into 2025.

Our Levi Strauss Signature™ products accounted for 3%, 4% and 4% of our net revenues in fiscal years 2024, 2023 and 2022, respectively. Our Denizen® brand products accounted for 1%, 1% and 2% of our net revenues in fiscal years 2024, 2023 and 2022, respectively.

Dockers® Brand

Founded in 1986, the Dockers® brand sparked a revolution in the way millions of men dressed around the world, shifting from the standard issue suit to a more casual look. Today, the Dockers® brand continues to be the authority on khaki and offers a wide range of apparel and accessories, for men and women, with no compromises in quality – always superior comfort and versatile style. While the brand remains focused on the classic khaki style and its founding principles, Dockers® has evolved its offerings to include more variety and appeal to a broader set of shoppers in both their professional and personal lives. There are approximately 100 company-operated retail stores – predominately in the south of Europe and Latin America. In the fourth quarter of 2024 we announced we are undertaking an evaluation of strategic alternatives to the global Dockers® business, including a sale or other strategic transactions.

Our Dockers® brand products accounted for 5% of our net revenues in each of the fiscal years 2024, 2023 and 2022 and are sold in approximately 50 countries.

Beyond Yoga® Brand

Our Beyond Yoga® brand is a body positive, premium athleisure apparel brand focused on quality, fit and comfort for all shapes and sizes. Beyond Yoga® was founded in 2005 to promote body positivity, honoring and celebrating every body from XXS-4X. The brand produces clothing that fosters well-being in luxuriously soft, no-hassle care fabrics for styles that keep up with the toughest workouts and beyond. Beyond Yoga® is about more than just comfort and performance; the brand has created an inclusive community centered on body positivity, the celebration of diversity, and giving back to causes in which it believes. The company is female-founded, female-run and nearly 90% female-led. The brand has seven total stores.

Our Beyond Yoga® brand products accounted for 2% of our net revenues in each of the fiscal years 2024, 2023, and 2022.

Sales, Distribution and Customers

We recognize wholesale revenue from sales of our products through third-party retailers such as department stores, specialty retailers, third-party e-commerce sites and franchise locations dedicated to our brands. We also sell our products directly to consumers through a variety of formats, including our own company-operated mainline and outlet stores, company-operated e-commerce sites and select shop-in-shops located in department stores and other third-party retail locations.

We seek to make our products available where consumers shop, providing both in-store and online shopping experiences, as well as offering products that are appropriately tailored for our wholesale customers and their retail consumers. We take care to select wholesale customers and distributors that we believe will represent our brands in a manner consistent with our values and growth strategies. Sales to our top ten wholesale customers totaled 26%, 28% and 31% of our net revenues in fiscal years 2024, 2023, and 2022, respectively. No single customer represented 10% or more of our net revenues in any of these years.

We also sell our products directly to consumers through shop-in-shops located in certain of our wholesale customers' and other third-party retail locations. Typically, this format is conducted on a concession basis, whereby the inventory continues to be owned by us (not the retailer) until ultimate sale to the end consumer. The salespeople involved in these transactions are generally our employees and not those of the retailer. We recognize revenue in the amount of the sale to the end consumer, while paying our partners a commission. We operated approximately 600 of these shop-in-shops as of December 1, 2024.

Dedicated Stores and E-commerce Sites

We believe retail stores dedicated to our brands are important for the growth, visibility, availability and commercial success of our brands, and they are an increasingly important part of our "DTC First" strategy. Our brand-dedicated stores are either operated by us or by independent third parties such as franchisees. In addition to the dedicated stores, we maintain brand-dedicated e-commerce sites that sell products directly to consumers.

Company-operated brick-and-mortar retail stores. Our company-operated retail stores, comprising both mainline and outlet stores, generated 31%, 29% and 26% of our net revenues in fiscal years 2024, 2023 and 2022, respectively. As of December 1, 2024, we had 1,276 company-operated stores located in 39 countries. The majority of the stores are dedicated to the Levi's® brand, with 458 stores in the Americas, 299 stores in Europe, and 406 stores in Asia. We had 106 Dockers® brand-dedicated stores globally and 7 Beyond Yoga® stores as of December 1, 2024. During 2024, we added 157 company-operated stores and closed 53 stores.

Franchised and other stores. Franchised, licensed, or other forms of brand-dedicated stores operated by independent third parties sell Levi's® and Dockers® products in markets outside the United States. There were approximately 1,300 of these stores as of December 1, 2024, and they are a key element of our international distribution. In addition to these stores, we consider our network of brand-dedicated shop-in-shops, which are located within department stores and other third-party retail locations and may be either operated directly by us or third parties, to be an important component of our retail distribution in international markets. Outside the United States, approximately 110 of these shop-in-shops were operated by third parties as of December 1, 2024.

E-commerce sites. We maintain brand-dedicated e-commerce sites, including www.levi.com, www.dockers.com and www.beyondyoga.com, that sell products directly to consumers across multiple markets around the world. These sites represented 10%, 9% and 7% of total net revenues in fiscal years 2024, 2023 and 2022, respectively; and 21%, 20% and 19% of DTC channel net revenues in fiscal years 2024, 2023 and 2022, respectively.

Information contained on or accessible through our websites is not incorporated into, and does not form a part of, this Annual Report or any other report or document we file with the SEC, and any references to our websites are intended to be inactive textual references only.

Seasonality of Sales

We typically achieve our largest quarterly revenues in the fourth quarter. In fiscal year 2024, our net revenues in the first, second, third and fourth quarters represented 24%, 23%, 24% and 29%, respectively, of our total net revenues for the fiscal year. In fiscal year 2023, our net revenues in the first, second, third and fourth quarters represented 27%, 22%, 24% and 27%, respectively, of our total net revenues for the year.

We typically achieve a significant amount of revenues from our DTC channel on the Friday following Thanksgiving Day, which is commonly referred to as Black Friday. Due to the timing of our fiscal year end, a particular fiscal year might include one, two or no Black Fridays, which could impact our net revenues for the fiscal year. Fiscal years 2024, 2023 and 2022 each included one Black Friday.

We use a 52- or 53- week fiscal year, with each fiscal year ending on the Sunday that is closest to November 30 of that year. Certain of our foreign subsidiaries have fiscal years ending November 30. Each fiscal year generally consists of four 13-week quarters, with each quarter ending on the Sunday that is closest to the last day of the month of that quarter. Fiscal year 2024 was a 53-week year, ending on December 1, 2024 and fiscal years 2023 and 2022 were 52-week years, ending on November 26, 2023 and November 27, 2022, respectively. Each quarter of fiscal years 2024, 2023 and 2022 consisted of 13 weeks, with the exception of the fourth quarter of fiscal year 2024 which consisted of 14 weeks. Fiscal year 2024 benefited from a 53rd week, which was included in the fourth quarter, impacting net revenues by approximately $85 million, or 1.3%.

The level of our working capital reflects the seasonality of our business and varies throughout the year to support our seasonal and holiday revenue patterns as well as business trends.

Effects of Inflation

Inflationary pressures persist, including increased costs of labor and competition for, and price volatility of, resources throughout the supply chain. Trends such as these have resulted in higher product costs in previous periods and may do so again in the future, increasing pressure to reduce costs and raise product prices, which could have a negative impact on consumer demand. If these inflationary pressures continue, our revenue, operating margins and net income will be impacted in 2025. For more information regarding risks we face with respect to inflation, see “Item 1A – Risk Factors”.

Marketing and Promotion

Our marketing is rooted in globally consistent brand messages that reflect the unique attributes of our brands, including the Levi's® brand as the authentic and original jeanswear brand and Dockers® brand as the definitive khaki. We continually strengthen our portfolio of brands and our positioning at the center of popular culture with a diverse mix of marketing initiatives to drive consumer demand, such as through social media and digital and mobile outlets, sponsorships, product placement in leading fashion magazines and with celebrities, television and radio advertisements, personal sponsorships and endorsements, and selective collaborations with key influencers, integrating ourselves with significant cultural events, and on-the-ground efforts such as street-level events and similar targeted “viral” marketing activities. We also connect with sport and music fans across the world, including through the naming rights to the stadium for the San Francisco 49ers, which we secured in 2013 and extended in 2024.

We are focused on strengthening our brands globally. Through product and communications, our plan is to drive impact and engage the hearts and minds of our consumers while connecting directly and delivering the best experience possible through our DTC channel. In 2024, we deepened our direct, personalized relationships with our consumers through the expansion of our global loyalty programs. The Levi’s® brand reaffirmed its place at the center of culture with “REIIMAGINE,” a fully integrated global campaign with Beyoncé. The campaign reimagines classic Levi’s looks and films and reinterprets several of the brand’s most iconic advertisements while featuring core products like 501 ‘90s, Original Truckers, and Essential Tees. The first chapter debuted in 2024 with subsequent chapters to be run through 2025. Throughout the year, we delivered product freshness and innovation, including new additions such as the 511™ Slim Tech and the launch of new loose and baggy styles.

Our marketing organization includes both global and commercial marketing teams. Our global marketing team is responsible for developing a toolkit of marketing assets and brand guidelines to be applied across all marketing activities, including media, engagement, brand environment and in-store activation. Our commercial marketing teams adapt global tools for local relevance and execute marketing strategies within the markets where we operate.

We also use our websites, including www.levi.com, www.dockers.com, and www.beyondyoga.com in relevant markets to enhance consumer understanding of our brands and help consumers find and buy our products. Information contained on, or that can be accessed through, these websites is not intended to be incorporated by reference into this Annual Report and references to our website addressed in this Annual Report are inactive textual references only.

Sourcing and Logistics

Organization. Our global sourcing and logistics organizations are responsible for taking a product from the design concept stage through production to delivery to our customers. Our objective is to leverage our global scale to achieve product development and sourcing efficiencies and reduce total product and distribution costs while maintaining our focus on product quality, local service levels and working capital management. Our presence in approximately 120 countries enables us to leverage our global scale for product development and sourcing while using our local expertise to tailor products and retail experiences to individual markets.

Product procurement. We source nearly all of our products through independent contract manufacturers. We may have minimum inventory purchase commitments, including fabric commitments, with suppliers that secure a portion of material needs for future seasons. The remainder is sourced from our company-operated manufacturing and finishing plant in South Africa. See "Item 2 – Properties" for more information about these manufacturing facilities.

Sources and availability of raw materials. The principal fibers used in the majority of our products include cotton, synthetics and man-made cellulosics that are used to produce fabrics of 100% composition or blends. The prices we pay our suppliers for our products are dependent in part on the market price for raw materials used to produce them, primarily cotton. The price and availability of cotton may fluctuate substantially, depending on a variety of factors, including the effects of inflation. Current price fluctuations impact the cost of our products in future seasons due to the lead time of our product development cycle. Fluctuations in product costs can cause an increase or decrease in our profitability.

Sourcing locations. We use numerous independent contract manufacturers located throughout the world for the production and finishing of our garments. We conduct assessments of political, social, environmental, economic, trade, labor and intellectual property protection conditions in the countries in which we source our products before placing production in those countries and on an ongoing basis. We also monitor ongoing global trade regulations to optimize our supply chain networks in response to changes in tariffs or other trade policies around the world.

In fiscal year 2024, we sourced product from independent contract manufacturers located in approximately 28 countries around the world, with no more than 30% sourced from any single country, in line with our sourcing strategy. We sourced products in North and South Asia, the Americas, including the United States, Europe and Africa.

Sourcing practices. Our sourcing practices include these elements:

- We require all third-party vendors, including licensees and their authorized subcontractors, who manufacture or finish products for us to contribute to our sustainability goals and to follow all established policies and guidelines. They must comply with our code of conduct relating to supplier working conditions as well as environmental, employment and sourcing practices.
- Our supplier code of conduct covers employment practices such as wages and benefits, working hours, health and safety, working age and discriminatory practices, environmental matters such as wastewater treatment and solid waste disposal, and ethical and legal conduct. We regularly evaluate and refine our code of conduct processes.
- We regularly assess manufacturing and finishing facilities against our supplier code of conduct through periodic on-site facility inspections and improvement activities, including use of independent monitors to supplement our internal staff. We integrate review and performance results into our sourcing decisions.
- We regularly disclose the names and locations of our vendors to provide transparency into our supply chain.

Logistics. During fiscal year 2024 and as part of Project Fuel, the Company is changing its distribution strategy from an owned and operated model to a mix of owned and third-party operated distribution centers used to warehouse and ship products to our wholesale customers, retail stores and e-commerce customers. For more information, see “Item 2 – Properties”.

Distribution center activities include receiving finished goods from our contract manufacturers and plants, inspecting those products, preparing them for retail presentation, and shipping them to our customers, our e-commerce consumers, and to our own stores. Our distribution centers maintain a combination of replenishment and seasonal inventory. In certain locations around the globe, we have consolidated our distribution centers to service multiple countries.

Competition

The global apparel industry is highly competitive and fragmented. It is characterized by low barriers to entry, brands targeted at specific consumer segments, many regional and local competitors, and an increasing number of global competitors. Additionally, the company competes for consumers’ discretionary spend with businesses in other product and experiential categories such as technology, restaurants, travel and media content. Principal competitive factors include:

- anticipating and responding to changing consumer preferences and buying trends in a timely manner, and ensuring product availability at wholesale and DTC channels;
- developing high-quality, innovative products with relevant designs, fits, finishes, fabrics, style and performance features that meet consumer desires and trends;
- maintaining favorable and strong brand name recognition, loyalty and appeal through strong and effective marketing support and consumer intelligence in diverse market segments;
- identifying and securing desirable new retail locations and presenting products effectively at company-operated retail and franchised and other brand-dedicated stores;
- ensuring high-profile product placement at retailers;
- anticipating and responding to consumer expectations regarding e-commerce shopping and shipping;
- optimizing supply chain cost efficiencies and product development cycle lead times;
- withstanding prolonged periods of adverse economic conditions or business disruptions;
- adapting to changes in technology, including the successful utilization of data analytics, artificial intelligence and machine learning;
- sourcing sustainable and traceable raw materials at cost-effective prices;
- recruiting and retaining employees to operate our retail stores, distribution centers and various corporate functions;
- protecting our intellectual property;
- providing attractive, reliable, secure and user-friendly digital commerce sites;
- creating products at a range of price points that appeal to the consumers of both our wholesale customers and our dedicated retail stores and e-commerce sites situated in each of our geographic regions; and
- generating competitive economics for wholesale customers, including retailers, franchisees, and licensees.

We believe we compete favorably with respect to these factors.

We face competition from a broad range of competitors at the global and local levels in diverse channels across a wide range of retail price points, and some of our competitors are larger and have more resources in the markets in which we operate. Our primary competitors include vertically integrated specialty stores, jeanswear brands, khakiwear brands, athletic and activewear companies, retailers' private or exclusive labels, and certain e-commerce sites.

Government Regulations

Our business activities are global and are subject to various federal, state, local, and foreign laws, rules and regulations. For example, substantially all of our import operations are subject to complex trade and customs laws, regulations and tax requirements such as sanctions orders or tariffs set by governments through mutual agreements or unilateral actions. In addition, the countries in which our products are manufactured or imported may from time to time impose additional duties, tariffs or other restrictions on our imports or adversely modify existing restrictions. Changes in tax policy or trade regulations, or the imposition of new tariffs on imported products, could have an adverse effect on our business and results of operations. In addition, we are subject to changing regulatory restrictions and requirements, including in the areas of data privacy, sustainability and responses to climate change. Compliance with laws, rules and regulations has not had, and is not currently expected to have, a material effect on our capital expenditures, results of operations and competitive position. For more information on the potential impacts of government regulations affecting our business, see “Item 1A – Risk Factors”.

Intellectual Property

We have more than 6,100 trademark registrations and pending applications in approximately 180 jurisdictions worldwide, and we acquire rights in new trademarks according to business needs. We regard our trademarks as one of our most valuable assets and believe they have substantial value in the marketing of our products. The Levi's®, Dockers®, Beyond Yoga® and 501® trademarks, the Arcuate Stitching Design, the Tab Device, the Two Horse® Design, the Housemark and the Wings and Anchor Design are among our core trademarks.

We protect these trademarks by registering them with the U.S. Patent and Trademark Office and with governmental agencies in other countries, particularly where our products are manufactured or sold. We work vigorously to enforce and protect our trademark rights by engaging in regular market reviews, helping local law enforcement authorities detect and prosecute counterfeiters, issuing cease-and-desist letters against third parties infringing or denigrating our trademarks, opposing registration of infringing trademarks, and initiating litigation as necessary. We are currently pursuing approximately 320 infringement matters around the world. We also work with trade groups and industry participants seeking to strengthen laws relating to the protection of intellectual property rights in markets around the world.

As of December 1, 2024, we had 82 issued U.S. patents, 17 issued foreign patents and 23 U.S. patent applications pending. Our patents expire between 2025 and 2043. We also had 16 international and foreign patent applications pending. We will continually assess the ability to patent new intellectual property as we develop technologies that we believe are innovative.

History and Corporate Citizenship

Our story began in San Francisco, California in 1853 as a wholesale dry goods business. We invented the blue jean 20 years later. In 1873, we received a U.S. patent for "waist overalls" with metal rivets at points of strain. The first product line designated by the lot number "501" was created in 1890.

In the 19th and early 20th centuries, our work pants were worn primarily by cowboys, miners and other working men in the western United States. Then, in 1934, we introduced our first jeans for women, and after World War II, our jeans began to appeal to a wider market. By the 1960s, they had become a symbol of American culture, representing a unique blend of history and youth. We opened our export and international businesses in the 1950s and 1960s, respectively. The Dockers® brand helped drive "Casual Friday" in the 1990s and has been a cornerstone of casual menswear for more than 30 years.

Today, descendants of the family of Levi Strauss continue to be actively involved in our company. Our Class B common stock is primarily owned by these descendants and their relatives and trusts established for their behalf. In order to facilitate a forum for frequent, open and constructive dialogue between us and these stockholders, the family members have organized a family council, which engages with us on topics of mutual interest, such as our industry, governance, ownership and philanthropy. Management shares information and interacts with the family members, including the family council, in a manner consistent with all applicable laws and regulations.

Throughout this long history, we have upheld our strong belief that we can help shape society through civic engagement and community involvement, responsible labor and workplace practices, philanthropy, ethical conduct, environmental stewardship and transparency. We engage in a "profits through principles" business approach and constantly strive to set higher standards for ourselves and the industry. Our milestone initiatives over the years include: integrating our factories prior to the enactment of the Civil Rights Act of 1964; developing a comprehensive supplier code of conduct that requires safe and healthy working conditions before such codes of conduct became commonplace among multinational apparel companies; offering benefits to same-sex partners in the 1990s, long before most other companies; offering up to eight weeks of paid family leave to help ease the strain on U.S.-based employees caring for an immediate family member with a serious medical condition in 2020; and in 2023, expanding pregnancy leave benefits to provide 12 weeks of paid leave to both U.S. and Canada-based employees.

Environmental, Social and Governance and Human Capital

Environmental, Social and Governance

To advance our progress on environmental, social and governance ("ESG") initiatives and ensure we meet stakeholder expectations for ESG commitments and performance, we hold ourselves accountable to a holistic sustainability strategy. The intent of our sustainability strategy is to be a leader in transparency and impact, to accelerate the circular economy ecosystem, and to inspire employees, communities and value chain partners to join our journey toward an inclusive and regenerative industry in which all people are treated with dignity and respect. Our strategy is focused on issues related to our business and provides a framework for us to continue embedding our sustainability ambitions within our broader business operations to create greater resilience and long term value.

In 2024, we released our 2023 Sustainability Goals and Metrics Report, which included updates and progress against our 16 people- and planet-first goals. The goals include targets tied to various areas across our sustainability strategy and collectively reflect our guiding philosophy of profits through principles. Our sustainability strategy is built around three main pillars — climate, consumption and community. Our climate pillar addresses environmental impacts, including climate action, water stewardship and biodiversity. The consumption pillar focuses on the circular economy, resale and upcycling initiatives, use of sustainable fibers, safer chemicals and waste and plastic reduction. The community pillar encompasses social and societal impacts, including diversity and inclusion; employee support and development; supply chain transparency; and investing in our communities through advocacy and volunteering. Our aim is to continue fortifying each pillar to deliver meaningful progress while evolving our efforts to ensure our business becomes more sustainable.

Human Capital Management

As of December 1, 2024, we employed approximately 18,700 people, approximately 9,900 of whom were located in the Americas, 3,800 of whom were located in Europe, and 5,000 of whom were located in Asia. As of such date, approximately 800 of our employees were associated with the manufacturing and procurement of our products, 10,800 worked in retail, including seasonal employees, 1,900 worked in distribution and 5,200 were other non-production employees. As of December 1, 2024, approximately 5,800 of our employees were represented by a labor union or covered by a collective bargaining agreement. We have not experienced any work stoppages, and we consider our relations with our employees to be good.

Diversity and Inclusion. We believe in living our values: originality, empathy, integrity courage and performance. This means we strive to create a workplace that reflects our consumers and communities in which we conduct our business. We endeavor to create an environment where everyone feels valued, heard and able to contribute to their full potential. We believe these principles benefit our performance by helping us inclusively design innovative products and anticipate and respond to consumer preferences. We released our third impact report in 2024 which reflects our commitment to transparently communicate our objectives. Our "One Team" approach is about harnessing our talent, culture and values and we believe it is a competitive advantage and serves as a driver of business results.

Pay Equity. To help fulfill our commitment to fair and equitable compensation, we historically conducted an independent pay equity audit every other year for our U.S. non-union population, with the most recent audit completed in 2022. In 2023 we developed in-house capabilities with oversight from outside counsel to run a similar analysis annually. We use the data to identify potential adjustments to be incorporated into our annual performance review process for different groups in the U.S. population, including corporate and retail employees as well as distribution center management. The analysis considered job level, performance, experience, and other factors such as promotions and location of jobs. Our in-house analysis confirmed that we do not have any systemic pay differences across gender and ethnicity in the U.S. following any outlier remediation. Further, we examined the gender pay equity for all our global corporate populations. Ethnicity data is not commonly captured internationally, and in some countries illegal for companies to track. We found no statistically significant gender pay differences across these markets. We're also focused on eliminating bias and increasing transparency in pay practices and salary ranges and ensuring objectivity around compensation rewards.

Total Rewards. Our benefits are designed to help employees and their families stay healthy, meet their financial goals, protect their income and help them balance their work and personal lives. These benefits include health and wellness, paid time off, parental leave, employee assistance, competitive pay, career growth opportunities, paid volunteer time, product discounts, and a culture of recognition. Each year, the Compensation and Human Capital Committee conducts a review of our compensation and benefits programs to assess whether the programs are aligned with our business strategies, the competitive practices of our peer companies and our shareholders' interests.

Item 1A. *RISK FACTORS*

Investing in our Class A common stock involves a high degree of risk. You should consider and carefully read all of the risks and uncertainties described below, as well as other information included in this Annual Report and in our other public filings. The risks described below are not the only ones facing us. The occurrence of any of the following risks or additional risks and uncertainties not presently known to us or that we currently believe to be immaterial could materially and adversely affect our business, financial condition or results of operations. In such case, the trading price of our Class A common stock could decline, and you may lose all or part of your original investment. This Annual Report also contains forward-looking statements and estimates that involve risks and uncertainties. Our actual results could differ materially from those anticipated in the forward-looking statements as a result of specific factors, including the risks and uncertainties described below.

Risks Relating to Macroeconomic Conditions and Our Industry

Global economic conditions have had, and will likely continue to have, an adverse effect on our business, operating results and financial condition.

Global economic conditions have impacted, and will likely continue to impact, businesses around the world, including ours. Macroeconomic pressures, including inflation, container shipping disruptions, fluctuations in foreign currency exchange rates, competition for and price volatility of resources created a complex and challenging environment for us in fiscal year 2024 and may continue to impact us in the future. In particular, inflationary pressures persist and have adversely impacted consumer demand and increased labor and product costs. We continue to pursue ways to mitigate these pressures; however, if we are unable to fully mitigate the pressures, our revenue, operating margins and net income will be impacted in fiscal year 2025.

In addition, the following factors attributable to uncertain or deteriorating economic and financial market conditions could have a material adverse effect on our business, operating results and financial condition:

- Our sales are impacted by discretionary spending by consumers. Declines in consumer spending have and in the future may result in reduced demand for our products, increased inventories, reduced orders from retailers for our products, order cancellations, lower revenues, higher discounts, pricing pressure and lower gross margins.
- We may be unable to access financing in the credit and capital markets at reasonable rates.
- We conduct transactions in various currencies, which creates exposure to fluctuations in foreign currency exchange rates relative to the U.S. Dollar. Volatility in the markets and exchange rates for foreign currencies and contracts in foreign currencies has had and may in the future have a significant impact on our reported operating results and financial condition. In particular, rapid strengthening of the U.S. Dollar relative to major foreign currencies, including the Euro and Mexican Peso, unfavorably impacted our fiscal year 2024 results. Continued significant fluctuations of foreign currencies against the U.S. Dollar may further negatively impact our financial results, revenue, operating margins and net income.
- Continued volatility in the availability and prices for commodities and raw materials we use in our products and in our supply chain (such as cotton) could have a material adverse effect on our costs, gross margins and profitability.
- The current domestic and international political environment, including volatile trade relations, conflicts in multiple locations, and the related disruption to shipping lanes and civil unrest have resulted in uncertainty surrounding the future state of the global economy. There is uncertainty with respect to potential changes in trade regulations, sanctions and export controls, which increase volatility in the global economy and foreign currency exchange rates. This environment has affected and may continue to affect production and distribution lead times, increasing our costs and potentially affecting our ability to meet customer demand. If these disruptions persist, they may require us to modify our current sourcing practices, which may impact our product costs, and, if not mitigated, could have a material adverse effect on our business and results of operations.
- If retailers of our products experience declining revenues or have trouble obtaining financing in the capital and credit markets to purchase our products, this could result in reduced orders for our products, order cancellations, late retailer payments, extended payment terms, higher accounts receivable, reduced cash flows, greater expense associated with collection efforts and increased bad debt expense.
- If retailers of our products experience severe financial difficulty, some may become insolvent and cease business operations, which could negatively impact the sale of our products to consumers. If contract manufacturers of our products or other participants in our supply chain experience difficulty obtaining financing in the capital and credit markets to purchase raw materials or to finance capital equipment and other general working capital needs, it may result in delays or non-delivery of shipments of our products.

In uncertain economic environments, we cannot predict whether or when such circumstances may improve or worsen, or what impact, if any, such circumstances could have on our business, results of operations, cash flows and financial position.

We are a global company with significant revenues and earnings generated internationally, which exposes us to the impact of foreign currency fluctuations, as well as political and economic risks.

A significant portion of our revenues and earnings are generated internationally. In addition, a substantial amount of our products comes from sources outside the country of distribution. As a result, we are both directly and indirectly (through our suppliers) subject to the risks of doing business outside the United States, including:

- currency fluctuations, which have impacted our results of operations significantly in prior years;
- political, economic and social instability;
- changes in tariffs, tax laws and global trade policies;
- inflationary pressures;
- regulatory restrictions on our ability to operate in our preferred manner;
- rapidly changing regulatory restrictions and requirements, including in the areas of data privacy, sustainability and responses to climate change, which could result in regulatory uncertainty as well as potential significant increases in compliance costs; and
- less protective foreign laws relating to intellectual property.

For example, the ongoing wars in multiple locations across the globe, as well as economic sanctions and other measures imposed in response thereto, have caused and continue to cause disruption, instability and volatility in global markets. The conflicts have caused and may continue to cause adverse global economic conditions resulting from escalating geopolitical tensions, the exclusion of certain financial institutions from the global banking system, volatility and fluctuations in foreign currency exchange rates and interest rates, inflationary pressures, supply chain and logistics disruptions, such as shipping disruptions in the Red Sea and surrounding waterways, and heightened cybersecurity threats. Although our operations in Russia and the Middle East were and are not significant, the conflicts have resulted in broader economic and security concerns, including in other geographies, which has adversely affected and may continue to adversely affect our business, financial condition or results of operations.

The functional currency for most of our foreign operations is the applicable local currency. As a result, fluctuations in foreign currency exchange rates affect the results of our operations and the value of our foreign assets and liabilities, including debt, which in turn may adversely affect results of operations and cash flows and the comparability of period-to-period results of operations. Changes in foreign currency exchange rates also affect the relative prices at which we and competitors sell products in the same market. Foreign and domestic governmental policies and actions regarding currency valuation could result in actions, for further actions, by other countries and the United States to offset the effects of such fluctuations. The unpredictability and volatility of foreign currency exchange rates has adversely impacted our businesses and financial results in the past and ongoing or unusual volatility may continue to adversely impact us.

Furthermore, due to our global operations, we are subject to numerous domestic and foreign laws and regulations affecting our business, such as those related to labor, employment, worker health and safety, antitrust and competition, environmental protection, consumer protection, privacy, and anti-corruption, including but not limited to the Foreign Corrupt Practices Act (the "FCPA") and the U.K. Bribery Act. We have put into place policies and procedures for our employees, contractors, and agents aimed at ensuring legal and regulatory compliance. Violations of these regulations could subject us to criminal or civil enforcement actions, any of which could have an adverse effect on our business.

We may be adversely affected by the financial health of our customers.

We extend credit to our customers based on an assessment of a customer's financial condition, generally without requiring collateral. To assist in the scheduling of production and the shipping of our products, we offer certain customers the opportunity to place orders five to six months ahead of delivery under our futures ordering program. These advance orders have in the past and may in the future be canceled under certain conditions, and the risk of cancellation may increase when dealing with financially unstable retailers or retailers struggling with economic uncertainty. In the past, some customers have experienced financial difficulties up to and including bankruptcies, which have had an adverse effect on our sales, our ability to collect on receivables and our financial condition. When the retail economy weakens or as consumer behavior shifts, retailers may be more cautious with orders. A slowing or changing economy in our key markets could adversely affect the financial health of our customers, which in turn could have an adverse effect on our results of operations and financial condition. In addition, product sales are dependent in part on high quality merchandising and an appealing retail environment to attract consumers, which requires continuing investments by retailers. Retailers that experience financial difficulties may fail to make such investments or delay them, resulting in lower sales and orders for our products. The ongoing financial uncertainty, particularly for retailers, could also have an effect on our sales, our ability to collect on receivables and our financial condition.

Extreme weather conditions and natural disasters could negatively impact our operating results and financial condition.

Extreme weather conditions in the areas in which our retail stores, suppliers, manufacturers, customers, distribution centers, offices, headquarters, and vendors are located could adversely affect our operating results and financial condition. Moreover, natural disasters such as earthquakes, hurricanes, wildfires and tsunamis, whether occurring in the United States or abroad, and their related consequences and effects, including energy shortages and public health issues, have in the past temporarily disrupted, and could in the future disrupt, our operations, the shipping channels we use, the operations of and the shipping channels used by our vendors, manufacturers and other suppliers or have in the past resulted in, and in the future could result in, economic instability that may negatively impact our operating results and financial condition. In particular, if a natural disaster or severe weather event were to occur in an area in which we or our suppliers, manufacturers, customers, distribution centers or vendors are located, our continued success would depend, in part, on the safety and availability of the relevant personnel and facilities and proper functioning of our or third parties' computer, network, telecommunication and other systems and operations. In addition, a natural disaster or severe weather event could negatively impact retail traffic to our stores or stores that carry our products and could have an adverse impact on consumer spending, any of which could in turn result in negative point-of-sale trends for our merchandise. Natural disasters or severe weather events in regions that produce key raw materials or other inputs for our products, may drive up the prices of those raw materials or constrain the availability of raw materials, adversely affecting our cost of goods. Further, climate change may increase both the frequency and severity of extreme weather conditions and natural disasters, which may affect our business operations, either in a particular region or globally, and the shipping channels we use, as well as the activities of and the shipping channels used by our third-party vendors and other suppliers, manufacturers, and customers. We could incur significant capital expenditures and other costs to improve the climate-related resiliency of our infrastructure and otherwise prepare for, respond to and mitigate the effects of climate change, including compliance with evolving, and at times inconsistent, country specific laws and regulations. In addition, the physical changes prompted by climate change could result in changes in consumer preferences, production capabilities, the productivity of our contract manufacturers, higher insurance premiums and deductibles and the availability of raw materials and costs, which could in turn affect our business, operating results, and financial condition.

We believe the diversity of locations in which we operate, our operational size, disaster recovery, business continuity planning and information technology systems and networks, including the Internet and third-party services position us well, but may not be sufficient for all or for concurrent eventualities. If we were to experience a local or regional disaster or other business continuity event or concurrent events, we could still experience operational challenges, depending upon how a local or regional event may affect our human capital across our operations or regarding particular aspects of our operations, such as key executive officers or personnel. For example, our global headquarters is located in California near major geologic faults that have experienced earthquakes in the past. Further, if we are unable to find alternative suppliers or shipping channels, replace capacity at key manufacturing or distribution locations or quickly repair damage to our information technology systems and networks, including the Internet and third-party services, or supply systems, we could be late in delivering, or be unable to deliver, products to our customers. These events could result in reputational damage, lost sales, cancellation charges or markdowns, all of which could have an adverse effect on our business, results of operations and financial condition.

Public health crises and a future outbreak of a highly infectious or contagious disease, pandemic or epidemic have had and could in the future have an adverse effect on our business and results of operations.

Pandemics, including the emergence of new COVID-19 variants, poses a risk to our business and financial performance, including our ability to execute our near-term and long-term business strategies and initiatives in the expected time frame. The extent of the impact of a pandemic or other health crisis on our business will depend on several factors, including the duration, spread and severity of the pandemic or health crisis, which are uncertain and cannot be predicted, and on the requirements to take action to help limit the spread of the illness and the availability, widespread distribution and acceptance of vaccines and treatments for the pandemic.

Other factors that could negatively affect our business, operations and financial performance in the future and prevent us, our employees, customers, vendors and manufacturers from conducting business activities for an indefinite period of time during a pandemic, epidemic, health crisis or any future outbreak of any highly infectious or contagious disease, include, but are not limited to:

- government mandates, guidance or recommendations regarding future shutdowns or closure requirements;
- other future operational restrictions and delays;
- any recession or inflationary pressures, resulting directly or indirectly, from the pandemic;
- delays in inventory orders and, in turn, delays in deliveries to our wholesale customers and a decrease in availability in our company-operated stores and e-commerce sites;
- a decrease in productivity or other disruptions in our business due to our hybrid work from home policy;
- an increased reliance by those working offsite on residential communication networks and internet providers, which may be more susceptible to service interruptions and cyberattacks and, thus, could result in an increase in phishing and other scams, fraud, money laundering, theft and other criminal activity;
- a disruption, including a worker shortage, in or the temporary or permanent closing of the factories that manufacture our products, the ports and distribution centers where we manage our inventory or the operations of our logistics and other service providers;
- a decrease in available raw materials;
- carrier constraints due to an increase in digital sales;
- a future decision by management to restrict operations or close stores to protect the health and safety of our employees, consumers and communities;
- other threats to the health of our employees;
- an increase in health care costs, resulting directly or indirectly, from the pandemic; and
- negative general macroeconomic conditions.

These factors, among others, may negatively impact sales in our stores and our e-commerce channel and may cause our wholesale customers to purchase fewer products from us. Any significant reduction in consumer visits to, or spending at, our and our customers' stores caused, directly or indirectly, by pandemics, and any continued decreased spending at stores or online caused by decreased consumer confidence and spending, would result in a loss of sales and profits and, as a result, adversely impact our financial results.

Risks Relating to Our Business and Operations

Our success depends on our ability to maintain the value and reputation of our brands.

Our success depends in large part on the value, overall health and reputation of our brands, which are integral to our business and the implementation of our "Brand Led" strategy for expanding our business. Maintaining, promoting and positioning our brands will depend largely on the success of our marketing, design and merchandising efforts and our ability to provide consistent, high-quality products supported by engaging marketing campaigns. In addition, our success in maintaining, extending and expanding our brand image depends on our ability to adapt to a rapidly changing media environment, including our increasing reliance on social media and digital dissemination of advertising campaigns on our digital platforms and through our digital experiences. Our brands and reputation could be adversely affected if we fail to achieve these objectives, if we fail to deliver high-quality products acceptable to our customers and consumers or if we face or mishandle a product recall.

Our brand value also depends on our ability to maintain a positive consumer perception of our brands, corporate integrity and culture. Negative claims or publicity involving us or our products, the production methods, materials or locations of any of our suppliers or contract manufacturers, consumer data or any of our key employees, endorsers or suppliers could seriously damage our reputation, sales and brand image, regardless of whether such claims or publicity are accurate. Social media, which accelerates and potentially amplifies the scope of negative claims or publicity, can increase the challenges of responding to negative claims or publicity. In addition, we, our senior executives and the descendants of the family of our founder, Levi Strauss, may from time to time take positions or actions (including internal programs) or make statements on or charitable donations to social issues, including donations to the Levi Strauss Foundation (which is not one of our consolidated entities), that may be unpopular with some consumers or customers, which may result in adverse publicity or impact our ability to attract or retain such consumers or customers, and which could adversely impact our results in certain locations. Additionally, people or groups who oppose these positions or statements may cause disruptions to our business operations. Adverse publicity, regardless of its accuracy, could undermine consumer confidence in our brands and reduce long-term demand for our products.

In addition, actions taken or statements made by recipients of such charitable donations could also seriously harm our brand image with consumers. Any harm to our brands and reputation could adversely affect our business and financial condition.

The appeal of our brands may also depend on the success of our ESG initiatives, which require company-wide coordination and alignment. We are working to manage risks and costs to us, our licensees and our supply chain of any effects of climate change as well as diminishing fossil fuel and water resources. Risks related to our ESG initiatives include increased public focus, including by governmental and nongovernmental organizations, on these and other environmental sustainability matters, including packaging and waste, animal welfare and land use. Moreover, because of the increased focus from our stakeholders, including consumers, employees and investors, and more recently regulatory organizations, on corporate ESG practices, including corporate practices related to the causes and impacts of climate change and corporate statements, practices or products related to a variety of social issues, and the rapid evolution of stakeholder expectations and actions with respect to ESG practices and social issues, there is an increased risk of negative public reaction to and public backlash against our initiatives, products or practices related to ESG or other social issues that could have an adverse impact on our image, reputation, business operations and financial results. Risks also include increased pressure and regulatory requirements to expand our disclosures in these areas, make commitments, set targets or establish additional goals and take actions to meet them, which could expose us to legal, market, operational and execution costs or risks. The metrics we disclose, such as emissions and water usage, whether they be based on the standards we set for ourselves or those set by others, may influence our reputation and the value of our brand. In addition, as we work to align with the recommendations and requirements of various ratings and disclosure organizations and new and evolving regulations, we will likely expand our disclosures in these areas and, as a result, we may face increased scrutiny related to our ESG activities. Our failure to achieve progress on our metrics on a timely basis, or at all, could adversely affect our business, financial performance and growth. We could damage our reputation and the value of our brand if we fail to act responsibly in the areas in which we report. Any harm to our reputation resulting from setting these metrics, expanding our disclosure or our failure or perceived failure to meet such metrics or disclosures could adversely affect our business, financial performance and growth.

We rely on third parties to drive traffic to our platform, and these providers may change their algorithms or pricing, or may be subject to new laws and regulations, in ways that could negatively affect our business, financial condition, cash flows, and results of operations.

Our success depends on our ability to attract customers cost effectively. With respect to our marketing channels, we rely heavily on relationships with providers of online services, search engines, social media and other websites and e-commerce businesses to provide content, advertising banners and other links that direct customers to our websites. We also use social media, including Facebook, Instagram, YouTube and others, as well as affiliate marketing, email, SMS, and direct mail, as part of our multi-channel approach to marketing and we expect that our use of social media for marketing purposes will increase over time. We rely on these relationships to provide significant traffic to our website and as important marketing channels and sources of information regarding potential customers. If digital platforms change or penalize us with their algorithms, terms of service, display and featuring of search results, or if competition increases for advertisements, we may be unable to cost-effectively attract customers. Our relationships with digital platforms are not covered by long-term contractual agreements and do not require any specific performance commitments. In addition, many of the platforms and agencies with whom we have advertising arrangements provide advertising services to other companies, including retailers with whom we compete. As competition for online advertising has increased, the cost for some of these services has also increased. A significant increase in the cost of the marketing providers upon which we rely could adversely impact our ability to attract customers cost effectively and harm our business, financial condition, results of operations and prospects. In addition, laws and regulations governing the use of these platforms and other digital marketing channels are rapidly evolving. It may become more difficult for us or our partners to comply with such laws, and future data privacy laws and regulations or industry standards may restrict or limit our ability to use some or all of the marketing strategies on which we currently rely. The failure by us, our employees or third parties acting at our direction to abide by applicable laws and regulations in the use of these platforms could adversely impact our reputation or subject us to fines or other penalties.

Failure to continue to obtain or maintain high-quality endorsers of our products, or actions taken by our endorsers, could harm our business.

We establish relationships with artists, designers, musicians, athletes and other public figures to develop, evaluate and promote our products. If we are unable to recruit endorsers with consumer appeal or endorsers were to stop using our products contrary to their endorsement agreements, our business could be adversely affected. In addition, actions taken, allegations of wrongdoing or statements made by our endorsers, associated with our products or brand or otherwise, that harm the reputations of those endorsers or our decisions to cease collaborating with certain endorsers in light of actions taken, allegations of

wrongdoing or statements made by them, could also seriously harm our brand image with consumers and, as a result, could have an adverse effect on our business.

The success of our business depends upon our ability to forecast and respond timely to consumer demand and market conditions and offer on-trend and new and updated products at attractive price points.

The global apparel industry is characterized by ever-changing fashion trends and consumer preferences, including the increasing shift to digital brand engagement and social media communication, and by the rapid replication of new products by competitors. The apparel industry is also impacted by changing consumer preferences regarding spending categories generally, including shifts away from traditional consumer spending and towards "experiential" spending and sustainable products. As a result, our success depends in large part on our ability to efficiently and effectively develop, market and deliver innovative and stylish products at a pace, intensity and price competitive with other brands in the markets in which we sell our products while reducing costs associated with the related processes. In addition, we must create products at a range of price points that appeal to the consumers of both our wholesale customers and our dedicated retail stores and e-commerce sites situated in each of our diverse geographic regions. Our development and production cycles take place prior to full visibility into all of these factors for the coming seasons. Failure on our part to forecast and respond timely to consumer demand and market conditions and to regularly and rapidly develop innovative and stylish products and update core products could limit sales growth, adversely affect retail and consumer acceptance of our products and negatively impact the consumer traffic in our dedicated retail stores. Moreover, our newer products may not produce as high a gross margin as our traditional products and thus may have an adverse effect on our overall margins and profitability.

In addition, if we fail to accurately forecast consumer demand, we may experience excess inventory levels, which may result in inventory write-downs and the sale of excess inventory at discounted prices. This could have an adverse effect on the image and reputation of our brands and could adversely affect our gross margins. For example, if sales do not meet expectations because of unexpected effects on inventory supply and consumer demand, too much inventory may cause excessive markdowns and, therefore, lower-than-planned margins. Conversely, if we underestimate consumer demand for our products, we may experience inventory shortages, which could delay shipments to customers, negatively impact retailer and consumer relationships and diminish brand loyalty.

Port congestion, inventory delays, labor shortages, and storage and process capacity pressures have previously impacted our ability to service consumer and wholesale customer demand and could impact it again in the future. Uneven flow of receipts and shipments could cause capacity pressures within our distribution centers and result in higher costs and limit our ability to fulfill our consumers' and wholesale customers' demand. In the event these supply chain disruptions reoccur, our business, operating results and financial condition may be adversely affected.

We depend on a group of key wholesale customers for a significant portion of our revenues. A significant adverse change in a customer relationship or in a customer's performance or financial position could harm our business and financial condition.

Sales to our top ten wholesale customers accounted for 26%, 28% and 31% of our total net revenues in fiscal years 2024, 2023 and 2022, respectively. No single customer represented 10% or more of our net revenues in any of these years. While we have long-standing relationships with our wholesale customers, we do not have long-term contracts with them. As a result, purchases generally occur on an order-by-order basis, and the relationship, as well as particular orders, can generally be terminated by either party at any time. If any major wholesale customer decreases or ceases its purchases from us, cancels its orders, delays or defaults on its payment obligations to us, reduces the floor space, assortments, fixtures or advertising for our products or changes its manner of doing business with us for any reason, such as due to store closures, decreased foot traffic, inflationary pressures or recession, such actions are expected to adversely affect our business and financial condition. During weak economic conditions, such as periods of high inflation, recessionary fears or reduced consumer traffic and purchasing, our wholesale customers may be more cautious with orders or may slow investments necessary to maintain a high quality in-store experience for customers, which may result in lower sales of our products. In addition, competition between our wholesale customers may impact the prices at which they sell our products, thereby impacting the prices at which they are willing to buy products from us. Furthermore, certain of our major wholesale customers may seek to distribute our products globally in a manner or at prices that impact the positioning that we seek to promote in our other channels of distribution.

A decline in the performance or financial condition of a major wholesale customer—including bankruptcy or liquidation—could result in the adverse impact on revenues and cause us to limit or discontinue business with that customer, require us to assume more credit risk relating to our receivables from that customer or limit our ability to collect amounts related to previous purchases by that customer. Permanent store closures and other developments in these proceedings have adversely affected our sales to these customers. We expect additional closures and other developments in these proceedings will likely adversely affect our sales to these customers in the future, even if they continue operations. In addition, store closures, decreased foot traffic,

inflationary pressures and recession will adversely affect the performance and will likely adversely affect the financial condition of many of these customers. The foregoing may have an adverse effect on our business and financial condition.

Our efforts to expand our retail business may not be successful, which could impact our operating results.

One of our key strategic priorities is our "DTC First" strategy, which includes our plan to become a leading world-class omni-channel retailer by expanding our consumer reach in brand-dedicated stores globally, including making selective investments in company-operated stores and e-commerce sites, and other brand-dedicated store models. In many locations, we face major, established retail competitors that may be able to better attract consumers and execute their retail strategies. In addition, a retail operating model involves substantial ongoing investments in equipment and property, information systems, inventory and personnel. Due to the high fixed-cost structure associated with these investments, a decline in sales or the closure of or poor performance of stores, including as a result of general declines in the macroeconomic environment, could result in significant costs and impacts to our margins and impairment charges. Our ability to grow our retail channel also depends on the availability and cost of real estate that meets our criteria for foot traffic, square footage, demographics and other factors. Failure to identify and secure adequate new locations, or failure to effectively manage the profitability of the fleet of stores, could have an adverse effect on our results of operations. Our DTC First strategy depends on our ability to successfully drive expansion of our gross margins, manage and leverage our cost structure and drive return on our investments. If we cannot effectively execute our strategy while managing costs effectively, our business could be negatively impacted and we may not achieve our expected results of operations.

In addition, our investments in consumer, digital, and omni-channel shopping initiatives may not deliver the results we anticipate. These initiatives involve significant investments in IT systems, data science and artificial intelligence initiatives, and significant operational changes. Our competitors are also investing in omni-channel initiatives, some of which may be more successful than our initiatives. If the implementation of our consumer, digital and omni-channel initiatives is not successful, or we do not realize the return on our investments in these initiatives that we anticipate, our operating results would be adversely affected.

If the technology-based systems that give our consumers the ability to shop or interact with us online do not function effectively, our operating results, as well as our ability to grow our digital commerce business globally or to retain our customer base, could be materially adversely affected.

Many of our consumers shop with us through our digital platforms or through third party digital marketplaces on which we operate. Consumer expectations and related competitive pressures have increased and are expected to continue to increase relative to various aspects of our e-commerce business, including speed of product delivery, shipping charges, return privileges and other evolving expectations. Increasingly, consumers are using mobile-based devices and applications to shop online with us and with our competitors, and to do comparison shopping, as well as to engage with us and our competitors through digital services and experiences that are offered on mobile platforms. We are increasingly using social media and proprietary mobile applications to interact with our consumers and as a means to enhance their shopping experience. Any failure on our part to provide attractive, effective, reliable, secure, user-friendly digital commerce platforms that offer a wide assortment of merchandise with rapid delivery options and that continually meet the changing expectations of online shoppers or any failure to provide attractive digital experiences to our customers could place us at a competitive disadvantage, result in the loss of digital commerce and other sales, harm our reputation with consumers, have an adverse impact on the growth of our digital commerce business globally and have an adverse impact on our business and results of operations. In addition, as use of our digital platforms continues to grow, we will need an increasing amount of technical infrastructure to continue to satisfy our consumers' needs. If we fail to continue to effectively scale and adapt our digital platforms to accommodate increased consumer demand, our business may be subject to interruptions, delays or failures and consumer demand for our products and digital experiences could decline. Risks specific to our digital commerce business also include diversion of sales from our and our retailers' brick and mortar stores, difficulty in recreating the in-store experience through direct channels and liability for online content. Our failure to successfully respond to these risks could adversely affect sales in our digital commerce business, as well as damage our reputation and brands.

We may be unable to maintain or increase our sales through our third-party distribution channels.

In addition to our brand-dedicated company-operated retail stores and e-commerce sites, our third-party distribution channels include department stores, specialty retailers, mass channel retailers, franchised or other brand-dedicated stores, and shop-in-shops.

We may be unable to maintain or increase sales of our products through these distribution channels for several reasons, including the following:

- the retailers in these channels maintain—and seek to grow—substantial private-label and exclusive offerings as they strive to differentiate the brands and products they offer from those of their competitors;

- the retailers change their apparel strategies in a way that shifts focus away from our typical consumer or that otherwise results in a reduction of sales of our products generally, such as a reduction of fixture spaces devoted to our products or a shift to other brands;
- other channels, including vertically-integrated specialty stores and e-commerce sites, account for a substantial portion of jeanswear and casual wear sales. In some of our mature markets, these stores and sites have placed competitive pressure on our primary distribution channels, and many of these stores and sites are now looking to our developing markets to grow their business; and
- shrinking points of distribution, including fewer doors at our customer locations, store closures and decreased foot traffic due to, among other things, or bankruptcy or financial difficulties of a customer.

Further success by retailer private-labels, vertically-integrated specialty stores and e-commerce sites may continue to adversely affect the sales of our products across all channels, as well as the profitability of our brand-dedicated stores. Additionally, our ability to secure or maintain retail floor space, product display prominence, market share and sales in these channels depends on our ability to offer differentiated products, to increase retailer profitability on our products and the strength of our brands, and such efforts could have an adverse impact on our margins.

In addition, the retail industry in the United States has experienced substantial consolidation over the last decade, and further consolidation may occur. Consolidation in the retail industry has typically resulted in store closures, centralized purchasing decisions and increased emphasis by retailers on inventory management and productivity, which could result in fewer stores carrying our products or reduced demand by retailers for our products. In addition, we and other suppliers may experience increased customer leverage over us and greater exposure to credit risk as a result of industry consolidation. Furthermore, consolidation may be partly due to consumers continuing to transition away from traditional wholesale retailers to large online retailers, which in turn exposes our products to increased competition and pricing pressure. Any of the foregoing results can impact, and have adversely impacted in the past, our net revenues, margins and ability to operate efficiently.

If we encounter problems with distribution, our ability to deliver our products to market could be adversely affected.

We rely on both company-owned and third-party distribution facilities to warehouse and ship products to our wholesale customers, retail stores and e-commerce consumers throughout the world. As part of the pursuit for improved organizational agility and marketplace responsiveness, we have consolidated the number of distribution facilities we rely upon and continue to look for opportunities for further consolidation in certain regions. These actions may make our operations more vulnerable to interruptions in the event of work stoppages or disruption (including as a consequence of public health directives, quarantine policies or social distancing measures imposed by governments), labor disputes, such as U.S. or foreign labor strikes or boycotts, worker shortages, port congestion, pandemics, macroeconomic conditions, geopolitical conflict, the impacts of climate change, earthquakes, floods, fires or other natural disasters (such as droughts) affecting these distribution centers or shipping channels. Labor laws in the various jurisdictions where our distribution network operates and inflation impacts on labor costs impact our costs of distribution and increase regulatory complexity for us and the third-parties with whom we partner. In addition, distribution capacity is dependent on the timely performance of services by third parties, including the transportation of products to and from their distribution facilities, which also may be adversely affected by similar events. Any failure by us or our third-party providers to adapt to these events or to otherwise respond adequately to our distribution needs could disrupt our business.

Our distribution system includes computer-controlled and automated equipment, which may be subject to a number of risks related to data and system security or computer viruses, the proper operation of software and hardware, power interruptions or other system failures. Moreover, some of our current distribution centers rely on aging technology.

As part of our effort to optimize our logistics network, we are in the process of transitioning the operation of certain of our global distribution and fulfillment centers to third-party logistics providers. This transition from owner-operated facilities to third-party logistics providers may cause interruptions to these centers as we transition or restructure systems, technology and employees. We may at times experience a shortage of labor, interruptions in our business systems or delays as a result of this transition. Given that, as a result of this transition, third-party logistics providers will satisfy a significant percentage of our distribution and fulfillment needs, we are subject to concentration risks and any disruptions, delays or other events impacting the business of the third-party logistics providers may have a significant impact on our business, including our ability to timely fulfill orders. If we encounter problems with our distribution system, whether company-owned or third-party, our ability to meet customer and consumer expectations, manage inventory, complete sales and achieve operating efficiencies could be adversely affected.

Unexpected obstacles in new markets and in our existing markets may limit our expansion opportunities and cause our business and growth to suffer.

Our future growth depends in part on our continued expansion efforts in existing markets and in new markets where we may have limited familiarity and experience with regulatory environments and market practices. In particular, one of our key

strategies is to further diversify our portfolio and grow market share across geographies, categories, genders and channels. We may not be able to expand or successfully operate in those markets, categories and channels as a result of unfamiliarity or other unexpected barriers to expansion or entry, such as new competitors, cultural and linguistic differences, differences in regulatory environments, labor practices and market practices, economic or governmental instability, difficulties in keeping abreast of market, business and technical developments and differences in consumer tastes and preferences. Our failure to develop our business in new markets or disappointing growth in existing markets that we may experience could harm our business and results of operations.

We may not be able to realize the potential financial or strategic benefits of the transactions we complete, or find suitable target businesses to acquire.

From time to time, we have acquired and may in the future acquire or invest in businesses or partnerships that we believe could complement our business or offer growth opportunities. We expect to make additional acquisitions and strategic investments in the future, but we may not find suitable acquisition or investment targets, or we may not be able to consummate desired acquisitions or investments due to among other things, financial constraints, unfavorable credit markets, commercially unacceptable terms, failure to obtain regulatory approvals, competitive bid dynamics or other risks, which could harm our operating results. Additionally, acquisitions may not be well received by the customers or employees of either company, and this could hurt our brand and result in the loss of key employees. The pursuit and integration of such acquisitions or investments may divert the attention of management and cause us to incur various expenses, regardless of whether the acquisition or investment is ultimately completed. In addition, acquisitions and investments may not perform as expected or cause us to assume unrecognized or underestimated liabilities. Further, even if we are able to successfully identify and acquire additional businesses, we may not be able to successfully integrate the acquired personnel or operations, effectively manage the combined business following the acquisition, or the acquired business may have inadequate or ineffective controls and procedures, any of which could harm our business and financial condition. Our management team has limited experience in addressing the challenges of integrating management teams, strategies, cultures and organizations of two companies. These activities are complex, costly and time-consuming and pose a number of risks. Any delays or issues encountered in these activities could have an adverse effect on the financial condition of the company.

We may in the future divest certain product lines that no longer fit our long-term strategies. As previously disclosed, we are reviewing strategic alternatives with respect to our Dockers brand, which may result in a divestiture of the brand. Divestitures may adversely impact our business, operating results and financial condition if we are unable to achieve the anticipated benefits or cost savings from such divestitures, or if we are unable to offset impacts from the loss of revenue associated with the divested product lines. For example, if we decide to sell or otherwise dispose of certain product lines, we may be unable to do so on satisfactory terms within our anticipated timeframe or at all. Further, whether such divestitures are ultimately consummated or not, their pendency could have a number of negative effects on our current business, including potentially disrupting our regular operations, increasing our near-term costs, diverting the attention of our workforce and management team and increasing undesired workforce turnover. It could also disrupt existing business relationships, make it harder to develop new business relationships, or otherwise negatively impact the way that we operate our business.

If we do not manage the foregoing risks, the transactions that we complete or are unable to complete may harm our brand and adversely affect our business, financial condition, and results of operations.

We face risks arising from the ongoing restructuring of our operations and uncertainty with respect to our ability to achieve any anticipated cost savings associated with such restructuring.

In the first quarter of fiscal year 2024, we began implementing a restructuring plan to accelerate the execution of our Brand Led and DTC First strategies while fueling long-term profitable growth, with a focus on optimizing our operating model and structure, how we go to market, redesigning business processes and identifying opportunities to reduce costs and simplify processes across our organization. Future charges related to such actions may harm our profitability in the periods incurred.

Restructuring program actions, which include a reduction in workforce, operating model redesign and core processes redesign, may present a number of significant risks that could have a material adverse effect on our operations, financial condition, results of operations, cash flow, or business reputation, including:

- incurrence of additional costs in the short-term, including workforce reduction costs, costs associated with transitioning functions to new locations, training of employees or third-party resources, accounting charges for inventory and technology-related write-offs and charges relating to consolidation of excess facilities;
- failure to accurately assess market opportunities and the technology required to address such opportunities;
- failure to accurately predict the time and resources necessary to implement our restructuring plan and related go-to-market strategy;
- actual or perceived disruption of service or reduction in service levels to customers and consumers;
- potential adverse effects on our internal control environment and inability to preserve adequate internal controls relating to our general and administrative functions;
- actual or perceived disruption to customers, suppliers, distribution networks and other important operational relationships and the inability to resolve potential conflicts in a timely manner;
- difficulty in obtaining timely delivery of products of acceptable quality from our contract manufacturers;
- diversion of management attention from ongoing business activities and strategic objectives;
- failure to maintain employee morale, damage to company culture and an increase in employment claims;
- employee attrition beyond planned reductions and workforce transitions, including inadequate transfers of knowledge; and
- damage to our reputation as an employer, which could make it more difficult for us to hire new employees in the future.

Because of these and other factors, some of which may not be entirely within our control, we may not fully realize the purpose and anticipated operational benefits, efficiencies or cost savings of any productivity actions in the expected timelines, or at all, and, if we do not, our business and results of operations may be adversely affected.

Our business is affected by seasonality and other factors that result in fluctuations in our quarterly operating results

We experience moderate fluctuations in aggregate sales volume during the year. Historically, revenues in our fourth fiscal quarter has slightly exceeded those in our other three fiscal quarters. In addition, our customers and consumers may cancel orders, change delivery schedules, or change the mix of products ordered with minimal notice. As a result, we may not be able to accurately predict our quarterly sales. Accordingly, our results of operations are likely to fluctuate significantly from period to period. These factors, along with other factors that are beyond our control, such as social or political unrest, pandemics, general economic conditions, changes in consumer preferences, weather conditions, the effects of climate change, the availability of import quotas, transportation disruptions and foreign currency exchange rate fluctuations, could adversely affect our business and cause our quarterly results of operations to fluctuate.

We rely significantly on information technology and data to operate our business, including our supply chain and retail operations, and any delay or problem with operating or upgrading that technology or data, or those third parties upon which we rely, could cause a disruption to our business and adversely affect our financial results.

We are heavily dependent on information technology systems and networks, including the Internet, third-party services and artificial intelligence, across our supply chain, including product design, production, forecasting, ordering, manufacturing, transportation, sales, and distribution, as well as for processing financial information for external and internal reporting purposes, retail operations and other business activities. These information technology systems are critical to many of our operating activities and our business processes and may be negatively impacted by any security incident, service interruption or shutdown. For example, in 2024, CrowdStrike Holdings, Inc. (“CrowdStrike”), a cybersecurity technology company, caused widespread crashes of Windows systems into which it was integrated, and, as a result of the CrowdStrike software update, we experienced interruptions to our operations with various technology systems, including store point-of-sale solutions, being offline for a limited period of time. Though this incident did not result in data loss or theft or directly impact our controls or a material loss, it did result in a business interruption.

Over the last several years, we have been implementing and continue to implement modifications and upgrades to our systems, including making changes to legacy systems, replacing legacy systems with successor systems with new functionality and acquiring new systems with new functionality. For example, over the next several years, we plan to continue the process of implementing a new ERP system across the company with implementation in the United States completed in 2023 and Europe scheduled to commence in fiscal year 2026. Additionally, we are in the process of transitioning certain of our global distribution and fulfillment facilities to third-party providers. Our ability to effectively manage and maintain our inventory and to ship products to customers on a timely basis, either directly or through our third-party providers, depends significantly on the reliability of their and our technology systems, and we cannot assure that implementing these modifications and upgrades will

in the future prevent or protect against all technological problems and security issues or bring about the desired efficiencies and synergies to our operations.

We also use information technology systems to process financial information and results of operations for internal reporting purposes and to comply with regulatory financial reporting, legal and tax requirements. If these systems suffer severe damage, disruption or shutdown and our incident response or business continuity plans, or those of our vendors, do not effectively resolve the issues in a timely manner, we could experience delays in reporting our financial results, which could result in lost revenues and profits, as well as reputational damage. Furthermore, we depend on information technology systems and personal information collection for digital marketing, digital commerce, consumer engagement and the marketing and use of our digital products and services. We also rely on our ability to engage in electronic communications throughout the world between and among our employees as well as with other third parties, including customers, suppliers, vendors and consumers. Any interruption in information technology systems may impede our ability to engage in the digital space and result in lost revenues, damage to our reputation and loss of users.

The failure of our information technology systems and networks to operate effectively or remain innovative, our inability to keep up with rapid technological change (including the successful utilization of data analytics, artificial intelligence and machine learning), third-party software-induced interruptions to our operations and problems with transitioning to upgraded or replacement systems could cause delays in product fulfillment and reduced efficiency of our operations, require significant capital investments, and may have an adverse effect on our reputation, results of operations and financial condition. In addition, the increased use of employee-owned devices for communications, as well as work-from-home arrangements, present additional operational risks to our information technology systems.

Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages or claims related to our data privacy and security obligations. We cannot be sure that our insurance coverage will be adequate or sufficient to protect us from or to mitigate liabilities arising out of our privacy and security practices, that such coverage will continue to be available on commercially reasonable terms or at all or that such coverage will pay future claims. The successful assertion of one or more large claims against us that exceeds available insurance coverage or the occurrence of changes in our insurance policies, including premium increases or the imposition of large deductible or co-insurance requirements, could adversely affect our business, reputation, results of operations and financial condition.

We may be subject to security breaches or other confidential data theft from our systems, which can lead to adverse consequences, including but not limited to regulatory investigations or actions, litigation, fines and penalties, harm to our ability to effectively operate our business, claims that we breached our data privacy or security obligations, harm to our reputation and a loss of customers or sales.

In the ordinary course of our business, we may collect, store, use, transmit, disclose or otherwise process proprietary confidential and sensitive data, including personal information, intellectual property, and trade secrets, and we rely upon third parties (such as service providers) for data processing-related activities. We also rely on third parties for the operation of certain of our e-commerce websites, and do not control these service providers. As a result, we and the third parties upon which we rely face a variety of evolving threats, including but not limited to ransomware attacks, security breaches, cyber-attacks or other malicious activities by hackers, criminal groups, nation-states and nation-state-sponsored organizations and social-activist organizations, computer viruses or other malicious codes, unauthorized access, phishing attacks, or unauthorized uses, any of which may be irreversible and result in operational problems and security incidents. Given the nature of information collected and processed, the retail industry in particular has been the target of many cyber-attacks, and it is possible that an individual or group could defeat our security measures, or those of a third-party service provider. We have been and will continue to be a target of cyber-attacks, including phishing, and other attempts to breach, or gain unauthorized access to, our systems because of the visibility of our brand, making the secure maintenance of proprietary, confidential and sensitive data critical to our business and reputation. In the future, we may see an increase in the number of such attacks as we have shifted to a hybrid working model under which some employees will continue working remotely and accessing our technology infrastructure remotely.

Our work to integrate, secure and enhance these systems and related processes in our global operations is ongoing and we will continue to invest in these efforts. We may expend significant resources or modify our business activities to try to protect against security incidents. We cannot provide assurance, however, that the measures we take to secure and enhance these systems will be sufficient to prevent security incidents, cyber-attacks, system failures or data or information loss. Cyber-attacks, malicious internet-based activity and online and offline fraud are prevalent and continue to increase in frequency and magnitude. The techniques used to obtain unauthorized, improper or illegal access to our systems, our data or our customers' data, to disable or degrade service or to sabotage systems, including through the use of artificial intelligence, are constantly evolving, have become increasingly complex and sophisticated, may be difficult to detect quickly and often are not recognized until launched against a target, even if we take all reasonable precautions, including to the extent required by law. In addition to traditional computer "hackers," threat actors, personnel (such as through theft or misuse), sophisticated nation-states and nation-

state supported actors and social-activist organizations now engage in attacks. Furthermore, our efforts to address undesirable activity on our platforms may also increase the risk of retaliatory attack.

We have and may continue to be subject to a variety of evolving threats, including but not limited to social engineering, such as phishing, malicious code (such as viruses and worms), malware (including as a result of advanced persistent threat intrusions), denial-of-service attacks, credential stuffing, personnel misconduct or error, supply-chain attacks, software bugs, server malfunctions and large-scale, complex automated attacks that can evade detection for long periods of time. Future or past business transactions (such as acquisitions or integrations) could expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies. Ransomware attacks, including those perpetrated by organized criminal threat actors, nation-states and nation-state supported actors and social-activist organizations, are becoming increasingly prevalent and severe and can lead to significant interruptions in our operations, loss of data and income, reputational harm and diversion of funds. In addition, such incidents could result in unauthorized disclosure and misuse of material confidential information, including personal information. Extortion payments may alleviate the negative impact of a ransomware attack, but we may be unwilling or unable to make such payments due to, for example, applicable laws or regulations prohibiting such payments or beliefs that payment may not result in system restoration.

In addition to our own systems, we use third-party service providers to store, transmit and otherwise process information on our behalf, and our third-party service providers are subject to similar cybersecurity risks. Due to applicable laws and regulations or contractual obligations, we may be held responsible for any cybersecurity incident attributed to our service providers as they relate to the information we share with them or to which they are granted access. Although we generally contractually require these service providers to implement and maintain a standard of security (such as implementing reasonable measures) as well as incident response commitments, we cannot control third parties and cannot guarantee that a security breach will not occur in their systems or that we will receive timely information should an incident occur.

Our software or information technology systems, or that of third parties upon whom we rely to operate our business, may have material vulnerabilities and, despite our efforts to identify and remediate these vulnerabilities, our efforts may not be successful or we may experience delays in developing and deploying remedial measures designed to address any such identified vulnerabilities. Actual or perceived vulnerabilities or unauthorized access of our or our service providers' information technology systems or networks may result in the loss of confidential business and financial data, misappropriation of our consumers', users' or employees' personal information or a disruption of our business. Any of these outcomes could have a material adverse effect on our business, including unwanted media attention, impairment of our consumer and customer relationships, damage to our reputation, and the value of our brands, resulting in lost sales, fines, lawsuits (including class actions), government enforcement actions (for example, investigations, fines, penalties, audits and inspections) or significant legal and remediation expenses. We also may need to expend significant resources to protect against, respond to or redress problems caused by any unauthorized processing.

As we outsource functions, we become more dependent on the entities performing those functions. Disruptions or delays at our third-party service providers could adversely impact our operations

As part of our long-term profitable growth strategy, we are continually looking for opportunities to provide essential business services in a more cost-effective manner. In some cases, this requires the outsourcing of functions or parts of functions that can be performed more effectively by external service providers. For example, we currently outsource a significant portion of our information technology, finance, customer relations and customer service functions to a third party. We are also in the process of transitioning the operation of certain of our global distribution and fulfillment centers to third-party logistics providers. While we believe we conduct appropriate diligence before entering into agreements with any outsourcing entity, the failure of one or more of such entities to meet our performance standards and expectations, including with respect to data security, compliance with data protection and privacy laws, providing quality services on a timely basis or providing services at the prices we expect, may have an adverse effect on our results of operations or financial condition. We could face increased costs or disruption associated with finding replacement vendors or hiring new employees in order to return these services in-house, which may have a significant impact on our costs, as well as impact the timing of receipt of inventory for future seasons and the shipment of inventory to consumers and customers. Any failures of these vendors to properly deliver their services could similarly have a material effect on our business. We may outsource other functions in the future, which would increase our reliance on third parties.

We currently rely on contract manufacturing of our products. Our inability to secure production sources meeting our quality, cost, social and environmental risk mitigation and other requirements, or failures by our contract manufacturers to perform, could harm our sales, service levels and reputation

In fiscal year 2024, we sourced nearly all of our products from independent contract manufacturers that purchase fabric and make our products and may also provide us with design and development services. As a result, we must locate and secure production capacity. We depend on contract manufacturers to maintain adequate financial resources, including access to

sufficient credit, to secure a sufficient supply of raw materials, and maintain sufficient development and manufacturing capacity in an environment characterized by continuing cost pressure and demands for product innovation and speed-to-market. In addition, we currently do not have any material long-term contracts with any of our contract manufacturers. Under our current arrangements with our contract manufacturers, these manufacturers generally may unilaterally terminate their relationship with us at any time. While we have historically worked with numerous manufacturers, in recent years we have begun consolidating the number of contract manufacturers from which we source our products. In addition, some of our contract manufacturers have merged. Reliance on a fewer number of contract manufacturers involves risk, and any difficulties or failures to perform by our contract manufacturers could cause delays in product shipments or otherwise negatively affect our results of operations. If our contract manufacturers, or any raw material vendors or suppliers on which our contract manufacturers rely, suffer permanent or prolonged manufacturing or transportation disruptions, including due to macroeconomic conditions, regulatory restrictions, geopolitical conflict, public health conditions, natural disasters, shortages of single-source or other raw materials, or any other unforeseen events, our ability to source product on a timely basis could be adversely impacted, which could adversely affect our results of operations. Also, we have certain minimum inventory purchase commitments, including fabric commitments, with suppliers that secure a portion of material needs for future seasons. If we do not satisfy the minimum purchase commitments, due to conditions such as decreased demand, we may be charged for estimated adverse purchase commitments.

A contract manufacturer's failure to ship products to us in a timely manner or to meet our quality standards, or interference with our ability to receive or process shipments due to factors such as port or transportation conditions, security incidents or storage and process capacity pressures, could cause us to miss the delivery date requirements of our customers. Failing to make timely deliveries may cause our customers to cancel orders, refuse to accept deliveries, impose non-compliance charges, demand reduced prices or reduce future orders, any of which could harm our sales and margins. If we need to replace any contract manufacturer, we may be unable to locate additional contract manufacturers on terms that are acceptable to us, or at all, or we may be unable to locate additional contract manufacturers with sufficient capacity to meet our requirements or to fill our orders in a timely manner.

We require contract manufacturers to make progress toward our sustainability goals and meet our standards and policies in terms of working conditions, environmental protection, raw materials, facility safety, security and other matters before we are willing to place business with them. As such, we may not be able to obtain the lowest-cost production. We also may need to move our production to the extent that we determine our contract manufacturers are not in compliance with our standards or applicable government standards, sanctions or other restrictions. We may also encounter delays in production and added costs as a result of the time it takes to train our contract manufacturers in our methods, products and quality control standards. In addition, the labor and business practices of apparel manufacturers and their suppliers, including raw material suppliers, have received increased attention from the media, non-governmental organizations, consumers and governmental agencies in recent years. Any failure by our contract manufacturers or their suppliers to adhere to our code of conduct, labor or other laws, appropriate labor or business practices, safety, structural or environmental standards, and the potential litigation, negative publicity and political pressure relating to any of these events, could harm our business and reputation.

Our suppliers may be impacted by economic conditions and cycles and changing laws and regulatory requirements which could impact their ability to do business with us or cause us to terminate our relationship with them and require us to find replacements, which we may have difficulty doing.

Our suppliers are subject to the fluctuations in general economic cycles, and global economic conditions may impact their ability to operate their businesses. They may also be impacted by the increasing costs or availability of raw materials, including related to inflationary pressures, labor and distribution, resulting in demands for less attractive contract terms or an inability for them to meet our requirements or conduct their own businesses. The performance and financial condition of a supplier may cause us to alter our business terms or to cease doing business with a particular supplier, or change our sourcing practices generally, which could in turn adversely affect our business and financial condition.

In addition, regulatory developments such as reporting requirements on the use of "conflict" minerals mined from the Democratic Republic of Congo and adjoining countries, or compliance with the sanctions and customs trade orders issued by the U.S. government related to raw materials, entities and individuals who are connected to a region of China, as well as retaliatory measures or restrictions of critical materials by certain governments, could affect the sourcing and availability of raw materials used by our suppliers in the manufacturing of certain of our products, or distribution of products to the United States. We have been and may continue to be subject to costs associated with regulations, including for the diligence pertaining to these matters and the cost of remediation and other changes to products, processes, or sources of supply as a consequence of such verification activities. The impact of such regulations may result in a limited pool of acceptable suppliers, and we cannot be assured that we will be able to obtain products in sufficient quantities or at competitive prices. Also, because our supply chain is complex, we may face regulatory challenges in complying with applicable sanctions and trade regulations and reputational challenges with our consumers and other stakeholders if we are unable to sufficiently verify the origins for the material used in the products we sell.

The global apparel industry is subject to intense competition and cost and pricing pressure

The apparel industry is characterized by low barriers to entry for both suppliers and marketers, global sourcing through suppliers located throughout the world, trade liberalization, continuing movement of product sourcing to lower cost countries, regular promotional activity, and the ongoing emergence of new competitors with widely varying strategies and resources. These factors have contributed, and we expect them to continue to contribute in the future, to intense pricing pressure and uncertainty throughout the supply chain. Macroeconomic pressures around the world such as inflation and recession fears are creating a complex and challenging retail environment for us and our customers as consumers reduce discretionary spending. Pricing pressure has been further exacerbated by the variability and availability of raw materials, combined with labor and cost inflation and uncertainty throughout the supply chain. This pressure could have adverse effects on our business and financial condition, including:

- reduced gross margins across our product lines and distribution channels;
- increased retailer demands for allowances, incentives, and other forms of economic support;
- unfavorable consumer reactions to price increases; and
- increased pressure on us to reduce our production costs and operating expenses.

In addition, we compete with other companies in the apparel industry on the basis of investments in technology and adapting to changes in technology, including the successful use of data analytics, artificial intelligence and machine learning.

Increases in the price or changes in the availability of raw materials could increase our cost of goods and negatively impact our financial results.

The majority of our products are made of cotton, where the remaining balance are primarily made of synthetics, cotton/synthetic blends and viscose. The prices we pay our suppliers for our products are dependent in part on the market price for raw materials used to produce them, primarily cotton. The price and availability of cotton may fluctuate substantially, depending on a variety of factors, including demand, acreage devoted to cotton crops and crop yields, climate change, weather, supply conditions, transportation costs, energy prices, work stoppages, government regulation, sanctions and policy, economic climates, market speculation, compliance with our working condition, environmental protection, other standards and other unpredictable factors. For example, compliance with the sanctions and trade orders issued by the United States, Europe and other governments related to raw materials, entities and individuals who are connected to a region of China, as well as retaliatory measures or restrictions of critical materials by certain governments, could affect the sourcing and availability of raw materials, including cotton, used by our suppliers in the manufacturing of certain of our products and the importation of products from China into the United States. Any and all of these factors may be exacerbated by global climate change. Cotton prices have fluctuated significantly in recent months, and we expect they will continue to experience unprecedented variability and uncertainty. We do not currently hedge the price of cotton. In the event of a significant disruption or unavailability in the supply of the fabrics, synthetics or other raw materials used by our vendors in the manufacture of our products, our vendors might not be able to locate alternative suppliers of materials of comparable quality at an acceptable price. In addition, prices of purchased finished products also depend on wage rates and energy costs in the regions where our contract manufacturers are located, as well as freight costs from those regions that are in turn affected by crude oil prices. Increases in raw material costs, wage rates, energy costs and freight costs, unless sufficiently offset by our pricing actions, may cause a decrease in our profitability and negatively impact our sales volume. These factors may also have an adverse impact on our cash and working capital needs as well as those of our suppliers.

Our business is subject to risks associated with sourcing and manufacturing overseas, as well as risks associated with potential tariffs, transportation disruptions or a global trade war.

We import materials and finished garments into all of our operating regions. Our ability to import products in a timely and cost-effective manner may be affected by conditions at ports or issues that otherwise affect transportation and warehousing providers, such as port and shipping capacity, energy costs, labor disputes and work stoppages, political unrest, security incidents, severe weather or security requirements in the United States and other countries. These issues could delay importation of products or require us to locate alternative ports or warehousing providers to avoid disruption to our customers. These alternatives may not be available on short notice or could result in higher transportation costs, which could have an adverse impact on our business and financial condition, specifically our gross margin and overall profitability.

Substantially all of our import operations are subject to complex trade and customs laws, regulations and tax requirements such as sanctions orders or tariffs set by governments through mutual agreements or unilateral actions. In addition, the countries in which our products are manufactured or imported may from time to time impose additional duties, tariffs or other restrictions on our imports or adversely modify existing restrictions. For example, the U.S. government has imposed tariffs on goods imported from China in connection with China's intellectual property practices and forced technology transfer and may in the future impose further tariffs. Currently, of the products that we sell in the United States, less than 1% are directly sourced and

manufactured in China. Adverse changes in import costs and restrictions, including tariffs, or the failure by us or our suppliers to comply with trade regulations or similar laws, could harm our business. In this regard, the increasingly protectionist trade policy and anticipated future policies in the United States has introduced greater uncertainty with respect to future tax and trade regulations. If additional tariffs or trade restrictions are implemented by the United States or other countries in connection with a global trade war, the cost of our products manufactured in China, Mexico or other countries and imported into the United States or other countries could increase, which in turn could adversely affect the demand for these products and have an adverse effect on our business and results of operations.

The loss of high-quality employees, including members of our executive management team and other key employees, or the failure to attract and retain key personnel or maintain our workplace culture could harm our business.

Our future success depends, in part, on the continued service of our high-quality employees, including our executive management team and other key employees, and the loss of the services of any key individual, or any negative perception with respect to these individuals, or our workplace culture or values, could harm our business. Our future success also depends, in part, on our ability to recruit, retain and motivate our employees sufficiently, both to maintain our current business and to execute our strategic initiatives. Competition for experienced and well-qualified employees in our industry is particularly intense in many of the places where we do business, and we may not be successful in attracting and retaining such personnel. Changes to our current and future office environments, adoption of new work models and our business requirements or expectations about when or how often employees work either on-site or remotely may not meet the expectations of our employees. As certain jobs and employers increasingly operate remotely, traditional geographic competition for talent may change in ways that cannot be fully predicted at this time. If our employment proposition is not perceived as favorable compared to other companies' policies, it could negatively impact our ability to attract, hire and retain our employees. Moreover, shifts in U.S. immigration policy could negatively impact our ability to attract, hire and retain highly skilled employees who are from outside the United States. We believe that our corporate culture has been a key driver of our success, and we have invested substantial time and resources in building, maintaining, and evolving our culture. Any failure to preserve and evolve our culture could negatively affect our future success, including our ability to retain and recruit employees.

During the course of fiscal year 2024, we made changes in personnel, including some of our senior leaders. While we have confidence in our team, the uncertainty inherent in leadership transitions and restructuring may be difficult to manage and can disrupt our business. The failure to successfully transition and assimilate key employees generally could adversely affect our results of operations. To the extent we do not effectively hire, onboard, retain and motivate key employees, our business can be harmed.

Certain employees in our production and distribution facilities are covered by collective bargaining agreements, and any material job actions could negatively affect our results of operations.

In North America, certain of our and our vendors' distribution employees are covered by various collective bargaining agreements. Outside North America, many of our and our vendors' production and distribution employees are covered by either industry-sponsored or government-sponsored collective bargaining mechanisms. Any work stoppages or other job actions by these employees, including as a result of our efforts to transition certain distribution and fulfillment centers to third-party logistics providers, could harm our business and reputation.

Additionally, employees in various jurisdictions and countries in which we and our vendors operate are or may eventually become unionized, which could bring about changes to our culture and operating model, increased payroll costs and reduced flexibility under labor regulations, which in turn may negatively impact our business. Furthermore, we could be affected by conflicts between unions which claim representation of our employees that could generate additional payroll costs and labor conflicts. Our responses to any union organizing efforts could also impact how the company and brands are perceived by customers and employees.

We have substantial liabilities and cash requirements associated with our postretirement benefits, pension, and deferred compensation plans.

Our postretirement benefits, pension and deferred compensation plans result in substantial liabilities on our balance sheet. These plans and activities have generated, and will generate, substantial cash requirements for us, and these requirements may increase beyond our expectations in future years based on changing market conditions. The difference between plan obligations and assets, or the funded status of the plans, is a significant factor in determining the net periodic benefit costs of our pension plans and the ongoing funding requirements of those plans. Many variables, such as changes in interest rates, mortality rates, health care costs, investment returns or the market value of plan assets, can affect the funded status of our defined benefit pension and other postretirement, and postemployment benefit plans and cause volatility in the net periodic benefit cost and future funding requirements of the plans. Plan liabilities may impair our liquidity, have an unfavorable impact on our ability to obtain financing and place us at a competitive disadvantage compared to some of our competitors who do not have such

liabilities and cash requirements. See Note 8 to the consolidated financial statements for more information regarding these obligations.

Our licensees and franchisees may not comply with our product quality, manufacturing standards, social, environmental, marketing and other requirements, which could negatively affect our reputation and business.

We license our trademarks to third parties for manufacturing, marketing and distribution of various products. While we enter into comprehensive agreements with our licensees covering product design, product quality, sourcing, manufacturing, marketing and other requirements, and while these agreements provide us with certain termination rights, our licensees may not comply fully with those agreements. Non-compliance could include marketing products under our brand names that do not meet our quality and other requirements or engaging in manufacturing practices that do not meet our sustainability standards and policies including our supplier code of conduct or applicable government restrictions and regulations. These activities could harm our brand equity, our reputation and our results of operations.

In addition, we enter into franchise agreements with unaffiliated franchisees to operate stores and, in certain circumstances, websites, in many countries around the world. Under these agreements, third parties operate, or will operate, stores and websites that sell apparel and related products under our brand names. While the agreements we have entered and plan to enter in the future provide us with certain termination rights, the value of our brands could be impaired to the extent that these third parties do not operate their businesses, including their stores or websites, in a manner consistent with our requirements regarding our brand identities and customer experience standards. Failure to protect the value of our brands, or any other harmful acts or omissions by a franchisee, could have an adverse effect on our brand equity, our reputation and our results of operations.

Our current and future products may experience quality problems from time to time that could result in negative publicity, litigation, product recalls and warranty claims, which could result in decreased revenues and harm to our brands.

There can be no assurance we will be able to detect, prevent or fix all defects that may affect our products. Inconsistency of legislation and regulations may also affect the costs of compliance with such laws and regulations. Such problems could hurt the image of our brands, which is critical to maintaining and expanding our business. Any negative publicity, product recalls or lawsuits filed against us related to the perceived quality or safety of our products could harm our brand, impact our results of operations and decrease demand for our products.

Risks Related to Legal, Regulatory and Compliance Issues and Changes

We are subject to a complex array of laws and regulations and litigation and other legal and regulatory proceedings, which could have an adverse effect on our business, financial condition, and results of operations.

As a multinational corporation with operations and distribution channels throughout the world, we are subject to and must comply with extensive laws and regulations in the United States and other jurisdictions in which we have operations and distribution channels. If we or our employees, agents, suppliers and other partners fail or are alleged to have failed to comply with any of these laws or regulations, we could be subjected to regulatory investigations or enforcement, lawsuits (including class actions), fines, sanctions or other penalties that could negatively affect our reputation, business, financial condition and results of operations. Furthermore, laws, regulations and policies and the interpretation of such, can conflict among jurisdictions and compliance in one jurisdiction may result in legal or reputational risks in another jurisdiction. We are or may become involved in various types of claims, lawsuits (including class actions), regulatory proceedings and government investigations relating to our business, our products and the actions of our employees and representatives, including contractual and employment relationships, product liability, antitrust, privacy and data protection, trademark and other intellectual property rights and a variety of other matters. It is not possible to predict with certainty the outcome of any such legal or regulatory proceedings or investigations, and we could in the future incur judgments, fines or penalties, or enter settlements of lawsuits and claims that could have a material adverse effect on our business, financial condition and results of operations and negatively impact our reputation. The global nature of our business means legal and compliance risks, such as anti-bribery, anti-corruption, fraud, trade, environmental, competition, privacy, and other regulatory matters, will continue to exist and additional legal proceedings and other contingencies will arise from time to time, which could adversely affect us. In addition, the adoption of new laws or regulations, or changes in the interpretation of existing laws or regulations, including the evolving regulatory requirements affecting product circularity and ESG standards or disclosures, may result in significant unanticipated legal and reputational risks. Any current or future legal or regulatory proceedings could divert management's attention from our operations and result in substantial legal fees.

Changes to trade policy, including tariff and customs regulations, or failure to comply with such regulations may have an adverse effect on our reputation, business, financial condition and results of operations.

Changes in U.S. or international social, political, regulatory and economic conditions or in laws and policies governing trade, manufacturing, development and investment in the countries where we currently sell our products or conduct our business, could adversely affect our business, reputation, financial condition and results of operations. For example, we are

required to observe certain laws relating to economic sanctions, including those implemented by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and other sanctions authorities. These requirements may prohibit or restrict activities relating to certain individuals, entities, countries or territories. Although we have implemented controls to promote compliance with economic sanctions, such requirements are subject to rapid change, and it may be time-consuming and expensive for us to alter our business operations to adapt to or comply with any changes in these or other laws. Should our controls prove to be, or have been, ineffective, we may be subject to regulatory or enforcement action that could adversely affect our reputation, financial condition, or business.

Changes or proposed changes in U.S. or other countries' trade policies may result in restrictions and economic disincentives on international trade. Tariffs, economic sanctions and other changes in U.S. trade policy have in the past and could in the future trigger retaliatory actions by affected countries, and certain foreign governments have instituted or are considering imposing retaliatory measures on certain U.S. goods. Further, any emerging protectionist or nationalist trends (whether regulatory- or consumer-driven) either in the United States or in other countries could affect the trade environment. We, like many other multinational corporations, conduct a significant amount of business that would be impacted by changes to the trade policies of the United States and foreign countries (including governmental action related to tariffs, international trade agreements, or economic sanctions). Such changes have the potential to adversely impact the U.S. economy or certain sectors thereof or the economy of another country in which we conduct operations, our industry and the global demand for our products, and as a result, could have a material adverse effect on our business, financial condition and results of operations.

Failure to adequately protect or enforce our intellectual property rights or adequately ensure that we are not infringing the intellectual property rights of others could adversely affect our business.

We may face significant expenses and liability in connection with the protection of our intellectual property rights, including outside the United States, and if we are unable to successfully protect our rights or resolve conflicts relating to infringement of intellectual property rights with others, our business or financial condition may be adversely affected.

Our competitive position largely depends upon our trademarks and other intellectual property rights, which we take steps to establish and protect both domestically and internationally. However, we may be unable to adequately protect or enforce our intellectual property rights or determine the extent of any unauthorized use by third parties, particularly in foreign countries where the laws do not protect proprietary rights as fully as in the United States. We periodically discover counterfeit reproductions of our products or products that otherwise infringe our intellectual property rights. Given that we place significant value on our trademarks, trade dress and the overall appearance and image of our products, if we are unsuccessful in enforcing or protecting our intellectual property rights, continued sales of these infringing products could adversely affect our sales and our brand and could result in a shift of consumer preference away from our brand and products. The actions we take to establish and protect our intellectual property rights are expensive, time-consuming and may not be adequate to prevent imitation of our products or other unauthorized uses of our intellectual property by others.

We also cannot assure that our rights in, or ownership of, our trademarks or other intellectual property rights would be upheld if challenged. Further, we cannot ensure that licensees will not take any actions that hurt the value of our intellectual property.

We also may be unable to prevent others from seeking to block sales of our products as purported violations of their proprietary rights.

We may be subject to liability or be prevented from using our trademarks or other intellectual property rights, which could have an adverse effect on our financial conditions and operations, if third parties successfully claim we infringe their intellectual property rights. Defending infringement claims could be expensive and time consuming and might result in our entering into costly license agreements or other settlement agreements. We also may be subject to significant damages or injunctions against development, manufacturing, use, importation or sale of certain products.

Although we take various actions to prevent the unauthorized use or disclosure of our confidential information and intellectual property rights, our controls and efforts to prevent unauthorized use or disclosure thereof might not always be effective. For example, confidential information related to business strategy, innovations, new technologies, mergers and acquisitions, unpublished financial results or personal data could be prematurely, inadvertently or improperly used or disclosed, resulting in a loss of reputation, loss of intellectual property rights, a decline in our stock price or a negative impact on our market position, and could lead to damages, fines, penalties or injunctions.

The enactment of tax legislation, including legislation implementing changes in taxation of international business activities, could adversely impact our financial position and results of operations.

We earn a substantial portion of our income in foreign countries and, as such, we are subject to the tax laws in the United States and numerous foreign jurisdictions. Current economic and political conditions make tax laws and regulations, or their interpretation and application, in any jurisdiction subject to significant change.

Recent tax legislation and regulations, including the enactment of a new corporate minimum tax in the U.S. and the U.S. Treasury Department's 2022 foreign tax credit regulations, make significant changes to the U.S. tax regime and could materially impact how our earnings are taxed.

In addition, the Organization for Economic Cooperation and Development ("OECD") reached agreement with over 140 countries to implement a minimum 15% tax rate on certain multinational enterprises, commonly referred to as the Pillar Two Inclusive Framework. Many jurisdictions continue to announce changes in their tax laws and regulations based on the Pillar Two Inclusive Framework. While we continue to evaluate the impact of these legislative changes as additional guidance becomes available, uncertainty remains regarding the timing and interpretation by tax authorities in affected jurisdictions. These legislative changes are not expected to have a material impact in fiscal year 2025 but could have an adverse impact on our effective tax rate, tax liabilities, and cash tax in future years.

We utilize tax rulings and other agreements to obtain certainty in treatment of certain tax matters. These rulings and agreements expire from time to time and may be extended when certain conditions are met, or terminated if certain conditions are not met. We cannot guarantee that such rulings and agreements will be extended or all conditions will continue to be satisfied. Changes in these rulings and agreements or their termination may result in a loss of certainty in treatment, which may adversely impact our effective tax rate.

We are also subject to the examination of our tax returns by the United States Internal Revenue Service ("IRS") and other tax authorities. We regularly assess the likelihood of an adverse outcome resulting from these examinations to determine the adequacy of our provision for income taxes. Although we believe our tax provisions are adequate, the final determination of tax audits and any related disputes could be materially different from our historical income tax provisions and accruals. The results of audits or related disputes could have an adverse effect on our financial statements for the period or periods for which the applicable final determinations are made. For example, we and our subsidiaries are also engaged in a number of intercompany transactions across multiple tax jurisdictions. Although we believe we have clearly reflected the economics of these transactions and the proper local transfer pricing documentation is in place, tax authorities may propose and sustain adjustments that could result in changes that may impact our mix of earnings in countries with differing statutory tax rates.

We are subject to stringent and changing obligations related to data privacy and security. Our actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions, litigation, fines and penalties, disruptions of our business operations, reputational harm and other adverse business or financial consequences.

In addition to our own sensitive and proprietary business information, we handle transactional and personal information, including without limitation credit card information and personal information about our employees, customers, consumers and users of our digital experiences, which include online distribution channels and product engagement.

As a result of our data collection and processing activities, we must comply with increasingly complex and rigorous, and sometimes conflicting laws, regulatory standards, industry standards, external and internal privacy and security policies, contracts and other obligations that govern the processing of business and personal data, including personal health information of our employees. For example, the European Union's General Data Protection Regulation (the "EU GDPR"), the United Kingdom's GDPR (the "UK GDPR"), California's Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 impose obligations on companies regarding the handling of personal data and provide certain individual privacy rights to persons whose data is stored or otherwise processed. Furthermore, other comprehensive privacy laws, such as China's Personal Information Protection Law, Canada's Personal Information Protection and Electronic Documents Act and India's new Digital Personal Data Protection Act, as well as other states in the United States have enacted data privacy laws that have come into effect or will come into effect in the coming months and years, which are likely to continue to influence other jurisdictions, U.S. states or even the U.S. Congress to pass comparable legislation. Additionally, laws in certain jurisdictions require data localization and impose restrictions on the transfer of personal information across borders. For example, the EU GDPR and the UK GDPR generally restrict the transfer of personal information, including employee and consumer information, to countries outside of the EEA and the United Kingdom (respectively) without appropriate safeguards or other measures. If we cannot implement a valid compliance mechanism for cross-border privacy and security transfers, we may face increased exposure to legal or regulatory actions, substantial fines and injunctions against processing or transferring personal information from Europe or elsewhere.

In addition, privacy advocates and industry groups have proposed, and may propose in the future, standards with which we are legally or contractually bound to comply. For example, we are also subject to the Payment Card Industry Data Security Standard ("PCI DSS"). The PCI DSS requires companies to adopt certain measures to ensure the security of cardholder information, and noncompliance with PCI-DSS can result in penalties ranging from $5,000 to $100,000 per month by credit card companies, litigation, damage to our reputation and revenue losses. Furthermore, we are bound by contractual obligations related to privacy, data protection and data security, and our efforts to comply with such obligations may not be successful or may have other negative consequences.

We may publish privacy policies, marketing materials and other statements, such as compliance with certain certifications or self-regulatory principles, regarding data privacy and security. If these policies, materials or statements are found to be deficient, lacking in transparency, deceptive, unfair or misrepresentative of our practices, we may be subject to investigation, enforcement actions by regulators or other adverse consequences. In general, negative publicity we might receive regarding any actual or perceived violations of consumer privacy rights, including fines and enforcement actions against us or other similarly placed businesses, may also impair consumers' trust in our privacy practices and make them reluctant to give their consent to share their data with us.

Obligations related to data privacy and security are quickly changing, becoming increasingly stringent and creating regulatory uncertainty. Additionally, these obligations may be subject to differing applications and interpretations, which may be inconsistent or conflict among jurisdictions. Compliance with existing and forthcoming data privacy and security laws and regulations can be costly and time consuming, and may require changes to our information technologies, systems and practices and to those of any third parties that process personal information on our behalf and cause us to divert resources from other initiatives and projects to address these evolving compliance and operational requirements. If we or the third parties on which we rely fail, or are perceived to have failed, to address or comply with obligations related to data privacy and security, we could face significant consequences, including, but not limited to, proceedings against the company by governmental entities (for example, investigations, lawsuits (including class actions), fines, penalties, audits and inspections) or other entities or individuals, additional reporting requirements or oversight bans, damage to our reputation and credibility or inability to process data or operate in certain jurisdictions, any of which could have a negative impact on our business, operations, reputation, revenues and profits.

Failure to comply with anti-bribery, anti-corruption and anti-money laundering laws could subject us to penalties and other adverse consequences.

We are subject to the FCPA, the U.K. Bribery Act and other anti-bribery, anti-corruption and anti-money laundering laws in various jurisdictions around the world. The FCPA, the U.K. Bribery Act and similar applicable laws generally prohibit companies, as well as their officers, directors, employees and third-party intermediaries, business partners and agents from making improper payments or providing other improper things of value to government officials or other persons. We and our third-party intermediaries may have direct or indirect interactions with officials and employees of government agencies or state owned or affiliated entities and other third parties where we may be held liable for corrupt or other illegal activities, even if we do not explicitly authorize them. While we have policies and procedures and internal controls to address compliance with such laws, we cannot provide assurance that all of our employees and third-party intermediaries, business partners and agents have not and will not take actions in violation of such policies and laws, for which we may be ultimately held responsible. In the event that we believe or have reason to believe that our directors, officers, employees or third-party intermediaries, agents or business partners have or may have violated such laws, we may be required to investigate or to have outside counsel investigate the relevant facts and circumstances. Detecting, investigating and resolving actual or alleged violations can be costly and require a significant diversion of time, resources and attention from senior management. Violations of the FCPA, the U.K. Bribery Act or other applicable anti-bribery, anti-corruption and anti-money laundering laws often result in whistleblower complaints, adverse media coverage, investigations, loss of export privileges and criminal or civil sanctions, penalties and fines, any of which could adversely affect our business and financial condition.

Risks Relating to Securities, Investment and Liquidity

If one or more of our counterparty financial institutions default on their obligations to us, we may incur significant losses or our financial liquidity could be adversely impacted.

As part of our hedging activities, we enter into transactions involving derivative financial instruments, which may include forward contracts, commodity futures contracts, option contracts, collars and swaps, with various financial institutions. In addition, we have significant amounts of cash, cash equivalents and other investments on deposit or in accounts with banks or other financial institutions in the United States and abroad. We are also a party to a Second Amended and Restated Credit Agreement (as amended to date, the "Credit Agreement") with several financial institutions that provides us with a senior secured revolving credit facility (the "Credit Facility") under which we had $803.0 million of borrowing capacity as of December 1, 2024. We may rely on that borrowing capacity to fund our operations. As a result, we are exposed to the risk of default by, or failure of, counterparty financial institutions. This risk may be heightened during economic downturns and periods of uncertainty in the financial markets, including as a result of macroeconomic and geopolitical conditions. If one of our counterparties were to become insolvent or file for bankruptcy, our ability to borrow funds or recover losses incurred as a result of a default or our assets that are deposited or held in accounts with such counterparty may be limited by the counterparty's liquidity or the applicable laws governing the insolvency or bankruptcy proceedings. In the event of default or failure of one or more of our counterparties, we could incur significant losses or our financial liquidity could be adversely impacted, which could negatively impact our results of operations and financial condition.

We have debt and interest payment requirements at a level that may restrict our future operations.

As of December 1, 2024, we had $1.0 billion of unsecured debt. Additionally, we had $803.0 million of borrowing capacity under the Credit Facility. The Credit Facility is secured by domestic and Canadian inventories, accounts receivable, and other assets, such as the Levi's® trademarks in the U.S. Our debt requires us to dedicate a substantial portion of any cash flow from operations to the payment of interest and principal due under our debt, which reduces funds available for other business purposes and results in us having lower net income (or greater net loss) than we otherwise would have had. This dedicated use of cash could impact our ability to successfully compete by, for example:

- increasing our vulnerability to general adverse economic and industry conditions, including store closures, decreased foot traffic and recession or inflationary pressures;
- limiting our flexibility in planning for or reacting to changes in our business and industry;
- placing us at a competitive disadvantage compared to some of our competitors that have less debt; and
- limiting our ability to obtain additional financing in the future, if required to fund working capital and capital expenditures and for other general corporate purposes.

A substantial portion of our debt is Euro-denominated senior notes. In addition, borrowings under our Credit Facility bear interest at variable rates and a portion of those borrowings may be in Canadian Dollars. As a result, increases in market interest rates and changes in foreign exchange rates could require a greater portion of our cash flow to be used to pay interest, which could further hinder our operations. Increases in market interest rates may also affect the trading price of our debt securities that bear interest at a fixed rate. Our ability to satisfy our obligations and to reduce our total debt depends on our future operating performance and on economic, financial, competitive and other factors, many of which are beyond our control.

Our ability to pay dividends, repurchase stock and make acquisitions is dependent on a variety of factors, including restrictions in our notes, indentures and Credit Facility that may limit our activities.

We need liquidity sufficient to fund payments of dividends, repurchases of stock and to make acquisitions. Future activities will depend upon our earnings, economic conditions, liquidity and capital requirements and other factors, including our debt leverage. Even if we have sufficient resources to pay dividends and to repurchase shares of our common stock, our board of directors may determine to use such resources to fund other company initiatives. Accordingly, we cannot make any assurance that future dividends will be paid, or future repurchases will be made, at levels comparable to our historical practices, if at all.

Additionally, our Credit Facility and certain of the indentures governing our senior unsecured notes contain restrictions, including covenants limiting our ability to incur additional debt, grant liens, make acquisitions and other investments, prepay specified debt, consolidate, merge or acquire other businesses or engage in other fundamental changes, sell assets, pay dividends and other distributions, repurchase our stock, enter into transactions with affiliates, enter into capital leases or certain leases not in the ordinary course of business, enter into certain derivatives, grant negative pledges on our assets, make loans or other investments, guarantee third-party obligations, engage in sale leasebacks and make changes in our corporate structure. These restrictions, in combination with our leveraged condition, may make it more difficult for us to successfully execute our business strategy, grow our business or compete with companies not similarly restricted.

If our foreign subsidiaries are unable to distribute cash to us when needed, we may be unable to satisfy our obligations under our debt securities, which could force us to sell assets or use cash that we were planning to use elsewhere in our business.

We conduct our international operations through foreign subsidiaries and we only receive the cash that remains after our foreign subsidiaries satisfy their obligations. We may depend upon funds from our foreign subsidiaries for a portion of the funds necessary to meet our debt service obligations. Any agreements our foreign subsidiaries enter into with other parties, as well as applicable laws and regulations that may subject repatriation payments to taxation or limit the right and ability of non-U.S. subsidiaries and affiliates to pay dividends and remit cash to affiliated companies, may restrict the ability of our foreign subsidiaries to pay dividends or make other distributions to us. If those subsidiaries are unable to transfer the amount of cash that we need, we may be unable to make payments on our debt obligations, which could force us to sell assets or use cash that we were planning on using elsewhere in our business, which could hinder our operations.

Changes in our credit ratings or macroeconomic conditions may affect our liquidity, increasing borrowing costs and limiting our financing options.

As of December 1, 2024, our long-term debt was rated BB+ by S&P Global Ratings, Ba1 by Moody's Investors Service, Inc and BB+ by Fitch Ratings, Inc. If our credit ratings are lowered, borrowing costs for future long-term debt or short-term credit facilities may increase and our financing options, including our access to the unsecured credit market, could be limited. In

addition, macroeconomic conditions such as increased volatility or disruption in the credit markets could adversely affect our ability to obtain financing or refinance existing debt on terms that would be acceptable to us.

Risks Relating to Ownership of Our Class A Common Stock

The market price of our Class A common stock may be volatile or may decline steeply or suddenly regardless of our operating performance and we may not be able to meet investor or analyst expectations. You may lose all or part of your investment.

The market price of our Class A common stock may fluctuate or decline significantly in response to numerous factors, many of which are beyond our control, including:

- actual or anticipated fluctuations in our revenues or other operating results;
- variations between our actual operating results and the expectations of securities analysts, investors and the financial community;
- any forward-looking financial or operating information we may provide to the public or securities analysts, any changes in this information or our failure to meet expectations based on this information;
- actions of securities analysts who initiate or maintain coverage of us, changes in financial estimates by any securities analysts who follow our company or our failure to meet these estimates or the expectations of investors;
- whether investors or securities analysts view our stock structure unfavorably, particularly our dual-class structure;
- additional shares of Class A common stock being sold into the market by us or our existing stockholders, or the anticipation of such sales;
- announcements by us or our competitors of significant products or features, innovations, acquisitions, strategic partnerships, joint ventures, capital commitments, divestitures or other dispositions;
- changes in operating performance and stock market valuations of companies in our industry, including our vendors and competitors;
- price and volume fluctuations in the overall stock market, including as a result of general economic trends, including inflationary pressures;
- lawsuits threatened or filed against us, or events that negatively impact our reputation;
- developments in new legislation and pending lawsuits or regulatory actions, including interim or final rulings by judicial or regulatory bodies; and
- other events or factors, including those resulting from the macroeconomic environment, geopolitical activities, war, incidents of terrorism, natural disasters, industrial accidents, pandemics, or responses to these events.

In addition, extreme price and volume fluctuations in the stock markets have affected and continue to affect many retail companies' stock prices. Often, their stock prices have fluctuated in ways unrelated or disproportionate to the respective companies' operating performance. In the past, stockholders have filed securities class action litigation following periods of market volatility. If we were to become involved in securities litigation, it could subject us to substantial costs, divert resources and the attention of management from our business and seriously harm our business.

Moreover, because of these fluctuations, comparing our operating results on a period-to-period basis may not be meaningful. You should not rely on our past results as an indication of our future performance. This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our revenues or operating results fall below the expectations of analysts or investors or below any forecasts we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price of our Class A common stock could decline substantially. Such a decline could occur even when we have met any previously publicly stated revenues or earnings forecasts that we may provide.

An active trading market for our Class A common stock may not be sustained.

Our Class A common stock is currently listed on the New York Stock Exchange ("NYSE") under the symbol "LEVI." However, we cannot assure you that an active trading market for our Class A common stock will be sustained. Accordingly, we cannot assure you of the likelihood that an active trading market for our Class A common stock will be maintained, the liquidity of any trading market, your ability to sell your shares of Class A common stock when desired or the prices that you may obtain for your shares.

Future sales of our Class A common stock by existing stockholders could cause our stock price to decline.

If our existing stockholders, including employees, who obtain equity, sell or indicate an intention to sell, substantial amounts of our Class A common stock in the public market, the trading price of our Class A common stock could decline. As of January 23, 2025, we had outstanding a total of 104,566,642 shares of Class A common stock and 291,313,971 shares of Class B common stock. Of these shares, only the shares of Class A common stock are currently freely tradable without restrictions or further registration under the Securities Act of 1933, as amended (the "Securities Act"), except for any shares held by persons who are our “affiliates” as defined in Rule 144 under the Securities Act, which may be sold in compliance with Rule 144 under the Securities Act.

Sales of a substantial number of such shares, or the perception that such sales may occur, could cause our stock price to decline or make it more difficult for the holders of our Class A common stock to sell at a time and price that they deem appropriate.

A majority of holders of our Class B common stock have contractual rights, subject to certain conditions, to require us to file registration statements for the public resale of the shares of Class A common stock issuable upon conversion of their Class B common stock, or to include such shares in registration statements that we may file.

The dual class structure of our common stock concentrates voting control with descendants of the family of Levi Strauss, who have the ability to control the outcome of matters submitted for stockholder approval, which will limit your ability to influence corporate matters and may depress the trading price of our Class A common stock.

Our Class B common stock, which is entitled to ten votes per share, is primarily owned by descendants of the family of our founder, Levi Strauss, and their relatives and trusts established for their behalf. Collectively, these persons have the ability to control the outcome of stockholder votes, including the election of our board of directors and the approval or rejection of a merger, change of control or other significant corporate transaction. In addition, so long as any shares of Class B common stock remain outstanding, the approval of the holders of a majority of our then-outstanding Class B common stock (or, in certain cases, a majority of our then-outstanding Class A common stock and Class B common stock, voting together as a single class) will be required in order for us to take certain actions.

This control may adversely affect the market price of our Class A common stock. In addition, certain index providers have announced restrictions on including companies with multiple-class share structures in certain of their indexes. S&P Dow Jones and FTSE Russell have announced changes to their eligibility criteria for inclusion of shares of public companies on certain indices, including the S&P 500. These changes exclude companies with multiple classes of shares of common stock from being added to such indices. In addition, several stockholder advisory firms have announced their opposition to the use of multiple class structures. As a result, the dual class structure of our common stock may prevent the inclusion of our Class A common stock in such indices and may cause stockholder advisory firms to publish negative commentary about our corporate governance practices or otherwise seek to cause us to change our capital structure. Any such exclusion from indices could result in a less active trading market for our Class A common stock. Any actions or publications by stockholder advisory firms critical of our corporate governance practices or capital structure could also adversely affect the value of our Class A common stock.

We believe having a long-term-focused, committed and engaged stockholder base provides us with an important strategic advantage, particularly in our business, where our more than 165-year history contributes to the iconic reputations of our brands. However, the interests of these stockholders may not always be aligned with each other or with the interests of our other stockholders. By exercising their control, these stockholders could cause our company to take actions that are at odds with the investment goals or interests of institutional, short-term or other non-controlling investors, or that have a negative effect on our stock price. Further, because these stockholders control the majority of our Class B common stock, we might be a less attractive takeover target, which could adversely affect the market price of our Class A common stock.

If securities or industry analysts either do not publish research about us or publish inaccurate or unfavorable research about us, our business or our market, or if they adversely change their recommendations regarding our Class A common stock, the trading price or trading volume of our Class A common stock could decline.

The trading market for our Class A common stock is influenced in part by the research and reports that securities or industry analysts may publish about us, our business, our market or our competitors. If one or more of the analysts initiate research with an unfavorable rating or downgrade our Class A common stock, provide a more favorable recommendation about our competitors or publish inaccurate or unfavorable research about our business, our Class A common stock price would likely decline. If any analyst who may cover us were to cease coverage of us or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the trading price or trading volume of our Class A common stock to decline.

Future securities issuances could result in significant dilution to our stockholders and impair the market price of our Class A common stock.

Future issuances of our Class A common stock or the conversion of a substantial number of shares of our Class B common stock, or the perception that these issuances or conversions may occur, could depress the market price of our Class A common stock and result in dilution to existing holders of our Class A common stock. Also, to the extent stock-based awards are issued or become vested, there will be further dilution. The amount of dilution could be substantial depending upon the size of the issuances or exercises. Furthermore, we may issue additional equity securities that could have rights senior to those of our Class A common stock. As a result, purchasers of Class A common stock bear the risk that future issuances of debt or equity securities may reduce the value of such shares and further dilute their ownership interest.

As of December 1, 2024, there were 9,066,809 shares of Class A common stock and 509,342 shares of Class B common stock issuable pursuant to restricted stock units ("RSUs"), performance restricted stock units ("PRSUs") and stock appreciation rights ("SARs") that may be settled in shares of our Class A or Class B common stock.

The requirements of being a public company may strain our resources, result in more litigation and divert management's attention.

As a public company we are subject to the additional reporting requirements of the Securities Exchange Act of 1934 (the "Exchange Act"), the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of the NYSE and other applicable securities rules and regulations. Complying with these rules and regulations involves significant legal and financial compliance costs, makes some activities more difficult, time consuming or costly and puts significant demand on our systems and resources. As a result, management's attention may be diverted from other business concerns, which could adversely affect our business and operating results.

In addition, changing laws, regulations and standards relating to corporate governance and public disclosure are creating uncertainty for public companies, increasing legal and financial compliance costs and making some activities more time consuming. These laws, regulations and standards are subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We intend to invest resources to comply with evolving laws, regulations and standards, and this investment may result in increased general and administrative expenses and a diversion of management's time and attention from revenue-generating activities to compliance activities. If our efforts to comply with new laws, regulations and standards differ from the activities intended by regulatory or governing bodies, regulatory authorities may initiate legal proceedings against us and our business may be adversely affected.

These new rules and regulations may make it more expensive for us to obtain director and officer liability insurance and, in the future, we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These factors could also make it more difficult for us to attract and retain qualified members of our board of directors, particularly to serve on its Audit Committee and Compensation and Human Capital Committee, and qualified executive officers.

By disclosing information in the various filings required of a public company, our business and financial condition will become more visible, which may result in threatened or actual litigation, including by competitors and other third parties. If those claims are successful, our business could be seriously harmed. Even if the claims do not result in litigation or are resolved in our favor, the time and resources needed to resolve them could divert our management's resources and seriously harm our business.

Delaware law and provisions in our amended and restated certificate of incorporation and amended and restated bylaws could make a merger, tender offer or proxy contest difficult, thereby depressing the trading price of our Class A common stock.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that could depress the trading price of our Class A common stock by acting to discourage, delay or prevent a change of control of our company or changes in our management that our stockholders may deem advantageous. In particular, our amended and restated certificate of incorporation and amended and restated bylaws:

- establish a classified board of directors so that not all members are elected at one time;
- permit our board of directors to establish the number of directors and fill any vacancies and newly-created directorships;
- authorize the issuance of "blank check" preferred stock that our board of directors could use to implement a stockholder rights plan;
- provide that our board of directors is expressly authorized to make, alter or repeal our bylaws;

- restrict the forum for certain litigation against us to Delaware or to Federal court;
- reflect the dual class structure of our common stock; and
- establish advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted upon by stockholders.

Any provision of our amended and restated certificate of incorporation, our amended and restated bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of Class A common stock and could also affect the price that some investors are willing to pay for our Class A common stock.

Our amended and restated certificate of incorporation and our amended and restated bylaws together designate the Court of Chancery of the State of Delaware and the federal district courts of the United States as the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that the Court of Chancery of the State of Delaware is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law:

- any derivative action or proceeding brought on our behalf;
- any action asserting a breach of fiduciary duty;
- any action asserting a claim against us arising under the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws; and
- any action asserting a claim against us that is governed by the internal-affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction.

In addition, our amended and restated bylaws provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act.

These choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or employees. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation and amended and restated bylaws. This may require significant additional costs associated with resolving such action in other jurisdictions and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

Item 1B. ***UNRESOLVED STAFF COMMENTS***

Not applicable.

Item 1C. ***CYBERSECURITY***

Risk Management and Strategy

We are heavily dependent on information technology systems and networks, including the Internet, third-party services and artificial intelligence, across our supply chain, including for product design, production, forecasting, ordering, manufacturing, transportation, sales, and distribution, as well as for processing financial information, external and internal reporting purposes, retail operations and other business activities. We maintain a comprehensive process for assessing, identifying and managing material risks from cybersecurity threats, including, but not limited to, risks from ransomware attacks, security breaches, cyber-attacks or other malicious activities by hackers, criminal groups, nation-states and nation-state-sponsored organizations and social-activist organizations, computer viruses or other malicious codes, unauthorized access, phishing attacks or unauthorized uses, as part of our overall risk management framework and processes. Our risk management framework considers cybersecurity risks alongside other company risks to evaluate their nature and severity, as well as to identify mitigations and assess the impact of those mitigations on residual risk.

We maintain a comprehensive cybersecurity and information security framework that includes risk assessment and mitigation through a threat intelligence-driven approach, application controls and enhanced security with ransomware defense. The framework leverages the National Institute of Standards and Technology (NIST) Cyber Security Framework 2.0, as well as other standards. We utilize policies, software, training programs and hardware solutions to protect and monitor our environment, including multifactor authentication, firewalls, intrusion detection and prevention systems, vulnerability and penetration testing, identity management, security information and event management systems and insider threat management systems. We also carry insurance that provides protection against certain potential losses arising from a cybersecurity incident.

Our policies require that certain of our employees and contractors complete mandatory security awareness training upon hire or engagement and annually thereafter. The training covers essential topics such as phishing awareness, password security, data protection, social engineering, physical security and compliance requirements. Additionally, targeted training is provided based on roles, responsibilities and access levels to ensure relevance and effectiveness. The awareness and training program also includes practical exercises, such as simulated phishing attacks, to reinforce training objectives and improve understanding of security vulnerabilities. We also participate in a variety of initiatives and groups for collaboration and for increasing our security knowledge and awareness.

Our cybersecurity risk management processes include a third-party risk management program that assesses risks from vendors and suppliers. The program includes cybersecurity and data privacy assessments during vendor onboarding to identify and classify risk based on several factors, including the type of data handled by the third-party service provider and the potential impact to our business if there were a significant disruption to the third-party service or system.

We maintain a robust Cybersecurity Incident Response Program intended to help us respond to an incident, prevent or minimize system disruption or the loss of data, recover business-critical services and facilitate compliance with any applicable legal obligations. Our program includes a written response plan that provides a framework for handling cybersecurity incidents based on the severity of the incident and the formation of a cross-functional incident response team staffed in accordance with the relevant severity level. The plan also sets out a coordinated approach to assessing the severity of potential and actual incidents and their impacts, containing, investigating, documenting, mitigating and remediating incidents, including reporting findings and keeping senior management, the Board of Directors and other key stakeholders and third parties (such as insurance providers and incident response professionals) informed and involved as appropriate.

Our cybersecurity team regularly tests our cybersecurity controls through penetration testing, vulnerability scanning, and attack simulation.

Additionally, in connection with our cybersecurity risk management processes, we engage consultants, including outside counsel, to review our processes or programs, benchmark and opine on best practices. We conduct tests on our ecommerce sites to identify control gaps and prioritize process improvements that align with our business and cybersecurity strategy. We also periodically engage a third-party independent review of our cybersecurity program against the NIST Cybersecurity Framework 2.0 to provide an independent assessment and perspective measured against industry standards. In addition, members of senior management participate in periodic tabletop exercises with third-party experts on crisis management best practices to apply their learnings to the company’s business continuity, enterprise risk and cybersecurity programs.

Our business strategy, results of operations and financial condition have not been materially affected by risks from cybersecurity threats as a result of previous cybersecurity incidents, but we cannot provide assurance that they will not be materially affected in the future by such risks and any future material incidents. See "Risk Factors" in Item 1A of this Annual Report on Form 10-K for more information on risks from cybersecurity threats that are reasonably likely to materially affect our business strategy, results of operations and financial condition.

Governance

Management

Our cybersecurity strategy is developed in close collaboration with business stakeholders and is led by our Chief Information Security Officer (CISO). This strategy forms the foundation of our information security programs and supports effective cybersecurity risk management. Cybersecurity risk management is the responsibility of our information security team, which is overseen by our CISO. Our cyber fusion team, a subset of the information security team, is responsible for incident response, endpoint security management, detection engineering, vulnerability management, and threat intelligence. The cyber fusion team partners with technology and business stakeholders to strengthen the resiliency of our systems. Our CISO is informed about and monitors the prevention, detection, mitigation and remediation of cybersecurity incidents pursuant to the escalation procedures in our Cybersecurity Incident Response Plan. As described above, for incidents assessed at elevated severity levels, our CISO, crisis management team and legal team promptly engage a cross-functional incident response team to assess and monitor the incident to comply with applicable legal requirements.

Our CISO has served in this position since 2021 and has over two decades of experience in developing robust security programs across various industries. His previous positions include Deputy CISO for the Federal Reserve System, Chief Business Security Officer at ADP and cybersecurity leadership roles at Equifax. Before joining Equifax, he held positions in information security, compliance and internal audit at McKesson Corporation, Fifth Third Bank and AT&T. He also holds numerous industry certifications and serves as the Board Secretary of the Retail & Hospitality Information Sharing and Analysis Center.

Board of Directors

The Audit Committee of the Board of Directors is primarily responsible for the oversight of risks from cybersecurity threats. This includes the responsibility for reviewing and discussing with management and the Board of Directors our information technology use and protection, including, but not limited to, data governance, privacy, IT risks, compliance, cybersecurity and significant legislative and regulatory developments that could materially impact us, as well as the evaluation with management of the implementation and effectiveness of our controls to monitor and mitigate these risks and the oversight for any investigations related to specific cybersecurity or technology incidents. To fulfill this responsibility, the Audit Committee receives regular reports about cybersecurity risks from our CISO, and receives updates more often as needed, including in the event of a significant cybersecurity incident in accordance with our Cybersecurity Incident Response Plan. These regular reports periodically include information regarding the implementation and administration of the registrants cybersecurity processes, cybersecurity governance processes, status of projects relating to cybersecurity, cybersecurity matters relating to any particular products or services, summaries of any material cybersecurity threats or incidents and responses thereto, regulatory updates, updates on cybersecurity trends and the results of any assessments performed by internal stakeholders or third-party advisors.

Our Board of Directors retains responsibility for the oversight of our overall risk management systems and processes and our CISO provides periodic reports to the full Board of Directors on cybersecurity risk. The Board of Directors also participates in educational sessions relating to cybersecurity matters.

Item 2. *PROPERTIES*

We conduct manufacturing, distribution and administrative activities in owned and leased facilities. As of December 1, 2024, we operated two manufacturing-related facilities abroad and 14 distribution centers around the world. In addition, during fiscal year 2024, we entered into a lease agreement with a third-party logistics provider to operate a distribution center in Ohio. We have renewal rights for most of our property leases. We anticipate that we will be able to extend these leases on terms satisfactory to us or, if necessary, locate substitute facilities on acceptable terms. We believe our facilities and equipment are in good condition and are suitable and adequate to meet our current requirements. Information about our principal operating properties in use as of December 1, 2024 is summarized in the following table**:**

Location	Primary Use	Leased/Owned
San Francisco, CA	Design and Product Development	Leased
Erlanger, KY	Distribution	Leased
Hebron, KY	Distribution	Owned
Canton, MS	Distribution	Owned
Henderson, NV	Distribution	Owned
Etobicoke, Canada	Distribution	Owned
Itapevi, Brazil	Distribution	Leased
Cuautitlan, Mexico	Distribution	Leased
Villa El Salvador, Peru	Distribution	Leased
Pudahuel, Chile	Distribution	Leased
Dorsten, Germany	Distribution	Leased
Plock, Poland	Manufacturing and Finishing	Leased(1)
Northhampton, U.K.	Distribution	Leased
Colombus, OH	Distribution	Leased
Itagui, Colombia	Distribution	Leased
Cape Town, South Africa	Manufacturing, Finishing and Distribution	Leased

(1) Building and improvements are owned but subject to a ground lease.

Our global headquarters is located in leased premises in San Francisco, California, and we have additional commercial support offices in Diegem, Belgium and Singapore. The headquarters of Dockers® and Beyond Yoga® are located in leased premises in San Francisco, California and Culver City, California, respectively.

In addition to the above, we operate finance shared service centers in Eugene, Oregon and Bangalore, India. We also operate two data centers located in Carrollton and Westlake, Texas. As of December 1, 2024, we leased 65 administrative and sales offices in 35 countries, as well as leased 7 warehouses in three countries.

As of December 1, 2024, we had 1,163 company-operated Levi's retail and outlet stores in leased premises in 39 countries: 458 stores in the Americas, 299 stores in Europe and 406 stores in Asia. Additionally, we had 106 Dockers® retail and outlet stores in leased premises, and seven Beyond Yoga® retail stores.

Item 3. *LEGAL PROCEEDINGS*

In the ordinary course of business, we have various claims, complaints and pending cases, including contractual matters, facility and employee-related matters, distribution matters, product liability matters, intellectual property matters, bankruptcy preference matters, and tax and administrative matters. We do not believe any of these pending claims, complaints and legal proceedings will have a material impact on our financial condition, results of operations or cash flows.

Item 4. *MINE SAFETY DISCLOSURES*

Not applicable.

PART II

Item 5. *MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES*

Market Information

Our Class A common stock has traded on the New York Stock Exchange ("NYSE") under the symbol "LEVI" since March 21, 2019. Prior to that date, there was no public trading market for our Class A common stock. Our Class B common stock is neither listed nor publicly traded.

Holders of Record

As of January 23, 2025, there were 64 holders of record of our Class A common stock and 247 holders of record of our Class B common stock. The number of Class A beneficial stockholders is substantially greater than the number of holders of record because a large portion of our Class A common stock is held in "street name" by banks and brokerage firms through participant accounts in the Depository Trust Company, which holds shares through a single account at its nominee CEDE & Co.

Dividend Policy

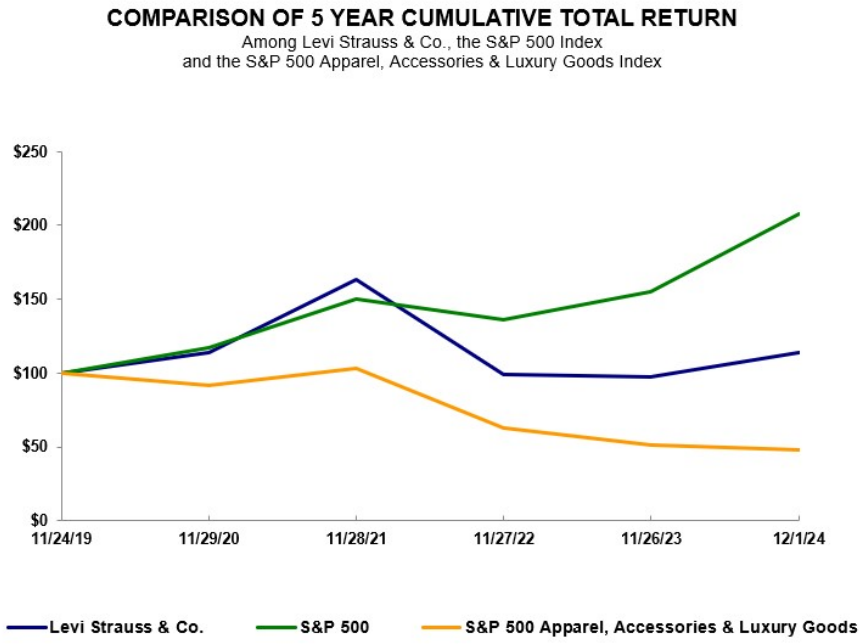
We do not have an established annual dividend policy, but we aim to grow our annual cash dividends along with our earnings growth. We will continue to review our ability to pay cash dividends on an ongoing basis and dividends may be declared at the discretion of our board of directors depending upon, among other factors, our financial condition and compliance with the terms of our debt agreements. Our debt arrangements limit our ability to pay dividends. For more detailed information about these limitations, see Note 7 to our audited consolidated financial statements included in this report.

Securities Authorized for Issuance Under Equity Incentive Plans

See Item 12, "Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters" for information regarding securities authorized for issuance.

Cumulative Stock Performance Graph

The following graph compares the percentage change in the cumulative total return on our Class A common stock relative to the cumulative total returns of the Standard & Poor's ("S&P") 500 Index, and the S&P 500 Apparel, Accessories and Luxury Goods Index for the five fiscal-year periods commencing on November 24, 2019 and ended December 1, 2024. The graph assumes an initial investment of $100 in our Class A common stock and in each index on November 24, 2019, with all dividends reinvested. The comparisons are based on historical data and are not necessarily indicative of, nor intended to forecast, the future performance of our Class A common stock.



(in dollars)	November 24, 2019	November 29, 2020	November 28, 2021	November 27, 2022	November 26, 2023	December 1, 2024
Levi Strauss & Co.	$ 100.00	$ 113.96	$ 163.38	$ 99.13	$ 97.73	$ 113.97
S&P 500	$ 100.00	$ 117.46	$ 150.25	$ 136.41	$ 155.29	$ 207.92
S&P 500 Apparel, Accessories and Luxury Goods	$ 100.00	$ 91.44	$ 103.01	$ 62.75	$ 51.04	$ 48.25

The information under "Cumulative Stock Performance Graph" is not deemed to be "soliciting material" or "filed" with the SEC or subject to Regulation 14A or 14C, or to the liabilities of Section 18 of the Exchange Act. Such information shall not be deemed incorporated by reference in any filing of Levi Strauss & Co. under the Securities Act or the Exchange Act, whether made before or after the date of this Annual Report, irrespective of any general incorporation language in those filings, except as otherwise expressly set forth by specific reference in such filing.

Recent Sales of Unregistered Securities

None.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Period	Total number of shares purchased[1]	Average price paid per share[2]	Total number of shares purchased as part of publicly announced plans or programs	Approximate maximum dollar value of shares that may yet be purchased under the plans or programs
August 26, 2024 - September 29, 2024	—	$ —	—	$ 620,752,259
September 30, 2024 - October 27, 2024	1,577,232	19.22	1,577,232	590,436,523
October 28, 2024 - December 1, 2024	—	—	—	590,436,523
Total	1,577,232	$ 19.22	1,577,232	

(1) We maintain a share repurchase program authorized by the Board. Under this program, we may repurchase shares from time to time. The timing and actual number of shares repurchased will depend on a variety of factors, including price, general business and market conditions and alternate uses of capital. The share repurchase program may be effected through Rule 10b5-1 plans, open market purchases or privately negotiated transactions, each in compliance with Rule 10b-18 under the Exchange Act. The program may be suspended or discontinued at any time and does not have an expiration date.

During the fourth quarter of 2024, we repurchased 1.6 million shares for $30.3 million, excluding any broker commissions. Such repurchases were made pursuant to the Company's share repurchase program described above. Share repurchase authority was $590.4 million as of January 23, 2025.

(2) The average price paid per share excludes any broker commissions.

Shares withheld related to the vesting or exercise of stock-based compensation awards are excluded from the disclosure.

Item 6. ***RESERVED***

Item 7. *MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS*

You should read the following discussion and analysis of our financial condition and results of operations together with our consolidated financial statements and related notes thereto included in Part II, Item 8 of this Annual Report on Form 10-K. Some of the information contained in this discussion and analysis or set forth elsewhere in this Annual Report, including information with respect to our plans and strategy for our business, includes forward-looking statements that involve risks and uncertainties. See "Special Note Regarding Forward-Looking Statements" and "Risk Factors" for a discussion of forward-looking statements and important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements. We use a 52- or 53-week fiscal year, with each fiscal year ending on the Sunday that is closest to November 30 of that year. See "Financial Information Presentation—Fiscal Year."

This Management's Discussion and Analysis of Financial Condition and Results of Operations is designed to provide a reader of our financial statements with a narrative from the perspective of our management on our financial condition, results of operations, liquidity and certain other factors that may affect our future results.

To supplement our consolidated financial statements prepared and presented in accordance with generally accepted accounting principles in the United States ("GAAP"), we use certain non-GAAP financial measures throughout this Annual Report, as described further below, to provide investors with additional useful information about our financial performance, to enhance the overall understanding of our past performance and future prospects and to allow for greater transparency with respect to important metrics used by our management for financial and operational decision-making. We are presenting these non-GAAP financial measures to assist investors in seeing our financial performance from management's point of view and because we believe they provide an additional tool for investors to use in comparing our core financial performance over multiple periods with other companies in our industry.

However, non-GAAP financial measures have limitations in their usefulness to investors because they have no standardized meaning prescribed by GAAP and are not prepared under any comprehensive set of accounting rules or principles. In addition, non-GAAP financial measures may be calculated differently from, and therefore may not be directly comparable to, similarly titled measures used by other companies. As a result, non-GAAP financial measures should be viewed as supplementing, and not as an alternative or substitute for, our consolidated financial statements prepared and presented in accordance with GAAP. For more information on our calculation of non-GAAP measures and reconciliations of these non-GAAP financial measures to the most directly comparable financial measures calculated in accordance with GAAP, see "Non-GAAP Financial Measures."

Overview

We are an iconic American company with a rich history of profitable growth, quality, innovation and corporate citizenship. Our story began in San Francisco, California, in 1853 as a wholesale dry goods business. We created the first riveted blue jean 20 years later. Today we design, market and sell products that include jeans, casual and dress pants, activewear, tops, shorts, skirts, dresses, jackets and related accessories for men, women and children around the world under our Levi's®, Dockers®, Levi Strauss Signature™ and Denizen® and Beyond Yoga® brands. We service our consumers through our global infrastructure which develops, sources and markets our products around the world. In the first quarter of 2024 we announced the strategic decision to discontinue the Denizen® brand. In the fourth quarter of 2024, we announced we are undertaking an evaluation of strategic alternatives to the global Dockers® business, including a sale or other strategic transactions.

We operate our business according to three reportable segments: Americas, Europe, and Asia, collectively comprising our Levi's Brands business, which includes the Levi's®, Levi Strauss Signature™ and Denizen® brands. The Dockers® and Beyond Yoga® businesses do not meet the quantitative thresholds for reportable segments and therefore are presented in our financial statements under the caption of Other Brands.

Our iconic, enduring brands are brought to life every day around the world by our talented and creative employees and partners. The Levi's® brand epitomizes classic, authentic American style and effortless cool. We have cultivated Levi's® as a lifestyle brand that is inclusive and democratic in the eyes of consumers while offering products that feel exclusive, personalized and original. This approach has enabled the Levi's® brand to evolve with the times and continually reach a new, younger audience, while our rich heritage continues to drive relevance and appeal across demographics. The Dockers® brand helped drive "Casual Friday" in the 1990s and has been a cornerstone of casual menswear for more than 30 years. The Levi Strauss Signature™ and Denizen® brands, which we developed for value-conscious consumers, offer quality craftsmanship and great fit and style at affordable prices. The Beyond Yoga® brand is a body positive, premium athleisure apparel brand focused on quality, fit and comfort.

We recognize wholesale revenue from sales of our products through third-party retailers such as department stores, specialty retailers, third-party e-commerce sites and franchise locations dedicated to our brands. We also sell our products directly to consumers (“DTC”) through a variety of formats, including our own company-operated mainline and outlet stores, company-operated e-commerce sites and select shop-in-shops that we operate within department stores and other third-party retail locations. As of December 1, 2024, our products were sold in approximately 50,000 retail locations in approximately 120 countries, including approximately 3,400 brand-dedicated stores and shop-in-shops. As of December 1, 2024, we had company-operated stores located in 39 countries and approximately 600 company-operated shop-in-shops. The remainder of our brand-dedicated stores and shop-in-shops were operated by franchisees and other partners.

Across all of our brands, pants – including jeans, casual pants, dress pants, shorts, skirts, and activewear – represented 67% and 68% of our total units sold in fiscal years 2024 and 2023, respectively. Tops – including shirts, sweaters, jackets, dresses and jumpsuits – represented 27% and 26% of our total units sold in fiscal years 2024 and 2023, respectively. The remainder of our products are footwear and accessories. Men's products generated 63% and 64% of our net revenues in fiscal years 2024 and 2023, respectively. Women's products generated 36% and 34% of our net revenues in fiscal years 2024 and 2023, respectively. The remainder of our products are non-gendered. Products other than denim bottoms – which include tops, footwear and accessories and pants excluding jeans – represented 39% of our net revenues in both fiscal years 2024 and 2023.

Our Europe and Asia businesses, collectively, contributed 42% of our net revenues and 40% of our segment operating income in fiscal year 2024, as compared to 43% of our net revenues and 46% of our segment operating income in fiscal year 2023. Revenues from our international business, which includes our Europe and Asia segments, as well as Canada and Latin America from our Americas segment, represented 57% and 56% of our net revenues in fiscal year 2024 and fiscal year 2023, respectively. Sales of Levi’s® brand products represented approximately 89% and 87% of our net revenues in fiscal year 2024 and 2023, respectively.

Our wholesale channel generated 54% and 57% of our net revenues in fiscal years 2024 and 2023, respectively. Sales to franchise partners, included as a component of our wholesale channel, generated 6% of our net revenues in both fiscal years 2024 and 2023. Our DTC channel generated 46% and 43% of our net revenues in fiscal years 2024 and 2023, respectively, with our company operated e-commerce business representing 21% and 20% of DTC channel net revenues and 10% and 9% of total net revenues in fiscal years 2024 and 2023, respectively.

Our key long-term objectives are to strengthen our brands globally in order to deliver sustainable profitable growth and generate industry-leading shareholder returns. Critical strategies to achieve these objectives include being a brand-led business, putting DTC first, and further powering the portfolio by diversifying across geographies, categories, genders and channels. We intend to achieve these strategies through operational excellence and a one team mindset.

Supply Chain

Disruption of container shipping traffic through the Red Sea and surrounding waterways is affecting transit times and shipping costs for goods manufactured in Asia and destined to Europe and the U.S. We have taken actions to divert the flow of goods and are negotiating with shipping companies on the cost impacts to minimize impacts on the business. Additionally, inflationary pressures, competition for, and price volatility of, resources throughout the supply chain persist. We continue to pursue mitigation strategies and create new efficiencies in our global supply chain.

Effects of Inflation

Inflationary pressures persist, including increased costs of labor and increased supply chain costs. Trends such as these have resulted in higher product costs in previous periods and may do so again in the future, increasing pressure to reduce costs and raise product prices, which could have a negative impact on consumer demand. If these inflationary pressures continue, our revenue, operating margins and net income will be impacted in 2025.

Project Fuel

In the first quarter of 2024, our Board of Directors (the "Board") approved a multi-year global productivity initiative, “Project Fuel” designed to accelerate the execution of our Brand Led and DTC First strategies while fueling long-term profitable growth. This will be a two-year initiative beginning in 2024, with a focus on optimizing our operating model and structure, redesigning business processes and identifying opportunities to reduce costs and simplify processes across our organization.

The first phase of the global productivity initiative was completed primarily in the first half of 2024, resulting in the Company recognizing $188.7 million in restructuring charges for the year ended December 1, 2024, primarily due to severance, other post-employment benefits, contract terminations and asset impairments, recorded within “Restructuring charges, net” in the consolidated statements of income. Additionally, the Company is changing its distribution strategy from an owned and

operated model to a mix of owned and third-party operated distribution centers, which has and will continue to result in the sale, lease or transfer of certain distribution centers currently owned and operated by the Company to third-party logistics providers.

During the year ended December 1, 2024, we also recognized $54.3 million of restructuring related charges primarily consisting of consulting fees and an impairment charge of $11.1 million related to capitalized internal-use software as a result of the decision to discontinue certain technology projects in connection with Project Fuel, recorded within Selling, general, and administrative expenses ("SG&A") in the Company's consolidated statements of income, and $5.5 million in goodwill impairment charges related to our footwear business as a result of the decision to discontinue the category recorded within Goodwill and other intangible impairment charges in the Company's consolidated statements of income. We may incur additional significant restructuring and related charges as we progress our global productivity initiative, which could be material in a future fiscal quarter or year.

In the fourth quarter of 2024, the Company announced that it has initiated a formal review of strategic alternatives for the Dockers® brand, which could include a potential sale or other strategic transaction. The Company has retained Bank of America as its financial advisor. The Company has not set a deadline or definitive timetable for the completion of the strategic alternatives review process, and there can be no assurance that this process will result in any transaction or particular outcome.

Other Factors Affecting Our Business

We believe the other key business and marketplace factors that are impacting our business include the following:

- Inflation and other macroeconomic pressures in the U.S. and the global economy such as rising interest rates, energy prices, potential new tariffs and recession fears are creating a complex and challenging retail environment for us and our customers as consumers reduce discretionary spending. A decline in consumer spending has had and may continue to have an adverse effect on our revenues, operating margins and net income. These trends historically have impacted and may impact our future financial results, affecting revenue, operating margins and net income.
- The diversification of our business model across geographies, channels, brands, and categories affects our gross margin. For example, if our sales in higher gross margin geographies, channels, brands and categories grow at a faster rate than in our lower gross margin business geographies, channels, brands and categories, we would expect a favorable impact to aggregate gross margin over time. Gross margin in our Europe segment is generally higher than in our Americas and Asia segments. DTC sales generally have higher gross margins than sales through third parties, although DTC sales also typically have higher selling expenses and could have lower profitability. As we continue to execute on our strategic framework to be DTC first, we expect to see greater impact on our margins. Enhancements to our existing product offerings, or our expansion into new brands and products categories, may also impact our future gross margin.
- Foreign currencies continue to be volatile. Significant fluctuations of the U.S. Dollar against various foreign currencies, including the Euro and Mexican Peso, has in the past and may in the future negatively impact our financial results, revenue, operating margins and net income.
- The current domestic and international political environment, including volatile trade relations and military and civil conflicts, have resulted in uncertainty surrounding the future state of the global economy. There is greater uncertainty with respect to potential changes in trade regulations, tariffs, sanctions and export controls which also increase volatility in the global economy. This environment has affected and may continue to affect production and distribution lead times, increasing our costs and potentially affecting our ability to meet customer demand. If these disruptions persist, they may require us to modify our current sourcing practices, which may impact our product costs, and, if not mitigated, could have a material adverse effect on our business and results of operations.
- The Organization for Economic Cooperation and Development reached agreement among over 140 countries to implement a minimum 15% tax rate on certain multinational enterprises, commonly referred to as Pillar Two. Many countries continue to announce changes in their tax laws and regulations based on the Pillar Two framework. While we continue to evaluate the impact of these legislative changes as additional guidance becomes available, uncertainty remains regarding the timing and interpretation by tax authorities in affected jurisdictions. These legislative changes are not expected to have a material impact in fiscal year 2025 but could have an adverse impact on our effective tax rate, tax liabilities, and cash tax in future years.
- There has been increased focus from our stakeholders, including consumers, employees, investors, regulatory organizations and legislatures on corporate environmental, social, and governance ("ESG") practices, including corporate practices related to the causes and impacts of climate change and corporate statements, practices or products related to a variety of social issues. We expect that stakeholder expectations and actions with respect to

ESG practices and social issues and regulatory requirements will continue to evolve rapidly, which may impact our reputation and financial results.

- Wholesaler/retailer dynamics and wholesale channels remain challenged by mixed growth prospects due to increased competition from e-commerce shopping, pricing transparency enabled by the proliferation of online technologies, and vertically-integrated specialty stores. Retailers, including our top customers, have in the past and may in the future decide to consolidate, undergo restructurings or rationalize their stores, which could result in a reduction in the number of stores that carry our products.

These factors contribute to a global market environment of intense competition, constant product innovation and continuing cost pressure, and combine with the continuing global economic conditions to create a challenging commercial and economic environment. We evaluate these factors as we develop and execute our strategies.

For additional information regarding these risks, as well as other risks we face, see the risk factors discussed in Part I, Item 1A. “Risk Factors”.

Seasonality of Sales

We typically achieve our largest quarterly revenues in the fourth quarter. In fiscal year 2024, our net revenues in the first, second, third and fourth quarters represented 24%, 23%, 24% and 29%, respectively, of our total net revenues for the fiscal year. Fiscal year 2024 benefited from a 53rd week, which was included in the fourth quarter, impacting net revenues by approximately $85 million or 1.3%. In fiscal year 2023, our net revenues in the first, second, third and fourth quarters represented 27%, 22%, 24% and 27%, respectively, of our total net revenues for the fiscal year.

We typically achieve a significant amount of revenues from our DTC channel on the Friday following Thanksgiving Day, which is commonly referred to as Black Friday. Due to the timing of our fiscal year end, a particular fiscal year might include one, two or no Black Fridays, which could impact our net revenues for the fiscal year. Fiscal years 2024 and 2023 included one Black Friday.

The level of our working capital reflects the seasonality of our business and varies throughout the fiscal year to support our seasonal and holiday revenue patterns as well as business trends.

Our Results for the Fourth Quarter of Fiscal Year 2024

- Fiscal year 2024 benefited from a 53rd week, which was included in the fourth quarter, benefiting net revenues by approximately $85 million or 4.6% of fourth quarter net revenues.
- *Net revenues.* Compared to the fourth quarter of fiscal year 2023, consolidated net revenues increased 12.0% on a reported basis and 7.9% on an organic net revenues basis. Excluding the effects of currency, revenue growth was driven by DTC, which grew across our regions, and wholesale, which grew in Americas and Asia.
- *Operating income*. Compared to the fourth quarter of 2023, consolidated operating income increased 40.3% to $212.2 million from $151.2 million. The increase was due to higher revenue and gross margin in the current fiscal year partially offset by an increase in SG&A expenses.
- *Net income.* Compared to the fourth quarter of 2023, consolidated net income of $182.6 million increased from $126.8 million. The increase was primarily due to higher revenue and gross profit, partially offset by higher SG&A expenses.
- *Adjusted EBIT.* Compared to the fourth quarter of 2023, Adjusted EBIT of $246.8 million increased from $200.1 million. The increase was due to higher revenue and gross profit described above, partially offset by higher Adjusted SG&A.
- *Adjusted net income.* Compared to the fourth quarter of 2023, Adjusted net income of $202.2 million increased from $178.6 million. The increase was primarily due to the higher Adjusted EBIT described above.
- *Diluted earnings per share.* Compared to the fourth quarter of 2023, diluted earnings per share of $0.46 increased from $0.32 due to higher net income described above.
- *Adjusted diluted earnings per share.* Compared to the fourth quarter of 2023, Adjusted diluted earnings per share of $0.50 increased from $0.44 mainly due to the increase in Adjusted net income described above. Currency translation did not have a significant impact on Adjusted diluted earnings per share.

Our Fiscal Year 2024 Results

- *Net revenues.* Compared to fiscal year 2023, consolidated net revenues increased 2.9% on a reported basis and 3.2% on an organic net revenues basis. The increase was driven by growth in DTC, which grew across our regions. The growth was partially offset by a decline in wholesale.
- *Operating income*. Compared to fiscal year 2023, consolidated operating income decreased to $264.1 million from $353.3 million primarily due to higher SG&A expenses, restructuring charges, and goodwill and other intangible impairment charges in the current fiscal year.
- *Net income.* Compared to fiscal year 2023, consolidated net income decreased to $210.6 million from $249.6 million. The decrease was due to lower operating income described above.
- *Adjusted EBIT.* Compared to fiscal year 2023, Adjusted EBIT of $649.9 million increased from $554.8 million primarily due to higher revenue and gross profit, partially offset by higher Adjusted SG&A expenses, driven by selling expenses in support of our DTC business.
- *Adjusted EBIT margin* was 10.2%, 120 basis points higher than the prior fiscal year on a reported basis and 130 basis points higher on a constant-currency basis.
- *Adjusted net income.* Compared to fiscal year 2023, Adjusted net income increased to $502.7 million from $440.7 million. The increase was primarily due to higher Adjusted EBIT described above.
- *Diluted earnings per share.* Compared to fiscal year 2023, diluted earnings per share of $0.52 decreased from $0.62 mainly due to the lower net income described above.
- *Adjusted diluted earnings per share.* Compared to fiscal year 2023, Adjusted diluted earnings per share of $1.25 increased from $1.10 due to the lower Adjusted net income described above. Currency translation unfavorably affected Adjusted diluted earnings per share by $0.02.

For more information on Organic net revenues, Adjusted SG&A, Adjusted EBIT, Adjusted net income and Adjusted diluted earnings per share, measures not prepared in accordance with United States generally accepted accounting principles, and reconciliations of such measures to net income and diluted earnings per share, see “Non-GAAP Financial Measures.”

Financial Information Presentation

Fiscal year. We use a 52- or 53-week fiscal year, with each fiscal year ending on the Sunday that is closest to November 30 of that year. Certain of our foreign subsidiaries have fiscal years ending November 30. Each fiscal year generally consists of four 13-week quarters, with each quarter ending on the Sunday that is closest to the last day of the last month of that quarter. Fiscal year 2024 was a 53-week year, ending on December 1, 2024, and 2023 was a 52-week year ending November 26, 2023. Each quarter of fiscal years 2024 and 2023 consisted of 13 weeks with the exception of the fourth quarter of 2024 which consisted of 14 weeks.

Segments. Our Levi's Brands business, which includes Levi's®, Levi Strauss Signature™ and Denizen® brands, is defined by geographical regions into three segments: Americas, Europe and Asia. Our Dockers® and Beyond Yoga® businesses are managed separately and do not meet the quantitative thresholds of a reportable operating segment and are reported in our financial statements under the caption of “Other Brands”. Effective in the second quarter of 2024, Dockers® and Beyond Yoga® businesses are disclosed as separate lines under the caption “Other Brands” to increase transparency of performance. Prior periods were adjusted to reflect the change.

Classification. Our classification of certain significant revenues and expenses reflects the following:

- Net revenues comprise net sales and licensing revenues. Net sales include sales of products to wholesale customers, including franchised stores, and direct sales to consumers at our company-operated stores and shop-in-shops located within department stores and other third-party locations, as well as company-operated e-commerce sites. Net revenues are recorded net of discounts, allowances for estimated returns and retailer promotions and other incentives. Licensing revenues, which include revenues from the use of our trademarks in connection with the manufacturing, advertising and distribution of trademarked products by third-party licensees, are earned and recognized as products are sold by licensees based on royalty rates as set forth in the applicable licensing agreements.
- Cost of goods sold primarily comprises product costs, labor and related overhead, sourcing costs, inbound freight, internal transfers and the cost of operating our manufacturing facilities, including the related depreciation expense. On both a reported and constant-currency basis, cost of goods sold reflects the transactional currency impact resulting from the purchase of products in a currency other than the functional currency.
- Selling expenses reflected in SG&A expenses include, among other things, all occupancy costs and depreciation associated with our company-operated stores and commissions associated with our company-operated shop-in-shops, as well as costs associated with our e-commerce operations.
- We reflect substantially all distribution costs in SG&A expenses, for both our DTC and wholesale channels, including costs related to receiving and inspection at distribution centers, warehousing, shipping to our customers, handling, and certain other activities associated with our distribution network.

Results of Operations

A discussion regarding our results of operations for fiscal year 2024 compared to fiscal year 2023 is presented below. A discussion regarding our results of operations for fiscal year 2023 compared to fiscal year 2022 can be found under Item 7 – Management's Discussion and Analysis in our Annual Report on Form 10-K for the year ended November 26, 2023, filed with the SEC on January 25, 2024.

The following table summarizes, for the periods indicated, our consolidated statements of income, the changes in these items from period to period and these items expressed as a percentage of net revenues:

	Year Ended				
	December 1, 2024	November 26, 2023	% Increase (Decrease)	December 1, 2024 % of Net Revenues	November 26, 2023 % of Net Revenues
	(Dollars in millions, except per share amounts)				
Net revenues	$ 6,355.3	$ 6,179.0	2.9 %	100.0 %	100.0 %
Cost of goods sold	2,539.4	2,663.3	(4.7)%	40.0 %	43.1 %
Gross profit	3,815.9	3,515.7	8.5 %	60.0 %	56.9 %
Selling, general and administrative expenses	3,246.2	3,051.9	6.4 %	51.1 %	49.4 %
Restructuring charges, net	188.7	20.3	*	3.0 %	0.3 %
Goodwill and other intangible asset impairment charges	116.9	90.2	29.6 %	1.8 %	1.5 %
Operating income	264.1	353.3	(25.2)%	4.2 %	5.7 %
Interest expense	(41.8)	(45.9)	8.9 %	(0.7)%	(0.7)%
Other expense, net	(3.3)	(42.2)	92.2 %	(0.1)%	(0.7)%
Income before income taxes	219.0	265.2	(17.4)%	3.4 %	4.3 %
Income tax expense	8.4	15.6	(46.2)%	0.1 %	0.3 %
Net income	$ 210.6	$ 249.6	(15.6)%	3.3 %	4.0 %
Earnings per common share:					
Basic	$ 0.53	$ 0.63	(15.9)%	*	*
Diluted	$ 0.52	$ 0.62	(16.1)%	*	*
Weighted-average common shares outstanding (in millions):					
Basic	398.2	397.2	0.3 %	*	*
Diluted	402.4	401.7	0.2 %	*	*

* Not meaningful

Net revenues

The following table presents net revenues for the periods indicated, and the changes in net revenues on both reported and organic net revenues basis from period to period:

	Year Ended			
			% Increase (Decrease)	
	December 1, 2024	November 26, 2023	As Reported	Organic Net Revenues
	(Dollars in millions)			
Net revenues:				
Levi's Brands:				
Americas	$ 3,200.6	$ 3,086.9	3.7 %	4.2 %
Europe	1,617.9	1,579.5	2.4 %	0.5 %
Asia	1,082.4	1,059.7	2.1 %	5.8 %
Total Levi's Brands net revenues	5,900.9	5,726.1	3.1 %	3.5 %
Other Brands:				
Dockers®	323.3	336.9	(4.0)%	(4.6)%
Beyond Yoga®	131.1	116.0	13.0 %	11.4 %
Total Other Brands	454.4	452.9	0.3 %	(0.5)%
Total net revenues	$ 6,355.3	$ 6,179.0	2.9 %	3.2 %
Net revenues by channel:				
Wholesale	$ 3,431.5	$ 3,550.9	(3.4)%	(2.8)%
DTC	2,923.8	2,628.1	11.3 %	11.0 %
Total net revenues	$ 6,355.3	$ 6,179.0	2.9 %	3.2 %
Levi's Brands net revenues:				
Levi's®	$ 5,641.8	$ 5,403.4	4.4 %	3.8 %
Levi Strauss Signature™	225.9	236.5	(4.5)%	(4.5)%
Denizen®	33.2	86.2	(61.5)%	*
Total Levi's Brands net revenues	$ 5,900.9	$ 5,726.1	3.1 %	3.5 %

* Not meaningful

As compared to the same period in the prior fiscal year, total net revenues were affected unfavorably by approximately $47 million in foreign currency exchange rates. Fiscal year 2024 benefited from a 53rd week, impacting net revenues by approximately $85 million, or 1.3%.

Americas. Net revenues in our Americas segment increased on both reported and organic net revenues basis, with currency affecting net revenues unfavorably by approximately $14 million. Organic net revenues increased as a result of higher revenue in our DTC channel, partially offset by lower revenue in our wholesale channel.

The increase in DTC channel revenues was driven by both strong performance and store expansion in our company-operated stores, due to higher traffic, an increase in units sold, and sales from an additional week in fiscal year 2024. There were 46 more stores in operation as of December 1, 2024, as compared to November 26, 2023. E-commerce revenue increased primarily from higher traffic and conversion. The decrease in wholesale channel revenue was driven by lower units sold and the exit of our Denizen business of $53 million.

Europe. Net revenues in Europe increased on both a reported and organic net revenues basis, with currency translation affecting net revenues favorably by approximately $8 million. Excluding the effects of currency, net revenues increased due to growth in our DTC channel due to expansion in our company-operated stores and higher sales from an additional week in fiscal year 2024. There were 8 more stores in operation as of December 1, 2024, as compared to November 26, 2023. E-commerce revenues increased due to higher online traffic. The increase in DTC channel revenues was partially offset by a decrease in wholesale channel revenues due to lower volumes, as well as the exit from Russia, which included wholesale revenues of approximately $8 million in the prior fiscal year.

Asia. Net revenues in Asia increased on both reported and organic net revenues basis, with currency translation affecting net revenues unfavorably by approximately $37 million. Excluding the effects of currency, net revenues increased in 2024 in both our DTC and wholesale channels.

In our DTC channel, revenues increased due to strong performance in our company-operated stores as a result of higher selling prices, and strong performance in our e-commerce as a result of higher online traffic. Additionally, store expansion attributed to revenue growth, as there were 40 more stores in operation as of December 1, 2024, as compared to November 26, 2023. Weak store performance in China resulting from lower traffic and lower units sold partially offset these increases. Wholesale channel revenues increased due to higher volume and higher average selling prices, particularly in India and Turkey, partially offset by lower units sold in China.

Other Brands.

- *Dockers®*. Net revenues in Dockers decreased on a reported and organic net revenues basis, with currency affecting net revenues unfavorably by approximately $4 million. Excluding the effects of currency, net revenues decreased in 2024 primarily due to lower volume in the U.S. wholesale channel, partially offset by expansion in our DTC channel.

- *Beyond Yoga®*. Net revenues in Beyond Yoga® increased on a reported and organic net revenues basis. Net revenues increased in 2024 primarily due to growth in e-commerce and store expansion. Wholesale channel growth was primarily due to higher volume.

Net revenues by channel

Wholesale. On both a reported and organic net revenues basis, net revenues in our wholesale channel decreased, with currency translation affecting net revenues unfavorably by approximately $19 million. The decrease was primarily driven by the exit of the Denizen® brand, which contributed approximately $53 million to the decline, and lower volumes, primarily in the U.S. and Europe. Additionally, the impact of the exit of the Russia business contributed $8 million to the decline.

DTC (Direct to Consumer). Net revenues in our DTC channel increased on both a reported and organic net revenues basis, with currency translation affecting net revenues unfavorably by approximately $28 million. The increase was driven by strong performance and expansion in our company-operated stores, as well as e-commerce, and included more sales at full price without discounts or promotions. Additionally, fiscal year 2024 included a 53rd week which resulted in higher sales compared to 2023. Our U.S. DTC business grew 13%. As a percentage of net revenues, DTC comprised 46% of total net revenues.

Levi's Brands net revenues

Levi's®. Net revenues for the Levi's® brand increased on both a reported and organic net revenues basis, with currency translation affecting net revenues unfavorably by approximately $43 million. The increase was a result of higher revenue in our DTC channel, due to improved store performance and store expansion, and higher e-commerce traffic, partially offset by a decrease in wholesale revenues, primarily in Europe, due to lower volume.

Levi Strauss Signature™. Net revenues for the Levi Strauss Signature™ brand decreased on a reported basis. Currency translation did not have a significant impact on net revenues. The decrease is due to lower units sold.

Denizen®. Net revenues decreased on a reported basis due to the exit of the brand. Currency translation did not have a significant impact on net revenues.

Gross profit

The following table shows consolidated gross profit and gross margin for the periods indicated and the changes in these items from period to period:

	Year Ended		
	December 1, 2024	November 26, 2023	% Increase (Decrease)
	(Dollars in millions)		
Net revenues	$ 6,355.3	$ 6,179.0	2.9 %
Cost of goods sold	2,539.4	2,663.3	(4.7)%
Gross profit	$ 3,815.9	$ 3,515.7	8.5 %
Gross margin	60.0 %	56.9 %	

As compared to the same period in the prior year, currency translation unfavorably impacted gross profit by approximately $27 million. The increase in gross margin was primarily due to lower product costs and favorable channel and brand mix. Additionally currency, including both transaction and translation impacts, unfavorably impacted gross margin by approximately 50 basis points.

Selling, general and administrative expenses

The following table shows SG&A expenses for the periods indicated, the changes in these items from period to period and these items expressed as a percentage of net revenues. Effective in the fourth quarter of 2024, distribution related expenses are included as a separate line item called “Distribution” and administrative expenses are included in “Other”. Prior periods were adjusted to reflect the change:

	Year Ended				
	December 1, 2024	November 26, 2023	% Increase (Decrease)	December 1, 2024 % of Net Revenues	November 26, 2023 % of Net Revenues
			(Dollars in millions)		
Selling	$ 1,411.4	$ 1,370.4	3.0 %	22.2 %	22.2 %
Advertising and promotion	453.4	432.9	4.7 %	7.1 %	7.0 %
Distribution	400.2	330.9	20.9 %	6.3 %	5.4 %
Other	981.2	917.7	6.9 %	15.4 %	14.9 %
Total SG&A expenses	$ 3,246.2	$ 3,051.9	6.4 %	51.1 %	49.4 %

Currency translation affected SG&A expenses favorably by approximately $15 million as compared to the prior fiscal year offset by the impact of additional expenses associated with the 53rd week.

Selling. Currency translation impacted selling expenses favorably by approximately $10 million for the year ended December 1, 2024. The increase in selling expenses was primarily due to DTC business expansion in the current fiscal year as compared to the prior fiscal year.

Advertising and promotion. Currency translation impacted advertising and promotion expense favorably by approximately $2 million for the year ended December 1, 2024. The increase in advertising and promotion expenses was due to increased media spending in 2024, including the REIIMAGINE and Live in Levi’s campaigns, partially offset by expenses associated with the 150th anniversary of the 501® jean campaign in 2023.

Distribution. Currency translation did not have a significant impact on distribution expenses. The increase in distribution expenses was primarily due to higher spend in support of both our DTC and wholesale businesses, including costs to convert and transition the distribution centers in Dorsten, Germany and Canton, Mississippi to third-party logistics providers’ operations.

Other. Other expenses include functional administrative and organization costs, information resources, and marketing organization costs. Currency translation impacted administration expenses favorably by approximately $2 million for the year ended December 1, 2024. The increase in other costs was primarily due to restructuring related charges and additional funding

of employee incentive compensation as compared to the prior fiscal year, partially offset by lower impairment charges. During the year ended December 1, 2024 we recognized $54.3 million of restructuring related charges, primarily consisting of consulting fees, in connection with Project Fuel. Incentive compensation increased $12.9 million during the year ended December 1, 2024 compared to the prior fiscal year. We also recognized $11.1 million of impairments related to discontinued technology projects during the year ended December 1, 2024 compared with $49.3 million in charges related to the impairment of capitalized internal-use software during the year ended November 26, 2023, net of a $3.9 million gain on the early termination of store leases related to the Russia-Ukraine war.

Restructuring charges, net

During the year ended December 1, 2024, we recognized restructuring charges of $188.7 million related to Project Fuel consisting primarily of severance, post-employment benefits, contract termination charges and asset impairments.

During the years ended November 26, 2023 we recognized restructuring charges of $20.3 million consisting primarily of severance and post-employment benefits related to a restructuring initiative that commenced in 2022.

Goodwill and other intangible asset impairment charges

During the year ended December 1, 2024, we recognized impairment charges of $116.9 million. The impairment charge is composed of $111.4 million related to the Beyond Yoga® acquisition composed of a $36.3 million impairment in goodwill, a $66.0 million impairment in the trademark intangible asset and a $9.1 million impairment in the customer relationship intangible assets. During 2024, the Company appointed new Beyond Yoga® executive management and implemented a new strategic plan for growth and expansion. Additionally, we recognized $5.5 million in goodwill impairment charges related to our footwear business as a result of the decision to discontinue the category.

During the year ended November 26, 2023, we recognized impairment charges of $90.2 million related to the Beyond Yoga® acquisition. The impairment charge is composed of a $75.4 million impairment of goodwill and a $14.8 million impairment of the trademark intangible asset. The impairment is due to incremental investments in the brand and team, and disciplined expansion in response to the current macroeconomic conditions as well as an increase in discount rates.

Operating income

The following table shows operating income and corporate expenses for the periods indicated, the changes in these items from period to period and these items expressed as a percentage of corresponding segment net revenues or consolidated net revenues:

	Year Ended				
	December 1, 2024	November 26, 2023	% Increase (Decrease)	December 1, 2024 % of Net Revenues	November 26, 2023 % of Net Revenues
			(Dollars in millions)		
Operating income:					
Levi's Brands:					
Americas	$ 697.0	$ 535.3	30.2 %	21.8 %	17.3 %
Europe	319.6	305.0	4.8 %	19.8 %	19.3 %
Asia	134.9	147.2	(8.4)%	12.5 %	13.9 %
Total Levi's Brands operating income	1,151.5	987.5	16.6 %	19.5 %	17.2 %
Other Brands:					
Dockers® operating income (loss)	1.4	(1.1)	*	0.4 %	(0.3)%
Beyond Yoga® operating (loss) income	(20.0)	1.0	*	(15.3)%	0.9 %
Total Other Brands operating income (loss)	(18.6)	(0.1)	*	(4.1)%	— %
Restructuring charges, net	(188.7)	(20.3)	*	(3.0)% ❖	(0.3)% ❖
Goodwill and other intangible asset impairment charges	(116.9)	(90.2)	(29.6)%	(1.8)% ❖	(1.5)%
Corporate expenses	(563.2)	(523.6)	(7.6)%	(8.9)% ❖	(8.5)% ❖
Total operating income	$ 264.1	$ 353.3	(25.2)%	4.2 % ❖	5.7 % ❖
Operating margin	4.2 %	5.7 %			

❖ Percentage of consolidated net revenues

* Not meaningful

Currency translation affected total operating income in fiscal year 2024 unfavorably by approximately $12 million as compared to the prior fiscal year.

Levi's Brands operating income.

- *Americas.* Currency translation unfavorably affected operating income in the segment by approximately $3 million as compared to the prior fiscal year. The increase in operating income was primarily due to higher gross margin and revenues, as compared to the prior fiscal year, partially offset by higher SG&A expenses.
- *Europe.* Currency translation unfavorably affected operating income in the segment by approximately $2 million as compared to the prior fiscal year. Excluding the effects of currency, the increase in operating income was primarily due to an increase in gross margin and revenues, partially offset by higher SG&A expenses as a percent of revenue as compared to the prior fiscal year.
- *Asia.* Currency translation unfavorably affected operating income in the segment by approximately $8 million as compared to the prior fiscal year. Excluding the effects of currency, the decrease in operating income was primarily due to higher SG&A expenses, which more than offset higher net revenues and gross margin in the current year as compared to the prior fiscal year.

Other Brands.

- *Dockers®.* Currency translation did not have a significant impact for fiscal year 2024. Operating income increased slightly due to higher gross margins, partially offset by lower revenues.

- Beyond Yoga®. Currency translation did not have a significant impact for fiscal year 2024. The decrease in operating income was primarily due to continued investment in the brand as well as inventory clearing activities which negatively impacted operating income by approximately $9 million.

Restructuring charges, net. Currency translation did not have a significant impact for fiscal year 2024. During the year ended December 1, 2024, we recognized restructuring charges of $188.7 million related to Project Fuel consisting primarily of severance, post-employment benefit charges, contract terminations and asset impairments.

During the years ended November 26, 2023 we recognized restructuring charges of $20.3 million consisting primarily of severance and post-employment benefits related to a restructuring initiative that commenced in 2022.

Goodwill and other intangible asset impairment charges. Currency translation did not have a significant impact for fiscal year 2024. During the year ended December 1, 2024, we recognized impairment charges of $116.9 million. The impairment charges primarily consist of $111.4 million related to the Beyond Yoga® acquisition composed of a $36.3 million impairment in goodwill, a $66.0 million impairment in the trademark intangible asset and a $9.1 million impairment in the customer relationship intangible assets. During 2024, the Company appointed new Beyond Yoga® executive management and implemented a new strategic plan for growth and expansion. Additionally, we recognized $5.5 million in goodwill impairment charges related to our footwear business as a result of the decision to discontinue the category.

During the year ended November 26, 2023, we recognized impairment charges of $90.2 million related to the Beyond Yoga® acquisition. The impairment charge is composed of a $75.4 million impairment of goodwill and a $14.8 million impairment of the trademark intangible asset. The impairment is due to incremental investments in the brand and team, and disciplined expansion in response to the current macroeconomic conditions as well as an increase in discount rates.

Corporate expenses. Currency translation did not have a significant impact for fiscal year 2024. Corporate expenses represent costs that management does not attribute to any of our operating segments. Included in corporate expenses are certain impairment charges, acquisition related charges and other corporate staff costs. Corporate expenses also include costs associated with our global inventory sourcing organization which are reported as a component of consolidated gross margin.

The increase in corporate expenses for the year ended December 1, 2024 is primarily due to restructuring related expenses, mostly consulting fees, of $54.3 million, in connection with Project Fuel and additional funding of employee incentive compensation, which increased $12.9 million as compared to the prior fiscal year. We also recognized $11.1 million of impairments related to discontinued technology projects during the year ended December 1, 2024 compared with $49.3 million in charges related to the impairment of capitalized internal-use software, net of a $3.9 million gain on the early termination of store leases related to the Russia-Ukraine war during the year ended November 26, 2023.

Operating margin. Currency translation unfavorably affected total operating margin by approximately 10 basis points as compared to the prior year. Compared to fiscal year 2023, consolidated operating income decreased 25.2% to $264.1 million from $353.3 million due to higher gross margin being more than offset by SG&A expenses in the current fiscal year.

Interest expense

Interest expense was $41.8 million for the year ended December 1, 2024, as compared to $45.9 million in the prior fiscal year. The decrease is primarily due to the $200.0 million revolving credit facility paid off in 2023.

Our weighted-average interest rate on average borrowings outstanding for fiscal year 2024 was 4.01%, as compared to 4.20% for fiscal year 2023.

Other (expense) income, net

Other (expense) income, net, primarily consists of foreign exchange management activities and transactions. For the years ended December 1, 2024 and November 26, 2023, we recorded net other expenses of $3.3 million and $42.2 million, respectively. The net expense recognized in fiscal year 2024 was primarily due to $21.9 million of losses on forward foreign exchange contracts, partially offset by $11.8 million of marketable securities gains and $8.2 million of foreign currency transaction gains. The prior fiscal year included $47.8 million of foreign currency transaction losses and the recognition of a pension settlement loss of $19.0 million, partially offset by $24.7 million of gains on forward foreign exchange contracts.

Income tax expense

Income tax expense was $8.4 million for the year ended December 1, 2024, compared to $15.6 million for the prior fiscal year. Our effective income tax rate was 3.8% for the year ended December 1, 2024, compared to 5.9% for the prior fiscal year. The decrease in the effective tax rate in fiscal year 2024 as compared to fiscal year 2023 was primarily driven by an international intellectual property transaction which benefited fiscal year 2024, partially offset by the reduced FDII benefit in the current year. During 2024, the Company completed an intercompany sale of intellectual property between entities based in different tax jurisdictions resulting in net tax benefits of $46.4 million.

Liquidity and Capital Resources

Liquidity outlook

We believe we will have adequate liquidity over the next 12 months and in the longer term to operate our business and to meet our cash requirements. Over the long term, we plan to deploy capital across all four of our capital allocation priorities: (1) to reinvest 3.5-4% of our revenue in capital, including high growth investment opportunities and initiatives, to grow our business organically, (2) to return capital to our stockholders in the form of cash dividends, with a dividend payout ratio target of 25-35% of net income; (3) to pursue high return on investment acquisitions, both organic and inorganic, that support our current strategies; and (4) to repurchase shares with the goal of offsetting dilution or opportunistic buybacks or both, while maintaining an adequate public float of our shares. Our aim is to return 55-65% of our Adjusted free cash flow to stockholders in the form of dividends and share repurchases. We continue to concentrate our capital investments in new stores, distribution capacity and technology to accelerate the profitable growth of our business. For more information on our calculation of Adjusted free cash flow, a non-GAAP financial measure, see “Non-GAAP Financial Measures.”

Future determinations regarding the declaration and payment of dividends, if any, will be at the discretion of our board of directors and will depend on then-existing conditions, including our results of operations, payout ratio, capital requirements, financial condition, prospects, contractual arrangements, any limitations on payment of dividends present in our current and future debt agreements and other factors that our board of directors may deem relevant.

Cash sources

We have historically relied primarily on cash flows from operations, borrowings under credit facilities, issuances of notes and other forms of debt financing. We regularly explore financing and debt reduction alternatives, including new credit agreements, unsecured and secured note issuances, equity financing, equipment and real estate financing, securitizations and asset sales.

Our Credit Agreement provides for an asset-based, senior secured revolving credit facility (“Credit Facility”), in which the borrowing availability is primarily based on the value of our U.S. Levi’s® trademarks and the levels of accounts receivable and inventory in the United States and Canada. The maximum availability under the facility is $1.0 billion, of which $950.0 million is available to us for revolving loans in U.S. Dollars and $50.0 million is available to us for revolving loans either in U.S. Dollars or Canadian Dollars. The facility has an accordion feature which, if exercised, can expand the maximum availability to $1.15 billion.

As of December 1, 2024, we did not have any borrowings under the Credit Facility. Unused availability under the facility was $803.0 million, and our total availability of $823.8 million (based on collateral levels as defined by the agreement less outstanding borrowings under the Credit Facility) was reduced by $20.8 million from other credit-related instruments. We also had cash and cash equivalents totaling approximately $690.0 million resulting in a total liquidity position (unused availability and cash and cash equivalents) of approximately $1.5 billion. Of our $690.0 million in cash and cash equivalents, approximately $363.8 million was held by foreign subsidiaries.

Cash uses

Our principal cash requirements include working capital, capital expenditures, payments of principal and interest on our debt, payments of taxes, contributions to our pension plans and payments for postretirement health benefit plans, payment of taxes resulting from net settlement of shares issued under our 2016 Equity Incentive Plan, as amended to date ("2016 Plan"), and our 2019 Equity Incentive Plan as amended to date (“2019 Plan”), and, if market conditions warrant, occasional investments in, or acquisitions of, business ventures. In addition, we regularly evaluate our ability to pay dividends or repurchase stock, all consistent with the terms of our debt agreements.

On May 31, 2022, our board of directors approved a share repurchase program that authorizes the repurchase of up to $750 million of our Class A common stock. The previously approved $200 million share repurchase program was completed as of the end of the second quarter of 2022. During fiscal 2024, 4.8 million shares were repurchased for $90.0 million, plus broker's commissions, in the open market. During fiscal 2023, 0.5 million shares were repurchased for $8.1 million, plus broker's commissions, in the open market.

In January 2025, our board of directors declared a cash dividend of $0.13 per share to holders of record of its Class A and Class B common stock at the close of business on February 12, 2025, for a total quarterly dividend of approximately $51 million. In the absence of a dividend policy, we will continue to evaluate and consider declaration of dividends on a quarterly basis and the expectation is that they will grow in line with net income.

Cash requirements for fiscal 2025 are expected to consist primarily of capital expenditures for investments in new stores, distribution capacity and technology. Total capital expenditures for fiscal 2025 are expected to be approximately $260 million. Additionally, we have commitments of approximately $290 million for sponsorship, naming rights and related benefits with respect to the Levi's® Stadium through 2043.

Based on the fair value of our capital stock and the number of shares outstanding as of December 1, 2024, future payments related to shares surrendered for employee tax withholding on the exercise or vesting of outstanding equity awards could range up to approximately $30 million, which could become payable in 2025.

These estimates and projections are based upon assumptions that are inherently subject to significant economic, competitive, legislative and other uncertainties and contingencies, many of which are beyond our control. Accordingly, our actual expenditures and liabilities may be materially higher or lower than the estimates and projections reflected. The inclusion of these projections and estimates should not be regarded as a representation by us that the estimates will prove to be correct.

Cash flows

The following table summarizes, for the periods indicated, selected items in our consolidated statements of cash flows:

	Year Ended	
	December 1, 2024	November 26, 2023
	(Dollars in millions)	
Cash provided by operating activities	$ 898.4	$ 435.5
Cash used for investing activities	(281.1)	(240.7)
Cash used for financing activities	(319.3)	(214.1)
Cash and cash equivalents as of fiscal year end	690.0	398.8

Cash flows from operating activities

Cash provided by operating activities was $898.4 million for fiscal year 2024, as compared to $435.5 million for fiscal year 2023. The increase in cash provided by operating activities in fiscal year 2024 is primarily driven by higher collections on trade receivables, lower spending on inventory and employee incentives, partially offset by higher spending on SG&A expenses. In addition, the Company has received payments of approximately $87.1 million associated with the transition of our distribution center to a third-party logistics provider during fiscal year 2024.

Cash flows from investing activities

Cash used for investing activities was $281.1 million for fiscal year 2024, as compared to $240.7 million for fiscal year 2023. The increase in cash used for investing activities is due to lower proceeds from short-term investments, higher payments on settlement of forward foreign exchange contracts, and higher payments incurred for business acquisitions during fiscal year 2024, partially offset by lower payments for capital expenditures. See Note 1 to our audited consolidated financial statements included in this report regarding our acquisition of Expofaro S.A.S.

Cash flows from financing activities

Cash used for financing activities was $319.3 million for fiscal year 2024, as compared to $214.1 million for fiscal year 2023. Cash used in 2024 primarily reflects dividend payments of $198.5 million and repurchase of common stock of $90.1 million. Cash used in fiscal year 2023 primarily reflects dividend payments of $190.5 million.

Indebtedness

The borrower of substantially all of our debt is Levi Strauss & Co., the parent and U.S. operating company. Of our total debt of $1.0 billion as of December 1, 2024, 100% was fixed-rate debt, net of capitalized debt issuance costs. As of December 1, 2024, our required aggregate debt principal payments of $1.0 billion begin in 2027. Short-term borrowings of $5.5 million at various foreign subsidiaries were expected to be either paid over the next 12 months or refinanced at the end of their applicable terms.

Our long-term debt agreements contain customary covenants restricting our activities as well as those of our subsidiaries. We were in compliance with all of these covenants as of December 1, 2024.

Non-GAAP Financial Measures

Adjusted SG&A, Adjusted SG&A Margin, Adjusted EBIT, Adjusted EBIT Margin, Adjusted EBITDA, Adjusted Net Income, Adjusted Net Income Margin, and Adjusted Diluted Earnings per Share

We define the following non-GAAP measures as follows:

Most comparable GAAP measure	Non-GAAP measure	Non-GAAP measure definition
Selling, general and administration ("SG&A") expenses	Adjusted SG&A	SG&A expenses excluding acquisition and integration related charges, property, plant, and equipment, right-of-use asset impairment, and early lease terminations, net and restructuring related charges, severance and other, net.
SG&A margin	Adjusted SG&A margin	Adjusted SG&A as a percentage of net revenues
Net income	Adjusted EBIT	Net income excluding income tax expense, interest expense, other expense, net, acquisition and integration related charges, property, plant, equipment, right-of-use asset impairment, and early lease terminations, net, goodwill and other intangible asset impairment charges, restructuring charges, net and restructuring related charges, severance and other, net.
Net income margin	Adjusted EBIT margin	Adjusted EBIT as a percentage of net revenues.
Net income	Adjusted net income	Net income excluding acquisition and integration related charges, property, plant, equipment, right-of-use asset impairment, and early lease terminations, net, goodwill and other intangible asset impairment charges, restructuring charges, net, restructuring related charges, severance and other, net, and pension settlement loss, adjusted to give effect to the income tax impact of such adjustments.
Net income	Adjusted EBITDA	Adjusted EBIT excluding depreciation and amortization expense
Net income margin	Adjusted net income margin	Adjusted net income as a percentage of net revenues
Diluted earnings per share	Adjusted diluted earnings per share	Adjusted net income per weighted-average number of diluted common shares outstanding

We believe Adjusted SG&A, Adjusted SG&A margin, Adjusted EBIT, Adjusted EBIT margin, Adjusted EBITDA, Adjusted net income, Adjusted net income margin and Adjusted diluted earnings per share are useful to investors because they help identify underlying trends in our business that could otherwise be masked by certain expenses that we include in calculating net income but that can vary from company to company depending on its financing, capital structure and the method by which its assets were acquired, and can also vary significantly from period to period. Our management also uses Adjusted EBIT in conjunction with other GAAP financial measures for planning purposes, including as a measure of our core operating results and the effectiveness of our business strategy, and in evaluating our financial performance.

Adjusted SG&A, Adjusted SG&A margin, Adjusted EBIT, Adjusted EBIT margin, Adjusted EBITDA, Adjusted net income, Adjusted net income margin and Adjusted diluted earnings per share have limitations as analytical tools and should not be considered in isolation or as a substitute for an analysis of our results prepared and presented in accordance with GAAP. Some of these limitations include:

- Adjusted EBIT, Adjusted EBIT margin and Adjusted EBITDA do not reflect income tax payments that reduce cash available to us;
- Adjusted EBIT, Adjusted EBIT margin and Adjusted EBITDA do not reflect interest expense, or the cash requirements necessary to service interest or principal payments on our indebtedness, which reduces cash available to us;
- Adjusted EBIT, Adjusted EBIT margin and Adjusted EBITDA exclude other expense, net, which includes realized and unrealized gains and losses on our forward foreign exchange contracts and transaction gains and losses on our foreign exchange balances, although these items affect the amount and timing of cash available to us when these gains and losses are realized;

- all of these non-GAAP financial measures exclude acquisition and integration charges, impairment charges and early terminations and restructuring charges, net and restructuring related charges, severance and other, net which can affect our current and future cash requirements;
- all of these non-GAAP financial measures exclude certain other SG&A expense items, which include severance, transaction and deal related costs, including acquisition and integration costs which can affect our current and future cash requirements;
- all of these non-GAAP financial measures exclude certain other SG&A expense items, which include non-cash property and equipment and right-of-use asset impairment charges. The store-related assets being impaired may still be in use, resulting in lower recurring expenses of depreciation of property and equipment and right-of-use asset amortization. Although property and equipment impairment charges are non-cash expenses, the assets being impaired may need to be replaced in the future which can affect our current and future cash requirements;
- the expenses and other items that we exclude in our calculations of all of these non-GAAP financial measures may differ from the expenses and other items, if any, that other companies may exclude from all of these non-GAAP financial measures or similarly titled measures;
- Adjusted EBITDA excludes the recurring, non-cash expenses of depreciation of property and equipment and, although these are non-cash expenses, the assets being depreciated may need to be replaced in the future; and
- Adjusted net income, Adjusted net income margin and Adjusted diluted earnings per share do not include all of the effects of income taxes and changes in income taxes reflected in net income.

Because of these limitations, all of these non-GAAP financial measures should be considered along with net income and other operating and financial performance measures prepared and presented in accordance with GAAP.

Adjusted SG&A:

The following table presents a reconciliation of SG&A, the most directly comparable financial measure calculated in accordance with GAAP, to Adjusted SG&A for each of the periods presented.

	Year Ended	
	December 1, 2024	November 26, 2023
	(Dollars in millions)	
Most comparable GAAP measure:		
Selling, general and administrative expenses	$ 3,246.2	$ 3,051.9
Non-GAAP measure:		
Selling, general and administrative expenses	3,246.2	3,051.9
Acquisition and integration related charges[(1)]	(4.0)	(5.0)
Property, plant, equipment, right-of-use asset impairment, and early lease terminations, net[(2)]	(11.1)	(63.4)
Restructuring related charges, severance and other, net[(3)]	(65.1)	(22.6)
Adjusted SG&A	$ 3,166.0	$ 2,960.9
SG&A margin	51.1 %	49.4 %
Adjusted SG&A margin	49.8 %	47.9 %

(1) Acquisition and integration related charges includes acquisition-related compensation subject to the continued employment of certain Beyond Yoga® employees. In the first quarter of 2024, their employment ceased, resulting in the acceleration of the remaining compensation.

(2) For the year ended December 1, 2024, property, plant, equipment, right-of-use asset impairment, and early lease terminations, net primarily includes $11.1 million of impairments related to technology projects discontinued as a result of Project Fuel. For the year ended November 26, 2023, property, plant, equipment, right-of-use asset impairment, and early lease terminations, net primarily includes charges of $49.3 million related to the impairment of capitalized internal-use software as a result of the decision to discontinue certain technology projects, $14.3 million of impairment related to certain store assets, primarily in the U.S. and as the result of poor store performance, a $3.9 million gain on the early termination of store leases in Russia, and $3.7 million of impairment related to other discontinued projects.

(3) For the year ended December 1, 2024, restructuring related charges, severance, and other, net primarily relates to consulting fees associated with our restructuring initiative of $54.3 million, legal settlements of $8.4 million, certain executive separation charges of $2.7 million, and transaction and deal related costs of $3.3 million, offset by a favorable sales-tax related settlement of $4.4 million. For the year ended November 26, 2023, restructuring related charges, severance and other, net primarily relates to certain executive severance and separation charges of $9.5 million, consulting costs associated with our restructuring initiative of $5.0 million, costs associated with the wind-down of the Russia business, including severance of $3.8 million.

Adjusted EBIT and Adjusted EBITDA:

The following table presents a reconciliation of net income, the most directly comparable financial measure calculated in accordance with GAAP, to Adjusted EBIT and Adjusted EBITDA for each of the periods presented.

	Year Ended	
	December 1, 2024	November 26, 2023
	(Dollars in millions)	
Most comparable GAAP measure:		
Net income	$ 210.6	$ 249.6
Non-GAAP measure:		
Net income	210.6	249.6
Income tax expense	8.4	15.6
Interest expense	41.8	45.9
Other expense, net	3.3	42.2
Acquisition and integration related charges[1]	4.0	5.0
Property, plant, equipment, right-of-use asset impairment, and early lease terminations, net[2]	11.1	63.4
Goodwill and other intangible asset impairment charges[3]	116.9	90.2
Restructuring charges, net[4]	188.7	20.3
Restructuring related charges, severance and other, net[5]	65.1	22.6
Adjusted EBIT	$ 649.9	$ 554.8
Depreciation and amortization[6]	192.9	160.8
Adjusted EBITDA	$ 842.8	$ 715.6
Net income margin	3.3 %	4.0 %
Adjusted EBIT margin	10.2 %	9.0 %

(1) Acquisition and integration related charges includes acquisition-related compensation subject to the continued employment of certain Beyond Yoga® employees. In the first quarter of 2024, their employment ceased, resulting in the acceleration of the remaining compensation.

(2) For the year ended December 1, 2024, property, plant, equipment, right-of-use asset impairment, and early lease terminations, net primarily includes $11.1 million of impairments related to technology projects discontinued as a result of Project Fuel. For the year ended November 26, 2023, property, plant, equipment, right-of-use asset impairment, and early lease terminations, net primarily includes charges of $49.3 million related to the impairment of capitalized internal-use software as a result of the decision to discontinue certain technology projects, $14.3 million of impairment related to certain store assets, primarily in the U.S. and as the result of poor store performance, a $3.9 million gain on the early termination of store leases in Russia, and $3.7 million of impairment related to other discontinued projects.

(3) For the year ended December 1, 2024, goodwill and other intangible asset impairment charges includes impairment charges of $36.3 million related to Beyond Yoga® reporting unit goodwill, $66.0 million related to the Beyond Yoga® trademark, $9.1 million related to the Beyond Yoga® customer relationship intangible assets and a $5.5 million goodwill impairment charge related to our footwear business. For the year ended November 26, 2023, goodwill and other intangible asset impairment charges includes impairment charges of $75.4 million related to Beyond Yoga® reporting unit goodwill and $14.8 million related to the Beyond Yoga® trademark.

(4) For the year ended December 1, 2024, restructuring charges, net includes $188.7 million related to Project Fuel consisting primarily of severance and other post-employment benefit charges, contract terminations and asset impairments. For the year ended November 26, 2023, restructuring charges, net includes $20.3 million consisting primarily of severance and post-employment benefits related to a restructuring initiative that commenced in 2022.

(5) For the year ended December 1, 2024, restructuring related charges, severance, and other, net primarily relates to consulting fees associated with our restructuring initiative of $54.3 million, legal settlements of $8.4 million, certain executive separation charges of $2.7 million, and transaction and deal related costs of $3.3 million, offset by a favorable sales-tax related settlement of $4.4 million. For the year ended November 26, 2023, restructuring related charges, severance and other, net primarily relates to certain executive severance and separation charges of $9.5 million, consulting costs

associated with our restructuring initiative of $5.0 million, and costs associated with the wind-down of the Russia business, including severance of $3.8 million.

(6) Depreciation and amortization for the years ended December 1, 2024 and November 26, 2023 is net of $0.3 million and $0.4 million, respectively, of amortization included in restructuring related charges, severance and other, net.

Adjusted Net Income:

The following table presents a reconciliation of net income, the most directly comparable financial measure calculated in accordance with GAAP, to Adjusted net income for each of the periods presented.

	Year Ended	
	December 1, 2024	November 26, 2023
	(Dollars in millions, except per share amounts)	
Most comparable GAAP measure:		
Net income	$ 210.6	$ 249.6
Non-GAAP measure:		
Net income	210.6	249.6
Acquisition and integration related charges[1]	4.0	5.0
Property, plant, equipment, right-of-use asset impairment, and early lease terminations, net[2]	11.1	63.4
Goodwill and other intangible asset impairment charges[3]	116.9	90.2
Restructuring charges, net[4]	188.7	20.3
Restructuring related charges, severance and other, net[5]	61.1	22.6
Pension settlement loss[6]	—	19.0
Tax impact of adjustments[7]	(89.7)	(29.4)
Adjusted net income	$ 502.7	$ 440.7
Net income margin	3.3 %	4.0 %
Adjusted net income margin	7.9 %	7.1 %

(1) Acquisition and integration related charges includes acquisition-related compensation subject to the continued employment of certain Beyond Yoga® employees. In the first quarter of 2024, their employment ceased, resulting in the acceleration of the remaining compensation.

(2) For the year ended December 1, 2024, property, plant, equipment, right-of-use asset impairment, and early lease terminations, net primarily includes $11.1 million of impairments related to technology projects discontinued as a result of Project Fuel. For the year ended November 26, 2023, property, plant, equipment, right-of-use asset impairment, and early lease terminations, net primarily includes charges of $49.3 million related to the impairment of capitalized internal-use software as a result of the decision to discontinue certain technology projects, $14.3 million of impairment related to certain store assets, primarily in the U.S. and as the result of poor store performance, $3.7 million of impairment charges related to other discontinued projects, net of a $3.9 million gain on the early termination of certain store leases in Russia.

(3) For the year ended December 1, 2024, goodwill and other intangible asset impairment charges includes impairment charges of $36.3 million related to Beyond Yoga® reporting unit goodwill, $66.0 million related to the Beyond Yoga® trademark, $9.1 million related to the Beyond Yoga® customer relationship intangible assets and a $5.5 million goodwill impairment charge related to our footwear business. For the year ended November 26, 2023, goodwill and other intangible asset impairment charges includes impairment charges of $75.4 million related to Beyond Yoga® reporting unit goodwill and $14.8 million related to the Beyond Yoga® trademark.

(4) For the year ended December 1, 2024, restructuring charges, net includes $188.7 million related to Project Fuel consisting primarily of severance and other post-employment benefit charges, contract terminations and asset impairments. For the year ended November 26, 2023, restructuring charges, net includes $20.3 million consisting primarily of severance and post-employment benefits related to a restructuring initiative that commenced in 2022.

(5) For the year ended December 1, 2024, restructuring related charges, severance, and other, net primarily relates to consulting fees associated with our restructuring initiative of $54.3 million, legal settlements of $8.4 million, certain executive separation charges of $2.7 million, and transaction and deal related costs of $3.3 million, offset by a favorable sales-tax related settlement of $4.4 million, as well as an insurance recovery of $2.7 million and a government subsidy gain of $1.4 million both of which were recorded within Other (expense) income, net. For the year ended November 26, 2023, restructuring related charges, severance and other, net primarily relates to certain executive severance and separation charges of $9.5 million, consulting costs associated with our restructuring initiative of $5.0 million, and costs associated with the wind-down of the Russia business, including severance of $3.8 million.

(6) For the year ended November 26, 2023, the pension settlement relates to the Company purchasing nonparticipating annuity contracts in order to transfer certain retiree liabilities to an insurer, resulting in a one-time settlement charge of $19.0 million.

(7) Tax impact calculated using the annual effective tax rate, excluding the strategic intercompany sale of intellectual property during the fourth quarter of 2024. For the year ended December 1, 2024, the tax impact of the Beyond Yoga® impairment charges were calculated using the U.S. specific tax rate of 24%. Excluding the impacts of the Beyond Yoga® impairment charges and the strategic intercompany sale of intellectual property, the effective tax rate for year ended December 1, 2024 is approximately 24%. For the year ended November 26, 2023, the tax impact of the Beyond Yoga® impairment charges were calculated using the U.S. specific tax rate of 24%. Excluding the impact of the Beyond Yoga® impairment charges, the effective tax rate for year ended November 26, 2023 is approximately 10%. Refer to Note 17 for more information on the effective tax rate.

Adjusted Diluted Earnings per Share:

The following table presents a reconciliation of diluted earnings per share, the most directly comparable financial measure calculated in accordance with GAAP, to Adjusted diluted earnings per share for each of the periods presented.

	Year Ended	
	December 1, 2024	November 26, 2023
	(Dollars in millions, except per share amounts)	
Most comparable GAAP measure:		
Diluted earnings per share	$ 0.52	$ 0.62
Non-GAAP measure:		
Diluted earnings per share	$ 0.52	$ 0.62
Acquisition and integration related charges[(1)]	0.01	0.01
Property, plant, equipment, right-of-use asset impairment, and early lease terminations, net[(2)]	0.03	0.16
Goodwill and other intangible asset impairment charges[(3)]	0.29	0.22
Restructuring charges, net[(4)]	0.47	0.05
Restructuring related charges, severance and other, net[(5)]	0.15	0.06
Pension settlement loss[(6)]	—	0.05
Tax impact of adjustments[(7)]	(0.22)	(0.07)
Adjusted diluted earnings per share	$ 1.25	$ 1.10

(1) Acquisition and integration related charges includes acquisition-related compensation subject to the continued employment of certain Beyond Yoga® employees. In the first quarter of 2024, their employment ceased, resulting in the acceleration of the remaining compensation.

(2) For the year ended December 1, 2024, property, plant, equipment, right-of-use asset impairment, and early lease terminations, net primarily includes $11.1 million of impairments related to technology projects discontinued as a result of Project Fuel. For the year ended November 26, 2023, property, plant, equipment, right-of-use asset impairment, and early lease terminations, net primarily includes charges of $49.3 million related to the impairment of capitalized internal-use software as a result of the decision to discontinue certain technology projects, $14.3 million of impairment related to certain store assets, primarily in the U.S. and as the result of poor store performance, a $3.9 million gain on the early termination of store leases in Russia, and $3.7 million of impairment related to other discontinued projects.

(3) For the year ended December 1, 2024, goodwill and other intangible asset impairment charges includes impairment charges of $36.3 million related to Beyond Yoga® reporting unit goodwill, $66.0 million related to the Beyond Yoga® trademark, $9.1 million related to the Beyond Yoga® customer relationship intangible assets and a $5.5 million goodwill impairment charge related to our footwear business. For the year ended November 26, 2023, goodwill and other intangible asset impairment charges includes impairment charges of $75.4 million related to Beyond Yoga® reporting unit goodwill and $14.8 million related to the Beyond Yoga® trademark.

(4) For the year ended December 1, 2024, restructuring charges, net includes $188.7 million related to Project Fuel consisting primarily of severance and other post-employment benefit charges, contract terminations and asset impairments. For the year ended November 26, 2023, restructuring charges, net includes $20.3 million consisting primarily of severance and post-employment benefits related to a restructuring initiative that commenced in 2022.

(5) For the year ended December 1, 2024, restructuring related charges, severance, and other, net primarily relates to consulting fees associated with our restructuring initiative of $54.3 million, legal settlements of $8.4 million, certain executive separation charges of $2.7 million, and transaction and deal related costs of $3.3 million, offset by a favorable sales-tax related settlement of $4.4 million, as well as an insurance recovery of $2.7 million and a government subsidy gain of $1.4 million both of which were recorded within Other (expense) income, net. For the year ended November 26, 2023, restructuring related charges, severance and other, net primarily relates to certain executive severance and separation charges of $9.5 million, consulting costs associated with our restructuring initiative of $5.0 million, and costs associated with the wind-down of the Russia business, including severance of $3.8 million.

(6) For the year ended November 26, 2023, the pension settlement relates to the Company purchasing nonparticipating annuity contracts in order to transfer certain retiree liabilities to an insurer, resulting in a one-time settlement charge of $19.0 million.

(7) Tax impact calculated using the annual effective tax rate, excluding the strategic intercompany sale of intellectual property during the fourth quarter of 2024. For the year ended December 1, 2024, the tax impact of the Beyond Yoga® impairment charges were calculated using the U.S. specific tax rate of 24%. Excluding the impacts of the Beyond Yoga® impairment charges and the strategic intercompany sale of intellectual property, the effective tax rate for year ended December 1, 2024 is approximately 24%. For the year ended November 26, 2023, the tax impact of the Beyond Yoga® impairment charges were calculated using the U.S. specific tax rate of 24%. Excluding the impact of the Beyond Yoga® impairment charges, the effective tax rate for year ended November 26, 2023 is approximately 10%. Refer to Note 17 for more information on the effective tax rate.

Adjusted Free Cash Flow:

Adjusted free cash flow, a non-GAAP measure, includes net cash flow from operating activities less purchases of property, plant and equipment. We believe Adjusted free cash flow is an important liquidity measure of the cash that is available after capital expenditures for operational expenses and investment in our business. We believe Adjusted free cash flow is useful to investors because it measures our ability to generate or use cash. Once our business needs and obligations are met, cash can be used to maintain a strong balance sheet, invest in future growth and return capital to stockholders.

Our use of Adjusted free cash flow has limitations as an analytical tool and should not be considered in isolation or as a substitute for an analysis of our results under GAAP. First, Adjusted free cash flow is not a substitute for net cash flow from operating activities. Second, other companies may calculate Adjusted free cash flow or similarly titled non-GAAP financial measures differently or may use other measures to evaluate their performance, all of which could reduce the usefulness of Adjusted free cash flow as a tool for comparison. Additionally, the utility of Adjusted free cash flow is further limited as it does not reflect our future contractual commitments and does not represent the total increase or decrease in our cash balance for a given period. Because of these and other limitations, Adjusted free cash flow should be considered along with net cash flow from operating activities and other comparable financial measures prepared and presented in accordance with GAAP.

The following table presents a reconciliation of net cash flow from operating activities, the most directly comparable financial measure calculated in accordance with GAAP, to Adjusted free cash flow for each of the periods presented.

	Year Ended	
	December 1, 2024	November 26, 2023
	(Dollars in millions)	
Most comparable GAAP measure:		
Net cash provided by operating activities	$ 898.4	$ 435.5
Net cash used for investing activities	(281.1)	(240.7)
Net cash used for financing activities	(319.3)	(214.1)
Non-GAAP measure:		
Net cash provided by operating activities	$ 898.4	$ 435.5
Purchases of property, plant and equipment	(227.5)	(313.6)
Adjusted free cash flow	$ 670.9	$ 121.9

Organic Net Revenues and Constant-Currency:

We report our net revenues in accordance with GAAP, as well as on an organic net revenues basis in order to facilitate period-to-period comparisons of our revenues which excludes the impact of fluctuating foreign currency exchange rates from the change in reported net revenues, net revenues derived from business acquisitions or divestitures impacting the previous 12 months of the reporting date and the estimated impact of any 53rd week. We report our operating results in accordance with GAAP, as well as on a constant-currency basis in order to facilitate period-to-period comparisons of our results without regard to the impact of fluctuating foreign currency exchange rates.

The term foreign currency exchange rates refers to the exchange rates we use to translate our operating results for all countries where the functional currency is not the U.S. Dollar into U.S. Dollars. Because we are a global company, foreign currency exchange rates used for translation may have a significant effect on our reported results. In general, our reported financial results are affected positively by a weaker U.S. Dollar and are affected negatively by a stronger U.S. Dollar as compared to the foreign currencies in which we conduct our business. References to our operating results on a constant-currency basis mean our operating results without the impact of foreign currency translation fluctuations.

We calculate constant-currency amounts by translating local currency amounts in the prior-year period at actual foreign currency exchange rates for the current period. Our constant-currency results do not eliminate the transaction currency impact, which primarily includes the realized and unrealized gains and losses recognized from the measurement and remeasurement of purchases and sales of products in a currency other than the functional currency and of forward foreign exchange contracts.

We believe disclosure of organic net revenues and Adjusted EBIT constant-currency, Adjusted EBIT Margin constant-currency and Adjusted Net Income constant-currency results is helpful to investors because it facilitates period-to-period

comparisons of our results by increasing the transparency of our underlying performance by excluding the impact of fluctuating foreign currency exchange rates. However, organic net revenues and constant-currency results are non-GAAP financial measures and are not meant to be considered in isolation or as a substitute for comparable measures prepared in accordance with GAAP. Organic net revenues and constant-currency results have no standardized meaning prescribed by GAAP, are not prepared under any comprehensive set of accounting rules or principles and should be read in conjunction with our consolidated financial statements prepared in accordance with GAAP. Organic net revenues and constant-currency results have limitations in their usefulness to investors and may be calculated differently from, and therefore may not be directly comparable to, similarly titled measures used by other companies.

Organic Net Revenues:

The table below sets forth the calculation of net revenues by segment on an organic net revenues basis for each of the periods presented.

	Year Ended		
	December 1, 2024	November 26, 2023	% Increase (Decrease)
		(Dollars in millions)	
Total revenues			
As reported	$ 6,355.3	$ 6,179.0	2.9 %
Impact of foreign currency exchange rates	—	(47.2)	
Impact of 53rd week	(84.5)	—	
Net revenues from Denizen divestiture	(33.2)	(86.2)	
Net revenues from Footwear category divestiture	(63.2)	(61.3)	
Organic net revenues	$ 6,174.4	$ 5,984.3	3.2 %
Americas			
As reported	$ 3,200.6	$ 3,086.9	3.7 %
Impact of foreign currency exchange rates	—	(14.3)	
Impact of 53rd week	(56.0)	—	
Net revenues from Denizen divestiture	(33.2)	(86.2)	
Organic net revenues - Americas	$ 3,111.4	$ 2,986.4	4.2 %
Europe			
As reported	$ 1,617.9	$ 1,579.5	2.4 %
Impact of foreign currency exchange rates	—	8.4	
Impact of 53rd week	(20.4)	—	
Net revenues from Footwear category divestiture	(63.2)	(61.3)	
Organic net revenues - Europe	$ 1,534.3	$ 1,526.6	0.5 %
Asia			
As reported	$ 1,082.4	$ 1,059.7	2.1 %
Impact of foreign currency exchange rates	—	(37.0)	
Organic net revenues - Asia	$ 1,082.4	$ 1,022.7	5.8 %
Other Brands			
As reported	$ 454.4	$ 452.9	0.3 %
Impact of foreign currency exchange rates	—	(4.3)	
Impact of 53rd week	(8.0)	—	
Organic net revenues - Other Brands	$ 446.4	$ 448.6	(0.5)%
Dockers®			
As reported	$ 323.3	$ 336.9	(4.0)%
Impact of foreign currency exchange rates	—	(4.3)	
Impact of 53rd week	(6.1)	—	
Organic net revenues - Dockers®	$ 317.2	$ 332.6	(4.6)%
Beyond Yoga®			
As reported	$ 131.1	$ 116.0	13.0 %
Impact of 53rd week	(1.9)	—	
Organic net revenues - Beyond Yoga®	$ 129.2	$ 116.0	11.4 %

The table below sets forth the calculation of net revenues by channel on an organic net revenue basis for each of the periods presented.

	Year Ended		
	December 1, 2024	November 26, 2023	% Increase (Decrease)
		(Dollars in millions)	
Total net revenues			
As reported	$ 6,355.3	$ 6,179.0	2.9 %
Impact of foreign currency exchange rates	—	(47.2)	
Impact of 53rd week	(84.5)	—	
Net revenues from Denizen divestiture	(33.2)	(86.2)	
Net revenues from Footwear category divestiture	(63.2)	(61.3)	
Organic net revenues	$ 6,174.4	$ 5,984.3	3.2 %
Wholesale			
As reported	$ 3,431.5	$ 3,550.9	(3.4)%
Impact of foreign currency exchange rates	—	(18.9)	
Impact of 53rd week	(45.8)	—	
Net revenues from Denizen divestiture	(33.2)	(86.2)	
Net revenues from Footwear category divestiture	(63.2)	(61.3)	
Organic net revenues - Wholesale	$ 3,289.3	$ 3,384.5	(2.8)%
DTC			
As reported	$ 2,923.8	$ 2,628.1	11.3 %
Impact of foreign currency exchange rates	—	(28.3)	
Impact of 53rd week	(38.7)	—	
Organic net revenues - DTC	$ 2,885.1	$ 2,599.8	11.0 %

The table below sets forth the calculation of net revenues by brand on an organic net revenue basis for each of the periods presented.

	Year Ended		
	December 1, 2024	November 26, 2023	% Increase (Decrease)
		(Dollars in millions)	
Total Levi's Brands net revenues			
As reported	$ 5,900.9	$ 5,726.1	3.1 %
Impact of foreign currency exchange rates	—	(42.9)	
Impact of 53rd week	(76.5)	—	
Net revenues from Denizen divestiture	(33.2)	(86.2)	
Net revenues from Footwear category divestiture	(63.2)	(61.3)	
Organic net revenues	$ 5,728.0	$ 5,535.7	3.5 %
Levi's®			
As reported	$ 5,641.8	$ 5,403.4	4.4 %
Impact of foreign currency exchange rates	—	(42.9)	
Impact of 53rd week	(76.5)	—	
Net revenues from Footwear category divestiture	(63.2)	(61.3)	
Organic net revenues - Levi's®	$ 5,502.1	$ 5,299.2	3.8 %
Levi Strauss Signature™			
As reported	$ 225.9	$ 236.5	(4.5)%
Organic net revenues - Levi Strauss Signature™	$ 225.9	$ 236.5	(4.5)%
Denizen®			
As reported	$ 33.2	$ 86.2	(61.5)%
Net revenues from Denizen divestiture	$ (33.2)	$ (86.2)	
Organic net revenues - Denizen®	$ —	$ —	*

* Not meaningful

Constant-Currency Adjusted EBIT and Constant-Currency Adjusted EBIT Margin:

The table below sets forth the calculation of Adjusted EBIT and Adjusted EBIT margin on a constant-currency basis for each of the periods presented.

	Year Ended		
	December 1, 2024	November 26, 2023	% Increase (Decrease)
	(Dollars in millions)		
Adjusted EBIT[1]	$ 649.9	$ 554.8	17.1 %
Impact of foreign currency exchange rates	—	(11.9)	*
Constant-currency Adjusted EBIT	$ 649.9	$ 542.9	19.7 %
Adjusted EBIT margin	10.2 %	9.0 %	13.3 %
Impact of foreign currency exchange rates	—	(0.1)%	*
Constant-currency Adjusted EBIT margin[2]	10.2 %	8.9 %	14.6 %

(1) Adjusted EBIT is reconciled from net income which is the most comparable GAAP measure. Refer to Adjusted EBIT and Adjusted EBITDA table for more information.

(2) We define constant-currency Adjusted EBIT margin as constant-currency Adjusted EBIT as a percentage of constant-currency net revenues.

* Not meaningful

Constant-Currency Adjusted Net Income and Adjusted Diluted Earnings per Share:

The table below sets forth the calculation of Adjusted net income and Adjusted diluted earnings per share on a constant-currency basis for each of the periods presented.

	Year Ended		
	December 1, 2024	November 26, 2023	% Increase (Decrease)
	(Dollars in millions, except per share amounts)		
Adjusted net income[1]	$ 502.7	$ 440.7	14.1 %
Impact of foreign currency exchange rates	—	(5.3)	*
Constant-currency Adjusted net income	$ 502.7	$ 435.4	15.5 %
Constant-currency Adjusted net income margin[2]	7.9 %	7.1 %	
Adjusted diluted earnings per share	$ 1.25	$ 1.10	13.6 %
Impact of foreign currency exchange rates	—	(0.02)	*
Constant-currency adjusted diluted earnings per share	$ 1.25	$ 1.08	15.7 %

(1) Adjusted net income is reconciled from net income which is the most comparable GAAP measure. Refer to Adjusted net income table for more information.

(2) We define constant-currency Adjusted net income margin as constant-currency Adjusted net income as a percentage of constant-currency net revenues.

* Not meaningful

Revenue Impact of Divestitures:

In order to provide visibility regarding the anticipated financial impact of the footwear and Denizen® divestitures, the Company has provided additional information within the supplemental table below, which includes net revenues reflected in the 2024 results from our footwear business and the Denizen® brand. We believe providing the following information is useful to investors to better understand the impact of the discontinuation to the Company's future business.

	Year Ended December 1, 2024				
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full-Year
	(Dollars in millions)				
Footwear[1]	$ 16.6	$ 11.7	$ 20.4	$ 14.5	$ 63.2
Denizen®[2]	14.5	10.0	3.2	5.5	33.2

(1) In the first quarter of 2024 the Company decided to discontinue its wholesale footwear business which operates within our Europe segment. The business will continue winding down operations through fiscal year 2025.

(2) In the first quarter of 2024 we announced the strategic decision to discontinue the Denizen® brand, which is sold through wholesale accounts in the United States within our Americas segment. The business will continue winding down operations through fiscal year 2025.

In addition, in the fourth quarter of 2024 we announced we are undertaking an evaluation of strategic alternatives to the global Dockers® business, including a potential sale or other strategic transactions. The supplemental table below includes Dockers® net revenues reflected in the 2024 results.

	Year Ended December 1, 2024				
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full-Year
	(Dollars in millions)				
Dockers®	$ 77.4	$ 82.4	$ 73.7	$ 89.8	$ 323.3

Critical Accounting Estimates and Assumptions

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and the related notes. Critical accounting estimates refers to those assumptions and approximations that may have a material impact on the amounts reported in the consolidated financial statements and the related notes due to the level of subjectivity involved in developing the estimate.

We believe that the following discussion addresses our critical accounting estimates, which are those that are most important to the portrayal of our financial condition and results of operations and require management's most difficult, subjective and complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Changes in such estimates, based on newly available information, or different assumptions or conditions, may affect amounts reported in future periods.

We summarize our critical accounting estimates and assumptions below.

Sales returns and allowances. Revenue is recorded net of an allowance for estimated returns, discounts and retailer promotions and other similar incentives. We recognize allowances for estimated returns in the period in which the related sale is recorded. These estimates are calculated based on a history of actual returns, estimated future returns and information regarding retailer inventory levels. In addition, allowances for estimated returns may be established for significant future known or anticipated events. The types of known or anticipated events that are considered, and will continue to be considered, include the financial condition of our customers, store closings by retailers, changes in the retail environment and our decision to continue to support new and existing products. We recognize allowances for estimated discounts, retailer promotions and other similar incentives at the later of the period in which the related sale is recorded or the period in which the sales incentive is offered to the customer. These estimates are calculated using the most likely amount method. Under this method, certain forms of variable consideration are based on expected sell-through results, which requires subjective estimates. These estimates are supported by historical results as well as specific customer and product-specific facts and circumstances related to the current period. The determination of sales allowances is considered a critical accounting estimate because significant judgment is required to estimate sales volume and demand. Actual allowances may differ from estimates due to changes in sales volume based on wholesale customer or consumer demand and changes in customer and product-specific circumstances.

Inventory valuation. We value inventories at the lower of cost or net realizable value. In determining inventory net realizable value, substantial consideration is given to the expected product selling price. We estimate expected selling prices based on our historical recovery rates for sale of slow-moving and obsolete inventory and other factors, such as market conditions, expected channel of disposition, and current consumer preferences. We record an adjustment to inventory when future estimated selling price is less than cost. The determination of inventory net realizable value is considered a critical accounting estimate because significant judgment is required to evaluate whether there will be future demand for inventories held as well as the prices at which our wholesale customers and retail consumers are willing to pay for these inventories. Estimates may differ from actual results due to changes in resale or market value, avenues of disposition, consumer and retailer preferences and economic conditions.

Impairment. Upon acquisition, we estimate and record the fair value of purchased intangible assets, which primarily consist of trademarks and customer relationships. Goodwill and certain other intangible assets deemed to have indefinite useful lives, including trademark intangible assets, are not amortized, but are assessed for impairment at least annually. Finite-lived intangible assets are amortized over their respective estimated useful lives and, along with other long-lived assets, are evaluated for impairment periodically whenever events or changes in circumstances indicate that their related carrying values may not be fully recoverable.

We review goodwill and indefinite-lived intangible assets for impairment annually, or more frequently as warranted by events or changes in circumstances which indicate that the carrying amount may not be recoverable. Annual testing is performed in the fourth quarter of the fiscal year for all indefinite-lived assets and reporting units except for the Beyond Yoga® indefinite-lived assets and reporting unit, which is performed in the third quarter.

When testing goodwill and indefinite-lived intangible assets for impairment, we have the option of first performing a qualitative assessment to determine whether it is more-likely-than-not that the fair value of a reporting unit or the indefinite-lived intangible asset is less than its carrying amount as a basis for determining whether it is necessary to perform a quantitative impairment test. For goodwill, if necessary, we perform a single step quantitative goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount and record an impairment charge for the amount that the carrying amount exceeds the fair value, up to the total amount of goodwill allocated to that reporting unit. For indefinite-lived intangible assets, if necessary, we perform a quantitative impairment test by comparing the fair value of the asset with the asset's carrying amount and record an impairment charge for the difference between the fair value and carrying amount of the indefinite-lived intangible asset. For fiscal 2024, we elected to perform a qualitative assessment for the goodwill in certain of our reporting units and

certain indefinite-lived intangible assets. This qualitative assessment included the review of certain macroeconomic factors and entity-specific qualitative factors, as of the test date, to determine if it was more-likely-than-not that the fair values of our reporting units were below carrying value.

For our other reporting units and indefinite-lived intangible assets, including Beyond Yoga®, a quantitative assessment was performed. Determination of the fair value of a reporting unit and indefinite-lived intangible asset is based on management's assessment, using industry accepted valuation models. Third-party valuation specialists are engaged when necessary. This determination is judgmental in nature and often involves the use of significant estimates and assumptions, which may include revenue growth rates, profit margins, operating expenses, capital expenditures, terminal value, a royalty rate and a discount rate. These estimates and assumptions could have a significant impact on whether or not an impairment charge is recognized and the amount of any such charge. Furthermore, estimating the fair value requires us to make assumptions and estimates regarding not only our future plans, but industry and other market conditions outside of our control. Given the uncertainty of global economic conditions, those estimates could be significantly different than future performance.

The Beyond Yoga® reporting unit assets and liabilities, including the intangible assets, were established in the fourth quarter of 2021 at the fair value on the acquisition date. Based on the annual assessment in 2024, the carrying values of the reporting unit, trademark intangible asset, and customer relationship intangible assets exceeded their estimated fair values, resulting in impairment charges being taken for the carrying values of the reporting unit, trademark intangible asset, and customer relationship intangible assets to approximate their respective approximate fair values. As our long-term strategies change, planned business performance expectations are not met over time, or specific valuation factors outside of our control, such as discount rates, change significantly, then the estimated fair values of the reporting unit, the intangible assets, or both might continue to decline and lead to additional impairment charges in the future. Several factors could impact the Beyond Yoga® brand's ability to achieve expected future cash flows, including the success of retail store and international expansion, store and e-commerce productivity, the impact of promotional activity, continued economic volatility and potential operational challenges related to macroeconomic factors and other strategic initiatives to drive increased profitability. Given that carrying value approximates fair value, if profitability trends decline over time from those that are expected, it is possible that an interim test, or our annual impairment test, could result in additional impairment of the related assets. Our other reporting units and intangible assets, primarily related to the 1985 acquisition of the Company by Levi Strauss Associates Inc., had substantial fair value in excess of carrying value.

For further discussion of the methods used and factors considered in our estimates as part of the impairment testing for goodwill and intangible assets, see Note 1: Significant Accounting Policies - Goodwill and Intangible Assets. For further discussion of the impairment charges taken in 2023, see Note 3: Goodwill and Other Intangible Assets.

Income tax. Significant judgment is required in determining our global income tax provision, therefore, the determination of our income tax provision is considered a critical accounting estimate. In the ordinary course of a global business, there are many transactions and calculations where the ultimate tax outcome is uncertain. Some of these uncertainties arise from examinations in various jurisdictions and assumptions and estimates used in evaluating the need for a valuation allowance.

We are subject to income taxes in the United States and numerous foreign jurisdictions. We compute our provision for income taxes using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities and for operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using the currently enacted tax rates that are expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be realized or settled. Significant judgments are required in order to determine the realizability of deferred tax assets. In assessing the need for a valuation allowance, we evaluate all significant available positive and negative evidence, including historical operating results, estimates of future taxable income and the existence of prudent and feasible tax planning strategies. Changes in the expectations regarding the realization of deferred tax assets could materially impact income tax expense in future periods.

We continuously review issues raised in connection with all ongoing examinations and open tax years to evaluate the adequacy of our tax liabilities. We evaluate uncertain tax positions under a two-step approach. The first step is to evaluate the uncertain tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained upon examination based on its technical merits. The second step is, for those positions that meet the recognition criteria, to measure the tax benefit as the largest amount that is more than fifty percent likely of being realized. We believe our recorded tax liabilities are adequate to cover all open tax years based on our assessment. This assessment relies on estimates and assumptions and involves significant judgments about future events. To the extent that our view as to the outcome of these matters changes, we will adjust income tax expense in the period in which such determination is made. We classify interest and penalties related to income taxes as income tax expense.

Recently Issued Accounting Standards

See Note 1 to our audited consolidated financial statements included in this report for recently issued accounting standards, including the expected dates of adoption and expected impact to our consolidated financial statements upon adoption.

Item 7A. *QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK*

Investment and Credit Availability Risk

We manage cash and cash equivalents in various institutions at levels beyond FDIC coverage limits, and we purchase investments not guaranteed by the FDIC. Accordingly, there may be a risk that we will not recover the full principal of our investments or that their liquidity may be diminished. To mitigate this risk, our investment policy emphasizes preservation of principal and liquidity.

Multiple financial institutions are committed to provide loans and other credit instruments under our Credit Facility. There may be a risk that some of these institutions cannot deliver against these obligations in a timely manner, or at all.

Foreign Exchange Risk

The global scope of our business operations exposes us to the risk of fluctuations in foreign currency markets. This exposure is the result of certain product sourcing activities, some intercompany sales, foreign subsidiaries' royalty payments, interest payments, earnings repatriations, net investment in foreign operations and funding activities. Our foreign currency management objective is to minimize the effect of fluctuations in foreign exchange rates on our nonfunctional currency cash flows and selected assets or liabilities without exposing ourselves to additional risk associated with transactions that could be regarded as speculative.

We use a centralized currency management operation to take advantage of potential opportunities to naturally offset exposures against each other. For any residual exposures under management, we may enter into various financial instruments, including forward exchange contracts, to hedge certain forecasted transactions, as well as certain firm commitments, including third-party and intercompany transactions. We have also designated a portion of our Euro-denominated debt as a net investment hedge of our investment in certain European subsidiaries.

Our foreign exchange risk management activities are governed by a foreign exchange risk management policy approved by our Treasury committee. Members of our Treasury committee, comprising of a group of our senior financial executives, review our foreign exchange activities in support of monitoring our compliance with policy. The operating policies and guidelines outlined in the foreign exchange risk management policy provide a framework that allows for a managed approach to the management of currency exposures while ensuring the activities are conducted within established parameters. Our policy includes guidelines for the organizational structure of our treasury risk management function and for internal controls over foreign exchange risk management activities, including various measurements for monitoring compliance. We monitor foreign exchange risk and related derivatives using different techniques, including a review of market value, sensitivity analysis and a value-at-risk model. We use the market approach to estimate the fair value of our foreign exchange derivative contracts.

We use derivative instruments to manage certain but not all exposures to foreign currencies. Our approach to managing foreign currency exposures is consistent with that applied in previous years. As of December 1, 2024, we had forward foreign exchange contracts, of which $756.1 million were contracts to buy and $618.4 million were contracts to sell various foreign currencies. These contracts are at various exchange rates and expire at various dates through February 2026.

As of November 26, 2023, we had forward foreign exchange contracts to buy $946.3 million and to sell $741.1 million against various foreign currencies. These contracts were at various exchange rates and expire at various dates through February 2025.

Derivative Financial Instruments

We are exposed to market risk primarily related to foreign currencies. We manage foreign currency risks with the objective to minimize the effect of fluctuations in foreign exchange rates on our nonfunctional currency cash flows and selected assets or liabilities without exposing ourselves to additional risk associated with transactions that could be regarded as speculative.

We are exposed to credit loss in the event of nonperformance by the counterparties to the over-the-counter forward foreign exchange contracts. However, we believe that our exposures are appropriately diversified across counterparties and that these counterparties are creditworthy financial institutions. We monitor the creditworthiness of our counterparties in accordance with our foreign exchange and investment policies. In addition, we have International Swaps and Derivatives Association, Inc. (“ISDA”) master agreements in place with our counterparties to mitigate the credit risk related to the outstanding derivatives. These agreements provide the legal basis for over-the-counter transactions in many of the world's commodity and financial markets.

The following table presents the currency, average forward exchange rate, notional amount and fair values for our outstanding forward contracts as of December 1, 2024 and November 26, 2023. The average forward exchange rate is the weighted average of the forward rates of the contracts for the indicated currency. The notional amount represents the U.S. Dollar equivalent amount of the foreign currency at the inception of the contracts, and is the net sum of all buy and sell transactions for the indicated currency. A net positive notional amount represents a position to buy the U.S. Dollar versus the exposure currency, while a net negative notional amount represents a position to sell the U.S. Dollar versus the exposure currency. All transactions will mature before the end of February 2026.

	As of December 1, 2024			As of November 26, 2023		
	Average Forward Exchange Rate	Notional Amount	Fair Value	Average Forward Exchange Rate	Notional Amount	Fair Value
		(Dollars in millions)				
Currency						
Australian Dollar	0.66	$ (15.3)	$ 0.4	0.67	$ 4.2	$ 0.7
Brazilian Real	5.17	5.2	0.8	5.21	5.1	(0.2)
Canadian Dollar	1.40	15.6	(0.2)	1.34	7.2	0.2
Swiss Franc	0.87	(29.0)	—	0.88	(19.1)	0.1
Chilean Peso	987.10	11.2	(0.1)	916.55	12.0	(0.4)
Czech Koruna	23.82	(2.3)	—	22.64	(1.0)	—
Danish Krone	7.01	(2.1)	—	6.85	(1.6)	—
Euro	1.09	(15.8)	5.0	1.10	62.5	5.5
British Pound Sterling	1.23	84.3	(3.2)	1.22	135.7	(2.0)
Hong Kong Dollar	7.77	3.7	—	7.80	2.8	—
Hungarian Forint	387.99	(3.9)	—	351.37	(4.8)	—
Japanese Yen	140.72	28.3	1.2	133.60	34.0	1.7
South Korean Won	—	—	—	1,299.63	—	—
Mexican Peso	20.61	76.7	4.1	18.14	(20.3)	(1.0)
Norwegian Krone	11.12	(1.9)	—	10.93	(1.4)	—
New Zealand Dollar	0.59	(5.8)	—	0.60	(5.4)	0.1
Polish Zloty	4.12	(6.3)	—	4.03	(0.9)	—
Swedish Krona	10.91	(4.7)	—	10.36	(3.9)	—
Total		$ 137.9	$ 8.0		$ 205.1	$ 4.7

Interest rate risk

The following table provides information about our financial instruments that may be sensitive to changes in interest rates. The table presents principal (face amount) outstanding balances of our debt instruments and the related weighted-average interest rates for the years indicated based on expected maturity dates. All amounts are stated in U.S. Dollar equivalents.

	As of December 1, 2024							As of November 26, 2023
	Expected Maturity Date							
	2025	2026	2027	2028	2029	Thereafter	Total	Total
	(Dollars in millions)							
Debt Instruments								
Fixed Rate (US$)	$ —	$ —	$ —	$ —	$ —	$ 500.0	$ 500.0	$ 500.0
Average Interest Rate	—	—	—	—	—	3.50 %	3.50 %	3.50 %
Fixed Rate (Euro 475 million)	—	—	500.9	—	—	—	500.9	517.8
Average Interest Rate	—	—	3.375 %	—	—	—	3.375 %	3.375 %
Variable Rate (US$)	—	—	—	—	—	—	—	—
Average Interest Rate	—	—	—	—	—	—	—	—
Total Principal (face amount) of our debt instruments[1]	$ —	$ —	$ 500.9	$ —	$ —	$ 500.0	$ 1,000.9	$ 1,017.8

(1) Excluded from this table are other short-term borrowings of $5.5 million as of December 1, 2024, consisting of term loans and revolving credit facilities at various foreign subsidiaries which we expect to either pay over the next 12 months or refinance at the end of their applicable terms. Of the $5.5 million, $1.6 million was fixed-rate debt and $3.9 million was variable-rate debt

Item 8. ***FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA***

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Levi Strauss & Co.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Levi Strauss & Co. and its subsidiaries (the "Company") as of December 1, 2024 and November 26, 2023, and the related consolidated statements of income, of comprehensive income, of stockholders' equity and of cash flows for each of the three years in the period ended December 1, 2024, including the related notes and schedule of valuation and qualifying accounts for each of the three years in the period ended December 1, 2024 appearing under Item 15 (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 1, 2024, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 1, 2024 and November 26, 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 1, 2024 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 1, 2024, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's annual report on internal control over financial reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Annual Goodwill and Trademark Impairment Assessments - Beyond Yoga

As described in Notes 1 and 3 to the consolidated financial statements, the Company's consolidated balances of goodwill and trademarks were $277.6 million and $177.9 million, respectively, as of December 1, 2024, of which $11.9 million and $135.1 million, respectively, relate to Beyond Yoga. Management tests goodwill and indefinite-lived intangible assets for impairment annually, or more frequently as warranted by events or changes in circumstances which indicate that the carrying amount of the assets may not be recoverable. Annual testing is performed in the fourth quarter of the fiscal year for all reporting units and indefinite-lived assets except Beyond Yoga, which is performed in the third quarter. During the third quarter of 2024, as part of the annual impairment assessment, management performed a single step quantitative impairment test for Beyond Yoga by comparing the fair value of the reporting unit and trademark with their carrying amount and recorded an impairment charge for the amount that the carrying amount exceeded the fair value. As part of the annual impairment assessment, management concluded the carrying values of the Beyond Yoga reporting unit and trademark exceeded their respective estimated fair values by $36.3 million and $66.0 million, which were recorded as noncash impairment charges to goodwill and the trademark, respectively. Management assessed the fair value of the Beyond Yoga reporting unit using the discounted cash flow method under the income approach, and the significant assumptions used in the assessment of the reporting unit include revenue growth rates, profit margins, operating expenses, capital expenditures, terminal value, and a discount rate. The estimated fair value of the Beyond Yoga trademark was determined using the relief-from-royalty method, and the significant assumptions used in the assessment of the trademark include revenue growth rates, a discount rate, and a royalty rate.

The principal considerations for our determination that performing procedures relating to the annual goodwill and trademark impairment assessments for Beyond Yoga is a critical audit matter are (i) the significant judgment by management when developing the fair value estimates of the reporting unit and trademark; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's significant assumptions related to revenue growth rates for the reporting unit, and revenue growth rates and royalty rate for the trademark; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill and trademark impairment assessments for Beyond Yoga. These procedures also included, among others (i) testing management's process for developing the fair value estimates of the reporting unit and trademark; (ii) evaluating the appropriateness of the discounted cash flow and relief-from-royalty methods; (iii) testing the completeness and accuracy of underlying data used in the methods; and (iv) evaluating the reasonableness of the significant assumptions used by management related to revenue growth rates for the reporting unit, and revenue growth rates and royalty rate for the trademark. Evaluating management's assumptions related to revenue growth rates involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the Beyond Yoga brand; (ii) the consistency with external market and industry data; and (iii) whether the assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in evaluating (i) the appropriateness of the discounted cash flow and relief-from-royalty methods and (ii) the reasonableness of the royalty rate assumption.

/s/ PricewaterhouseCoopers LLP
San Francisco, California

January 29, 2025
We have served as the Company's auditor since 2007.

LEVI STRAUSS & CO. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

	December 1, 2024	November 26, 2023
	(Dollars in millions)	
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 690.0	$ 398.8
Trade receivables, net	710.0	752.7
Inventories	1,239.4	1,290.1
Other current assets	211.7	196.0
Total current assets	2,851.1	2,637.6
Property, plant and equipment, net	698.7	680.7
Goodwill	277.6	303.7
Other intangible assets, net	196.6	267.6
Deferred tax assets, net	798.5	729.5
Operating lease right-of-use assets, net	1,088.6	1,033.9
Other non-current assets	464.4	400.6
Total assets	$ 6,375.5	$ 6,053.6
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 663.4	$ 567.9
Accrued salaries, wages and employee benefits	234.2	214.9
Accrued sales returns and allowances	193.4	189.8
Short-term operating lease liabilities	253.3	245.5
Other accrued liabilities	666.2	569.4
Total current liabilities	2,010.5	1,787.5
Long-term debt	994.0	1,009.4
Postretirement medical benefits	30.8	33.6
Pension liabilities	112.8	111.1
Long-term employee related benefits	110.0	102.2
Long-term operating lease liabilities	960.5	913.1
Other long-term liabilities	186.4	50.3
Total liabilities	4,405.0	4,007.2
Commitments and contingencies		
Stockholders' Equity:		
Common stock — $0.001 par value; 1,200,000,000 Class A shares authorized; 103,984,741 shares and 102,104,670 shares issued and outstanding as of December 1, 2024 and November 26, 2023, respectively; and 422,000,000 Class B shares authorized, 291,411,568 shares and 295,243,353 shares issued and outstanding, as of December 1, 2024 and November 26, 2023, respectively	0.4	0.4
Additional paid-in capital	732.6	686.7
Accumulated other comprehensive loss	(434.5)	(390.9)
Retained earnings	1,672.0	1,750.2
Total stockholders' equity	1,970.5	2,046.4
Total liabilities and stockholders' equity	$ 6,375.5	$ 6,053.6

The accompanying notes are an integral part of these consolidated financial statements.

LEVI STRAUSS & CO. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions, except per share amounts)		
Net revenues	$ 6,355.3	$ 6,179.0	$ 6,168.6
Cost of goods sold	2,539.4	2,663.3	2,619.8
Gross profit	3,815.9	3,515.7	3,548.8
Selling, general and administrative expenses	3,246.2	3,051.9	2,881.6
Restructuring charges, net	188.7	20.3	9.1
Goodwill and other intangible asset impairment charges	116.9	90.2	11.6
Operating income	264.1	353.3	646.5
Interest expense	(41.8)	(45.9)	(25.7)
Other (expense) income, net	(3.3)	(42.2)	28.8
Income before income taxes	219.0	265.2	649.6
Income tax expense	8.4	15.6	80.5
Net income	$ 210.6	$ 249.6	$ 569.1
Earnings per common share:			
Basic	$ 0.53	$ 0.63	$ 1.43
Diluted	$ 0.52	$ 0.62	$ 1.41
Weighted-average common shares outstanding:			
Basic	398,233,739	397,208,535	397,341,137
Diluted	402,368,603	401,723,167	403,844,782

The accompanying notes are an integral part of these consolidated financial statements.

LEVI STRAUSS & CO. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions)		
Net income	$ 210.6	$ 249.6	$ 569.1
Other comprehensive income (loss), before related income taxes:			
Pension and postretirement benefits	15.3	34.6	22.1
Derivative instruments	42.2	(61.0)	36.1
Foreign currency translation (losses) gains	(99.4)	66.2	(65.0)
Unrealized gains (losses) on marketable securities	—	0.8	(0.7)
Available-for-sale security adjustments	—	—	(19.9)
Total other comprehensive (loss) income, before related income taxes	(41.9)	40.6	(27.4)
Income tax (expense) benefit related to items of other comprehensive (loss) income	(1.7)	(9.8)	3.0
Comprehensive income, net of income taxes	$ 167.0	$ 280.4	$ 544.7

The accompanying notes are an integral part of these consolidated financial statements.

LEVI STRAUSS & CO. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Class A & Class B Common Stock (In Shares)	Class A & Class B Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
				(Shares and Dollars in millions)		
Balance at November 28, 2021	399.8	$ 0.4	$ 584.8	$ 1,474.9	$ (394.4)	$ 1,665.7
Net income	—	—	—	569.1	—	569.1
Other comprehensive loss, net of tax	—	—	—	—	(24.4)	(24.4)
Stock-based compensation and dividends, net	2.2	—	60.8	(0.1)	—	60.7
Employee stock purchase plan	0.5	—	9.0	—	—	9.0
Repurchase of common stock	(8.8)	—	—	(173.1)	—	(173.1)
Tax withholdings on equity awards	—	—	(29.0)	—	—	(29.0)
Adjustment of accumulated other comprehensive gain to retained earnings for available-for-sale securities	—	—	—	2.9	(2.9)	—
Cash dividends paid ($0.44 per share)	—	—	—	(174.3)	—	(174.3)
Balance at November 27, 2022	393.7	0.4	625.6	1,699.4	(421.7)	1,903.7
Net income	—	—	—	249.6	—	249.6
Other comprehensive income, net of tax	—	—	—	—	30.8	30.8
Stock-based compensation and dividends, net	3.5	—	74.6	(0.2)	—	74.4
Employee stock purchase plan	0.6	—	9.0	—	—	9.0
Repurchase of common stock	(0.5)	—	—	(8.1)	—	(8.1)
Tax withholdings on equity awards	—	—	(22.5)	—	—	(22.5)
Cash dividends paid ($0.48 per share)	—	—	—	(190.5)	—	(190.5)
Balance at November 26, 2023	397.3	0.4	686.7	1,750.2	(390.9)	2,046.4
Net income	—	—	—	210.6	—	210.6
Other comprehensive loss, net of tax	—	—	—	—	(43.6)	(43.6)
Stock-based compensation and dividends, net	2.5	—	62.8	(0.2)	—	62.6
Employee stock purchase plan	0.4	—	7.8	—	—	7.8
Repurchase of common stock	(4.8)	—	—	(90.1)	—	(90.1)
Tax withholdings on equity awards	—	—	(24.7)	—	—	(24.7)
Cash dividends paid ($0.50 per share)	—	—	—	(198.5)	—	(198.5)
Balance at December 1, 2024	395.4	$ 0.4	$ 732.6	$ 1,672.0	$ (434.5)	$ 1,970.5

The accompanying notes are an integral part of these consolidated financial statements.

LEVI STRAUSS & CO. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions)		
Cash Flows from Operating Activities:			
Net income	$ 210.6	$ 249.6	$ 569.1
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	193.2	165.3	158.9
Goodwill and other intangible asset impairment	116.9	90.2	11.6
Property, plant, equipment and right-of-use asset impairment, and gain/loss on early lease terminations, net	22.3	66.4	26.2
Stock-based compensation	62.8	74.4	60.8
Benefit from deferred income taxes	(91.1)	(104.3)	(59.8)
Other, net	33.2	2.4	11.6
Net change in operating assets and liabilities	350.5	(108.5)	(550.3)
Net cash provided by operating activities	898.4	435.5	228.1
Cash Flows from Investing Activities:			
Purchases of property, plant and equipment	(227.5)	(313.6)	(267.1)
Payments for business acquisition	(34.4)	(12.1)	—
(Payments) proceeds on settlement of forward foreign exchange contracts not designated for hedge accounting	(17.4)	16.1	12.4
Payments to acquire short-term investments	—	—	(72.8)
Proceeds from sale, maturity and collection of short-term investments	—	70.8	93.0
Other investing activities, net	(1.8)	(1.9)	(1.2)
Net cash used for investing activities	(281.1)	(240.7)	(235.7)
Cash Flows from Financing Activities:			
Proceeds from senior revolving credit facility	—	200.0	404.0
Repayments of senior revolving credit facility	—	(200.0)	(404.0)
Repurchase of common stock	(90.1)	(8.1)	(175.7)
Tax withholdings on equity awards	(24.7)	(22.5)	(29.0)
Dividend to stockholders	(198.5)	(190.5)	(174.3)
Other financing activities, net	(6.0)	7.0	13.6
Net cash used for financing activities	(319.3)	(214.1)	(365.4)
Effect of exchange rate changes on cash and cash equivalents and restricted cash	(6.8)	(11.5)	(7.7)
Net increase (decrease) in cash and cash equivalents and restricted cash	291.2	(30.8)	(380.7)
Beginning cash and cash equivalents	398.8	429.6	810.3
Ending cash and cash equivalents	$ 690.0	$ 398.8	$ 429.6
Noncash Investing Activity:			
Property, plant and equipment acquired and not yet paid at end of period	$ 65.4	$ 59.6	$ 93.3
Supplemental disclosure of cash flow information:			
Cash paid for interest during the period	$ 38.2	$ 42.8	$ 37.5
Cash paid for income taxes during the period, net of refunds	102.3	89.3	129.3

The accompanying notes are an integral part of these consolidated financial statements.

NOTE 1: SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Levi Strauss & Co. (the "Company") is one of the world's largest brand-name apparel companies. The Company designs, markets and sells – directly or through third parties and licensees – products that include jeans, casual and dress pants, activewear, tops, shorts, skirts, jackets, and related accessories, for men, women and children around the world under the Levi's®, Levi Strauss Signature™, Denizen®, Dockers® and Beyond Yoga® brands. In the first quarter of 2024 we announced the strategic decision to discontinue the Denizen® brand. In the fourth quarter of 2024 we announced we are undertaking an evaluation of strategic alternatives to the global Dockers® business, including a sale or other strategic transactions.

The Company operates its business according to three reportable segments: Americas, Europe, and Asia, collectively comprising the Company's Levi's Brands business, which includes the Levi's®, Levi Strauss Signature™ and Denizen® brands. The Dockers® and Beyond Yoga® businesses do not meet the quantitative thresholds for reportable segments and therefore are presented under the caption of Other Brands.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements of the Company and its wholly-owned and majority-owned foreign and domestic subsidiaries are prepared in conformity with generally accepted accounting principles in the United States ("U.S. GAAP"). All significant intercompany balances and transactions have been eliminated.

The Company's fiscal year ends on the Sunday that is closest to November 30 of that year, although the fiscal years of certain foreign subsidiaries end on November 30. Fiscal year 2024 was a 53-week year, ending on December 1, 2024, and fiscal years 2023 and 2022 were 52-week years, ending on November 26, 2023 and November 27, 2022, respectively. Each quarter of fiscal years 2024, 2023 and 2022 consisted of 13 weeks, with the exception of the fourth quarter of fiscal year 2024 which consisted of 14 weeks. All references to years relate to fiscal years rather than calendar years.

Expofaro S.A.S Distributor Acquisition

In the second quarter of 2024 the Company acquired all operating assets related to Levi's® brands from Expofaro S.A.S, the Company's former distributor in Colombia, for $31.9 million in cash. This includes 40 Levi's® retail stores and one e-commerce site, distribution with the country's multi-brand retailers, and the logistical operations within these markets. The total fair value of assets acquired was $31.9 million and included goodwill, inventory, intangible and fixed assets. The goodwill and definite-lived intangible assets recognized as a result of the acquisition were $15.9 million and $10.3 million, respectively.

Supplier Finance Program

The Company adopted Accounting Standards Update No. 2022-04, *Liabilities - Supplier Finance Programs (Subtopic 405-50): Disclosure of Supplier Finance Program Obligations* in the first quarter of 2024.

The Company offers a supplier financing program which enables the Company's suppliers, at their sole discretion, to sell their receivables (i.e., the Company's payment obligations to suppliers) to a financial institution on a non-recourse basis in order to be paid earlier than current payment terms provide.

The Company's obligations to its suppliers, including amounts due and scheduled payment dates, are not impacted by the supplier's participation in these arrangements. The Company's payment terms to the financial institutions, including the timing and amount of payments, are based on the original supplier invoices. Our current payment terms with a majority of our suppliers are typically 90 days. The Company has not pledged any assets and does not provide guarantees under the supplier finance program. As such, the outstanding payment obligations under the Company's supplier finance program are included within Accounts Payable in the Consolidated Balance Sheets.

The Company's outstanding payment obligations under this program were $152.2 million as of December 1, 2024 and $113.4 million as of November 26, 2023.

Out-of-Period Adjustment

For the year ended November 27, 2022, the Company's results include an out-of-period adjustment, which increased other (expense) income, net by $19.9 million and income tax expense by $4.0 million. Basic and diluted earnings per share both increased by $0.04 per share. This item, which originated in prior years, relates to the correction of the treatment of unrealized gains and losses on marketable equity securities, previously recorded as available-for-sale equity securities and reflected as a component of comprehensive income, held in an irrevocable grantor's rabbi trust in connection with the Company's deferred compensation plan. Additionally, $2.9 million was reclassified from accumulated other comprehensive (loss) income to retained earnings in the statement of stockholders' equity to reflect the adoption of an accounting standard. The Company has evaluated the effects of this out-of-period adjustment, both qualitatively and quantitatively, and concluded that the correction of this amount was not material to the year ended November 27, 2022 or the periods in which they originated, including quarterly reporting.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and the related notes to the consolidated financial statements. Estimates are based upon historical factors, current circumstances and the experience and judgment of the Company's management. Management evaluates its estimates and assumptions on an ongoing basis and may employ outside experts to assist in its evaluations. Changes in such estimates, based on more accurate future information, or different assumptions or conditions, may affect amounts reported in future periods.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. Cash equivalents are stated at fair value.

Derivative Instruments and Hedging Activities

The Company records all derivatives at fair value, which are included in "Other current assets", "Other non-current assets", "Other accrued liabilities" or "Other long-term liabilities" on the Company's consolidated balance sheets. The portion of the fair value that represents cash flow occurring within one year is classified as current and the portion related to cash flows occurring beyond one year is classified as non-current. The cash flows from the designated derivative instruments used as hedges are classified in the Company's consolidated statements of cash flows in the same section as the cash flows of the hedged item.

Designated Cash Flow Hedges

The Company actively manages the risk of changes in functional currency equivalent cash flows resulting from anticipated non-functional currency denominated purchases and sales. The Company's global sourcing organization uses the U.S. dollar as its functional currency and is primarily exposed to changes in functional currency equivalent cash flows from anticipated inventory purchases, as it procures inventory on behalf of subsidiaries with the Euro, Australian Dollar and Japanese Yen functional currencies. The Company's Mexico subsidiary uses the Mexican Peso as its functional currency and is exposed as it procures inventory in the U.S. Dollar. Additionally, a European subsidiary uses Euros as its functional currency and is exposed to anticipated non-functional currency denominated sales. The Company manages these risks by using currency forward contracts formally designated and effective as cash flow hedges. Hedge effectiveness is generally determined by evaluating the ability of a hedging instrument's cumulative change in fair value to offset the cumulative change in the present value of expected cash flows on the underlying exposures. For forward contracts, forward points are excluded from the determination of hedge effectiveness and are included in cost of goods sold for hedges of anticipated inventory purchases and in net revenues for hedges of anticipated sales on a straight-line basis over the life of the contract. In each accounting period, differences between the change in fair value of the forward points and the amount recognized on a straight-line basis is recognized in "Other comprehensive (loss) income."

Net Investment Hedges

The Company designates certain non-derivative instruments as net investment hedges to hedge the Company's net investment position in certain of its foreign subsidiaries. For these instruments, the Company documents the hedge designation by identifying the hedging instrument, the nature of the risk being hedged and the approach for measuring hedge effectiveness.

Non-designated Cash Flow Hedges

The Company enters into derivative instruments not designated as hedges. These derivative instruments are not speculative and are used to manage the Company’s exposure to certain product sourcing activities, some intercompany sales, foreign subsidiaries' royalty payments, interest payments, earnings repatriations, net investment in foreign operations and funding activities but the Company has not elected to apply hedge accounting. Changes in the fair value of derivatives not designated in hedging relationships are recorded directly in “Other (expense) income, net” in the Company’s consolidated statements of income.

Accounts Receivable, Net

The Company extends credit to its customers that satisfy pre-defined credit criteria. Accounts receivable are recorded net of an allowance for credit losses. The Company estimates the allowance for credit losses based on an analysis of the aging of accounts receivable, assessment of collectability, including any known or anticipated bankruptcies, customer-specific circumstances and an evaluation of current economic conditions. Actual write-off of receivables may differ from estimates due to changes in customer and economic circumstances. The allowance for credit losses was $5.7 million as of both December 1, 2024 and November 26, 2023.

Inventory Valuation

Inventory is almost entirely finished goods. The Company values inventories at the lower of cost or net realizable value. Inventory cost is determined using the first-in first-out method. The Company includes product costs, labor and related overhead, inbound freight, internal transfers, and the cost of operating its remaining manufacturing facilities, including the related depreciation expense, in the cost of inventories. The Company determines inventory net realizable value by estimating expected selling prices based on the Company's historical recovery rates for slow-moving and obsolete inventory and other factors, such as market conditions, expected channel of distribution and current consumer preferences.

Income Tax

Significant judgment is required in determining the Company's global income tax provision. In the ordinary course of a global business, there are many transactions and calculations where the ultimate tax outcome is uncertain. Some of these uncertainties arise from examinations in various jurisdictions and assumptions and estimates used in evaluating the need for valuation allowances.

The Company is subject to income taxes in the United States and numerous foreign jurisdictions. The Company computes its provision for income taxes using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities and for operating loss and tax credit carryforwards. All deferred income taxes are classified as non-current on the Company's consolidated balance sheets. Deferred tax assets and liabilities are measured using the currently enacted tax rates that are expected to apply to taxable income for the years in which those tax assets and liabilities are expected to be realized or settled. Significant judgments are required in order to determine the realizability of deferred tax assets. In assessing the need for a valuation allowance, the Company's management evaluates all available positive and negative evidence, including historical operating results, estimates of future taxable income and the existence of prudent and feasible tax planning strategies.

The Company continuously reviews issues raised in connection with all ongoing examinations and open tax years to evaluate the adequacy of its tax liabilities. The Company evaluates uncertain tax positions under a two-step approach. The first step is to evaluate the uncertain tax position for recognition by determining if the weight of available evidence indicates that it is more likely than not that the position will be sustained upon examination based on its technical merits. The second step, for those positions that meet the recognition criteria, is to measure the tax benefit as the largest amount that is more than fifty percent likely to be realized. The Company believes that its recorded tax liabilities are adequate to cover all open tax years

based on its assessment. This assessment relies on estimates and assumptions and involves significant judgments about future events. To the extent that the Company's view as to the outcome of these matters changes, the Company will adjust income tax expense in the period in which such determination is made. The Company classifies interest and penalties related to income taxes as income tax expense.

Cloud Computing Arrangements

The Company incurs costs to implement cloud computing arrangements that are hosted by third-party vendors. Implementation costs associated with cloud computing arrangements are capitalized when incurred during the application development phase. Amortization is calculated on a straight-line basis over the contractual term of the cloud computing arrangement on a straight-line basis, typically a three to seven year period. Capitalized amounts related to such arrangements are recorded within other current assets and other non-current assets in the consolidated balance sheets.

Property, Plant and Equipment

Property, plant and equipment are carried at cost, less accumulated depreciation. Depreciation is calculated using the straight-line method based upon the estimated useful lives of the assets. Buildings are depreciated over a 20 to 40 year period. Leasehold improvements are depreciated over the lesser of the estimated useful life of the improvement or the associated lease term. Machinery and equipment, including furniture and fixtures, automobiles and trucks, and networking communication equipment, is depreciated over a three to 20 year period.

Software development costs, which are direct costs associated with developing software for internal use, including certain payroll and payroll-related costs are capitalized when incurred during the application development phase and are depreciated on a straight-line basis over the estimated useful life, typically a three to seven year period.

The Company reviews property plant and equipment for impairment whenever events or changes in circumstances indicate the carrying amount of an asset or an asset group may not be recoverable. Impairment losses are measured and recorded for the excess of carrying value over its fair value, estimated based on expected future cash flows and other quantitative and qualitative factors.

Goodwill and Other Intangible Assets

Goodwill resulted primarily from the acquisition of Beyond Yoga® in 2021, a 1985 acquisition of the Company by Levi Strauss Associates Inc., a former parent company that was subsequently merged into the Company in 1996, as well as other third-party acquisitions. Intangible assets comprise customer relationships and owned trademarks with definite and indefinite useful lives. Goodwill and indefinite-lived intangible assets are not amortized.

The Company tests goodwill and indefinite-lived intangible assets for impairment annually, or more frequently as warranted by events or changes in circumstances which indicate that the carrying amount of the assets may not be recoverable. Annual testing is performed in the fourth quarter of the fiscal year for all reporting units and indefinite-lived assets except Beyond Yoga®, which is performed in the third quarter.

When testing goodwill and indefinite-lived intangible assets for impairment, the Company has the option of first performing a qualitative assessment to determine whether it is more-likely-than-not that the fair value of a reporting unit or an indefinite-lived intangible asset is less than its carrying amount as a basis for determining whether it is necessary to perform a quantitative impairment test. If necessary, the Company can perform a single step quantitative impairment test by comparing the fair value of a reporting unit or indefinite-lived intangible asset with its carrying amount and record an impairment charge for the amount that the carrying amount exceeds the fair value, up to the total amount of goodwill allocated to a reporting unit or the carrying amount of the indefinite-lived intangible asset.

Under the quantitative test, the Company compares the carrying value of the reporting unit or indefinite-lived intangible asset to its fair value, which it estimates using an income approach. Under the income approach, the Company determines the fair value using a discounted cash flow method, projecting future cash flows of the reporting unit, as well as a terminal value, and applying a discount rate that reflects the relative risk of the cash flows. To determine the estimated fair value of indefinite-lived intangible assets, the Company uses an income approach, specifically the relief-from-royalty method. This method assumes that, in lieu of ownership, a third-party would be willing to pay a royalty in order to obtain the rights to use a comparable asset. Under a qualitative assessment, the Company assesses various factors including industry and market conditions, macroeconomic conditions and performance of the businesses.

Restructuring Liabilities

Upon approval of a restructuring plan, the Company records restructuring liabilities for employee severance and related termination benefits when they become probable and estimable for recurring arrangements. The Company records other costs associated with exit activities as they are incurred. The short-term portion and long-term portion of restructuring liabilities are included in “Other accrued liabilities” and “Other long term liabilities”, respectively, in the Company’s consolidated balance sheets.

Operating Leases

The Company primarily leases retail store space, certain distribution and warehouse facilities, office space and equipment. The Company determines if an arrangement is or contains a lease at inception and begins recording lease activity at the commencement date, which is generally the date in which the Company takes possession of or controls the physical use of the asset. Right-of-use (“ROU”) assets and lease liabilities are recognized based on the present value of lease payments over the lease term with lease expense recognized on a straight-line basis. Incremental borrowing rates are used to determine the present value of future lease payments unless the implicit rate is readily determinable. Incremental borrowing rates reflect the rate the lessee would pay to borrow on a secured basis an amount equal to the lease payments and incorporates the term and economic environment of the lease. ROU assets include amounts for scheduled rent increases and are reduced by the amount of lease incentives. The lease term includes the non-cancelable period of the lease and options to extend or terminate the lease when it is reasonably certain the Company will exercise those options. Certain lease agreements include variable lease payments, which are based on a percent of retail sales over specified levels or adjust periodically for inflation as a result of changes in a published index, primarily the Consumer Price Index.

The Company has elected to account for lease and non-lease components together as a single lease component in the measurement of ROU assets and lease liabilities. Variable lease payments are not included in the measurement of ROU assets and lease liabilities.

For leases with a lease term of 12 months or less, fixed lease payments are recognized on a straight-line basis over such term and are not recognized on the consolidated balance sheet. See Note 12 for further discussion of the Company's leases.

Debt Issuance Costs

The Company capitalizes debt issuance costs on its senior revolving credit facility, which are included in “Other non-current assets” on the Company's consolidated balance sheets. Capitalized debt issuance costs on the Company's unsecured long-term debt are presented as a reduction to the debt outstanding on the Company's consolidated balance sheets. The unsecured long-term debt issuance costs are generally amortized utilizing the effective interest method whereas the senior revolving credit facility issuance costs are amortized utilizing the straight-line method. Amortization of debt issuance costs is included in “Interest expense” in the consolidated statements of income.

Fair Value of Financial Instruments

The fair values of the Company's financial instruments reflect the amounts that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (exit price). The fair value estimates presented in these financial statements are based on information available to the Company as of December 1, 2024 and November 26, 2023.

The carrying values of cash and cash equivalents, trade receivables and short-term borrowings approximate fair value since they are short term in nature. The Company has estimated the fair value of its other financial instruments using the market and income approaches. Rabbi trust assets and forward foreign exchange contracts are carried at their fair values. The Company's debt instruments are carried at historical cost and adjusted for amortization of premiums, discounts, or deferred financing costs, foreign currency fluctuations and principal payments.

Benefits

The Company has several non-contributory defined benefit retirement plans covering eligible employees and non-qualified deferred compensation plans that covers certain eligible employees. The Company also provides certain health care benefits for U.S. employees who meet age, participation and length of service requirements at retirement. In addition, the Company sponsors other retirement or post-employment plans for its foreign employees in accordance with local government programs and requirements. The Company retains the right to amend, curtail or discontinue any aspect of the plans, subject to local regulations.

The Company recognizes either an asset or a liability for any plan's funded status in its consolidated balance sheets. The Company measures changes in funded status using actuarial models which utilize an attribution approach that generally spreads individual events over the estimated service lives of the remaining employees in the plan. For plans where participants will not earn additional benefits by rendering future service, which includes the Company's U.S. plans, individual events are spread over the plan participants' estimated remaining lives. The Company's policy is to fund its retirement plans based upon actuarial recommendations and in accordance with applicable laws, income tax regulations and credit agreements. Net pension and postretirement benefit income or expense is generally determined using assumptions which include expected long-term rates of return on plan assets, discount rates, compensation rate increases and medical and mortality trend rates. The Company considers several factors including historical rates, expected rates and external data to determine the assumptions used in the actuarial models.

Employee Incentive Compensation

The Company maintains short-term and long-term employee incentive compensation plans. Provisions for employee incentive compensation are recorded in “Accrued salaries, wages and employee benefits” and “Long-term employee related benefits” on the Company's consolidated balance sheets. The Company accrues the related compensation expense over the period of the plan and changes in the liabilities for these incentive plans generally correlate with the Company's financial results and projected future financial performance.

Stock-Based Compensation

The Company has stock-based incentive plans that allow for the issuance of cash or equity-settled awards to certain employees and non-employee directors. The Company recognizes compensation expense for share-based awards that are classified as equity based on the grant date fair value of the awards over the requisite service period, adjusted for estimated forfeitures. The cash-settled awards are classified as liabilities and compensation expense is measured using fair value at the end of each reporting period until settlement.

The grant date fair value of the Company's stock appreciation right awards is estimated using the Black-Scholes valuation model. The grant date fair value of the Company's service based restricted stock units (“RSUs”) and non-market based performance RSUs is determined based on the fair value of the Company's common stock on the date of grant, adjusted to reflect the absence of dividend equivalents during vesting. The grant date fair value of the Company's market-based performance RSUs is estimated using a Monte Carlo simulation valuation model.

Compensation expense for performance based RSUs is recognized over the requisite service period when attainment of the performance goal is deemed probable, net of estimated forfeitures. Compensation expense for market-based RSUs, net of estimated forfeitures, is recognized over the requisite service period regardless of whether, and the extent to which, the market condition is ultimately satisfied. For RSU awards with cliff vesting terms, compensation expense is recognized on a straight-line basis. For awards granted to retirement-eligible employees, or employees who will become retirement-eligible prior to the end of the awards' respective stated vesting periods, the related stock-based compensation expense is recognized on an accelerated basis over a term commensurate with the period that the employee is required to provide service in order to vest in the award.

Due to the job function of the award recipients, the Company has included stock-based compensation expense in “Selling, general and administrative expenses” in the consolidated statements of income.

Self-Insurance

Up to certain limits, the Company self-insures various loss exposures primarily relating to workers' compensation risk and employee and eligible retiree medical health benefits. The Company carries insurance policies covering claim exposures which exceed predefined amounts, per occurrence and/or in the aggregate. Accruals for losses are made based on the Company's claims experience and actuarial assumptions followed in the insurance industry, including provisions for incurred but not reported losses.

Foreign Currency

The functional currency for most of the Company's foreign operations is the applicable local currency. For those operations, assets and liabilities are translated into U.S. Dollars using period-end exchange rates; income and expenses are translated at average monthly exchange rates; and equity accounts are translated at historical rates. Net changes resulting from such translations are recorded as a component of translation adjustments in “Accumulated other comprehensive loss” on the Company's consolidated balance sheets.

Foreign currency transactions are transactions denominated in a currency other than the entity's functional currency. At each balance sheet date, each entity remeasures the recorded balances related to foreign-currency transactions using the period-end exchange rate. Unrealized gains or losses arising from the remeasurement of these balances are recorded in “Other (expense) income, net” in the Company's consolidated statements of income. In addition, at the settlement date of foreign currency transactions, the realized foreign currency gains or losses are recorded in “Other (expense) income, net” in the Company's consolidated statements of income to reflect the difference between the rate effective at the settlement date and the historical rate at which the transaction was originally recorded.

Share Repurchases

On May 31, 2022, the board of directors of the Company approved a share repurchase program that authorizes the repurchase of up to $750 million of the Company's Class A common stock. The previously approved $200 million share repurchase program was completed as of the end of the second quarter of 2022. During fiscal 2024, 4.8 million shares were repurchased for $90.0 million, plus broker's commissions, in the open market. This equates to an average repurchase price of approximately $18.64 per share. During fiscal 2023, 0.5 million shares were repurchased for $8.1 million, plus broker's commissions, in the open market. This equates to an average repurchase price of approximately $17.97 per share.

The Company accounts for share repurchases by charging the excess of repurchase price over the repurchased Class A common stock's par value entirely to retained earnings. All repurchased shares are retired and become authorized but unissued shares. The Company accrues for the shares purchased under the share repurchase plan based on the trade date. The Company may terminate or limit the share repurchase program at any time.

Revenue Recognition

Net sales includes sales within the wholesale and direct-to-consumer channels. Wholesale channel revenues includes sales to third-party retailers such as department stores, specialty retailers, third-party e-commerce sites and franchise locations dedicated to the Company's brands. The Company also sells products directly to consumers, which are reflected in the direct-to-consumer ("DTC") channel, through a variety of formats, including company-operated mainline and outlet stores, company-operated e-commerce sites and select shop-in-shops located in department stores and other third-party retail locations.

Revenue transactions generally comprise a single performance obligation, which consists of the sale of products to customers either through wholesale or DTC channels. The Company satisfies the performance obligation and records revenues when transfer of control has passed to the customer, based on the terms of sale. Transfer of control passes to wholesale customers upon shipment or upon receipt depending on the agreement with the customer. Within the Company's DTC channel, control generally transfers to the customer at the time of sale within company-operated retail stores and upon delivery to the customer with respect to e-commerce transactions.

Payment terms for wholesale transactions depend on the country of sale or agreement with the customer, and payment is generally required after shipment or receipt by the wholesale customer. Payment is due at the time of sale for retail store and e-commerce transactions.

Net sales to the Company's ten largest customers for fiscal year 2024, fiscal year 2023, and fiscal year 2022, totaled 26%, 28% and 31% of net revenues for those fiscal years, respectively. No customer represented 10% or more of net revenues in any of these years.

The Company treats all shipping to the Company's customers, handling and certain other distribution activities as a fulfillment cost and recognizes these costs as SG&A expenses. Sales and value-added taxes collected from customers and remitted to governmental authorities are presented on a net basis in the consolidated statements of income.

Cost of Goods Sold

Cost of goods sold includes the expenses incurred to acquire and produce inventory for sale, including product costs, labor and related overhead, inbound freight, internal transfers, and the cost of operating the Company's remaining manufacturing facilities, including the related depreciation expense.

Selling, General and Administrative Expenses

Selling, general and administrative ("SG&A") expenses consist primarily of costs relating to advertising, marketing, selling, distribution, information technology and other corporate functions. Selling costs include, among other things, all occupancy costs associated with company-operated stores and with the Company's company-operated shop-in-shops located within department stores. The Company expenses advertising costs as incurred. For fiscal years 2024, 2023 and 2022, total advertising expense was $453.4 million, $432.9 million and $463.7 million, respectively. Distribution costs include costs related to receiving and inspection at distribution centers, warehousing, shipping to the Company's customers, handling and certain other activities associated with the Company's distribution network. These expenses totaled $400.2 million, $330.9 million and $304.7 million for fiscal years 2024, 2023 and 2022, respectively.

Reclassification

Certain amounts on the consolidated income statements and statements of cash flows have been conformed to the December 1, 2024 presentation.

Recently Issued Accounting Standards

The following recently issued accounting standards, all of which are a Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU"), have been grouped by their required effective dates for the Company:

Fourth Quarter 2025

- In November 2023, the FASB issued ASU 2023-07, *Improvements to Reportable Segment Disclosures*. This new guidance is designed to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024 on a retrospective basis. Early adoption is permitted. The Company is currently assessing the impact that adopting this new accounting standard will have on its consolidated financial statements.

First Quarter 2026

- In December 2023, the FASB issued ASU 2023-09, *Improvements to Income Tax Disclosures*. This new guidance is designed to enhance the transparency and decision usefulness of income tax disclosures. The amendments of this update are related to the rate reconciliation and income taxes paid, requiring (1) consistent categories and greater disaggregation of information in the rate reconciliation and (2) income taxes paid disaggregated by jurisdiction. ASU 2023-09 is effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. The Company is currently assessing the impact that adopting this new accounting standard will have on its consolidated financial statements.

Fourth Quarter 2028

- In November 2024, the FASB issued ASU 2024-03, *Disaggregation of Income Statement Expenses*. This new guidance is designed to improve the disclosures about the types of expenses, including employee compensation, depreciation, and amortization, and costs incurred related to inventory and manufacturing activities. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027 on a prospective basis with optional retrospective application. Early adoption is permitted. The Company is currently assessing the impact that adopting this new accounting standard will have on its consolidated financial statements.

NOTE 2: PROPERTY, PLANT AND EQUIPMENT

The components of property, plant and equipment were as follows:

	December 1, 2024	November 26, 2023
	(Dollars in millions)	
Land	$ 7.5	$ 8.4
Buildings and leasehold improvements	568.3	551.9
Machinery and equipment	633.2	551.8
Capitalized internal-use software	798.1	683.3
Assets held for sale	19.7	—
Construction in progress	11.9	168.0
Subtotal	2,038.7	1,963.4
Accumulated depreciation	(1,340.0)	(1,282.7)
Property, plant & equipment, net	$ 698.7	$ 680.7

Depreciation expense for the years ended December 1, 2024, November 26, 2023, and November 27, 2022, was $188.4 million, $160.9 million and $154.6 million, respectively.

During fiscal year 2024 in connection with Project Fuel, the Company recorded $11.1 million in charges related to the impairment of capitalized internal-use software as a result of discontinued technology projects, which was recorded in “Selling, general and administrative expenses” in the consolidated statements of income, and $7.6 million in impairment charges related to a distribution center closure, which was recorded in “Restructuring charges, net” in the consolidated statements of income. During fiscal year 2023 the Company recorded $49.3 million in charges related to the impairment of other property and equipment, primarily within capitalized internal-use software as a result of the decision to discontinue certain technology projects in connection with the overall restructuring initiative, which was recorded in “Selling, general and administrative expenses” in the consolidated statements of income. Additionally, $20.5 million of charges were recognized, related to the impairment of buildings and leasehold improvements and machinery and equipment, of which $14.3 million was due to the impairment of certain store assets primarily driven by lower than average store performance for certain concept stores in the U.S, which was recorded in “Selling, general and administrative expenses” in the consolidated statements of income. During fiscal year 2022 the Company recorded $6.4 million in charges primarily related to the impairment of certain long-lived assets as a result of the Russia-Ukraine war, which was recorded in “Selling, general and administrative expenses” in the consolidated statements of income.

NOTE 3: GOODWILL AND OTHER INTANGIBLE ASSETS

The changes in the carrying amount of goodwill by business segment for the years ended December 1, 2024 and November 26, 2023, were as follows:

	Americas	Europe	Asia	Other Brands[1]	Total
			(Dollars in millions)		
Balance, November 27, 2022					
Goodwill	$ 229.5	$ 21.3	$ 2.9	$ 123.6	$ 377.3
Accumulated impairment losses	—	(11.6)	—	—	(11.6)
	$ 229.5	$ 9.7	$ 2.9	$ 123.6	$ 365.7
Impairment losses[2]	—	—	—	(75.4)	(75.4)
Goodwill acquired during the year	1.1	10.8	—	—	11.9
Foreign currency fluctuation	1.1	0.5	(0.1)	—	1.5
Balance, November 26, 2023					
Goodwill	231.7	32.6	2.8	123.6	390.7
Accumulated impairment losses	—	(11.6)	—	(75.4)	(87.0)
	$ 231.7	$ 21.0	$ 2.8	$ 48.2	$ 303.7
Impairment losses[3]	—	(5.5)	—	(36.3)	(41.8)
Goodwill acquired during the year[4]	15.9	5.0	—	—	20.9
Foreign currency fluctuation	(4.9)	(0.4)	0.1	—	(5.2)
Balance, December 1, 2024					
Goodwill	242.7	37.2	2.9	123.6	406.4
Accumulated impairment losses	—	(17.1)	—	(111.7)	(128.8)
Balance, December 1, 2024	$ 242.7	$ 20.1	$ 2.9	$ 11.9	$ 277.6

(1) Comprised of the Beyond Yoga® reporting unit goodwill only.

(2) For the year ended November 26, 2023 the Company recorded a Beyond Yoga® goodwill noncash impairment charge of $75.4 million.

(3) For the year ended December 1, 2024 the Company recorded a $5.5 million goodwill noncash impairment charge related to our footwear business as a result of the decision to discontinue the category and a Beyond Yoga® goodwill noncash impairment charge of $36.3 million.

(4) For the year ended December 1, 2024 the Company recorded goodwill of $15.9 million in connection with the acquisition of all operating assets related to Levi's® brands from Expofaro S.A.S., the Company's former distributor in Colombia.

Other intangible assets, net, were as follows:

	December 1, 2024			November 26, 2023		
	Gross Carrying Value	Accumulated Amortization	Total	Gross Carrying Value	Accumulated Amortization	Total
	(Dollars in millions)					
Non-amortized intangible assets:						
Trademarks[1]	$ 177.9	$ —	$ 177.9	$ 243.9	$ —	$ 243.9
Amortized intangible assets:						
Customer relationships and other[2]	37.6	(18.9)	18.7	38.3	(14.6)	23.7
Total	$ 215.5	$ (18.9)	$ 196.6	$ 282.2	$ (14.6)	$ 267.6

(1) For the year ended December 1, 2024 the Company recorded a Beyond Yoga® trademark noncash impairment charge of $66.0 million based on a Level 3 fair value of $135.1 million.
For the year ended November 26, 2023 the Company recorded a Beyond Yoga® trademark noncash impairment charge of $14.8 million based on a Level 3 fair value of $201.1 million.

(2) For the year ended December 1, 2024 the Company recorded a Beyond Yoga® customer relationship intangible assets noncash impairment charge of $9.1 million based on a Level 3 fair value of $9.7 million.

2024 Impairment Testing

During the fourth quarter of 2024, the Company elected to perform a qualitative assessment for the goodwill in certain of our reporting units and indefinite-lived intangible assets. This qualitative assessment included the review of certain macroeconomic factors and entity-specific qualitative factors to determine if it was more-likely-than-not that the fair values of our reporting units and indefinite-lived intangible assets were below carrying value. The assessments did not determine that it was more-likely-than-not that the fair values of the reporting units and indefinite-lived intangible assets were below their respective carrying values.

During the third quarter of 2024, as part of the Company's annual review of the Beyond Yoga® reporting unit, the Company elected to perform a single step quantitative impairment test on the goodwill and indefinite-lived trademark intangible assigned to the Beyond Yoga® reporting unit and performed impairment tests on the related customer relationship intangible assets. The Company engaged third-party valuation specialists and used industry accepted valuation models and criteria that were reviewed and approved by various levels of management.

The Company assessed the fair value of the Beyond Yoga® reporting unit as of the test date, May 27, 2024, using the discounted cash flow method under the income approach, utilizing estimated cash flows and a terminal value, discounted at a rate of return that reflects the relative risk of the cash flows. As a result of this assessment, the Company concluded that the carrying value of the Beyond Yoga® reporting unit exceeded the estimated fair value by $36.3 million, which was recorded as a noncash impairment charge to goodwill.

Prior to the assessment of the reporting unit, the Company concluded that the carrying values of the trademark and customer relationship intangible assets exceeded their estimated fair values. The trademark fair value was determined using the relief-from-royalty method to utilize the discounted projected future cash flows. Based on this assessment, the Company recorded a $66.0 million noncash impairment charge related to the Beyond Yoga® trademark. The customer relationship intangible assets fair values were determined using the multi-period excess earnings and distributor methods under the income approach. Based on these assessments, the Company recorded a $9.1 million noncash impairment charge related to the customer relationship intangible assets.

The significant assumptions used in the assessment of the fair value of the reporting unit included revenue growth rates, profit margins, operating expenses, capital expenditures, terminal value and a discount rate. The significant assumptions used in the assessment of the fair value of the trademark intangible asset included revenue growth rates, a discount rate and a royalty rate. The significant assumptions used in the assessment of the customer relationship intangible assets included revenues from existing customers and discount rates.

Total impairment charges for the year ended December 1, 2024 were $111.4 million and were recorded within "Goodwill and other intangible asset impairment charges" on the consolidated statements of income. During 2024, the Company appointed new Beyond Yoga® executive management and implemented a new strategic plan for growth and expansion, resulting in an adverse impact on expected cash flows.

2023 Impairment Testing

During the fourth quarter of 2023, the Company elected to perform a qualitative assessment for the goodwill in certain of our reporting units and indefinite-lived intangible assets. This qualitative assessment included the review of certain macroeconomic factors and entity-specific qualitative factors to determine if it was more-likely-than-not that the fair values of our reporting units and indefinite-lived intangible assets were below carrying value. The assessments did not determine that it was more-likely-than-not that the fair value of the reporting units and indefinite-lived intangible assets were below their respective carrying values.

During the third quarter of 2023, as part of the Company's annual review of the Beyond Yoga® reporting unit, the Company elected to perform a single step quantitative impairment test on the goodwill and indefinite-lived intangible assigned to the Beyond Yoga® reporting unit. The Company engaged third-party valuation specialists and used industry accepted valuation models and criteria that were reviewed and approved by various levels of management. The Company assessed the fair value of the Beyond Yoga® reporting unit as of the test date, May 29, 2023, using the discounted cash flow method under the income approach, utilizing estimated cash flows and a terminal value, discounted at a rate of return that reflects the relative risk of the cash flows. The significant assumptions used in the assessment of the reporting unit include revenue growth rates, profit margins, operating expenses, capital expenditures, terminal value and a discount rate. As a result of this assessment, the Company concluded that the carrying value of the Beyond Yoga® reporting unit exceeded the estimated fair value by $75.4 million, which was recorded as a noncash impairment charge to goodwill.

Prior to the assessment of the reporting unit, the Company concluded that the carrying value of the trademark intangible asset exceeded its estimated fair value, which was determined using the relief-from-royalty method. The significant assumptions used in the assessment of the trademark intangible asset include revenue growth rates, a discount rate and a royalty rate. Based on this assessment, the Company recorded a $14.8 million noncash impairment charge related to the Beyond Yoga® trademark.

Total impairment charges for the year ended November 26, 2023 were $90.2 million and were recorded within "Goodwill and other intangible asset impairment charges" on the consolidated statements of income. The impairment is due to incremental investments in the brand and team, and disciplined expansion in response to the current macroeconomic conditions, resulting in an adverse impact on expected cash flows, as well as an increase in discount rates.

2022 Impairment Testing

In the second quarter of 2022, as a result of the Russia-Ukraine crisis, the Company reviewed the goodwill assigned to its Russia business for impairment and recorded $11.6 million of non-cash impairment charges within Goodwill and other intangible impairment charges on the consolidated statements of income.

For 2022, the Company elected to perform a qualitative assessment for the goodwill in certain of our reporting units and indefinite-lived intangible assets. This qualitative assessment included the review of certain macroeconomic factors and entity-specific qualitative factors to determine if it was more-likely-than-not that the fair values of our reporting units and indefinite-lived intangible assets were below carrying value. For certain of our reporting units and indefinite-lived intangible assets, including Beyond Yoga®, a quantitative assessment was performed during the third and fourth quarters of 2022. The Company engaged third-party valuation specialists and used industry accepted valuation models and criteria that were reviewed and approved by various levels of management. The assessments did not determine that it was more-likely-than-not that the fair value of the reporting units and indefinite-lived intangible assets were below their respective carrying values.

Amortization Expense

Customer relationships and other are amortized over five to eleven years. Amortization expense for the years ended December 1, 2024, November 26, 2023 and November 27, 2022 was $4.8 million, $4.4 million and $4.3 million, respectively.

Estimated amortization expense for each of the next five years is as follows:

	December 1, 2024
	(Dollars in millions)
2025	$ 3.5
2026	3.3
2027	2.5
2028	2.5
2029	2.5
Thereafter	4.4
Total	$ 18.7

NOTE 4: FAIR VALUE OF FINANCIAL INSTRUMENTS

The following table presents the Company's financial instruments that are carried at fair value:

	December 1, 2024			November 26, 2023		
		Fair Value Estimated Using			Fair Value Estimated Using	
	Fair Value	Level 1 Inputs[1]	Level 2 Inputs[2]	Fair Value	Level 1 Inputs[1]	Level 2 Inputs[2]
	(Dollars in millions)					
Financial assets carried at fair value						
Rabbi trust assets	$ 95.4	$ 95.4	$ —	$ 78.7	$ 78.7	$ —
Derivative instruments[3]	17.6	—	17.6	13.8	—	13.8
Total	$ 113.0	$ 95.4	$ 17.6	$ 92.5	$ 78.7	$ 13.8
Financial liabilities carried at fair value						
Derivative instruments[3]	9.5	—	9.5	9.1	—	9.1
Total	$ 9.5	$ —	$ 9.5	$ 9.1	$ —	$ 9.1

(1) Fair values estimated using Level 1 inputs are inputs which consist of quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date. Rabbi trust assets consist of marketable equity securities. See Note 8 for more information on Rabbi trust assets.

(2) Fair values estimated using Level 2 inputs are inputs, other than quoted prices, that are observable for the asset or liability, either directly or indirectly and include among other things, quoted prices for similar assets or liabilities in markets that are active or inactive as well as inputs other than quoted prices that are observable. For forward foreign exchange contracts, inputs include foreign currency exchange and interest rates and, where applicable, credit default swap prices.

(3) The Company's cash flow hedges are subject to International Swaps and Derivatives Association, Inc. master agreements. These agreements permit the net settlement of these contracts on a per-institution basis. Refer to Note 5 for more information.

The following table presents the carrying value, including related accrued interest, and estimated fair value of the Company's financial instruments that are carried at adjusted historical cost:

	December 1, 2024		November 26, 2023	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
	(Dollars in millions)			
Financial liabilities carried at adjusted historical cost				
3.375% senior notes due 2027[1]	$ 502.5	$ 498.1	$ 518.3	$ 500.2
3.50% senior notes due 2031[1]	499.6	440.8	498.7	407.2
Short-term borrowings	5.5	5.5	12.6	12.6
Total	$ 1,007.6	$ 944.4	$ 1,029.6	$ 920.0

(1) Fair values are estimated using Level 2 inputs and incorporate mid-market price quotes. Level 2 inputs are inputs other than quoted prices, that are observable for the liability, either directly or indirectly and include among other things, quoted prices for similar liabilities in markets that are active or inactive as well as inputs other than quoted prices that are observable.

NOTE 5: DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES

As of December 1, 2024, the Company had forward foreign exchange contracts derivatives to buy $756.1 million and to sell $618.4 million in various foreign currencies. These contracts are at various exchange rates and expire at various dates through February 2026.

The table below provides data about the carrying values of derivative instruments and non-derivative instruments:

	December 1, 2024			November 26, 2023		
	Assets	(Liabilities)		Assets	(Liabilities)	
	Carrying Value	Carrying Value	Derivative Net Carrying Value	Carrying Value	Carrying Value	Derivative Net Carrying Value
	(Dollars in millions)					
Derivatives designated as hedging instruments						
Foreign exchange risk cash flow hedges[1]	$ 15.6	$ —	$ 15.6	$ 6.0	$ —	$ 6.0
Foreign exchange risk cash flow hedges[2]	—	(4.7)	(4.7)	—	(7.1)	(7.1)
Total	$ 15.6	$ (4.7)		$ 6.0	$ (7.1)	
Derivatives not designated as hedging instruments						
Forward foreign exchange contracts[1]	$ 17.6	$ (15.6)	$ 2.0	$ 13.8	$ (6.0)	$ 7.8
Forward foreign exchange contracts[2]	4.7	(9.5)	(4.8)	7.1	(9.1)	(2.0)
Total	$ 22.3	$ (25.1)		$ 20.9	$ (15.1)	
Non-derivatives designated as hedging instruments						
Euro senior notes	$ —	$ (500.9)		$ —	$ (517.8)	

(1) Included in “Other current assets” or “Other non-current assets” on the Company’s consolidated balance sheets.

(2) Included in “Other accrued liabilities” or “Other long-term liabilities” on the Company’s consolidated balance sheets.

The Company's over-the-counter forward foreign exchange contracts are subject to International Swaps and Derivatives Association, Inc. master agreements. These agreements permit the net-settlement of these contracts on a per-institution basis; however, the Company records the fair value on a gross basis on its consolidated balance sheets based on maturity dates, including those subject to master netting arrangements.

The table below presents the gross and net amounts of these contracts recognized on the Company's consolidated balance sheets by type of financial instrument:

	December 1, 2024			November 26, 2023		
	Gross Amounts of Assets / (Liabilities) Presented in the Balance Sheet	Gross Amounts Not Offset in the Balance Sheet	Net Amounts of Assets / (Liabilities)	Gross Amounts of Assets / (Liabilities) Presented in the Balance Sheet	Gross Amounts Not Offset in the Balance Sheet	Net Amounts of Assets / (Liabilities)
	(Dollars in millions)					
Foreign exchange risk contracts and forward foreign exchange contracts						
Financial assets	$ 37.9	$ (11.0)	$ 26.9	$ 26.9	$ (13.1)	$ 13.8
Financial liabilities	(29.9)	11.0	(18.9)	(22.2)	13.1	(9.1)
Total			$ 8.0			$ 4.7

The table below provides data about the amount of gains and losses related to derivative instruments and non-derivative instruments designated as cash flow and net investment hedges included in “Accumulated other comprehensive loss” (“AOCL”) on the Company’s consolidated balance sheets, and in “Other (expense) income, net” in the Company’s consolidated statements of income:

	Amount of (Loss) Gain Recognized in AOCL (Effective Portion)		Amount of (Loss) Gain Reclassified from AOCL into Net Income[1]		
			Year Ended		
	As of December 1, 2024	As of November 26, 2023	December 1, 2024	November 26, 2023	November 27, 2022
			(Dollars in millions)		
Foreign exchange risk contracts	$ 10.2	$ (15.0)	$ (17.8)	$ 21.1	$ 20.8
Realized forward foreign exchange swaps[2]	4.6	4.6	—	—	—
Yen-denominated Eurobonds	(19.8)	(19.8)	—	—	—
Euro-denominated senior notes	(13.8)	(30.8)	—	—	—
Cumulative income taxes	9.8	19.0	—	—	—
Total	$ (9.0)	$ (42.0)			

(1) Amounts reclassified from AOCL were classified as net revenues or costs of goods sold on the consolidated statements of income.

(2) Prior to 2006, the Company used foreign exchange currency swaps to hedge the net investment in its foreign operations. For hedges that qualified for hedge accounting, the net gains were included in AOCL and are not reclassified to earnings until the related net investment position has been liquidated.

There was no hedge ineffectiveness for the year ended December 1, 2024. Within the next 12 months, $9.8 million of gains from cash flow hedges are expected to be reclassified from AOCL into net income.

The table below presents the effects of the Company's cash flow hedges of foreign exchange risk contracts on the consolidated statements of income:

	Year ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions)		
Amount of (loss) gain on Cash Flow Hedge Activity:			
Net revenues	$ (5.6)	$ 1.0	$ (1.3)
Cost of goods sold	(12.2)	20.1	22.1

The table below provides data about the amount of gains and losses related to derivative instruments included in “Other (expense) income, net” in the Company’s consolidated statements of income:

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions)		
Forward foreign exchange contracts:			
Realized (loss) gain[(1)]	$ (15.1)	$ 23.1	$ (18.9)
Unrealized (loss) gain	(6.8)	1.6	11.3
Total	$ (21.9)	$ 24.7	$ (7.6)

(1) The realized loss in fiscal year 2024 is primarily driven by the settlement of contracts on various currencies, mainly due to losses from buying the Euro and Mexican Peso where the U.S. Dollar strengthened against original contract rates. The realized gain in fiscal year 2023 is primarily driven by the settlement of contracts to buy or sell the Euro where the U.S. Dollar weakened against the original contract rates. The realized loss in fiscal year 2022 is primarily driven by the settlement of contracts on various currencies, mainly the Euro, as a result of the U.S. Dollar strengthening throughout the year against original contract rates. The realized gain (loss) is included in “Other, net” under cash flows from operating activities on the Company’s consolidated statements of cash flows.

NOTE 6: OTHER ACCRUED LIABILITIES

The following table presents the Company's other accrued liabilities:

	December 1, 2024	November 26, 2023
	(Dollars in millions)	
Other accrued liabilities		
Accrued non-trade payables	$ 188.9	$ 177.7
Restructuring liabilities	69.8	16.6
Taxes other than income taxes payable	69.0	63.3
Accrued property, plant and equipment	65.4	59.6
Accrued advertising and promotion	64.1	44.7
Accrued income taxes	40.3	41.8
Fair value derivatives	9.5	9.1
Accrued rent	9.2	9.9
Accrued interest payable	8.3	8.2
Short-term debt	5.5	12.5
Other	136.2	126.0
Total other accrued liabilities	$ 666.2	$ 569.4

NOTE 7: DEBT

The following table presents the Company's debt:

	December 1, 2024	November 26, 2023
	(Dollars in millions)	
Long-term debt		
3.375% senior notes due 2027	$ 498.8	$ 514.9
3.50% senior notes due 2031	495.2	494.5
Total long-term debt	$ 994.0	$ 1,009.4
Short-term debt		
Short-term borrowings	5.5	12.5
Total debt	$ 999.5	$ 1,021.9

Senior Revolving Credit Facility

The Company is a party to a Second Amended and Restated Credit Agreement (as amended prior to the November 2024 amendment described below, the "2022 Credit Agreement" and, as amended by the November 2024 amendment, the "Credit Agreement") that provides for a senior secured revolving credit facility (the "Credit Facility"). The Credit Facility is an asset-based facility, in which the borrowing availability is primarily based on the value of the U.S. Levi's® trademarks and the levels of certain eligible cash, accounts receivable and inventory in the United States and Canada.

In November 2024, the Company amended the Credit Facility under a new agreement, Amendment No. 8 to the Second Amended and Restated Credit Agreement dated as of November 8, 2024 (the "Credit Agreement Amendment"). The Credit Agreement Amendment leaves the material terms of the 2022 Credit Agreement substantially unchanged, with the exception that the maturity date was extended to November 8, 2029. The guarantees and security interest grants, covenants, and events of default of the 2022 Credit Agreement have not been materially changed as a result of the Credit Agreement Amendment. Costs of $4.6 million associated with Credit Agreement Amendment, representing underwriting fees and other expenses, were

capitalized and will be amortized to interest expense over the term of the agreement.

Availability, interest and maturity. The maximum availability under the Credit Facility is $1.0 billion, of which $950.0 million is available to the Company for revolving loans in U.S. Dollars and $50.0 million is available to the Company for revolving loans in either U.S. or Canadian Dollars. The facility has an accordion feature which, if exercised, can expand the maximum availability to $1.15 billion. Subject to the availability under the borrowing base, the Company may make and repay borrowings from time to time until the maturity of the Credit Facility. The Company may make voluntary prepayments of borrowings at any time and must make mandatory prepayments if certain events occur. Of the maximum availability of $1.0 billion, the U.S. Levi's® trademarks are deemed to add the lesser of (i) $350.0 million and (ii) 65% of the net orderly liquidation value of such trademarks to the borrowing base until removed from the Credit Facility collateral pursuant to the terms thereof. Upon the maturity date of November 8, 2029, all of the obligations outstanding under the Credit Facility become due. The interest rate for borrowings under the Credit Facility is an adjusted SOFR (SOFR plus 10 basis points) plus 125-175 basis points, depending on borrowing base availability, and the rate for undrawn availability is 20 basis points.

The Company's unused availability under its Credit Facility was $803.0 million at December 1, 2024, as total availability of $823.8 million, based on the collateral levels discussed above, was reduced by $18.1 million of stand-by letters of credit and by $2.7 million of other credit-related instruments. The Company has stand-by letters of credit with various international banks under the Credit Facility serving as guarantees to cover U.S. workers' compensation claims and working capital requirements for certain subsidiaries, primarily in India.

The Credit Agreement also provides that the Company may incur additional secured indebtedness on assets other than the collateral of the Credit Facility up to the greater of (i) $1.6 billion in the aggregate and (ii) an amount that would not cause the Company's secured leverage ratio (as defined in the Credit Agreement) to exceed 3.25 to 1.00, in each case if certain conditions are met.

Guarantees and security. The Company's obligations under the Credit Agreement are guaranteed by certain domestic subsidiaries. The obligations under the Credit Agreement are secured by specified domestic assets, including certain U.S. trademarks associated with the Levi's® brand and accounts receivable, goods and inventory in the United States. Additionally, the obligations of Levi Strauss & Co. (Canada) Inc. under the Credit Agreement are secured by Canadian accounts receivable, goods, inventory and other Canadian assets. The lien on the U.S. Levi's® trademarks and related intellectual property may be released at the Company's discretion subject to certain conditions, and such release would reduce the borrowing base.

Covenants. The Credit Agreement contains customary covenants restricting the Company's activities, as well as those of the Company's subsidiaries, including limitations on the ability to sell assets, engage in mergers, or other fundamental changes, enter into capital leases or certain leases not in the ordinary course of business, enter into transactions involving related parties or derivatives, incur or prepay indebtedness, grant liens or negative pledges on the Company's assets, make loans or other investments, pay dividends or repurchase stock or other securities, guarantee third-party obligations, engage in sale leasebacks and make changes in the Company's corporate structure. There are exceptions to these covenants, and some are only applicable when unused availability falls below specified thresholds. In addition, the Credit Agreement includes, as a financial covenant, a springing fixed charge coverage ratio of 1.0 to 1.0, which arises when availability falls below a specified threshold. As of December 1, 2024, the Company was in compliance with these covenants.

Events of default. The Credit Agreement contains customary events of default, including payment failures, breaches of representations and warranties, failure to comply with covenants, failure to satisfy other obligations under the Credit Agreement or related documents, defaults in respect of other indebtedness, bankruptcy, insolvency and inability to pay debts when due, material judgments, pension plan terminations or specified underfunding, substantial stock ownership changes, failure of certain provisions of any guarantee or security document supporting the Credit Facility to be in full force and effect, change of control and specified changes in the composition of the board of directors. The cross-default provisions in the Agreement apply if a default occurs on other indebtedness of the Company or the guarantors in excess of $50.0 million and the applicable grace period in respect of the indebtedness has expired, such that the lenders of or trustee for the defaulted indebtedness have the right to accelerate. If an event of default occurs under the Credit Agreement, subject to any applicable grace period, the lenders may terminate their commitments, declare immediately payable all borrowings under the Credit Facility and foreclose on the collateral.

Senior Notes due 2027

Principal, interest and maturity. In February 2017, the Company issued €475.0 million in aggregate principal amount of 3.375% senior notes due 2027 (the "Senior Notes due 2027") to qualified institutional buyers and to purchasers outside the United States, which were later exchanged for new notes in the same principal amount with substantially identical terms, except that the new notes were registered under the Securities Act of 1933, as amended. The Senior Notes due 2027 will mature on March 15, 2027. Interest on the Senior Notes due 2027 is payable semi-annually in arrears on March 15 and September 15.

Ranking. The Senior Notes due 2027 are not guaranteed by any of the Company's subsidiaries and are unsecured obligations. Accordingly, they:

- rank equal in right of payment with all of the Company's other existing and future unsecured and unsubordinated debt;
- rank senior in right of payment to the Company's future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the Senior Notes due 2027;
- are effectively subordinated in right of payment to all of the Company's existing and future senior secured debt and other obligations (including the Credit Facility) to the extent of the value of the collateral securing such debt; and
- are structurally subordinated to all obligations of each of the Company's subsidiaries.

Optional redemption. The Company may redeem some or all of the Senior Notes due 2027, at once or over time, at redemption prices specified in the indenture governing the Senior Notes due 2027, or the 2027 indenture, plus accrued and unpaid interest, if any, to the date of redemption.

Mandatory redemption, offer to purchase and open market purchases. The Company is not required to make any sinking fund payments with respect to the Senior Notes due 2027. However, under certain circumstances in the event of an asset sale or as described under "Change of Control" below, the Company may be required to offer to purchase the Senior Notes due 2027. The Company may from time to time purchase the Senior Notes due 2027 in the open market or otherwise.

Covenants. The 2027 indenture contains covenants that limit, among other things, the Company's and certain of the Company's subsidiaries' ability to incur additional debt, pay dividends or make other restricted payments, consummate specified asset sales, enter into transactions with affiliates and incur liens, and that impose restrictions on the ability of its subsidiaries to pay dividends or make payments to the Company and its restricted subsidiaries, merge or consolidate with another person, and sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of the Company's assets or the assets of its restricted subsidiaries. The 2027 indenture provides for customary events of default (subject in certain cases to customary grace and cure periods), which include nonpayment of principal, premium or interest, breach of covenants, payment defaults or acceleration of certain other indebtedness, a failure to pay certain judgments and certain events of bankruptcy and insolvency. Generally, if an event of default occurs, the trustee under the 2027 indenture or the holders of at least 25% in principal amount of the then outstanding Senior Notes due 2027 may declare all the Senior Notes due 2027 to be due and payable immediately. As of December 1, 2024, the Company was in compliance with these covenants.

Change of control. Upon the occurrence of a change in control (as defined in the 2027 indenture), each holder of the Senior Notes due 2027 may require the Company to repurchase all or a portion of the Senior Notes due 2027 in cash at a price equal to 101% of the principal amount of the Senior Notes due 2027 to be repurchased, plus accrued and unpaid interest, if any, to the date of purchase.

Senior Notes due 2031

Principal, interest, and maturity. In February 2021, the Company issued $500.0 million in aggregate principal amount of 3.50% senior notes due 2031 (the "Senior Notes due 2031") to qualified institutional buyers and to purchasers outside the United States. The Senior Notes due 2031 are unsecured obligations that rank equally with all of the Company's other existing and future unsecured and unsubordinated debt and will mature on March 1, 2031. Interest on the notes is payable semi-annually in arrears on March 1 and September 1, commencing on September 1, 2021. Costs associated with the issuance of the notes, representing underwriting fees and other expenses, were capitalized and will be amortized to interest expense over the term of the notes.

Ranking. The Senior Notes due 2031 are not guaranteed by any of the Company's subsidiaries and are unsecured obligations. Accordingly, they:

- rank equal in right of payment with all of the Company's other existing and future unsecured and unsubordinated debt;
- rank senior in right of payment to the Company's future debt and other obligations that are, by their terms, expressly subordinated in right of payment to the Senior Notes due 2031;
- are effectively subordinated in right of payment to all of the Company's existing and future senior secured debt and other obligations (including the Credit Facility) to the extent of the value of the collateral securing such debt; and
- are structurally subordinated to all obligations of each of the Company's subsidiaries.

Optional redemption. The Company may redeem up to 40% of the original aggregate principal amount of the Senior Notes due 2031 prior to March 1, 2026, at a price equal to 103.5% of the principal amount, plus accrued and unpaid interest, if any, to the date of redemption, and a "make-whole" premium. On or after March 1, 2026, the Company may redeem some or all of the Senior Notes due 2031, at once or over time, at redemption prices specified in the indenture governing the Senior Notes due 2031, plus accrued and unpaid interest, if any, to the date of redemption.

Mandatory redemption, Offer to Purchase and Open Market Purchases. The Company is not required to make any sinking fund payments with respect to the Senior Notes due 2031. However, under certain circumstances in the event of an asset sale or as described under "Change of Control" below, the Company may be required to offer to purchase the Senior Notes due 2031. The Company may from time to time purchase the Senior Notes due 2031 in the open market or otherwise.

Covenants. The indenture contains covenants that limit, among other things, the Company's and certain of the Company's subsidiaries' ability to incur liens, other than permitted liens, the Company's subsidiaries' ability to incur additional debt, and the Company's ability to merge or consolidate with another person, and sell, assign, transfer, lease convey or otherwise dispose of all or substantially all of the Company's assets or the assets or its subsidiaries. The indenture provides for customary events of default (subject in certain cases to customary grace and cure periods), which include payment failures, failure to comply with covenants, failure to satisfy other obligations under the agreement or related documents, defaults in respect of other indebtedness, bankruptcy, insolvency and ability to pay debts when due, material judgments, pension plan terminations or specified underfunding, and substantial stock ownership changes. Generally, if an event of default occurs, the trustee under the indenture or holders of the Senior Notes due 2031 may declare all the Senior Notes due 2031 to be due and payable immediately. As of December 1, 2024, the Company was in compliance with these covenants.

Change of control. Upon the occurrence of a change in control triggering event (as defined in the 2031 indenture), unless the Company has exercised its right, if any, to redeem the Notes in full, each holder of the Senior Notes due 2031 may require the Company to repurchase all or a portion of the Senior Notes due 2031 in cash at a price equal to 101% of the principal amount of the Senior Notes due 2031 to be repurchased, plus accrued and unpaid interest, if any, to the date of purchase.

Short-term Borrowings

Short-term borrowings consist of term loans and revolving credit facilities at various foreign subsidiaries that the Company expects to either pay over the next 12 months or refinance at the end of their applicable terms. Certain of these borrowings are guaranteed by stand-by letters of credit issued under the Credit Facility. Short-term borrowings are included in other accrued liabilities in the consolidated balance sheets.

Principal Payments on Debt

The table below sets forth, as of December 1, 2024, the Company's required aggregate short-term and long-term debt principal payments:

	(Dollars in millions)
2025	$ 5.5
2026	—
2027	500.9
2028	—
2029	—
Thereafter	500.0
Total future debt principal payments	$ 1,006.4

Interest Rates on Borrowings

The Company’s weighted-average interest rate on average borrowings outstanding during fiscal year 2024, 2023 and 2022 was 4.01%, 4.20% and 3.96%, respectively. The weighted-average interest rate on average borrowings outstanding includes the amortization of capitalized issuance costs, including underwriting fees and other expenses, and excludes interest on obligations to participants under deferred compensation plans.

Dividends and Restrictions

The terms of the indentures relating to the Company's unsecured notes and its Credit Facility contain covenants that restrict the Company's ability to pay dividends to its stockholders. For information about the Company's dividend payments, see Note 13. As of December 1, 2024, and at the time dividends were paid, the Company met the requirements of its debt instruments.

Subsidiaries of the Company that are not wholly-owned subsidiaries and that are “restricted subsidiaries” under the Company’s indentures are permitted under the indentures to pay dividends to all stockholders either on a pro rata basis or on a basis that results in the receipt by the Company or a restricted subsidiary that is the parent of the restricted subsidiary of dividends or distributions of greater value than it would receive on a pro rata basis.

The terms of the indentures relating to the Company's unsecured notes and its Credit Facility contain covenants that restrict (in each case subject to certain exceptions) the Company or any restricted subsidiary from entering into any arrangements that would restrict the payment of dividends or of any obligation owed by the restricted subsidiary to the Company or any other restricted subsidiary, the making of any loans or advances to the Company or any other restricted subsidiary, or transferring any of its property to the Company or any other restricted subsidiary.

NOTE 8: BENEFITS

Employee Savings and Investment Plan

The Company's Employee Savings and Investment Plan ("ESIP") is a qualified plan that covers eligible U.S. payroll employees. The Company matches 125% of ESIP participant's contributions to all funds maintained under the qualified plan up to the first 6.0% of eligible compensation. Total amounts charged to expense for the Company's employee investment plans for the years ended December 1, 2024, November 26, 2023 and November 27, 2022, were $20.6 million, $20.6 million and $18.8 million, respectively.

Annual Incentive Plan

The Annual Incentive Plan ("AIP") provides a cash bonus that is earned based upon the Company's business unit and consolidated financial results as measured against pre-established internal targets and upon the performance and job level of the individual. Total amounts charged to expense for this plan for the years ended December 1, 2024, November 26, 2023, and November 27, 2022 were $113.2 million, $73.7 million and $104.2 million, respectively. Total amounts accrued for this plan as of December 1, 2024, and November 26, 2023 were $100.5 million and $65.8 million, respectively.

Pension Plans

Deferred compensation plans. The Company has non-qualified deferred compensation plans for executives and outside directors. These plans, which the Company considers unfunded pension plans, allows for participants to defer a portion of their compensation and, at the Company's sole discretion, to receive matching contributions for a portion of the deferred amounts. The deferred compensation plan obligations are payable in cash upon retirement, termination of employment and/or limited other times in a lump-sum distribution or in installments, as elected by the participant in accordance with the plan. The plan obligations are measured at an estimate of the benefits to which the employee is entitled if the employee separates immediately. Participants earn a return, or may incur losses, on their deferred compensation based on their selection of a hypothetical portfolio of publicly traded investments. The Company held marketable securities, which are general assets of the Company and are included in "Other non-current assets" on the Company's consolidated balance sheets, of $95.4 million and $78.7 million in an irrevocable grantor's Rabbi trust as of December 1, 2024 and November 26, 2023, respectively, related to the plans. Unrealized gains and losses on these marketable equity securities are reported as a component of Other (expense) income, net in the Company's consolidated statement of income.

For the years ended December 1, 2024 and November 26, 2023, hypothetical returns earned by the participants in deferred compensation plans resulted in the Company recognizing expense as a result of the change in value of the deferred compensation plans in the amount of $23.0 million and $9.2 million, respectively. During the year ended November 27, 2022, changes in the value of the deferred compensation plans resulted in the Company recognizing gains in the amount of $14.1 million. Effective as of the beginning of fiscal year 2023, the impact of changes in the value of the deferred compensation plans, which were previously incorrectly classified as Interest expense, have been classified as Other (expense) income, net. The Company evaluated the impact of the classification and concluded that the change in classification was not material to the prior year periods.

Deferred compensation plan liabilities were recognized in the Company's consolidated balance sheets as follows:

	December 1, 2024	November 26, 2023	November 27, 2022
		(Dollars in millions)	
Accrued salaries, wages and employee benefits	$ 13.1	$ 9.1	$ 5.6
Long-term employee related benefits	$ 104.8	$ 94.8	$ 94.0

Defined benefit pension plans. The Company has several non-contributory defined benefit retirement plans covering eligible employees. Plan assets are invested in a diversified portfolio of securities including stocks, bonds, cash equivalents and other alternative investments including real estate investment trust funds. Benefits payable under the plans are based on years of service, final average compensation, or both. The Company retains the right to amend, curtail or discontinue any aspect of the plans, subject to local regulations.

Postretirement plans. The Company maintains plans that provide postretirement benefits to eligible employees, principally health care, to substantially all U.S. retirees and their qualified dependents. These plans were established with the intention that they would continue indefinitely. However, the Company retains the right to amend, curtail or discontinue any aspect of the plans at any time. The plans are contributory and contain certain cost-sharing features, such as deductibles and coinsurance. The Company's policy is to fund postretirement benefits as claims and premiums are paid.

The following tables summarize activity of the Company's defined benefit pension plans and postretirement benefit plans:

	Pension Benefits		Postretirement Benefits	
	2024	2023	2024	2023
	(Dollars in millions)			
Change in benefit obligation:				
Benefit obligation at beginning of year	$ 769.4	$ 882.6	$ 39.2	$ 41.9
Service cost	2.6	2.8	—	—
Interest cost	39.7	39.9	2.0	2.0
Plan participants' contribution	0.5	0.6	3.7	3.5
Actuarial loss (gain)[1]	38.6	(38.2)	0.5	1.0
Net curtailment loss (gain)	(1.7)	—	—	—
Impact of foreign currency changes	(3.5)	4.5	—	—
Plan settlements[2]	(1.8)	(59.1)	—	—
Net benefits paid	(64.3)	(63.7)	(9.6)	(9.2)
Benefit obligation at end of year	$ 779.5	$ 769.4	$ 35.8	$ 39.2
Change in plan assets:				
Fair value of plan assets at beginning of year	739.4	838.5	—	—
Actual return on plan assets	84.3	7.3	—	—
Employer contribution	15.3	12.2	0.6	5.7
Plan participants' contributions	0.5	0.6	3.7	3.5
Plan settlements	(1.8)	(59.1)	—	—
Net transfer in (out)[3]	(5.3)	—	5.3	—
Impact of foreign currency changes	(1.6)	3.6	—	—
Net benefits paid	(64.3)	(63.7)	(9.6)	(9.2)
Fair value of plan assets at end of year	766.5	739.4	—	—
Unfunded status at end of year	$ (13.0)	$ (30.0)	$ (35.8)	$ (39.2)

(1) The 2024 actuarial losses compared to 2023 actuarial gains in the Company's pension benefit plans is primarily from changes in discount rate assumptions.

(2) In 2024 the curtailment and settlement was primarily related to pension plans outside of the U.S in connection with Project Fuel. In 2023, the Company used pension plan assets to purchase nonparticipating annuity contracts in order to transfer certain liabilities associated with its U.S. pension plan to an insurance company. As a result, the Company remeasured the U.S. pension plan, which resulted in a noncash pension settlement charge of $19.0 million recognized within Other (expense) income, net in the Company's consolidated statement of income and Other, net in the Company's consolidated statement of cash flows. Approximately $21.0 million of unrealized losses was reclassified from AOCL on the Company's consolidated balance sheets.

(3) In 2024, under an Internal Revenue Code Section 420 asset transfer, the Company used U.S. pension plan assets to offset the employer contribution for postretirement medical benefits paid during the year.

Amounts recognized in the Company's consolidated balance sheets as of December 1, 2024 and November 26, 2023, consist of the following:

	Pension Benefits		Postretirement Benefits	
	2024	2023	2024	2023
	(Dollars in millions)			
Unfunded status recognized on the balance sheet:				
Prepaid benefit cost[1]	$ 107.4	$ 87.6	$ —	$ —
Accrued benefit liability – current portion[2]	(10.3)	(10.3)	(5.0)	(5.6)
Accrued benefit liability – long-term portion[2]	(110.1)	(107.3)	(30.8)	(33.6)
	$ (13.0)	$ (30.0)	$ (35.8)	$ (39.2)
Accumulated other comprehensive loss:				
Net actuarial loss	$ (201.6)	$ (217.5)	$ —	$ 0.6
Net prior service benefit	—	0.1	—	—
	$ (201.6)	$ (217.4)	$ —	$ 0.6

(1) Included in “Other non-current assets” on the Company’s consolidated balance sheets.

(2) Included in “Accrued salaries, wages and employee benefits” or “Other long-term liabilities” on the Company’s consolidated balance sheets.

The accumulated benefit obligation for all defined benefit plans was $0.8 billion at both December 1, 2024 and November 26, 2023. Information for the Company's defined benefit plans with an accumulated or projected benefit obligation in excess of plan assets is as follows:

	Pension Benefits	
	2024	2023
	(Dollars in millions)	
Accumulated benefit obligations in excess of plan assets:		
Aggregate accumulated benefit obligation	$ 117.8	$ 115.2
Projected benefit obligations in excess of plan assets:		
Aggregate projected benefit obligation	$ 121.4	$ 118.6
Aggregate fair value of plan assets	1.0	0.9

The components of the Company's net periodic benefit cost were as follows:

	Pension Benefits			Postretirement Benefits		
	2024	2023	2022	2024	2023	2022
	(Dollars in millions)					
Net periodic benefit cost (income):						
Service cost	$ 2.6	$ 2.8	$ 3.9	$ —	$ —	$ —
Interest cost	39.7	39.9	22.5	2.0	2.0	0.9
Expected return on plan assets	(38.9)	(37.7)	(31.8)	—	—	—
Amortization of prior service benefit	(0.1)	(0.1)	—	—	—	—
Amortization of actuarial loss	8.0	8.9	8.5	—	—	0.3
Curtailment (gain)	(1.7)	—	—	—	—	—
Net settlement loss (gain)	1.0	18.9	(0.2)	—	—	—
Net periodic benefit cost	10.6	32.7	2.9	2.0	2.0	1.2
Changes in accumulated other comprehensive loss:						
Actuarial (gain) loss	(6.9)	(7.9)	(3.3)	0.5	1.0	(10.2)
Amortization of prior service benefit	0.1	0.1	—	—	—	—
Amortization of actuarial loss	(8.0)	(8.9)	(8.5)	—	—	(0.3)
Net settlement (loss) gain	(1.0)	(18.9)	0.2	—	—	—
Total recognized in accumulated other comprehensive loss	(15.8)	(35.6)	(11.6)	0.5	1.0	(10.5)
Total recognized in net periodic benefit cost and accumulated other comprehensive loss	$ (5.2)	$ (2.9)	$ (8.7)	$ 2.5	$ 3.0	$ (9.3)

Assumptions used in accounting for the Company's benefit plans were as follows:

	Pension Benefits			Postretirement Benefits		
	2024	2023	2022	2024	2023	2022
Weighted-average assumptions used to determine net periodic benefit cost:						
Discount rate	5.5%	5.0%	2.4%	5.6%	5.1%	2.4%
Expected long-term rate of return on plan assets	5.4%	4.8%	2.9%			
Rate of compensation increase	3.5%	3.6%	3.5%			
Weighted-average assumptions used to determine benefit obligations:						
Discount rate	5.0%	5.5%	5.0%	5.0%	5.6%	5.1%
Rate of compensation increase	3.5%	3.5%	3.6%			
Assumed health care cost trend rates were as follows:						
Health care trend rate assumed for next year				7.3%	7.0%	6.1%
Rate trend to which the cost trend is assumed to decline				4.0%	3.9%	4.0%
Year that rate reaches the ultimate trend rate				2047	2048	2046

For the Company's benefit plans, the discount rate used to determine the present value of the future pension and postretirement plan obligations was based on a yield curve constructed from a portfolio of high quality corporate bonds with

various maturities. Each year's expected future benefit payments are discounted to their present value at the appropriate yield curve rate, thereby generating the overall discount rate. The Company utilized a variety of country-specific third-party bond indices to determine the appropriate discount rates to use for the benefit plans of its foreign subsidiaries.

The Company bases the overall expected long-term rate of return on assets on anticipated long-term returns of individual asset classes and each pension plans' target asset allocation strategy based on current economic conditions. For the U.S. pension plan, the expected long-term returns for each asset class are determined through a mean-variance model to estimate 20-year returns for the plan.

Health care cost trend rate assumptions are not a significant input in the calculation of the amounts reported for the Company's postretirement benefits plans. A one percentage-point change in assumed health care cost trend rates would have no significant effect on the total service and interest cost components or on the postretirement benefit obligation.

Consolidated pension plan assets relate primarily to the U.S. pension plan. The Company utilizes the services of independent third-party investment managers to oversee the management of U.S. pension plan assets.

The Company's investment strategy is to invest plan assets in a diversified portfolio of domestic and international equity securities, fixed income securities and real estate and other alternative investments with the objective to provide a regular and reliable source of assets to meet the benefit obligation of the pension plans. Prohibited investments for the U.S. pension plan include certain privately placed or other non-marketable debt instruments, letter stock, commodities or commodity contracts and derivatives of mortgage-backed securities, such as interest-only, principal-only or inverse floaters. The current target allocation percentages for the Company's U.S. pension plan assets are 15% for equity securities and real estate with an allowable deviation of plus or minus 4% and 85% for fixed income securities with an allowable deviation of plus or minus 4%.

The fair values of the Company's pension plan assets by asset class are as follows:

	Year Ended December 1, 2024			
Asset Class	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(Dollars in millions)			
Cash and cash equivalents	$ 8.0	$ 8.0		$ —
Equity securities[1]				
U.S. large cap	46.0	—	46.0	—
U.S. small cap	5.9	—	5.9	—
International	63.6	—	63.6	—
Fixed income securities[2]	624.8	—	624.8	—
Other alternative investments				
Real estate[3]	14.7	—	14.7	—
Other[4]	3.5	—	3.5	—
Total investments at fair value	$ 766.5	$ 8.0	$ 758.5	$ —

	Year Ended November 26, 2023			
Asset Class	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
	(Dollars in millions)			
Cash and cash equivalents	$ 16.9	$ 16.9	$ —	$ —
Equity securities[1]				
U.S. large cap	42.3	—	42.3	—
U.S. small cap	5.3	—	5.3	—
International	62.8	—	62.8	—
Fixed income securities[2]	594.0	—	594.0	—
Other alternative investments				
Real estate[3]	14.0	—	14.0	—
Other[4]	4.1	—	4.1	—
Total investments at fair value	$ 739.4	$ 16.9	$ 722.5	$ —

(1) Primarily consist of equity index funds that track various market indices.

(2) Predominantly includes bond index funds that invest in long-term U.S. government and investment grade corporate bonds.

(3) Primarily consist of investments in U.S. Real Estate Investment Trusts.

(4) Primarily relates to accounts held and managed by a third-party insurance company for employee-participants in Belgium. Fair values are based on accumulated plan contributions plus a contractually-guaranteed return plus a share of any incremental investment fund profits.

The fair value of plan assets is composed of U.S. plan assets of $612.6 million and non-U.S. plan assets of $153.9 million. The fair values of the substantial majority of the equity, fixed income and real estate investments are based on the net asset value of commingled trust funds that passively track various market indices.

The Company's estimated future benefit payments to participants, which reflect expected future service, as appropriate are anticipated to be paid as follows:

	Pension Benefits	Postretirement Benefits	Deferred Compensation	Total
	(Dollars in millions)			
2025	$ 66.2	$ 5.4	$ 13.1	$ 84.7
2026	64.3	4.9	7.3	76.5
2027	62.5	4.4	5.7	72.6
2028	61.7	4.0	5.9	71.6
2029	61.6	3.7	6.9	72.2
2030-2034	289.6	13.6	34.5	337.7

At December 1, 2024, the Company's contributions to its pension plans for fiscal year 2025 are estimated to be $11.2 million.

NOTE 9: STOCK-BASED INCENTIVE COMPENSATION PLANS

The Company recognized stock-based compensation expense of $70.7 million, $72.7 million and $63.6 million, and related income tax benefits of $17.2 million, $17.3 million and $15.3 million, respectively, for the years ended December 1, 2024, November 26, 2023 and November 27, 2022, respectively. As of December 1, 2024, there was $77.7 million of total unrecognized compensation cost related to unvested equity awards, which cost is expected to be recognized over a weighted-average period of 2.1 years. No stock-based compensation cost has been capitalized in the consolidated financial statements.

2016 Equity Incentive Plan

Prior to the IPO in March 2019, the Company granted awards under the 2016 Equity Incentive Plan (the "2016 Plan"), which provided for the granting of a variety of stock awards, including stock options, restricted stock, restricted stock units ("RSUs"), stock appreciation rights ("SARs") and cash or equity settled awards to certain employees and non-employee directors. The maximum number of shares of common stock authorized for issuance under the 2016 Plan was 80.0 million shares. Upon completion of the IPO, shares that remained available for future grants under the 2016 Plan ceased to be available and the Company's 2019 Equity Incentive Plan (the "2019 Plan") became effective. Awards granted before the IPO remain outstanding according to the plan's terms. Outstanding awards under the 2016 Plan are issuable as Class B common stock and can be voluntarily converted to Class A common stock and sold to the public.

2019 Equity Incentive Plan

In March 2019, in connection with the IPO, the Company's stockholders adopted the 2019 Plan which provides for the grant of a variety of stock awards, including stock options, restricted stock, RSUs, SARs, and cash or equity settled awards to certain employees and non-employee directors. The maximum number of shares of Class A common stock authorized for issuance under the 2019 Plan is 40.0 million shares. At December 1, 2024, there were 18.0 million shares of Class A common stock available for future grants under the 2019 Plan.

2019 Employee Stock Purchase Plan

In March 2019, in connection with the IPO, the Company's stockholders adopted the Company's 2019 Employee Stock Purchase Plan (the "2019 ESPP"), which permits participants to purchase a total of 12.0 million shares of the Company's Class A common stock through payroll deductions of up to 10% of their earnings, subject to automatic annual increases. Unless otherwise determined by the administrator, the purchase price of the shares will be 85% of the fair market value of the Class A common stock on the date of purchase. At December 1, 2024, there were 9.5 million shares of Class A common stock available for issuance under the 2019 ESPP. The ESPP did not have a material impact on the consolidated financial statements in fiscal year 2024.

Shares of common stock associated with the above plans will be issued from the Company's authorized but unissued shares and are subject to the Stockholders' Agreement that governs all shares.

Under the 2016 Plan and 2019 Plan, stock awards have a maximum contractual term of ten years, and if applicable, must have an exercise price at least equal to the fair market value of the Company's common stock on the grant date. Awards generally vest according to terms determined at the time of grant, or as otherwise determined by the board of directors in its discretion.

Upon the exercise of a stock-settled SAR, the participant will receive shares of common stock. The number of shares of common stock issued per SAR unit exercised is equal to the excess of (i) the per-share fair market value of the Company's common stock on the date of exercise, over (ii) the exercise price of the SAR.

Stock-settled RSUs which may include service, performance or market conditions are issued to certain employees. Each stock-settled RSU is converted to a share of common stock upon vesting and does not have pre-vesting "dividend equivalent rights".

Non-employee members of the board of directors receive RSUs annually. The RSUs additionally have "dividend equivalent rights" of which dividends paid by the Company on its common stock are credited by the equivalent addition of RSUs.

Equity Awards

SARs. The Company grants SARs to the Company's senior executives. SARs with service conditions ("Service SARs") vest from three-and-a-half to four years, and have maximum contractual lives of ten years. Service SARs activity during the year ended December 1, 2024 was as follows:

	Service SARs			
	Units	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
	(Units in thousands and dollars in millions, except weighted-average exercise price)			
Outstanding at November 26, 2023	7,559	$ 14.80	5.5	
Granted	877	16.73		
Exercised	(2,156)	9.19		
Forfeited	(30)	18.98		
Outstanding at December 1, 2024	6,250	$ 16.99	6.6	
Vested and expected to vest at December 1, 2024	6,243	$ 16.99	6.6	$ 9.0
Exercisable at December 1, 2024	3,424	$ 16.63	5.3	$ 6.8

SARs with performance or market conditions ("Performance SARs") were granted prior to fiscal 2017 and there were no units outstanding as of the beginning of fiscal 2024.

The aggregate intrinsic values are calculated as the difference between the exercise price of the underlying SARs and the fair value of the Company's common stock that were in-the-money at that date.

	December 1, 2024	November 26, 2023	November 27, 2022
		(Dollars in millions)	
Aggregate intrinsic value of Service SARs exercised during the year	$ 19.5	$ 6.9	$ 6.4
Aggregate intrinsic value of Performance SARs exercised during the year	$ —	$ 28.9	$ 2.9

Unrecognized future compensation costs as of December 1, 2024 of $8.3 million for Service SARs are expected to be recognized over a weighted-average period of 2.1 years.

The weighted-average grant date fair value of SARs was estimated using the Black-Scholes option valuation model. The weighted-average grant date fair values and corresponding weighted-average assumptions used in the Black-Scholes option valuation model were as follows:

	Service SARs Granted		
	2024	2023	2022
Weighted-average grant date fair value	$ 6.62	$ 6.58	$ 8.49
Weighted-average assumptions:			
Expected life (in years)	7.2	7.0	7.1
Expected volatility	46.2 %	48.0 %	46.7 %
Risk-free interest rate	4.0 %	3.8 %	1.7 %
Expected dividend	2.9 %	2.9 %	1.9 %

RSUs. The Company grants RSUs to the Company's senior executives and to select levels of the Company's management. RSUs with service conditions ("Service RSUs") granted vest in four annual equal installments of 25% beginning on the first anniversary of the date granted subject to continued employment. RSUs with performance or market conditions ("Performance RSUs") vest at varying unit amounts, up to 200% of those awarded, based on the attainment of certain three-year cumulative performance goals over a three-year performance period subject to continued employment. Service and Performance RSU activity during the year ended December 1, 2024 was as follows:

	Service RSUs			Performance RSUs		
	Units	Weighted-Average Grant Date Fair Value	Weighted-Average Remaining Contractual Life (Years)	Units	Weighted-Average Grant Date Fair Value	Weighted-Average Remaining Contractual Life (Years)
	(Units in thousands)					
Outstanding at November 26, 2023	5,631	$ 17.69	2.3	2,948	$ 21.83	1.6
Granted	2,970	15.86		1,181	17.51	
Vested	(2,161)	17.92		(504)	27.29	
Performance adjustment	—	—		(156)	27.27	
Forfeited	(971)	16.77		(263)	18.89	
Outstanding at December 1, 2024	5,469	$ 16.78	2.3	3,206	$ 19.19	1.7

The total fair value of Service RSU awards vested during 2024, 2023 and 2022 was $36.7 million, $33.0 million and $38.0 million, respectively. The total fair value of Performance RSU awards vested during 2024, 2023 and 2022 was $7.9 million, $9.9 million and $29.1 million, respectively. Unrecognized future compensation cost as of December 1, 2024 of $50.5 million for Service RSUs and $18.9 million for Performance RSUs is expected to be recognized over a weighted-average period of 2.3 and 1.7 years, respectively.

The grant date fair value of Service and Performance RSUs was based on the fair value of the Company's common stock at the time of grant, unless the awards were subject to market conditions, in which case the Monte Carlo simulation model was utilized. During 2024, 2023 and 2022, the weighted-average grant date fair values for Service and Performance RSUs granted without a market condition were $15.84, $16.02 and $19.35, respectively. The weighted-average grant date fair value and corresponding weighted-average assumptions used in the Monte Carlo valuation models were as follows:

	Performance RSUs Granted		
	2024	2023	2022
Weighted-average grant date fair value	$ 17.88	$ 19.83	$ 21.38
Weighted-average assumptions:			
Expected life (in years)	2.8	2.8	2.8
Expected volatility	45.4 %	49.6 %	51.4 %
Risk-free interest rate	4.1 %	3.9 %	1.2 %
Expected dividend	2.9 %	2.7 %	1.9 %

RSUs to the Board of Directors. The Company grants RSUs to certain members of its board of directors ("Board RSUs"). The total fair value of Board RSUs granted during the year ended December 1, 2024 of $2.0 million was estimated using the fair value of the Company's common stock. The total fair value of RSUs outstanding, vested and expected to vest was $6.7 million and $5.9 million as of December 1, 2024 and November 26, 2023, respectively.

NOTE 10: RESTRUCTURING ACTIVITIES

In the first quarter of 2024, the Company's Board of Directors (the "Board") approved a multi-year global productivity initiative, "Project Fuel", designed to accelerate the execution of our Brand Led and DTC First strategies while fueling long-term profitable growth. The first phase of the global productivity initiative was completed primarily in the first half of 2024. The two-year initiative is expected to continue through the end of 2025. As this initiative progresses, the Company may incur additional restructuring charges, which could be significant to a future fiscal quarter or year.

For the year ended December 1, 2024, the Company recognized restructuring charges of $188.7 million related to Project Fuel, consisting primarily of severance and other post-employment benefits, based on separation benefits provided by Company policy or statutory benefit plans as well as contract termination costs and asset impairments. These charges were recorded in "Restructuring charges, net" in the consolidated statements of income. As of December 1, 2024, the restructuring liability was $104.4 million, with $69.8 million and $34.6 million classified as "Other accrued liabilities" and "Other long-term liabilities", respectively, within the Company's consolidated balance sheet.

For the year ended December 1, 2024, the Company also recognized $54.3 million of restructuring related charges primarily consisting of consulting fees, which were recorded in "Selling, general and administrative expenses" in the consolidated statements of income. Additionally, the Company recognized an impairment charge of $11.1 million in the third quarter of 2024 related to capitalized internal-use software as a result of the decision to discontinue certain technology projects in connection with Project Fuel, which was recorded in "Selling, general and administrative expenses" in the consolidated statements of income.

For the years ended November 26, 2023 and November 27, 2022 the Company recognized net restructuring charges of $20.3 million and $9.1 million, respectively, which primarily related to severance benefits, based on separation benefits provided by Company policy or statutory benefit plans as well as contract termination costs. These charges were recorded in "Restructuring charges, net" in the consolidated statements of income.

The following tables summarize the activities associated with restructuring liabilities for the year ended December 1, 2024. "Net Charges (Reversals)" represents the initial charge related to the restructuring activity as well as revisions of estimates related to severance and employee-related benefits and other, "Payments" consists of cash payments for severance and employee-related benefits and other, and "Foreign Currency Fluctuations" includes foreign currency fluctuations.

	Year Ended December 1, 2024				
	Liabilities November 26, 2023	Net Charges (Reversals)[1]	Payments	Foreign Currency Fluctuations	Liabilities December 1, 2024
			(Dollars in millions)		
Severance and employee-related benefits	$ 17.8	$ 153.3	$ (87.8)	$ 0.4	$ 83.7
Contract termination costs and other	0.2	25.2	(4.1)	(0.6)	20.7
Total	$ 18.0	$ 178.5	$ (91.9)	$ (0.2)	$ 104.4

(1) Excludes $2.1 million in stock compensation related charges recorded in Additional paid-in capital and $8.1 million recorded in Property, plant and equipment net, of which $7.6 million related to impairment charges associated with the closure of a distribution center.

NOTE 11: COMMITMENTS AND CONTINGENCIES

Forward Foreign Exchange Contracts

The Company uses over-the-counter derivative instruments to manage its exposure to foreign currencies. The Company is exposed to credit loss in the event of nonperformance by the counterparties to the forward foreign exchange contracts. However, the Company believes that its exposures are appropriately diversified across counterparties and that these counterparties are creditworthy financial institutions. See Note 5 for additional information.

Guarantees

Indemnification agreements. In the ordinary course of business, the Company enters into agreements containing indemnification provisions under which the Company agrees to indemnify the other party for specified claims and losses. For example, the Company's trademark license agreements, real estate leases, consulting agreements, logistics outsourcing agreements, securities purchase agreements and credit agreements typically contain such provisions. This type of indemnification provision obligates the Company to pay certain amounts associated with claims brought against the other party as the result of trademark infringement, negligence or willful misconduct of Company employees, breach of contract by the Company including inaccuracy of representations and warranties, specified lawsuits in which the Company and the other party are co-defendants, product claims and other matters. These amounts generally are not readily quantifiable; the maximum possible liability or amount of potential payments that could arise out of an indemnification claim depends entirely on the specific facts and circumstances associated with the claim. The Company has insurance coverage that minimizes the potential exposure to certain of such claims. The Company also believes that the likelihood of material payment obligations under these agreements to third parties is low.

Other Contingencies

Litigation. In the ordinary course of business, the Company has various claims, complaints and pending cases, including contractual matters, facility and employee-related matters, distribution matters, product liability matters, intellectual property matters, bankruptcy preference matters, and tax and administrative matters. The Company establishes loss provisions for these ordinary course claims as well as other matters in which losses are probable and can be reasonably estimated. The Company does not believe any of these pending claims, complaints and legal proceedings will have a material impact on its financial condition, results of operations or cash flows.

Customs Duty Audits. The Company imports both raw materials and finished garments into all of its geographic regions, and as such, is subject to numerous countries' complex customs laws and regulations with respect to its import and export activity. The Company has various pending audit assessments in connection with these activities. As of December 1, 2024, the Company has recorded certain reserves for these matters which are not material. The Company does not believe any of the claims for customs duty and related charges will have a material impact on its financial condition, results of operations or cash flows.

Inventory Purchase Commitments. The Company also has minimum inventory purchase commitments, including fabric commitments, with suppliers that secure a portion of material needs for future seasons, which have a remaining term of less than one year.

NOTE 12: LEASES

Lease expense is primarily recognized in SG&A expenses within the Company's consolidated statements of income, based on the underlying nature of the leased asset. For the years ended December 1, 2024 and November 26, 2023, lease expense primarily consisted of operating lease costs of $412.6 million and $378.0 million, respectively, including $102.5 million and $96.3 million primarily related to variable lease costs and $7.5 million and $7.6 million of short-term lease costs. As of and for the year ended December 1, 2024, finance leases were not a material component of the Company's lease portfolio.

On June 6, 2024, the Company entered into an agreement with a third-party logistics provider to replace the Company’s Canton, Mississippi distribution center with a new distribution center. The Company will maintain certain rights over the warehouse, and warehouse equipment and technologies resulting in an Operating lease right-of-use (“ROU”) asset and lease liability of $30.6 million and a Financing lease right-of-use asset and lease liability of $14.0 million.

In the fourth quarter of fiscal year 2023, the Company leased a distribution facility in Germany and recognized a ROU asset of $80.8 million and corresponding lease liability of $91.6 million. During 2023, the Company capitalized approximately $57.4 million for Company-owned equipment to be installed in the leased facility. During 2024, the Company entered into an agreement with a third-party logistics provider to manage all aspects of the distribution center. The Company has received payments of approximately $87.1 million from the provider for use of the Company's warehouse equipment and technologies over the term of the agreement. The Company will maintain certain rights over the warehouse equipment and technologies and will retain the related equipment on the consolidated balance sheets. The upfront payment will be amortized as a reduction in the related distribution expenses over the expected term of the arrangement, which commenced in the second half of 2024. The upfront payment is recognized on the consolidated balance sheets in "Other accrued liabilities" and "Long-term employee related benefits and other liabilities" and the proceeds are recorded as an operating activity in "Net change in operating assets and liabilities" on the consolidated statements of cash flows.

The Company reviews its ROU assets for impairment whenever events or changes in circumstances indicate the carrying amount of an asset may be impaired. Impairment losses are measured and recorded for the excess of carrying value over its fair value, estimated based on expected future cash flows and other quantitative and qualitative factors. During the year ended November 27, 2022, as a result of the Russia-Ukraine war, the Company reviewed the ROU assets assigned to its Russia business for impairment and recorded $33.3 million of non-cash impairment charges. The impairment charges are included in SG&A expenses in the Company's consolidated statements of income.

Amounts of future undiscounted cash flows related to operating lease payments over the lease term are as follows and are reconciled to the present value of the operating lease liabilities as recorded in the Company's consolidated balance sheets.

	December 1, 2024
	(Dollars in millions)
2025	$ 292.7
2026	244.2
2027	197.9
2028	159.3
2029	116.8
Thereafter	405.2
Total undiscounted future cash flows related to lease payments	1,416.1
Less: Interest	202.3
Present value of lease liabilities	$ 1,213.8

The following table includes the weighted average remaining lease terms, in years, and the weighted average discount rate used to calculate the present value of operating lease liabilities:

	December 1, 2024	November 26, 2023
Weighted-average remaining lease term (years)	6.9	7.2
Weighted-average discount rate	4.21 %	3.81 %

The table below includes supplemental cash and non-cash information related to operating leases:

	December 1, 2024	November 26, 2023
	(Dollars in millions)	
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash outflows from operating leases	$ 292.4	$ 272.9
Operating lease right-of-use assets obtained in exchange for new operating lease liabilities	$ 305.4	$ 334.4
Finance lease right-of-use assets acquired in exchange for finance lease obligation	14.0	$ —

NOTE 13: DIVIDENDS

Dividends are declared at the discretion of the board of directors. In January, April, July and October 2024, the Company declared cash dividends of $0.12, $0.12, $0.13, and $0.13 per share, respectively, to holders of record of its Class A and Class B common stock. In January, April, July and October 2023, the Company declared cash dividends, each $0.12 per share, to holders of record of its Class A and Class B common stock. A total of $198.5 million and $190.5 million in dividends were paid during the years ended December 1, 2024 and November 26, 2023, respectively.

The Company does not have an established dividend policy. The board of directors reviews the Company's ability to pay dividends on an ongoing basis and establishes the dividend amount based on the Company's financial condition, results of operations, capital requirements, current and projected cash flows and other factors, and any restrictions related to the terms of the Company’s debt agreements.

Subsequent to the Company's fiscal 2024 year end, the board of directors declared a cash dividend of $0.13 per share to holders of record of its Class A and Class B common stock at the close of business on February 12, 2025, for a total quarterly dividend of approximately $51 million.

NOTE 14: ACCUMULATED OTHER COMPREHENSIVE LOSS

The following is a summary of the components of "Accumulated other comprehensive loss", net of related income taxes:

	Pension and Postretirement Benefits[1]	Translation Adjustments		Unrealized Gain (Loss) on Marketable Securities	Total
		Derivative Instruments[2]	Foreign Currency Translation		
	(Dollars in millions)				
Accumulated other comprehensive loss at November 28, 2021	$ (195.5)	$ (20.9)	$ (196.8)	$ 18.8	$ (394.4)
Other comprehensive income (loss) before reclassifications	7.5	48.9	(51.9)	(16.6)	(12.1)
Amounts reclassified from accumulated other comprehensive loss	8.5	(20.8)	—	—	(12.3)
Adjustment of accumulated other comprehensive gain to retained earnings	—	—	—	(2.9)	(2.9)
Net increase (decrease) in other comprehensive income (loss)	16.0	28.1	(51.9)	(19.5)	(27.3)
Accumulated other comprehensive loss at November 27, 2022	(179.5)	7.2	(248.7)	(0.7)	(421.7)
Other comprehensive income (loss) before reclassifications	(1.4)	(28.1)	53.0	0.1	23.6
Amounts reclassified from accumulated other comprehensive loss	27.7	(21.1)	—	0.6	7.2
Net increase (decrease) in other comprehensive income (loss)	26.3	(49.2)	53.0	0.7	30.8
Accumulated other comprehensive loss at November 26, 2023	(153.2)	(42.0)	(195.7)	—	(390.9)
Other comprehensive income (loss) before reclassifications	3.1	15.2	(88.6)	—	(70.3)
Amounts reclassified from accumulated other comprehensive loss	8.9	17.8	—	—	26.7
Net increase (decrease) in other comprehensive income (loss)	12.0	33.0	(88.6)	—	(43.6)
Accumulated other comprehensive loss at December 1, 2024	$ (141.2)	$ (9.0)	$ (284.3)	$ —	$ (434.5)

(1) Amounts reclassified were recorded in other (expense) income, net.

(2) Amounts reclassified were recorded within net revenues and cost of goods sold. For more information, refer to Note 5.

NOTE 15: NET REVENUES

Disaggregated Revenue

The table below provides the Company's revenues disaggregated by segment and channel.

	Year Ended December 1, 2024				
	Levi's Brands				
	Americas	Europe	Asia	Other Brands	Total
			(Dollars in millions)		
Net revenues by channel:					
Wholesale	$ 1,919.8	$ 756.4	$ 493.3	$ 262.0	$ 3,431.5
Direct-to-consumer	1,280.8	861.5	589.1	192.4	2,923.8
Total net revenues	$ 3,200.6	$ 1,617.9	$ 1,082.4	$ 454.4	$ 6,355.3

	Year Ended November 26, 2023				
	Levi's Brands				
	Americas	Europe	Asia	Other Brands	Total
			(Dollars in millions)		
Net revenues by channel:					
Wholesale	$ 1,981.4	$ 804.7	$ 485.0	$ 279.8	$ 3,550.9
Direct-to-consumer	1,105.5	774.8	574.7	173.1	2,628.1
Total net revenues	$ 3,086.9	$ 1,579.5	$ 1,059.7	$ 452.9	$ 6,179.0

	Year Ended November 27, 2022				
	Levi's Brands				
	Americas	Europe	Asia	Other Brands	Total
			(Dollars in millions)		
Net revenues by channel:					
Wholesale	$ 2,193.7	$ 879.8	$ 458.3	$ 297.9	$ 3,829.7
Direct-to-consumer	993.7	717.4	493.8	134.0	2,338.9
Total net revenues	$ 3,187.4	$ 1,597.2	$ 952.1	$ 431.9	$ 6,168.6

At December 1, 2024, the Company did not have any material contract assets and or contract liabilities recorded in the consolidated balance sheets.

NOTE 16: OTHER (EXPENSE) INCOME, NET

The following table summarizes significant components of "Other (expense) income, net":

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions)		
Foreign exchange management gains (losses) [1]	$ (21.9)	$ 24.7	$ (7.6)
Foreign currency transaction (losses) gains [2]	8.2	(47.8)	1.8
Marketable securities gains[3]	11.8	3.4	6.9
COVID-19 government subsidy gains[4]	—	—	12.5
Pension settlement loss[5]	—	(19.0)	—
Other, net[6]	(1.4)	(3.5)	15.2
Total other (expense) income, net	$ (3.3)	$ (42.2)	$ 28.8

(1) Gains and losses on forward foreign exchange contracts primarily result from currency fluctuations relative to negotiated contract rates. Losses in fiscal year 2024 were primarily due to currency fluctuations relative to negotiated contract rates on positions to sell the Euro and the Mexican Peso. Gains in fiscal year 2023 were primarily due to currency fluctuations relative to negotiated contract rates on positions to sell the Euro and the Mexican Peso. Losses in fiscal year 2022 were primarily due to unfavorable positions to sell the Euro, offset by favorable positions to sell the Mexican Peso and Canadian Dollar.

(2) Foreign currency transaction gains and losses reflect the impact of currency fluctuation on the Company's foreign currency denominated balances. Gains in fiscal year 2024 were primarily due to the impact of U.S. dollar strengthening against historical rates on payables denominated in Mexican Pesos and Euros. Losses in fiscal year 2023 were primarily due to lower outstanding Euro-denominated payables subjected to a U.S. dollar strengthening against historical rates, as well as U.S. dollar weakening against the Mexican Peso.

(3) Marketable securities gains includes unrealized gains and losses from marketable equity securities held in an irrevocable grantor's Rabbi trust in connection with the Company's deferred compensation plan.

(4) COVID-19 government subsidy gain reflects a payment received from the German government as reimbursement for COVID-19 losses incurred in prior years.

(5) On May 30, 2023, the Company used pension plan assets to purchase nonparticipating annuity contracts in order to transfer certain liabilities associated with its U.S. pension plan to an insurance company. As a result, the Company remeasured the U.S. pension plan, which resulted in a noncash pension settlement charge of $19.0 million recognized within Other (expense) income, net in the Company's consolidated statement of income and Other, net in the Company's consolidated statement of cash flows.

(6) For the year ended December 1, 2024, Other, net of a $1.4 million loss includes pension and deferred compensation expenses of $34.0 million partially offset by interest income on cash and cash equivalents of $20.7 million, realized gains of $3.1 million from marketable equity securities held in a Rabbi trust in connection with the Company's deferred compensation plan, an insurance recovery of $2.7 million, a government subsidy gain of $1.4 million, and other miscellaneous income and expense items.

NOTE 17: INCOME TAXES

The Company's income tax expense was $8.4 million, $15.6 million and $80.5 million and the Company's effective income tax rate was 3.8%, 5.9% and 12.4% for the years ended December 1, 2024, November 26, 2023 and November 27, 2022, respectively.

The decrease in the effective tax rate in fiscal year 2024 as compared to fiscal year 2023 was primarily driven by an international intellectual property transaction which benefited fiscal year 2024, partially offset by the reduced FDII benefit in the current year. During 2024, the Company completed an intercompany sale of intellectual property between entities based in different tax jurisdictions resulting in net tax benefits of $46.4 million.

The decrease in the effective tax rate in fiscal year 2023 as compared to fiscal year 2022 was primarily driven by higher benefit from the foreign-derived intangible income deduction on advance royalty and prepaid service income, and no intellectual property transactions in fiscal year 2023.

The Company's income tax expense (benefit) differed from the amount computed by applying the U.S. federal statutory income tax rate to income before income taxes as follows:

	Year Ended					
	December 1, 2024		November 26, 2023		November 27, 2022	
	(Dollars in millions)					
Income tax expense (benefit) at U.S. federal statutory rate	$ 46.0	21.0 %	$ 55.7	21.0 %	$ 136.4	21.0 %
State income taxes, net of U.S. federal impact	(4.5)	(2.1)%	1.3	0.5 %	14.5	2.2 %
Change in valuation allowance	(0.5)	(0.2)%	(2.0)	(0.8)%	(0.5)	(0.1)%
Impact of foreign operations, net[1]	26.9	12.3 %	14.3	5.4 %	29.6	4.6 %
Foreign-derived intangible income benefit ("FDII")	(6.5)	(3.0)%	(55.9)	(21.1)%	(29.8)	(4.6)%
Reassessment of tax liabilities	(11.0)	(5.0)%	(0.6)	(0.2)%	(7.5)	(1.2)%
International intellectual property transaction	(45.9)	(21.0)%	—	— %	(55.1)	(8.5)%
Stock-based compensation	3.7	1.7 %	6.6	2.5 %	(5.0)	(0.8)%
Other, including non-deductible expenses	0.2	0.1 %	(3.8)	(1.4)%	(2.1)	(0.2)%
Total	$ 8.4	3.8 %	$ 15.6	5.9 %	$ 80.5	12.4 %

(1) Included in Impact of foreign operations, net are foreign rate differential, Global Intangible Low-Taxed Income ("GILTI") and the tax impact of actual and deemed repatriations of foreign earnings net of foreign tax credits. This also includes an immaterial amount of non-deductible charges related to the Russia-Ukraine war in fiscal year 2022.

Impact of foreign operations. The tax expense in fiscal year 2024 increased as compared to fiscal year 2023 primarily due to an increased valuation allowance on foreign earnings, and higher U.S. tax cost from GILTI.

Foreign-derived intangible income benefit. A lower benefit in fiscal year 2024 as compared to fiscal year 2023 is due to a decrease in prepayment income eligible for the FDII deduction.

The U.S. and foreign components of income (loss) before income taxes were as follows:

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions)		
Domestic	$ (126.8)	$ (164.7)	$ 171.1
Foreign	345.8	429.9	478.5
Total income before income taxes	$ 219.0	$ 265.2	$ 649.6

Income tax expense (benefit) consisted of the following:

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions)		
U.S. Federal			
Current	$ 13.7	$ 14.4	$ 15.3
Deferred	4.7	(91.5)	46.1
	$ 18.4	$ (77.1)	$ 61.4
U.S. State			
Current	$ 0.9	$ 11.3	$ 14.6
Deferred	(14.9)	(9.7)	(6.3)
	$ (14.0)	$ 1.6	$ 8.3
Foreign			
Current	$ 84.9	$ 94.2	$ 110.4
Deferred	(80.9)	(3.0)	(99.6)
	$ 4.0	$ 91.2	$ 10.8
Consolidated			
Current	$ 99.5	$ 119.9	$ 140.3
Deferred	(91.1)	(104.3)	(59.8)
Total income tax expense	$ 8.4	$ 15.6	$ 80.5

Deferred Tax Assets and Liabilities

The Company's deferred tax assets and deferred tax liabilities were as follows:

	December 1, 2024	November 26, 2023
	(Dollars in millions)	
Deferred tax assets		
Foreign tax credit carryforwards	$ 26.1	$ 28.3
State net operating loss carryforwards	15.7	10.7
Foreign net operating loss carryforwards	32.8	40.1
Employee compensation and benefit plans	87.5	79.4
Advance royalties	158.8	185.1
Prepaid services	46.5	57.9
Accrued liabilities	35.9	17.3
Sales returns and allowances	39.0	35.0
Inventory	32.7	31.2
Intangibles	275.1	199.1
Property, plant and equipment [1]	32.4	30.7
Lease liability	288.7	297.6
Other [1]	65.2	43.5
Total gross deferred tax assets	1,136.4	1,055.9
Less: Valuation allowance	(52.9)	(47.4)
Deferred tax assets, net of valuation allowance	1,083.5	1,008.5
Deferred tax liabilities		
U.S. Branches	(40.1)	(25.9)
Right of use asset	(259.4)	(262.2)
Total deferred tax liabilities	(299.5)	(288.1)
Total net deferred tax assets	$ 784.0	$ 720.4

(1) Fiscal year 2023 amounts have been conformed to the fiscal year 2024 presentation.

Foreign tax credit carryforwards. The foreign tax credit carryforwards at December 1, 2024, are subject to expiration through 2034 if not utilized.

Net operating loss carryforwards. As of December 1, 2024, the Company had state net operating loss carryforwards of $348.2 million and foreign net operating loss carryforwards of $140.3 million. Of the state net operating losses, $311.7 million are subject to expiration through 2044, and the remaining $36.5 million are available as indefinite carryforwards under applicable tax law. Of the foreign net operating losses, $55.8 million are subject to expiration through 2032 and the remaining $84.5 million are available as indefinite carryforwards under applicable tax law. Foreign net operating losses previously subject to expiration through 2043 were utilized and carried back upon filing of the 2023 tax return.

Valuation Allowance. The following table details the changes in valuation allowance during the year ended December 1, 2024:

	Valuation Allowance at November 26, 2023	Changes in Related Gross Deferred Tax Asset	Change / (Release)	Valuation Allowance at December 1, 2024
		(Dollars in millions)		
Foreign tax credit and U.S. state net operating loss carryforwards	$ 15.8	$ 5.1	$ —	$ 20.9
Foreign net operating loss carryforwards and other foreign deferred tax assets	31.6	0.8	(0.4)	32.0
	$ 47.4	$ 5.9	$ (0.4)	$ 52.9

Unremitted earnings of certain foreign subsidiaries. The Company historically provided for U.S. income taxes on the undistributed earnings of foreign subsidiaries unless they were considered indefinitely reinvested outside the United States. The Company reevaluated its historical indefinite reinvestment assertion as a result of the enactment of the Tax Cuts and Jobs Act (the "Tax Act" enacted on December 22, 2017) and determined that any historical undistributed earnings through November 25, 2018 of foreign subsidiaries, as well as most of the additional undistributed earnings generated through December 1, 2024, are no longer considered to be indefinitely reinvested. The deferred tax liability related to foreign and state tax costs associated with the future remittance of these undistributed earnings of foreign subsidiaries was $9.1 million (included in Other deferred tax assets and liabilities). For the year ended December 1, 2024, management asserted indefinite reinvestment on a portion of foreign earnings generated in fiscal years 2019 to 2024. If such earnings were to be distributed to the U.S., the related foreign withholding and state tax costs would be approximately $8.5 million.

Uncertain Income Tax Positions

As of December 1, 2024, the Company’s total gross amount of unrecognized tax benefits was $42.7 million, of which $41.4 million could impact the effective tax rate, if recognized, as compared to November 26, 2023, when the Company’s total gross amount of unrecognized tax benefits was $42.3 million, of which $40.2 million could have impacted the effective tax rate, if recognized.

The following table reflects the changes to the Company's unrecognized tax benefits:

	December 1, 2024	November 26, 2023	November 27, 2022
		(Dollars in millions)	
Unrecognized tax benefits beginning balance	$ 42.3	$ 38.1	$ 30.7
Increases related to current year tax positions	4.2	4.1	10.2
Increases related to tax positions from prior years	0.7	1.9	0.1
Decreases related to tax positions from prior years	(3.6)	—	(0.3)
Settlement with tax authorities	(0.7)	(1.7)	(1.5)
Lapses of statutes of limitation	—	(0.2)	(0.8)
Other, including foreign currency translation	(0.2)	0.1	(0.3)
Unrecognized tax benefits ending balance	$ 42.7	$ 42.3	$ 38.1

The Company evaluates all domestic and foreign audit issues and believes that it is reasonably possible that total gross unrecognized tax benefits will not significantly change within the next 12 months.

As of December 1, 2024 and November 26, 2023, accrued interest and penalties primarily relating to non-U.S. jurisdictions were $0.5 million and $0.4 million, respectively.

The Company files income tax returns in the United States and in various foreign (including Belgium, Hong Kong, India, Mexico and Canada), state and local jurisdictions. With few exceptions, examinations have been completed by tax authorities or the statute of limitations has expired for United States federal, foreign, state and local income tax returns filed by the Company for years through 2014.

On August 16, 2022, President Biden signed the Inflation Reduction Act of 2022 ("IRA") into law. The IRA contains a number of revisions to the Internal Revenue Code, including a 15% corporate minimum income tax for tax years beginning after December 31, 2022. It also assesses a 1% excise tax on repurchases of corporate stock. While these tax law changes have no immediate effect and are not expected to have a material adverse effect on our results of operations going forward, the Company will continue to evaluate their impact as further information becomes available.

NOTE 18: EARNINGS PER SHARE

Basic earnings per share is calculated by dividing net income by the weighted-average number of common shares outstanding. Diluted earnings per share adjusts the basic earnings per share and the weighted-average number of common shares outstanding for the potentially dilutive impact of RSUs and stock appreciation rights using the treasury stock method. The following table sets forth the computation of the Company's basic and diluted earnings per share:

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions, except per share amounts)		
Numerator:			
Net income	$ 210.6	$ 249.6	$ 569.1
Denominator:			
Weighted-average common shares outstanding - basic	398,233,739	397,208,535	397,341,137
Dilutive effect of stock awards	4,134,864	4,514,632	6,503,645
Weighted-average common shares outstanding - diluted	402,368,603	401,723,167	403,844,782
Earnings per common share:			
Basic	$ 0.53	$ 0.63	$ 1.43
Diluted	$ 0.52	$ 0.62	$ 1.41
Anti-dilutive securities excluded from calculation of diluted earnings per share	4,119,726	5,408,781	2,153,183

NOTE 19: RELATED PARTIES

Michelle Gass (President and CEO) and David Jedrzejek (Senior Vice President and General Counsel) are members of the Board of Directors of the Levi Strauss Foundation, which is an independent non-profit entity that is not one of our consolidated entities. Mr. David Jedrzejek also serves as a Vice President of the Levi Strauss Foundation. Ms. Gass and Mr. Jedrzejek began serving on the Board of Directors of the Levi Strauss Foundation on January 24, 2024 and September 26, 2023, respectively. Charles V. Bergh, former President and Chief Executive Officer, was a member of the board of directors of the Levi Strauss Foundation until January 28, 2024. Additionally, Tracy Layney, former Executive Vice President and Chief Human Resources Officer, was a member of the board of directors of the Levi Strauss Foundation until October 11, 2024. During fiscal years 2024, 2023 and 2022, donations to the Levi Strauss Foundation were $6.3 million, $11.3 million and $12.8 million, respectively, and the Company recognized expenses related to their donation commitments of $7.2 million, $2.2 million and $11.4 million, respectively.

NOTE 20: BUSINESS SEGMENT INFORMATION

The Company manages its business according to three reportable segments: Americas, Europe, and Asia, collectively comprising the Company's Levi's Brands business, which includes the Levi's®, Levi Strauss Signature™ and Denizen® brands. Other Brands, which includes Dockers® and Beyond Yoga® businesses do not meet the quantitative thresholds for reportable segments and therefore are presented under the caption of Other Brands. Effective in the second quarter of 2024, Dockers® and Beyond Yoga® businesses are disclosed as separate lines under the caption "Other Brands" to increase transparency of performance. Prior periods were adjusted to reflect the change. Corporate expenses are comprised of selling, general and administrative expenses that management does not attribute to any of our operating segments and these expenses primarily relate to corporate administration, information resources, finance and human resources functional and organizational costs.

The Company considers its chief executive officer to be its chief operating decision maker. The Company's chief operating decision maker manages business operations, evaluates performance and allocates resources based on the segments' net revenues and operating income. The Company reports inventories by segment as that information is used by the chief operating decision maker in assessing segment performance. The Company does not report its other assets by segment as that information is not used by the chief operating decision maker in assessing segment performance.

Business segment information for the Company is as follows:

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions)		
Net revenues:			
Americas	$ 3,200.6	$ 3,086.9	$ 3,187.4
Europe	1,617.9	1,579.5	1,597.2
Asia	1,082.4	1,059.7	952.1
Total segment net revenues	5,900.9	5,726.1	5,736.7
Other Brands:			
Dockers®	323.3	336.9	334.4
Beyond Yoga®	131.1	116.0	97.5
Total Other Brands	454.4	452.9	431.9
Total net revenues	$ 6,355.3	$ 6,179.0	$ 6,168.6
Income before income taxes:			
Americas	$ 697.0	$ 535.3	$ 654.4
Europe	319.6	305.0	349.9
Asia	134.9	147.2	111.2
Total segment operating income	1,151.5	987.5	1,115.5
Dockers® operating (loss) income	1.4	(1.1)	17.5
Beyond Yoga® operating (loss) income	(20.0)	1.0	(0.4)
Restructuring charges, net[1]	(188.7)	(20.3)	(9.1)
Goodwill and other intangible asset impairment charges[2]	(116.9)	(90.2)	(11.6)
Corporate expenses[3]	(563.2)	(523.6)	(465.4)
Interest expense	(41.8)	(45.9)	(25.7)
Other (expense) income, net[4]	(3.3)	(42.2)	28.8
Income before income taxes	$ 219.0	$ 265.2	$ 649.6

(1) Restructuring charges, net for the year ended December 1, 2024 related to Project Fuel, consisting primarily of severance and other post-employment benefit charges.

(2) For the year ended December 1, 2024, goodwill and other intangible asset impairment charges includes $36.3 million related to Beyond Yoga reporting unit goodwill, $66.0 million related to the Beyond Yoga® trademark and $9.1 million related to the Beyond Yoga® customer relationship intangible assets. Additionally, the year ended December 1, 2024 includes a $5.5 million goodwill impairment charge related to the footwear business. For the year ended November 26, 2023, goodwill and other intangible asset impairment includes impairment charges of $75.4 million related to Beyond Yoga® reporting unit goodwill and $14.8 million related to the Beyond Yoga® trademark. For the year ended November 27, 2022, goodwill and other intangible asset impairment includes $11.6 million related to goodwill assigned to the Russia business.

(3) Corporate expenses for the year ended December 1, 2024 includes restructuring related expenses, mostly consulting fees of $54.3 million, in connection with Project Fuel and $11.1 million of impairments related to discontinued technology projects. Corporate expenses for the year ended November 27, 2022 includes $37.4 million in impairment charges related to certain store right-of-use assets and property, plant and equipment, net of a $15.8 million gain on the termination of store leases related to the Russia-Ukraine war which are considered part of the Company's Europe segment.

(4) For the year ended December 1, 2024, Other (expense) income, net includes an insurance recovery of $2.7 million and a government subsidy gain of $1.4 million. For the year ended November 26, 2023, Other (expense) income, net includes a noncash pension settlement charge recorded during the third quarter. For more information refer to Note 8.

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions)		
Depreciation and amortization expense:			
Americas	$ 60.6	$ 51.4	$ 39.7
Europe	26.0	19.3	19.0
Asia	16.0	12.9	12.3
Total segment depreciation and amortization expense	102.6	83.6	71.0
Other Brands and unallocated	90.6	81.7	87.9
Total depreciation and amortization expense	$ 193.2	$ 165.3	$ 158.9

	December 1, 2024					
	Americas	Europe	Asia	Segment Total	Unallocated[1]	Consolidated Total
	(Dollars in millions)					
Assets:						
Inventories	$ 680.4	$ 144.5	$ 172.8	$ 997.7	$ 241.7	$ 1,239.4
All other assets	—	—	—	—	5,136.1	5,136.1
Total assets						$ 6,375.5

(1) Unallocated inventories include $139.6 million of Other Brands inventory.

	November 26, 2023					
	Americas	Europe	Asia	Segment Total	Unallocated[1]	Consolidated Total
	(Dollars in millions)					
Assets:						
Inventories	$ 673.1	$ 160.1	$ 181.0	$ 1,014.2	$ 275.9	$ 1,290.1
All other assets	—	—	—	—	4,763.5	4,763.5
Total assets						$ 6,053.6

(1) Unallocated inventories include $195.1 million of Other Brands inventory.

Geographic information for the Company was as follows:

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
		(Dollars in millions)	
Net revenues:			
United States	$ 2,759.1	$ 2,691.9	$ 2,883.5
Foreign countries	3,596.2	3,487.1	3,285.1
Total net revenues	$ 6,355.3	$ 6,179.0	$ 6,168.6
Net deferred tax assets:			
United States	$ 482.1	$ 463.8	$ 379.0
Foreign countries	316.4	265.7	246.0
Total net deferred tax assets	$ 798.5	$ 729.5	$ 625.0
Long-lived assets:			
United States	$ 442.0	$ 461.8	$ 454.2
Foreign countries	290.1	249.8	196.9
Total long-lived assets	$ 732.1	$ 711.6	$ 651.1

NOTE 21: SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Changes in operating assets and liabilities affecting cash were as follows:

	Year Ended		
	December 1, 2024	November 26, 2023	November 27, 2022
	(Dollars in millions)		
Change in operating assets and liabilities:			
Trade receivables	$ 14.8	$ (49.9)	$ (6.7)
Inventories	14.9	142.9	(543.0)
Accounts payable	105.1	(95.7)	134.6
Other accrued liabilities	60.4	(82.7)	44.9
Short-term restructuring liabilities	53.7	—	—
Accrued salaries, wages and employee benefits and long-term employee related benefits	21.8	(42.7)	(37.5)
Right-of-use operating lease assets and current and non-current operating lease liabilities, net	0.6	3.7	(5.0)
Other current and non-current assets	(39.2)	(22.2)	(120.5)
Other current and long-term liabilities	118.4	38.1	(17.1)
Net change in operating assets and liabilities	$ 350.5	$ (108.5)	$ (550.3)

Item 9. *CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE*

None.

Item 9A. *CONTROLS AND PROCEDURES*

Evaluation of disclosure controls and procedures

We have evaluated, under the supervision and with the participation of management, including our chief executive officer and our chief financial officer, the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act as of December 1, 2024. Based on that evaluation, our chief executive officer and our chief financial officer concluded that as of December 1, 2024, our disclosure controls and procedures were effective at the reasonable assurance level.

Management's annual report on internal control over financial reporting

Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act). Our management assessed the effectiveness of our internal control over financial reporting as of December 1, 2024 and concluded that our internal control over financial reporting was effective as of such date. In making this assessment, our management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in Internal Control-Integrated Framework (2013).

PricewaterhouseCoopers LLP, our independent registered public accounting firm, has audited the effectiveness of our internal control over financial reporting as of December 1, 2024 as stated in their report included under Item 8.

Changes in internal control over financial reporting

We maintain a system of internal control over financial reporting that is designed to provide reasonable assurance that our books and records accurately reflect our transactions and that our established policies and procedures are followed. There were no changes to our internal control over financial reporting during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. *OTHER INFORMATION*

During the fourth quarter ended December 1, 2024, none of our directors or officers (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as those terms are defined in Item 408 of Regulation S-K, except as described in the table below:

Name and Title	Action	Applicable Date	Duration of Trading Arrangements	Rule 10b5-1 Trading Arrangement? (Y/N)*	Aggregate Number of Securities Subject to Trading Arrangement
Lisa Stirling Senior Vice President and Global Controller	Adopt	October 7, 2024	October 7, 2024 - October 7, 2025	Y	Up to 8,024 shares of Class A Common Stock

* Denotes whether the trading plan is intended, when adopted, to satisfy the affirmative defense of Rule 10b5-1(c).

Item 9C. *DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS*

Not applicable.

PART III

Item 10. *DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE*

Insider Trading Policies and Procedures

We have adopted policies and procedures, including an Insider Trading Policy and Rule 10b5-1 Trading Plan Guidelines, which together govern the purchase, sale, and/or other dispositions of our securities by directors, officers, employees and other covered persons. These policies and procedures are designed to promote compliance with insider trading laws, rules, and regulations and any applicable listing standards. It is the Company's policy to comply with all applicable securities and state laws when engaging in transactions in the Company's securities.

Copies of our Insider Trading Policy and Rule 10b5-1 Trading Plan Guidelines are filed with this Annual Report on Form 10-K as Exhibits 19.1 and 19.2, respectively.

The other information required by this item regarding directors and director nominees, executive officers, the board of directors and its committees, certain corporate governance matters, and compliance with Section 16(a) of the Exchange Act is incorporated by reference to the information set forth in the definitive proxy statement for our 2025 Annual Meeting of Stockholders (the "2025 Proxy Statement").

Item 11. *EXECUTIVE COMPENSATION*

Information required by this item regarding executive compensation is incorporated by reference to the information set forth in our 2025 Proxy Statement.

Item 12. *SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS*

Information required by this item regarding security ownership of certain beneficial owners and management and securities authorized for issuance under our equity compensation plans is incorporated by reference to the information set forth in our 2025 Proxy Statement.

Item 13. *CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE*

Information required by this item regarding certain relationships and related transactions and director independence is incorporated by reference to the information set forth in our 2025 Proxy Statement.

Item 14. *PRINCIPAL ACCOUNTANT FEES AND SERVICES*

Information required by this item regarding principal accounting fees and services is incorporated by reference to the information set forth in our 2025 Proxy Statement.

PART IV

Item 15. ***EXHIBITS AND FINANCIAL STATEMENT SCHEDULES***

List the following documents filed as a part of the report:

1. Financial Statements

The following consolidated financial statements of the Registrant are included in Item 8:

Report of Independent Registered Public Accounting Firm (PCAOB 238)

Consolidated Balance Sheets

Consolidated Statements of Income

Consolidated Statements of Comprehensive Income

Consolidated Statements of Stockholders' Equity

Consolidated Statements of Cash Flows

Notes to Consolidated Financial Statements

2. Financial Statement Schedule

Schedule II – Valuation and Qualifying Accounts

All other schedules have been omitted because they are inapplicable, not required or the information is included in the Consolidated Financial Statements or Notes thereto.

Exhibit Number	Description of Document	Incorporated by Reference				Filed Herewith
		Form	SEC File No.	Exhibit	Filing Date	
3.1	Amended and Restated Certificate of Incorporation	8-K	001-06631	3.1	3/25/2019	
3.2	Amended and Restated Bylaws	8-K	001-06631	3.1	4/21/2023	
4.1	Reference is made to Exhibits 3.1 through 3.2					
4.2	Form of Class A common stock certificate	S-1/A	333-229630	4.1	3/11/2019	
4.3	Indenture relating to the 5.00% Senior Notes due 2025, dated April 27, 2015, between the Registrant and Wells Fargo, National Association, as trustee	S-1	333-229630	4.2	2/13/2019	
4.4	Indenture relating to the 3.375% Senior Notes due 2027, dated February 28, 2017, between the Registrant and Wells Fargo, National Association, as trustee	S-1	333-229630	4.3	2/13/2019	
4.5	Registration Rights Agreement, dated February 28, 2017, between the Registrant and Merrill Lynch International	S-1	333-229630	4.4	2/13/2019	
4.6	U.S. Security Agreement, dated September 30, 2011, by the Registrant and certain subsidiaries thereof in favor of JP Morgan Chase Bank, N.A.	S-1	333-229630	4.5	2/13/2019	
4.7	Registration Rights Agreement, dated March 6, 2019, among the Registrant and the stockholders named therein	S-1/A	333-229630	4.6	3/6/2019	
4.8	Description of Securities					X

4.9	First Supplemental Indenture, dated April 17, 2020, between the Registrant and Wells Fargo Bank, National Association, as Trustee	8-K	001-06631	4.1	4/17/2020	
4.10	Registration Rights Agreement, dated April 17, 2020, between the Registrant and BofA Securities Inc.	8-K	001-06631	4.2	4/17/2020	
4.11	Indenture, dated as of February 19, 2021, by and between Levi Strauss & Co. and Wells Fargo Bank, National Association, as Trustee	8-K	001-06631	4.1	2/19/2021	
10.1*	Amended and Restated 2016 Equity Incentive Plan	S-1	333-229630	10.3	2/13/2019	
10.2*	Form of Stock Appreciation Right Grant Notice and Agreement under the 2016 Equity Incentive Plan	S-1	333-229630	10.4	2/13/2019	
10.3*	Form of Restricted Stock Unit Award Grant Notice and Agreement under the 2016 Equity Incentive Plan	S-1	333-229630	10.5	2/13/2019	
10.4*	Form of Performance Vested Restricted Stock Unit Award Grant Notice and Agreement under the 2016 Equity Incentive Plan	S-1	333-229630	10.6	2/13/2019	
10.5*	2019 Equity Incentive Plan	S-1	333-229630	10.7	2/13/2019	
10.6*	Form of Stock Option Grant Notice and Agreement under the 2019 Equity Incentive Plan	S-1/A	333-229630	10.8	3/11/2019	
10.7*	Form of Restricted Stock Unit Grant Notice and Agreement under the 2019 Equity Incentive Plan	S-1/A	333-229630	10.9	3/11/2019	
10.8*	Form of Restricted Stock Unit Grant Notice and Agreement under the 2019 Equity Incentive Plan					X
10.9*	Form of Performance Vested Restricted Stock Unit Award Grant Notice and Agreement under the 2019 Equity Incentive Plan					X
10.10*	Form of Stock Appreciation Right Grant Notice and Agreement under the 2019 Equity Incentive Plan					X
10.11*	Form of Restricted Stock Unit Grant Notice and Agreement for Non-U.S. Participants under the 2019 Equity Incentive Plan	10-K	001-06631	10.11	1/30/2020	
10.12*	Form of Performance Vested Restricted Stock Unit Award Grant Notice and Agreement for Non-U.S. Participants under the 2019 Equity Incentive Plan	10-K	001-06631	10.12	1/30/2020	
10.13*	Form of Stock Appreciation Right Grant Notice and Agreement for Non-U.S. Participants under the 2019 Equity Incentive Plan	10-K	001-06631	10.13	1/30/2020	
10.14*	2019 Employee Stock Purchase Plan	S-1	333-229630	10.10	2/13/2019	
10.15*	Excess Benefit Restoration Plan	S-1	333-229630	10.11	2/13/2019	
10.16*	Supplemental Benefit Restoration Plan	S-1	333-229630	10.12	2/13/2019	
10.17*	First Amendment to Supplemental Benefit Restoration Plan	S-1	333-229630	10.13	2/13/2019	
10.18*	Severance Plan for the Worldwide Leadership Team, effective March 1, 2017	S-1	333-229630	10.14	2/13/2019	
10.19**	Senior Executive Severance Plan, effective January 28, 2020	10-K	001-06631	10.19	1/30/2020	
10.20*	Annual Incentive Plan, effective November 25, 2013	S-1	333-229630	10.15	2/13/2019	
10.21*	Amended and Restated Deferred Compensation Plan for Executives and Outside Directors, effective January 1, 2011	S-1	333-229630	10.16	2/13/2019	
10.22*	First Amendment to Amended and Restated Deferred Compensation Plan for Executives and Outside Directors, dated August 26, 2011	S-1	333-229630	10.17	2/13/2019	

10.23*	Second Amendment to Amended and Restated Deferred Compensation Plan for Executives and Outside Directors, dated March 14, 2019	10-Q	001-00631	10.1	4/3/2024	
10.24*	Third Amendment to Amended and Restated Deferred Compensation Plan for Executives and Outside Directors, dated October 2, 2023	10-Q	001-00631	10.2	4/3/2024	
10.25*	Rabbi Trust Agreement, effective January 1, 2003, between the Registrant and Boston Safe Deposit Trust Company	S-1	333-229630	10.18	2/13/2019	
10.26*	Employment Agreement, dated June 9, 2011, between the Registrant and Charles V. Bergh	S-1	333-229630	10.19	2/13/2019	
10.27*	Amendment to Employment Agreement, effective May 8, 2012, between the Registrant and Charles V. Bergh	S-1	333-229630	10.20	2/13/2019	
10.28*	Amendment to Employment Agreement, effective January 30, 2018, between the Registrant and Charles V. Bergh	S-1	333-229630	10.21	2/13/2019	
10.29*	Employment Offer Letter, dated December 10, 2012, between the Registrant and Harmit Singh	S-1	333-229630	10.25	2/13/2019	
10.30*	Form of Amended and Restated Indemnification Agreement, between the Registrant and each of its directors and executive officers	S-1	333-229630	10.26	2/13/2019	
10.31	Lease, dated July 31, 1979, between the Registrant and Blue Jeans Equities West	S-1	333-229630	10.27	2/13/2019	
10.32	Amendment to Lease, dated January 1, 1998, between the Registrant and Blue Jeans Equities West	S-1	333-229630	10.28	2/13/2019	
10.33	Second Amendment to Lease, dated November 12, 2009, among the Registrant, Blue Jeans Equities West, Innsbruck LP and Plaza GB LP	S-1	333-229630	10.29	2/13/2019	
10.34	Second Amended and Restated Credit Agreement, dated May 23, 2017, among the Registrant, Levi Strauss & Co. (Canada) Inc., certain other subsidiaries of the Registrant party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Multicurrency Administrative Agent, and the other financial institutions, agents and arrangers party thereto	S-1	333-229630	10.30	2/13/2019	
10.35	Amendment No. 1 to Second Amended and Restated Credit Agreement, dated October 23, 2018, among the Registrant, Levi Strauss & Co. (Canada) Inc., JPMorgan Chase Bank, N.A., as Administrative Agent and JPMorgan Chase Bank, N.A., Toronto Branch, as Multicurrency Administrative Agent	S-1	333-229630	10.31	2/13/2019	
10.36*	Form of Director Restricted Stock Unit Grant Notice and Agreement under the 2019 Equity Incentive Plan	10-Q	001-06631	10.5	7/9/2019	
10.37*	Form of Director Restricted Stock Unit Grant Notice and Agreement under the 2016 Equity Incentive Plan	10-Q	001-00631	10.1	10/8/2019	
10.38	Amendment No. 2 to Second Amended and Restated Credit Agreement, dated as of January 5, 2021, by and among the Company, LS Canada, certain other subsidiaries of the Company party thereto, the Agents, and the other financial institutions, agents and arrangers party thereto	8-K	001-00631	10.1	1/7/2021	
10.39*	Employment Offer Letter, dated October 27, 2020, between the Registrant and Elizabeth O'Neill	10-Q	001-00631	10.2	4/8/2021	
10.40*	Director Compensation Policy, as amended December 12, 2024					X

10.41	Amendment No. 3 to Second Amended and Restated Credit Agreement among the Registrant, Levi Strauss & Co. (Canada) Inc., the lenders party thereto, JP Morgan Chase Bank, N.A., as Administrative Agent, and JPMorgan Chase Bank, N.A. Toronto Branch, as Multicurrency Administrative Agent	10-Q	001-00631	10.2	10/6/2021	
10.42	Amendment No. 4 to Second Amended and Restated Credit Agreement, dated as of September 20, 2021, among Levi Strauss & Co., a Delaware corporation, Levi Strauss & Co. (Canada) Inc., the lenders party thereto, JP Morgan Chase Bank, N.A., as Administrative Agent, and JPMorgan Chase Bank, N.A. Toronto Branch, as Multicurrency Administrative Agent	10-K	001-00631	10.42	1/26/2022	
10.43	Amendment No. 5 to Second Amended and Restated Credit Agreement, dated as of November 22, 2022, among the Registrant, Levi Strauss & Co. (Canada) Inc., the lenders party thereto, JP Morgan Chase Bank, N.A., as Administrative Agent, and JPMorgan Chase Bank, N.A. Toronto Branch, as Multicurrency Administrative Agent	8-K	001-00631	10.1	11/25/2022	
10.44	Amendment No. 6 and Waiver to Second Amended and Restated Credit Agreement, dated as of March 21, 2023, among the Registrant, Levi Strauss & Co. (Canada) Inc., the lenders party thereto, JP Morgan Chase Bank, N.A., as Administrative Agent, and JPMorgan Chase Bank, N.A. Toronto Branch, as Multicurrency Administrative Agent	10-Q	001-06631	10.1	4/6/2023	
10.45	Amendment No. 7 to Second Amended and Restated Credit Agreement, dated as of April 15, 2024, among Levi Strauss & Co., Levi Strauss & Co. (Canada) Inc., the Borrowers, and JPMorgan Chase Bank, N.A. Toronto Branch, as Multicurrency Administrative Agent					X
10.46	Amendment No. 8 to Second Amended and Restated Credit Agreement, dated as of November 8, 2024, by and among the Company, LS Canada, certain other subsidiaries of the Company party thereto, the Agents, and the other financial institutions, agents and arrangers party thereto	8-K	001-06631	10.1	11/12/2024	
10.47*	Employment Agreement, dated December 1, 2022, between the Registrant and Michelle Gass	10-K	001-00631	10.44	11/25/2023	
10.48	Third Amendment to Lease, dated August 1, 2011, among the Registrant, Blue Jeans Equities West, Innsbruck, LP and Plaza GB, LP.	10-K	001-00631	10.45	11/25/2023	
10.49	Fourth Amendment to Lease, dated November 10, 2022, among the Registrant and JPPF 1155 Battery, L.P.	10-K	001-00631	10.46	11/25/2023	
10.50*	Amended and Restated Senior Executive Severance Plan, effective January 1, 2025					X
10.51*	Employment Offer Letter between the Registrant and Gianluca Flore	8-K	001-06631	10.1	4/11/2024	
10.52*	General Release Agreement, dated September 13, 2024, between the Registrant and Tracy Layney					X
19.1	Insider Trading Policy					X
19.2	Rule 10(b)(5)-1 Trading Plan Guidelines					X
21.1	Subsidiaries of the Registrant					X
23.1	Consent of PricewaterhouseCoopers LLP, independent registered public accounting firm					X

31.1	Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X
31.2	Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	X
32.1†	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	X
97	Amended and Restated Policy for Recoupment of Incentive Compensation	X
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document	X
101.SCH	XBRL Taxonomy Extension Schema Document	X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	X
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	X
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	X
104	Cover Page Interactive Data File (formatted as inline XBRL and contained within Exhibit 101).	X

* Indicates management contract or compensatory plan or arrangement.

** Portions of this exhibit have been redacted and filed separately with the Commission, pursuant to a request for confidential treatment granted by the Commission.

† The certifications attached as Exhibit 32.1 accompany this Annual Report on Form 10-K are not deemed filed with the Commission and are not to be incorporated by reference into any filing of Levi Strauss & Co. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Annual Report on Form 10-K, irrespective of any general incorporation language contained in such filing.

SCHEDULE II

LEVI STRAUSS & CO. AND SUBSIDIARIES
VALUATION AND QUALIFYING ACCOUNTS

Allowance for Credit Losses	Balance at Beginning of Period	Additions Charged to Expenses	Deductions[1]	Balance at End of Period
		(Dollars in millions)		
December 1, 2024	$ 5.7	1.9	1.9	$ 5.7
November 26, 2023	$ 7.5	0.5	2.3	$ 5.7
November 27, 2022	$ 11.6	(1.1)	3.0	$ 7.5

Sales Returns	Balance at Beginning of Period	Additions Charged to Net Sales	Deductions[1]	Balance at End of Period
		(Dollars in millions)		
December 1, 2024	$ 60.2	530.9	526.7	$ 64.4
November 26, 2023	$ 54.4	432.8	427.0	$ 60.2
November 27, 2022	$ 57.4	327.0	330.0	$ 54.4

Sales Discounts and Incentives	Balance at Beginning of Period	Additions Charged to Net Sales	Deductions[1]	Balance at End of Period
		(Dollars in millions)		
December 1, 2024	$ 130.4	511.1	511.7	$ 129.8
November 26, 2023	$ 126.4	468.4	464.4	$ 130.4
November 27, 2022	$ 152.4	436.1	462.1	$ 126.4

Valuation Allowance Against Deferred Tax Assets	Balance at Beginning of Period	Changes in Related Gross Deferred Tax Asset	Change/(Release)	Balance at End of Period
		(Dollars in millions)		
December 1, 2024	$ 47.4	5.9	(0.4)	$ 52.9
November 26, 2023	$ 49.6	(0.2)	(2.0)	$ 47.4
November 27, 2022	$ 45.9	4.3	(0.6)	$ 49.6

(1) The charges to the accounts are for the purposes for which the allowances were created.

Item 16. ***FORM 10-K SUMMARY.***

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: January 29, 2025

LEVI STRAUSS & CO.
(Registrant)

By: /s/ HARMIT SINGH
Harmit Singh
Executive Vice President and
Chief Financial and Growth Officer
(Principal Financial Officer)

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Michelle Gass, Harmit Singh and David Jedrzejek, and each of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution for him or her, and in his or her name in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with exhibits thereto and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and either of them, his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title		
/s/ ROBERT A. ECKERT **Robert A. Eckert**	Chairperson of the Board	Date:	January 29, 2025
/s/ MICHELLE GASS **Michelle Gass**	Director, President and Chief Executive Officer (Principal Executive Officer)	Date:	January 29, 2025
/s/ TROY ALSTEAD **Troy Alstead**	Director	Date:	January 29, 2025
/s/ JILL BERAUD **Jill Beraud**	Director	Date:	January 29, 2025
/s/ SPENCER C. FLEISCHER **Spencer C. Fleischer**	Director	Date:	January 29, 2025
/s/ DAVID A. FRIEDMAN **David A. Friedman**	Director	Date:	January 29, 2025
/s/ YAEL GARTEN **Yael Garten**	Director	Date:	January 29, 2025
/s/ CHRISTOPHER J. MCCORMICK **Christopher J. McCormick**	Director	Date:	January 29, 2025
/s/ JENNY MING **Jenny Ming**	Director	Date:	January 29, 2025
/s/ DAVID MARBERGER **David Marberger**	Director	Date:	January 29, 2025
/s/ JOSHUA E. PRIME **Joshua E. Prime**	Director	Date:	January 29, 2025
/s/ ELLIOTT RODGERS **Elliott Rodgers**	Director	Date:	January 29, 2025
/s/ LISA STIRLING **Lisa Stirling**	Senior Vice President and Global Controller (Principal Accounting Officer)	Date:	January 29, 2025
/s/ HARMIT SINGH **Harmit Singh**	Executive Vice President and Chief Financial and Growth Officer (Principal Financial Officer)	Date:	January 29, 2025

Exhibit 4.8

**DESCRIPTION OF THE REGISTRANT'S SECURITIES
REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES
EXCHANGE ACT OF 1934**

Levi Strauss & Co. ("we," "our," "us," or the "Company") has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): our Class A common stock. The following summary of the terms of our common stock is based upon our amended and restated certificate of incorporation, our amended and restated bylaws and our registration rights agreement, dated March 6, 2019 among the Company and the stockholders named therein (the "Registration Rights Agreement"). This summary does not purport to be complete and is subject to, and is qualified in its entirety by express reference to, the applicable provisions of our amended and restated certificate of incorporation, our amended and restated bylaws and our Registration Rights Agreement, which are filed as exhibits to our Annual Report on Form 10-K, of which this Exhibit 4.8 is a part, and are incorporated by reference herein. We encourage you to read our amended and restated certificate of incorporation, our amended and restated bylaws, our Registration Rights Agreement and the applicable provisions of the Delaware General Corporation Law (the "DGCL") for more information.

DESCRIPTION OF CAPITAL STOCK

General

Our amended and restated certificate of incorporation provides for two classes of common stock: Class A common stock and Class B common stock. In addition, our amended and restated certificate of incorporation authorizes shares of undesignated preferred stock, the rights, preferences and privileges of which may be designated from time to time by our board of directors.

Our authorized capital stock consists of 1,632,000,000 shares, all with a par value of $0.001 per share, of which 1,200,000,000 shares are designated as Class A common stock, 422,000,000 shares are designated as Class B common stock and 10,000,000 shares are designated as preferred stock.

Our board of directors may issue additional shares of capital stock authorized by our amended and restated certificate of incorporation without stockholder approval, subject to obtaining stockholder approval to the extent required by the listing standards of the New York Stock Exchange (the "NYSE") or our amended and restated certificate of incorporation.

Class A Common Stock and Class B Common Stock

Voting Rights

Holders of our Class A common stock and Class B common stock have identical rights, provided that, except as otherwise expressly provided in our amended and restated certificate of incorporation or required by applicable law, on any matter that is submitted to a vote of our stockholders, holders of our Class A common stock are entitled to one vote per share of Class A common stock and holders of our Class B common stock are entitled to ten votes per share of Class B common stock. Holders of shares of Class A common stock and Class B common stock vote together as a single class on all matters (including the election of directors) submitted to a vote of stockholders, except as required by Delaware law or as otherwise provided in our amended and restated certificate of incorporation.

Under our amended and restated certificate of incorporation, we may not increase or decrease the authorized number of shares of Class A common stock or Class B common stock without the affirmative vote of the holders of a majority of the voting power of our Class A common stock and Class B common stock, voting together as a single class.

We have not provided for cumulative voting for the election of directors in our amended and restated certificate of incorporation.

Economic Rights

Except as otherwise expressly provided in our amended and restated certificate of incorporation or required by applicable law, shares of Class A common stock and Class B common stock have the same rights and privileges and rank equally, share ratably and are identical in all respects as to all matters, including, without limitation, those described below unless different treatment of the shares of each such class is approved by the affirmative vote of the holders of a majority of the outstanding shares of

Class A common stock and Class B common stock, each voting separately as a class.

Dividends. Any dividend or distribution paid or payable to the holders of shares of Class A common stock and Class B common stock are paid pro rata, on an equal priority, pari passu basis; provided, however, that if a dividend or distribution is paid in the form of Class A common stock or Class B common stock (or rights to acquire shares of Class A common stock or Class B common stock), then the holders of the Class A common stock shall receive Class A common stock (or rights to acquire shares of Class A common stock) and holders of Class B common stock shall receive Class B common stock (or rights to acquire shares of Class B common stock).

Liquidation. In the event of our liquidation, dissolution or winding-up, upon the completion of any distributions required with respect to any shares of preferred stock that may then be outstanding, our remaining assets legally available for distribution to common stockholders shall be distributed on an equal priority, pro rata basis to the holders of Class A common stock and Class B common stock.

Subdivisions and Combinations. If we subdivide or combine in any manner outstanding shares of Class A common stock or Class B common stock, then the outstanding shares of all common stock will be subdivided or combined in the same proportion and manner.

Change of Control Transaction. In connection with any change of control, the holders of Class A common stock and Class B common stock will be treated equally and identically with respect to shares of Class A common stock or Class B common stock owned by them provided, however, that in the event the consideration payable to our stockholders in such change in control is securities of another entity, the securities payable to the holders of Class B common stock may have more votes per share (but in no event more than ten times) the number of votes per share of the securities payable to the holders of Class A common stock.

Conversion

Each share of Class B common stock is convertible at any time at the option of the holder into one share of Class A common stock. In addition, each share of Class B common stock will convert automatically into one share of Class A common stock upon any transfer, except for certain transfers described in our amended and restated certificate of incorporation. In addition, all Class B common stock will convert automatically into Class A common stock on the last day of the fiscal quarter during which the then-outstanding shares of Class B common stock first represent less than 10% of the aggregate number of shares of the then-outstanding Class A common stock and Class B common stock; provided, that if the first day the shares of Class B common stock first represent less than 10% of the aggregate number of shares of the then-outstanding Class A common stock and Class B common stock occurs within 15 days of the end of a fiscal quarter, such conversion will occur on the last day of the following fiscal quarter.

Registration Rights

Holders of more than 90% of our Class B common stock have certain contractual rights with respect to the registration under the Securities Act of 1933, as amended (the “Securities Act”) of the shares of Class A common stock issuable upon conversion of their Class B common stock. These shares are collectively referred to as registrable securities.

Piggyback Registration Rights. If we register any of our securities for public sale, the holders of any then-outstanding registrable securities will be entitled to notice of, and will have the right to include their registrable securities in, such registration. These piggyback registration rights will be subject to specified conditions and limitations, including the right of the underwriters of any underwritten offering to limit the number of registrable securities to be included in such offering (but in no case below 50% of the total number of securities included in such offering).

Registration on Form S-3. If we are eligible to file a registration statement on Form S-3, the holders of any then-outstanding registrable securities will have the right to demand that we file registration statements on Form S-3. This right to have registrable securities registered on Form S-3 will be subject to specified conditions and limitations.

Expenses of Registration. Subject to specified conditions and limitations, we will pay all expenses relating to any registration made pursuant to the registration rights agreement, other than underwriting discounts and commissions.

Termination of Registration Rights. The registration rights of any particular holder of registrable securities will not be available when such holder is able to sell all of his, her or its registrable securities during a 90-day period pursuant to Rule 144 or other similar exemption from registration under the Securities Act.

Protective Provisions

So long as any shares of Class B common stock remain outstanding:

- the approval of the holders of a majority of our then-outstanding Class A common stock and Class B common stock, voting together as a single class, will be required in order for us to issue shares of Class A common stock, or securities convertible into or exercisable for Class A common stock, if the number of securities to be issued is equal to or exceeds 20% of the sum of the number of shares of Class A common stock and Class B common stock outstanding before such issuance (or if the number of securities to be issued, together with any securities issued as consideration for acquisitions within the 12 months prior to such issuance, is equal to or exceeds 20% of the sum of (a) the number of shares of Class A common stock and Class B common stock as of the first day of such 12-month period and (b) the number of shares of Class A common stock and Class B common stock issued subsequent to such date pursuant to options, RSUs, SARs or other awards issued pursuant to stockholder-approved equity incentive plans and acquisitions); and
- the approval of the holders of a majority of our then-outstanding Class B common stock will be required in order for us to: (i) amend, alter or repeal our amended and restated certificate of incorporation or our amended and restated bylaws in a manner that modifies the powers, preferences or rights of our Class B common stock; (ii) reclassify any outstanding shares of Class A common stock into shares having dividend or distribution rights that are senior to our Class B common stock or having the right to more than one vote per share; (iii) adopt or implement any stockholder rights plan that may have the effect of diluting the equity interest of any family member or entity controlled by a family member; (iv) issue shares of preferred stock, other than in connection with a stockholder rights plan; or (v) issue additional shares of Class B common stock, except upon the payment of certain dividends.

Anti-Takeover Provisions

Anti-Takeover Statute

We are subject to Section 203 of the DGCL, or Section 203, which generally prohibits a publicly held Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding, but not the outstanding voting stock owned by the interested stockholder, those shares owned (1) by persons who are directors and also officers and (2) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or after such date, the business combination is approved by the board of directors and authorized by the stockholders, by the affirmative vote of at least $66^{2}/_{3}$% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines a “business combination” to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an "interested stockholder" as an entity or person who, together with the person's affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

Anti-Takeover Effects of Certain Provisions of our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

Our amended and restated certificate of incorporation provides for a board of directors comprising three classes of directors, with each class serving a three-year term beginning and ending in different years than those of the other two classes. Only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms.

Because our stockholders do not have cumulative voting rights, stockholders holding a majority of the voting power of the Class A common stock and Class B common stock outstanding are able to elect all of our directors. Our amended and restated certificate of incorporation provides for a two-class common stock structure, which provides our current stockholders with significant influence over all matters requiring stockholder approval, including the election of directors and significant corporate transactions, such as a merger or other sale of our company or its assets.

Our amended and restated certificate of incorporation and amended and restated bylaws:

- establish a classified board of directors so that not all members are elected at one time;
- permit our board of directors to establish the number of directors and fill any vacancies and newly-created directorships;
- provide that members of our board of directors may be removed at any time, with or without cause;
- authorize the issuance of "blank check" preferred stock that our board of directors could use to implement a stockholder rights plan;
- provide that stockholders can take action by written consent, at an annual stockholder meeting or at a special stockholder meeting (which may be called by the Chairperson of our board of directors, our CEO, our board of directors (pursuant to a resolution adopted by a majority of the authorized directors) or stockholders entitled to cast 30% of the votes at such special meeting);
- provide that our board of directors is expressly authorized to make, alter or repeal our bylaws;
- restrict the forum for certain litigation against us to Delaware;
- reflect the dual class structure of our common stock; and
- establish advance notice requirements for nominations for election to our board of directors or for proposing matters that can be acted upon by stockholders.

The combination of these provisions makes it more difficult for another party to obtain control of us by replacing our board of directors. Since our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for another party to effect a change in management.

These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to reduce our vulnerability to hostile takeovers and to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of delaying changes in our control or management. As a consequence, these provisions may also inhibit fluctuations in the market price of our stock that could result from actual or rumored takeover attempts. We believe the benefits of these provisions, including increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure our company, outweigh the disadvantages of discouraging takeover proposals, because negotiation of takeover proposals could result in an improvement of their terms.

Choice of Forum

Our amended and restated certificate of incorporation and our amended and restated bylaws provide that the Court of Chancery of the State of Delaware is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: (i) any derivative action or proceeding brought on our behalf; (ii) any action asserting a breach of fiduciary duty; (iii) any action asserting a claim against us arising under the DGCL; (iv) any action regarding our amended and restated certificate of incorporation or our amended and restated bylaws; or (v) any action asserting a claim against us that is governed by the internal affairs doctrine. This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act or any other claim for which the U.S. federal courts have exclusive jurisdiction. Our amended and restated bylaws further provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complain asserting a cause of action arising under the Securities Act.

Transfer Agent and Registrar

The transfer agent and registrar for our Class A common stock is Computershare Trust Company, N.A. The transfer agent's address is 250 Royall Street, Canton, Massachusetts 02021-1011.

Listing

Our Class A common stock is currently listed on the NYSE under the symbol "LEVI."

Levi Strauss & Co.

Restricted Stock Unit Grant Notice
(2019 Equity Incentive Plan)

Levi Strauss & Co. (the "***Company***"), pursuant to its 2019 Equity Incentive Plan (the "***Plan***"), hereby awards to Participant a Restricted Stock Unit Award for the number of shares of the Company's Class A Common Stock ("***Restricted Stock Units***") set forth below (the "***Award***"). The Award is subject to all of the terms and conditions as set forth in this notice of grant (this "***Restricted Stock Unit Grant Notice***"), and in the Plan and the Restricted Stock Unit Award Agreement (the "***Award Agreement***"), both of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein shall have the meanings set forth in the Plan or the Award Agreement. In the event of any conflict between the terms in this Restricted Stock Unit Grant Notice or the Award Agreement and the Plan, the terms of the Plan shall control.

Participant: #ParticipantName#
Employee ID: #EmployeeID#
Date of Grant: #GrantDate#
Grant ID: #ClientGrantID#
Number of Restricted Stock Units: #QuantityGranted#

Vesting Schedule: Vests according to the following schedule, subject to Participant's Continuous Service through each such vesting date.

Vest Dates	Vest Quantity
#VestDate_1+C#	#VestQty_1+C#
#VestDate_2+C#	#VestQty_2+C#
#VestDate_3+C#	#VestQty_3+C#

VESTING DURING SEVERANCE PERIOD. If Participant is eligible for severance under a Company severance plan that provides for continued vesting in connection with a termination of employment, then the terms of such Company severance plan with respect to continued vesting shall apply.

RETIREMENT. In the event of Participant's Retirement (as defined below) that occurs at least 12 months after the Date of Grant set forth above, Participant's Award will continue to vest as if Participant had remained in Continuous Service through the vesting date(s) set forth above.

"***Retirement***" shall mean Participant's termination of Continuous Service for any reason (other than due to Participant's misconduct as determined by the Company in its sole discretion) after Participant has (i) attained age 60 and completed at least five (5) years of Continuous Service or (ii) attained age 55 and completed at least ten (10) years of Continuous Service.

DISABILITY OR DEATH. In the event Participant separates from service due to Disability or death, Participant will receive full vesting acceleration of Participant's Award.

Issuance Schedule: Subject to any Capitalization Adjustment, one share of Class A Common Stock (or its cash equivalent, at the discretion of the Company) will be issued for each Restricted Stock Unit that vests at the time set forth in Section 6 of the Award Agreement.

Additional Terms/Acknowledgements: Participant acknowledges receipt of, and understands and agrees to, this Restricted Stock Unit Grant Notice, the Award Agreement and the Plan. Participant further acknowledges that as of the Date of Grant, this Restricted Stock Unit Grant Notice, the Award Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of the Class A Common Stock pursuant to the Award specified above and supersede all prior oral and written agreements on the terms of this Award, with the exception, if applicable, of (i) restricted stock unit awards or options previously granted and delivered to Participant, (ii) the written employment agreement, offer letter or other written agreement entered into between the Company and Participant specifying the terms that should govern this specific Award, and (iii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law.

By accepting this Award, Participant acknowledges having received and read the Restricted Stock Unit Grant Notice, the Award Agreement and the Plan and agrees to all of the terms and conditions set forth in these documents. Participant consents to receive Plan documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Levi Strauss & Co. **Participant**

By: __ __
Signature Signature

Title: President & CEO Date: #AcceptanceDate#

Date: #GrantDate#

Attachments: Attachment I: Award Agreement; Attachment II: Plan

Attachment I

Levi Strauss & Co.

2019 Equity Incentive Plan
Restricted Stock Unit Award Agreement

Pursuant to the Restricted Stock Unit Grant Notice (the "***Grant Notice***") and this Restricted Stock Unit Award Agreement (the "***Agreement***"), Levi Strauss & Co. (the "***Company***") has awarded you ("***Participant***") a Restricted Stock Unit Award (the "***Award***") pursuant to the Company's 2019 Equity Incentive Plan (the "***Plan***") for the number of Restricted Stock Units/shares indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement or the Grant Notice shall have the same meanings given to them in the Plan. The terms of your Award, in addition to those set forth in the Grant Notice, are as follows.

1. Grant of the Award. This Award represents the right to be issued on a future date one (1) share of Class A Common Stock for each Restricted Stock Unit that vests on the applicable vesting date(s) (subject to any adjustment under Section 3 below) as indicated in the Grant Notice. As of the Date of Grant, the Company will credit to a bookkeeping account maintained by the Company for your benefit (the "***Account***") the number of Restricted Stock Units/shares of Class A Common Stock subject to the Award. Notwithstanding the foregoing, the Company reserves the right to issue you the cash equivalent of Class A Common Stock, in part or in full satisfaction of the delivery of Class A Common Stock in connection with the vesting of the Restricted Stock Units, and, to the extent applicable, references in this Agreement and the Grant Notice to Class A Common Stock issuable in connection with your Restricted Stock Units will include the potential issuance of its cash equivalent pursuant to such right. This Award was granted in consideration of your services to the Company.

2. Vesting. Subject to the limitations contained herein, your Award will vest, if at all, in accordance with the vesting schedule provided in the Grant Notice. Except as provided in the Grant Notice, vesting will cease upon the termination of your Continuous Service and the Restricted Stock Units credited to the Account that were not vested on the date of such termination will be forfeited at no cost to the Company and you will have no further right, title or interest in or to such Award or the shares of Class A Common Stock to be issued in respect of such portion of the Award.

3. Number of Shares. The number of Restricted Stock Units subject to your Award may be adjusted from time to time for Capitalization Adjustments, as provided in the Plan. Any additional Restricted Stock Units, shares, cash or other property that becomes subject to the Award pursuant to this Section 3, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units and shares covered by your Award. Notwithstanding the provisions of this Section 3, no fractional shares or rights for fractional shares of Class A Common Stock shall be created pursuant to this Section 3. Any fraction of a share will be rounded down to the nearest whole share.

4. Securities Law Compliance. You may not be issued any Class A Common Stock under your Award unless the shares of Class A Common Stock underlying the Restricted Stock Units are either (i) then registered under the Securities Act, or (ii) the Company has determined that such issuance would

be exempt from the registration requirements of the Securities Act. Your Award must also comply with other applicable laws and regulations governing the Award, and you shall not receive such Class A Common Stock if the Company determines that such receipt would not be in material compliance with such laws and regulations.

5. Transfer Restrictions. Prior to the time that shares of Class A Common Stock have been delivered to you, you may not transfer, pledge, sell or otherwise dispose of this Award or the shares issuable in respect of your Award, except as expressly provided in this Section 5. For example, you may not use shares that may be issued in respect of your Restricted Stock Units as security for a loan. The restrictions on transfer set forth herein will lapse upon delivery to you of shares in respect of your vested Restricted Stock Units.

(a) Death. Your Award is transferable by will and by the laws of descent and distribution. At your death, vesting of your Award will cease and your executor or administrator of your estate shall be entitled to receive, on behalf of your estate, any Class A Common Stock or other consideration that vested but was not issued before your death.

(b) Domestic Relations Orders. Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your right to receive the distribution of Class A Common Stock or other consideration hereunder, pursuant to a domestic relations order, marital settlement agreement or other divorce or separation instrument as permitted by applicable law that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this Award with the Company General Counsel prior to finalizing the domestic relations order or marital settlement agreement to verify that you may make such transfer, and if so, to help ensure the required information is contained within the domestic relations order or marital settlement agreement.

6. Date of Issuance.

(a) The issuance of shares in respect of the Restricted Stock Units is intended to comply with Treasury Regulations Section 1.409A-1(b)(4) and will be construed and administered in such a manner. Subject to the satisfaction of the Withholding Obligation set forth in Section 11 of this Agreement, in the event one or more Restricted Stock Units vests, the Company shall issue to you one (1) share of Class A Common Stock for each Restricted Stock Unit that vests on the applicable vesting date(s) (subject to any adjustment under Section 3 above, and subject to any different provisions in the Grant Notice). Each issuance date determined by this paragraph is referred to as an "***Original Issuance Date***".

(b) If the Original Issuance Date falls on a date that is not a business day, delivery shall instead occur on the next following business day. In addition, if:

(i) the Original Issuance Date does not occur (1) during an "open window period" applicable to you, as determined by the Company in accordance with the Company's then-effective policy on trading in Company securities, or (2) on a date when you are otherwise permitted to sell shares of Class A Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company's policies (a "***10b5-1 Arrangement***")), *and*

(ii) either (1) a Withholding Obligation does not apply, or (2) the Company decides, prior to the Original Issuance Date, (A) not to satisfy the Withholding Obligation by withholding shares of Class A Common Stock from the shares otherwise due, on the Original Issuance Date, to you under this Award, and (B) not to permit you to enter into a "same day sale" commitment with a broker-dealer pursuant to Section 11 of this Agreement (including but not limited to a commitment under a 10b5-1 Arrangement) and (C) not to permit you to pay your Withholding Obligation in cash,

then the shares that would otherwise be issued to you on the Original Issuance Date will not be delivered on such Original Issuance Date and will instead be delivered on the first business day when you are not prohibited from selling shares of the Company's Class A Common Stock in the open public market, but in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Class A Common Stock under this Award are no longer subject to a "substantial risk of forfeiture" within the meaning of Treasury Regulations Section 1.409A-1(d).

(c) The form of delivery (*e.g.*, a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

7. Dividends. You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment; provided, however, that this sentence will not apply with respect to any shares of Class A Common Stock that are delivered to you in connection with your Award after such shares have been delivered to you.

8. Restrictive Legends. The shares of Class A Common Stock issued in respect of your Award shall be endorsed with appropriate legends as determined by the Company.

9. Execution of Documents. You hereby acknowledge and agree that the manner selected by the Company by which you indicate your consent to your Grant Notice is also deemed to be your execution of your Grant Notice and of this Agreement. You further agree that such manner of indicating consent may be relied upon as your signature for establishing your execution of any documents to be executed in the future in connection with your Award.

10. Award not a Service Contract.

(a) Nothing in this Agreement (including, but not limited to, the vesting of your Award or the issuance of the shares in respect of your Award), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan shall: (i) confer upon you any right to continue in the employ or service of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company of the right to terminate you at will and without regard to any future vesting opportunity that you may have.

(b) By accepting this Award, you acknowledge and agree that the right to continue vesting in the Award pursuant to the vesting schedule provided in the Grant Notice may not be earned unless (in addition to any other conditions described in the Grant Notice and this Agreement) you

continue as an employee, director or consultant at the will of the Company or an Affiliate, as applicable (not through the act of being hired, being granted this Award or any other award or benefit) and that the Company has the right to reorganize, sell, spin-out or otherwise restructure one or more of its businesses or Affiliates at any time or from time to time, as it deems appropriate (a "***reorganization***"). You acknowledge and agree that such a reorganization could result in the termination of your Continuous Service, or the termination of Affiliate status of your employer and the loss of benefits available to you under this Agreement, including but not limited to, the termination of the right to continue vesting in the Award. You further acknowledge and agree that this Agreement, the Plan, the transactions contemplated hereunder and the vesting schedule set forth herein or any covenant of good faith and fair dealing that may be found implicit in any of them do not constitute an express or implied promise of continued engagement as an employee or consultant for the term of this Agreement, for any period, or at all, and shall not interfere in any way with the Company's right to terminate your Continuous Service at any time, with or without your cause or notice, or to conduct a reorganization.

11. Withholding Obligation.

(a) On each vesting date, and on or before the time you receive a distribution of the shares of Class A Common Stock in respect of your Restricted Stock Units, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, you hereby authorize any required withholding from the Class A Common Stock issuable to you and/or otherwise agree to make adequate provision, including in cash, for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate that arise in connection with your Award (the "***Withholding Obligation***").

(b) By accepting this Award, you acknowledge and agree that the Company or any Affiliate may, in its sole discretion, satisfy all or any portion of the Withholding Obligation relating to your Restricted Stock Units by any of the following means or by a combination of such means: (i) causing you to pay any portion of the Withholding Obligation in cash; (ii) withholding from any compensation otherwise payable to you by the Company; (iii) withholding shares of Class A Common Stock from the shares of Class A Common Stock issued or otherwise issuable to you in connection with the Award with a Fair Market Value (measured as of the date shares of Class A Common Stock are issued pursuant to Section 6) equal to the amount of such Withholding Obligation; provided, however, that the number of such shares of Class A Common Stock so withheld will not exceed the amount necessary to satisfy the Withholding Obligation using the maximum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income; and *provided*, further, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; and/or (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "***FINRA Dealer***"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares to be delivered in connection with your Restricted Stock Units to satisfy the Withholding Obligation and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Obligation directly to the Company and/or its Affiliates. Unless the Withholding Obligation is satisfied, the Company shall have no obligation to deliver to you any Class A Common Stock or any other consideration pursuant to this Award.

(c) In the event the Withholding Obligation arises prior to the delivery to you of Class A Common Stock or it is determined after the delivery of Class A Common Stock to you that the amount of the Withholding Obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

12. Tax Consequences. The Company has no duty or obligation to minimize the tax consequences to you of this Award and shall not be liable to you for any adverse tax consequences to you arising in connection with this Award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this Award and by signing the Grant Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so. You understand that you (and not the Company) shall be responsible for your own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

13. Unsecured Obligation. Your Award is unfunded, and as a holder of a vested Award, you shall be considered an unsecured creditor of the Company with respect to the Company's obligation, if any, to issue shares or other property pursuant to this Agreement. You shall not have voting or any other rights as a stockholder of the Company with respect to the shares to be issued pursuant to this Agreement until such shares are issued to you pursuant to Section 6 of this Agreement. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

14. Notices. Any notice or request required or permitted hereunder shall be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

15. Headings. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

16. Miscellaneous.

(a) The rights and obligations of the Company under your Award shall be transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) This Agreement shall be governed by the laws of Delaware, without regard to principles of conflict of laws of such state, and shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

17. Governing Plan Document. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. Your Award (and any compensation paid or shares issued under your Award) is subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, the Levi Strauss & Co. Amended and Restated Policy for Recoupment of Incentive Compensation, as amended from time to time, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law (collectively, the "***Clawback Policy***"), which Clawback Policy shall apply and be deemed incorporated herein to the extent applicable. No recovery of compensation under such a Clawback Policy will be an event giving rise to a right to voluntarily terminate employment upon a resignation for "good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

18. Effect on Other Employee Benefit Plans. The value of the Award subject to this Agreement shall not be included as compensation, earnings, salaries, or other similar terms used when calculating benefits under any employee benefit plan (other than the Plan) sponsored by the Company or any Affiliate except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any or all of the employee benefit plans of the Company or any Affiliate.

19. Severability. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

20. Other Documents. You hereby acknowledge receipt or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act. In addition, you acknowledge receipt of the Company's policy permitting certain individuals to sell shares only during certain "window" periods and the Company's insider trading policy, in effect from time to time.

21. Amendment. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by you and by a duly authorized representative of the Company. Notwithstanding the foregoing, this Agreement may be amended solely by the Board by a writing which

specifically states that it is amending this Agreement, so long as a copy of such amendment is delivered to you, and provided that, except as otherwise expressly provided in the Plan, no such amendment materially adversely affecting your rights hereunder may be made without your written consent. Without limiting the foregoing, the Board reserves the right to change, by written notice to you, the provisions of this Agreement in any way it may deem necessary or advisable to carry out the purpose of the Award as a result of any change in applicable laws or regulations or any future law, regulation, ruling, or judicial decision, provided that any such change shall be applicable only to rights relating to that portion of the Award which is then subject to restrictions as provided herein.

22. Compliance with Section 409A of the Code. This Award is intended to be exempt from the application of Section 409A of the Code, including but not limited to by reason of complying with the "short-term deferral" rule set forth in Treasury Regulation Section 1.409A-1(b)(4) and any ambiguities herein shall be interpreted accordingly. Notwithstanding the foregoing, if it is determined that the Award fails to satisfy the requirements of the short-term deferral rule and is otherwise not exempt from, and determined to be deferred compensation subject to Section 409A of the Code, this Award shall comply with Section 409A to the extent necessary to avoid adverse personal tax consequences and any ambiguities herein shall be interpreted accordingly. If it is determined that the Award is deferred compensation subject to Section 409A and you are a "Specified Employee" (within the meaning set forth in Section 409A(a)(2)(B)(i) of the Code) as of the date of your "Separation from Service" (as defined in Section 409A), then the issuance of any shares that would otherwise be made upon the date of your Separation from Service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the Separation from Service, with the balance of the shares issued thereafter in accordance with the original vesting and issuance schedule set forth above, but if and only if such delay in the issuance of the shares is necessary to avoid the imposition of adverse taxation on you in respect of the shares under Section 409A of the Code. Each installment of shares that vests is intended to constitute a "separate payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2). A termination of Continuous Service or a "Termination Date" (as defined under a Company severance plan) shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of any amounts or benefits that are considered nonqualified deferred compensation under Section 409A of the Code upon or following a termination of Continuous Service or a Termination Date, unless such termination is also a "separation from service" within the meaning of Section 409A of the Code and the payment therefor prior to a "separation from service" would violate Section 409A of the Code. For purposes of any provision of this Plan relating to any such payments or benefits, references to a "termination," "termination of Continuous Service," "Termination Date" or like terms shall mean "separation from service."

* * * * *

Attachment II

Levi Strauss & Co.

2019 Equity Incentive Plan

Levi Strauss & Co.

Restricted Stock Unit Grant Notice
(2019 Equity Incentive Plan)

Levi Strauss & Co. (the "***Company***"), pursuant to its 2019 Equity Incentive Plan (the "***Plan***"), hereby awards to Participant a Restricted Stock Unit Award for the number of shares of the Company's Class A Common Stock ("***Restricted Stock Units" or "PRSUs***") set forth below (the "***Award***"). The Award is subject to all of the terms and conditions as set forth in this notice of grant (this "***Restricted Stock Unit Grant Notice***"), and in the Plan and the Restricted Stock Unit Award Agreement (the "***Award Agreement***"), both of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein shall have the meanings set forth in the Plan or the Award Agreement. In the event of any conflict between the terms in this Restricted Stock Unit Grant Notice or the Award Agreement and the Plan, the terms of the Plan shall control.

Participant: #ParticipantName#
Employee ID: #EmployeeID#
Date of Grant: #GrantDate#
Grant ID: #ClientGrantID#
Target Number PRSUs ("***Target PRSUs***"): #QuantityGranted#
Maximum Number of PRSUs: 200% of Target PRSUs
Performance Period: Three-Year Period Comprised of Fiscal Years 2024, 2025, 2026
Vesting Date: #VestDate#

Vesting Schedule: PERFORMANCE GOALS: The actual number of PRSUs under this Award that will vest on the Vesting Date set forth above will be determined based on the level of achievement against the performance goals set forth in the related resolutions of the Board and set forth on Exhibit A to the Award Agreement (the "***Performance Goals***"). In each case, the goals and the extent to which they have been achieved will be determined by the Board, in its sole discretion.

PERFORMANCE VESTING: To the extent that the Performance Goals described above are achieved and PRSUs vest, as determined by the Board, then 100% of the earned PRSUs (which may range from zero to 200% of the Target PRSUs depending on achievement of the Performance Goals) shall vest on the Vesting Date set forth above, all subject to Continuous Service by Participant through the Vesting Date, except as set forth in this Restricted Stock Unit Grant Notice or the Award Agreement.

VESTING DURING SEVERANCE PERIOD. If Participant is eligible for severance under a Company severance plan that provides for continued vesting in connection with a termination of employment, then the terms of such Company severance plan with respect to continued vesting shall apply.

RETIREMENT. In the event of Participant's Retirement (as defined below) that occurs at least 12 months after the Date of Grant set forth in the Grant Notice, Participant will be deemed to have remained in Continuous Service through the Vesting Date and shall be eligible to receive payout with respect to Participant's PRSUs to the extent that the Performance Goals have been achieved and certified by the Board; provided, however, that Participant's deemed Continuous Service shall end and the Award shall expire, if Participant accepts other employment or professional relationship with a competitor of the Company (defined as another company primarily engaged in the apparel design or apparel retail business or any retailer with apparel sales in excess of $500 million

annually), or if Participant breaches Participant's remaining obligations to the Company (e.g., Participant's duty to protect confidential information and/or agreement not to solicit Company employees).

"***Retirement***" shall mean Participant's termination of Continuous Service for any reason (other than due to Participant's misconduct as determined by the Company in its sole discretion) after Participant has (i) attained age 60 and completed at least five (5) years of Continuous Service or (ii) attained age 55 and completed at least ten (10) years of Continuous Service.

Issuance Schedule: Subject to any Capitalization Adjustment, one share of Class A Common Stock (or its cash equivalent, at the discretion of the Company) will be issued for each Restricted Stock Unit that vests at the time set forth in Section 6 of the Award Agreement.

Additional Terms/Acknowledgements: Participant acknowledges receipt of, and understands and agrees to, this Restricted Stock Unit Grant Notice, the Award Agreement and the Plan. Participant further acknowledges that as of the Date of Grant, this Restricted Stock Unit Grant Notice, the Award Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of the Class A Common Stock pursuant to the Award specified above and supersede all prior oral and written agreements on the terms of this Award, with the exception, if applicable, of (i) restricted stock unit awards or options previously granted and delivered to Participant, (ii) the written employment agreement, offer letter or other written agreement entered into between the Company and Participant specifying the terms that should govern this specific Award, and (iii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law.

By accepting this Award, Participant acknowledges having received and read the Restricted Stock Unit Grant Notice, the Award Agreement and the Plan and agrees to all of the terms and conditions set forth in these documents. Participant consents to receive Plan documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Levi Strauss & Co. **Participant**

By: __ __
Signature Signature

Title: President & CEO Date: #AcceptanceDate#

Date: #GrantDate#

Attachments: Attachment I: Award Agreement; Attachment II: Plan

Attachment I

Levi Strauss & Co.

2019 Equity Incentive Plan
Restricted Stock Unit Award Agreement

Pursuant to the Restricted Stock Unit Grant Notice (the "***Grant Notice***") and this Restricted Stock Unit Award Agreement (the "***Agreement***"), Levi Strauss & Co. (the "***Company***") has awarded you ("***Participant***") a Restricted Stock Unit Award (the "***Award***") pursuant to the Company's 2019 Equity Incentive Plan (the "***Plan***") for the number of Restricted Stock Units/shares indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement or the Grant Notice shall have the same meanings given to them in the Plan. The terms of your Award, in addition to those set forth in the Grant Notice, are as follows.

1. Grant of the Award. This Award represents the right to be issued on a future date one (1) share of Class A Common Stock for each Restricted Stock Unit that vests on the applicable vesting date(s) (subject to any adjustment under Section 3 below) as indicated in the Grant Notice. As of the Date of Grant, the Company will credit to a bookkeeping account maintained by the Company for your benefit (the "***Account***") the number of Restricted Stock Units/shares of Class A Common Stock subject to the Award. Notwithstanding the foregoing, the Company reserves the right to issue you the cash equivalent of Class A Common Stock, in part or in full satisfaction of the delivery of Class A Common Stock in connection with the vesting of the Restricted Stock Units, and, to the extent applicable, references in this Agreement and the Grant Notice to Class A Common Stock issuable in connection with your Restricted Stock Units will include the potential issuance of its cash equivalent pursuant to such right. This Award was granted in consideration of your services to the Company.

2. Vesting. Subject to the limitations contained herein, your Award will vest, if at all, in accordance with the vesting schedule provided in the Grant Notice. Except as provided in the Grant Notice, vesting will cease upon the termination of your Continuous Service and the Restricted Stock Units credited to the Account that were not vested on the date of such termination will be forfeited at no cost to the Company and you will have no further right, title or interest in or to such Award or the shares of Class A Common Stock to be issued in respect of such portion of the Award.

3. Number of Shares. The number of Restricted Stock Units subject to your Award may be adjusted from time to time for Capitalization Adjustments, as provided in the Plan. Any additional Restricted Stock Units, shares, cash or other property that becomes subject to the Award pursuant to this Section 3, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units and shares covered by your Award. Notwithstanding the provisions of this Section 3, no fractional shares or rights for fractional shares of Class A Common Stock shall be created pursuant to this Section 3. Any fraction of a share will be rounded down to the nearest whole share.

4. Securities Law Compliance. You may not be issued any Class A Common Stock under your Award unless the shares of Class A Common Stock underlying the Restricted Stock Units are either (i) then registered under the Securities Act, or (ii) the Company has determined that such issuance would

be exempt from the registration requirements of the Securities Act. Your Award must also comply with other applicable laws and regulations governing the Award, and you shall not receive such Class A Common Stock if the Company determines that such receipt would not be in material compliance with such laws and regulations.

5. Transfer Restrictions. Prior to the time that shares of Class A Common Stock have been delivered to you, you may not transfer, pledge, sell or otherwise dispose of this Award or the shares issuable in respect of your Award, except as expressly provided in this Section 5. For example, you may not use shares that may be issued in respect of your Restricted Stock Units as security for a loan. The restrictions on transfer set forth herein will lapse upon delivery to you of shares in respect of your vested Restricted Stock Units.

(a) Death. Your Award is transferable by will and by the laws of descent and distribution. At your death, vesting of your Award will cease and your executor or administrator of your estate shall be entitled to receive, on behalf of your estate, any Class A Common Stock or other consideration that vested but was not issued before your death.

(b) Domestic Relations Orders. Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your right to receive the distribution of Class A Common Stock or other consideration hereunder, pursuant to a domestic relations order, marital settlement agreement or other divorce or separation instrument as permitted by applicable law that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this Award with the Company General Counsel prior to finalizing the domestic relations order or marital settlement agreement to verify that you may make such transfer, and if so, to help ensure the required information is contained within the domestic relations order or marital settlement agreement.

6. Date of Issuance.

(a) The issuance of shares in respect of the Restricted Stock Units is intended to comply with Treasury Regulations Section 1.409A-1(b)(4) and will be construed and administered in such a manner. Subject to the satisfaction of the Withholding Obligation set forth in Section 11 of this Agreement, in the event one or more Restricted Stock Units vests, the Company shall issue to you one (1) share of Class A Common Stock for each Restricted Stock Unit that vests on the applicable vesting date(s) (subject to any adjustment under Section 3 above, and subject to any different provisions in the Grant Notice). Each issuance date determined by this paragraph is referred to as an "***Original Issuance Date***".

(b) If the Original Issuance Date falls on a date that is not a business day, delivery shall instead occur on the next following business day. In addition, if:

(i) the Original Issuance Date does not occur (1) during an "open window period" applicable to you, as determined by the Company in accordance with the Company's then-effective policy on trading in Company securities, or (2) on a date when you are otherwise permitted to sell shares of Class A Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company's policies (a "***10b5-1 Arrangement***")), *and*

(ii) either (1) a Withholding Obligation does not apply, or (2) the Company decides, prior to the Original Issuance Date, (A) not to satisfy the Withholding Obligation by withholding shares of Class A Common Stock from the shares otherwise due, on the Original Issuance Date, to you under this Award, and (B) not to permit you to enter into a "same day sale" commitment with a broker-dealer pursuant to Section 11 of this Agreement (including but not limited to a commitment under a 10b5-1 Arrangement) and (C) not to permit you to pay your Withholding Obligation in cash,

then the shares that would otherwise be issued to you on the Original Issuance Date will not be delivered on such Original Issuance Date and will instead be delivered on the first business day when you are not prohibited from selling shares of the Company's Class A Common Stock in the open public market, but in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Class A Common Stock under this Award are no longer subject to a "substantial risk of forfeiture" within the meaning of Treasury Regulations Section 1.409A-1(d).

(c) The form of delivery (*e.g.*, a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

7. Dividends. You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment; provided, however, that this sentence will not apply with respect to any shares of Class A Common Stock that are delivered to you in connection with your Award after such shares have been delivered to you.

8. Restrictive Legends. The shares of Class A Common Stock issued in respect of your Award shall be endorsed with appropriate legends as determined by the Company.

9. Execution of Documents. You hereby acknowledge and agree that the manner selected by the Company by which you indicate your consent to your Grant Notice is also deemed to be your execution of your Grant Notice and of this Agreement. You further agree that such manner of indicating consent may be relied upon as your signature for establishing your execution of any documents to be executed in the future in connection with your Award.

10. Award not a Service Contract.

(a) Nothing in this Agreement (including, but not limited to, the vesting of your Award or the issuance of the shares in respect of your Award), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan shall: (i) confer upon you any right to continue in the employ or service of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company of the right to terminate you at will and without regard to any future vesting opportunity that you may have.

(b) By accepting this Award, you acknowledge and agree that the right to continue vesting in the Award pursuant to the vesting schedule provided in the Grant Notice may not be earned unless (in addition to any other conditions described in the Grant Notice and this Agreement) you

continue as an employee, director or consultant at the will of the Company or an Affiliate, as applicable (not through the act of being hired, being granted this Award or any other award or benefit) and that the Company has the right to reorganize, sell, spin-out or otherwise restructure one or more of its businesses or Affiliates at any time or from time to time, as it deems appropriate (a "***reorganization***"). You acknowledge and agree that such a reorganization could result in the termination of your Continuous Service, or the termination of Affiliate status of your employer and the loss of benefits available to you under this Agreement, including but not limited to, the termination of the right to continue vesting in the Award. You further acknowledge and agree that this Agreement, the Plan, the transactions contemplated hereunder and the vesting schedule set forth herein or any covenant of good faith and fair dealing that may be found implicit in any of them do not constitute an express or implied promise of continued engagement as an employee or consultant for the term of this Agreement, for any period, or at all, and shall not interfere in any way with the Company's right to terminate your Continuous Service at any time, with or without your cause or notice, or to conduct a reorganization.

11. Withholding Obligation.

(a) On each vesting date, and on or before the time you receive a distribution of the shares of Class A Common Stock in respect of your Restricted Stock Units, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, you hereby authorize any required withholding from the Class A Common Stock issuable to you and/or otherwise agree to make adequate provision, including in cash, for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate that arise in connection with your Award (the "***Withholding Obligation***").

(b) By accepting this Award, you acknowledge and agree that the Company or any Affiliate may, in its sole discretion, satisfy all or any portion of the Withholding Obligation relating to your Restricted Stock Units by any of the following means or by a combination of such means: (i) causing you to pay any portion of the Withholding Obligation in cash; (ii) withholding from any compensation otherwise payable to you by the Company; (iii) withholding shares of Class A Common Stock from the shares of Class A Common Stock issued or otherwise issuable to you in connection with the Award with a Fair Market Value (measured as of the date shares of Class A Common Stock are issued pursuant to Section 6) equal to the amount of such Withholding Obligation; provided, however, that the number of such shares of Class A Common Stock so withheld will not exceed the amount necessary to satisfy the Withholding Obligation using the maximum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income; and *provided*, further, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; and/or (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "***FINRA Dealer***"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares to be delivered in connection with your Restricted Stock Units to satisfy the Withholding Obligation and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Obligation directly to the Company and/or its Affiliates. Unless the Withholding Obligation is satisfied, the Company shall have no obligation to deliver to you any Class A Common Stock or any other consideration pursuant to this Award.

(c) In the event the Withholding Obligation arises prior to the delivery to you of Class A Common Stock or it is determined after the delivery of Class A Common Stock to you that the amount of the Withholding Obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

12. Tax Consequences. The Company has no duty or obligation to minimize the tax consequences to you of this Award and shall not be liable to you for any adverse tax consequences to you arising in connection with this Award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this Award and by signing the Grant Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so. You understand that you (and not the Company) shall be responsible for your own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

13. Unsecured Obligation. Your Award is unfunded, and as a holder of a vested Award, you shall be considered an unsecured creditor of the Company with respect to the Company's obligation, if any, to issue shares or other property pursuant to this Agreement. You shall not have voting or any other rights as a stockholder of the Company with respect to the shares to be issued pursuant to this Agreement until such shares are issued to you pursuant to Section 6 of this Agreement. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

14. Notices. Any notice or request required or permitted hereunder shall be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

15. Headings. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

16. Miscellaneous.

(a) The rights and obligations of the Company under your Award shall be transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) This Agreement shall be governed by the laws of Delaware, without regard to principles of conflict of laws of such state, and shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

17. Governing Plan Document. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. Your Award (and any compensation paid or shares issued under your Award) is subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, the Levi Strauss & Co. Amended and Restated Policy for Recoupment of Incentive Compensation, as amended from time to time, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law (collectively, the "***Clawback Policy***"). No recovery of compensation under such a Clawback Policy will be an event giving rise to a right to voluntarily terminate employment upon a resignation for "good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

18. Effect on Other Employee Benefit Plans. The value of the Award subject to this Agreement shall not be included as compensation, earnings, salaries, or other similar terms used when calculating benefits under any employee benefit plan (other than the Plan) sponsored by the Company or any Affiliate except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any or all of the employee benefit plans of the Company or any Affiliate.

19. Severability. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

20. Other Documents. You hereby acknowledge receipt or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act. In addition, you acknowledge receipt of the Company's policy permitting certain individuals to sell shares only during certain "window" periods and the Company's insider trading policy, in effect from time to time.

21. Amendment. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by you and by a duly authorized representative of the Company. Notwithstanding the foregoing, this Agreement may be amended solely by the Board by a writing which specifically states that it is amending this Agreement, so long as a copy of such amendment is delivered to

you, and provided that, except as otherwise expressly provided in the Plan, no such amendment materially adversely affecting your rights hereunder may be made without your written consent. Without limiting the foregoing, the Board reserves the right to change, by written notice to you, the provisions of this Agreement in any way it may deem necessary or advisable to carry out the purpose of the Award as a result of any change in applicable laws or regulations or any future law, regulation, ruling, or judicial decision, provided that any such change shall be applicable only to rights relating to that portion of the Award which is then subject to restrictions as provided herein.

22. Compliance with Section 409A of the Code. This Award is intended to be exempt from the application of Section 409A of the Code, including but not limited to by reason of complying with the "short-term deferral" rule set forth in Treasury Regulation Section 1.409A-1(b)(4) and any ambiguities herein shall be interpreted accordingly. Notwithstanding the foregoing, if it is determined that the Award fails to satisfy the requirements of the short-term deferral rule and is otherwise not exempt from, and determined to be deferred compensation subject to Section 409A of the Code, this Award shall comply with Section 409A to the extent necessary to avoid adverse personal tax consequences and any ambiguities herein shall be interpreted accordingly. If it is determined that the Award is deferred compensation subject to Section 409A and you are a "Specified Employee" (within the meaning set forth in Section 409A(a)(2)(B)(i) of the Code) as of the date of your "Separation from Service" (as defined in Section 409A), then the issuance of any shares that would otherwise be made upon the date of your Separation from Service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the Separation from Service, with the balance of the shares issued thereafter in accordance with the original vesting and issuance schedule set forth above, but if and only if such delay in the issuance of the shares is necessary to avoid the imposition of adverse taxation on you in respect of the shares under Section 409A of the Code. Each installment of shares that vests is intended to constitute a "separate payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2). A termination of Continuous Service or a "Termination Date" (as defined under a Company severance plan) shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of any amounts or benefits that are considered nonqualified deferred compensation under Section 409A of the Code upon or following a termination of Continuous Service or a Termination Date, unless such termination is also a "separation from service" within the meaning of Section 409A of the Code and the payment therefor prior to a "separation from service" would violate Section 409A of the Code. For purposes of any provision of this Plan relating to any such payments or benefits, references to a "termination," "termination of Continuous Service," "Termination Date" or like terms shall mean "separation from service."

* * * * *

EXHIBIT A

PERFORMANCE GOALS

Attachment II

Levi Strauss & Co.

2019 Equity Incentive Plan

Levi Strauss & Co.

Stock Appreciation Right Grant Notice
(2019 Equity Incentive Plan)

Levi Strauss & Co. (the "***Company***"), pursuant to its 2019 Equity Incentive Plan (the "***Plan***"), hereby awards to Participant a Stock Appreciation Right covering the number of Class A Common Stock equivalents (the "Stock Appreciation Rights") set forth below (the "***Award***"). The Award is subject to all of the terms and conditions as set forth in this notice of grant (this "***Stock Appreciation Right Grant Notice***"), and in the Plan and the Stock Appreciation Right Award Agreement (the "***Award Agreement***"), both of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein shall have the meanings set forth in the Plan or the Award Agreement. In the event of any conflict between the terms in this Stock Appreciation Right Grant Notice or the Award Agreement and the Plan, the terms of the Plan shall control.

Participant: #ParticipantName#
Employee ID: #EmployeeID#
Date of Grant: #GrantDate#
Grant ID: #ClientGrantID#
Number of Stock Appreciation Rights: #QuantityGranted#
Strike Price (Fair Market Value on Date of Grant): $#GrantPrice#
Expiration Date: #ExpirationDate#

Vesting Schedule: Vests according to the following schedule, subject to Participant's Continuous Service through each such vesting date.

Vest Dates	Vest Quantity
#VestDate_1+C#	#VestQty_1+C#
#VestDate_2+C#	#VestQty_2+C#
#VestDate_3+C#	#VestQty_3+C#
#VestDate_4+C#	#VestQty_4+C#

VESTING DURING SEVERANCE PERIOD. If Participant is eligible for severance under a Company severance plan that provides for continued vesting in connection with a termination of employment, then the terms of such Company severance plan with respect to continued vesting and exercisability shall apply.

RETIREMENT. In the event of Participant's Retirement (as defined below) that occurs at least 12 months after the Date of Grant set forth above, Participant's Award will continue to vest as if Participant had remained in Continuous Service through the vesting date(s) set forth above.

"***Retirement***" shall mean Participant's termination of Continuous Service for any reason (other than due to Participant's misconduct as determined by the Company in its sole discretion) after Participant has (i) attained age 60 and completed at least five (5) years of Continuous Service or (ii) attained age 55 and completed at least ten (10) years of Continuous Service.

DISABILITY OR DEATH. In the event Participant separates from service due to Disability or death, Participant will receive full vesting acceleration of Participant's Award.

Issuance Schedule: Subject to any Capitalization Adjustment, the amount payable upon exercise of each vested Award (whether paid in shares of Class A Common Stock or the cash equivalent) shall have a value equal to the excess of (i) the Fair Market Value per share of Class A Common Stock on the date of exercise, over (ii) the Fair Market Value per share of Class A Common Stock on the date of grant of the Award (as indicated in your Grant Notice).

Additional Terms/Acknowledgements: Participant acknowledges receipt of, and understands and agrees to, this Stock Appreciation Right Grant Notice, the Award Agreement and the Plan. Participant further acknowledges that as of the Date of Grant, this Stock Appreciation Right Grant Notice, the Award Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of the Class A Common Stock pursuant to the Award specified above and supersede all prior oral and written agreements on the terms of this Award, with the exception, if applicable, of (i) stock appreciation rights or options previously granted and delivered to Participant, (ii) the written employment agreement, offer letter or other written agreement entered into between the Company and Participant specifying the terms that should govern this specific Award, and (iii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law.

By accepting this Award, Participant acknowledges having received and read the Stock Appreciation Right Grant Notice, the Award Agreement and the Plan and agrees to all of the terms and conditions set forth in these documents. Participant consents to receive Plan documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

Levi Strauss & Co. **Participant**

By: __ __
Signature Signature

Title: President & CEO Date: #AcceptanceDate#

Date: #GrantDate#

Attachments: Attachment I: Award Agreement; Attachment II: Plan

Attachment I

Levi Strauss & Co.

2019 Equity Incentive Plan
Stock Appreciation right Award Agreement

Pursuant to the Stock Appreciation Right Grant Notice (the "***Grant Notice***") and this Stock Appreciation Right Award Agreement (the "***Agreement***"), Levi Strauss & Co. (the "***Company***") has awarded you ("***Participant***") a Stock Appreciation Right Award (the "***Award***") pursuant to the Company's 2019 Equity Incentive Plan (the "***Plan***") for the number of Stock Appreciation Rights indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement or the Grant Notice shall have the same meanings given to them in the Plan. The terms of your Award, in addition to those set forth in the Grant Notice, are as follows.

1. Grant of the Award. This Award represents the right to be issued upon exercise of each vested Award shares of Class A Common Stock with a value equal to the excess of (i) the Fair Market Value per share of Common Stock on the date of exercise, over (ii) the Fair Market Value per share of Common Stock on the date of grant of the Award (subject to any adjustment under Section 4 below) as indicated in the Grant Notice. Notwithstanding the foregoing, the Company reserves the right to issue you the cash equivalent of Class A Common Stock, in part or in full satisfaction of the delivery of Class A Common Stock in connection with the vesting and exercise of the Stock Appreciation Rights, and, to the extent applicable, references in this Agreement and the Grant Notice to Class A Common Stock issuable in connection with your Stock Appreciation Rights will include the potential issuance of its cash equivalent pursuant to such right. This Award was granted in consideration of your services to the Company.

2. Vesting. Subject to the limitations contained herein, your Award will vest, if at all, in accordance with the vesting schedule provided in the Grant Notice. Except as provided in the Grant Notice, vesting will cease upon the termination of your Continuous Service and the Stock Appreciation Rights that were not vested on the date of such termination will be forfeited at no cost to the Company and you will have no further right, title or interest in or to such Award or the shares of Class A Common Stock to be issued in respect of such portion of the Award. Only the vested portion of your Award shall be exercisable.

3. Term. You may not exercise your Award before the commencement or after the expiration of its term. The term of your Award commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;

(b) three (3) months after the termination of your Continuous Service for any reason other than Cause or your Retirement, Disability, death, or, if applicable, the end of the severance period provided in the Grant Notice; *provided, however,* that if during any part of such three (3) month period your Award is not exercisable solely because of a condition set forth in Section 5, your Award shall instead expire upon the earlier of

(i) the Expiration Date, or

(ii) following the lapse of any condition set forth in Section 5, the date it has been exercisable for three (3) aggregate months following the termination of your Continuous Service or, if applicable, the end of the severance period provided in the Grant Notice;

(c) eighteen (18) months after the termination of your Continuous Service due to your Disability or Retirement that does not qualify for continued vesting under the Grant Notice;

(d) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates;

(e) the Expiration Date indicated in your Grant Notice; or

(f) the day before the tenth (10th) anniversary of the Date of Grant.

4. Number of Shares. The number of Stock Appreciation Rights subject to your Award may be adjusted from time to time for Capitalization Adjustments, as provided in the Plan. Any additional Stock Appreciation Rights, shares, cash or other property that becomes subject to the Award pursuant to this Section 4, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Stock Appreciation Rights and shares covered by your Award. Notwithstanding the provisions of this Section 4, no fractional shares or rights for fractional shares of Class A Common Stock shall be created pursuant to this Section 4. Any fraction of a share will be rounded down to the nearest whole share.

5. Securities Law Compliance. You may not be issued any Class A Common Stock under your Award unless the shares of Class A Common Stock underlying the Stock Appreciation Rights are either (i) then registered under the Securities Act, or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your Award must also comply with other applicable laws and regulations governing the Award, and you shall not receive such Class A Common Stock if the Company determines that such receipt would not be in material compliance with such laws and regulations.

6. Transfer Restrictions. Prior to the time that shares of Class A Common Stock have been delivered to you, you may not transfer, pledge, sell or otherwise dispose of this Award or the shares issuable in respect of your Award, except as expressly provided in this Section 6. For example, you may not use shares that may be issued in respect of your Stock Appreciation Rights as security for a loan. The restrictions on transfer set forth herein will lapse upon delivery to you of shares in respect of your vested, exercised Stock Appreciation Rights.

(a) Death. Except as otherwise provided in the Plan, your Award is not transferable, except by will or by the applicable laws of descent and distribution, and is exercisable during your life only by you.

(b) Domestic Relations Orders. Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your right to receive the distribution of Class A Common Stock or other consideration hereunder, pursuant to a domestic relations order, marital settlement agreement or other divorce or separation instrument as permitted by applicable law that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this Award with the Company General Counsel prior to

finalizing the domestic relations order or marital settlement agreement to verify that you may make such transfer, and if so, to help ensure the required information is contained within the domestic relations order or marital settlement agreement.

7. Exercise. You may exercise the vested portion of your Award during its term by delivering a notice of exercise in accordance with such procedures as the Company may designate, together with such additional documents as the Company may then require.

8. Dividends. You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment; provided, however, that this sentence will not apply with respect to any shares of Class A Common Stock that are delivered to you in connection with your Award after such shares have been delivered to you.

9. Restrictive Legends. The shares of Class A Common Stock issued in respect of your Award shall be endorsed with appropriate legends as determined by the Company.

10. Execution of Documents. You hereby acknowledge and agree that the manner selected by the Company by which you indicate your consent to your Grant Notice is also deemed to be your execution of your Grant Notice and of this Agreement. You further agree that such manner of indicating consent may be relied upon as your signature for establishing your execution of any documents to be executed in the future in connection with your Award.

11. Award not a Service Contract.

(a) Nothing in this Agreement (including, but not limited to, the vesting of your Award or the issuance of the shares in respect of your Award), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan shall: (i) confer upon you any right to continue in the employ or service of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company of the right to terminate you at will and without regard to any future vesting opportunity that you may have.

(b) By accepting this Award, you acknowledge and agree that the right to continue vesting in the Award pursuant to the vesting schedule provided in the Grant Notice may not be earned unless (in addition to any other conditions described in the Grant Notice and this Agreement) you continue as an employee, director or consultant at the will of the Company or an Affiliate, as applicable (not through the act of being hired, being granted this Award or any other award or benefit) and that the Company has the right to reorganize, sell, spin-out or otherwise restructure one or more of its businesses or Affiliates at any time or from time to time, as it deems appropriate (a "***reorganization***"). You acknowledge and agree that such a reorganization could result in the termination of your Continuous Service, or the termination of Affiliate status of your employer and the loss of benefits available to you under this Agreement, including but not limited to, the termination of the right to continue vesting in the Award. You further acknowledge and agree that this Agreement, the Plan, the transactions contemplated hereunder and the vesting schedule set forth herein or any covenant of good faith and fair dealing that may be found implicit in any of them do not constitute an express or implied promise of continued engagement as an employee or consultant for the term of this Agreement, for any period, or at all, and shall not interfere in any way with the Company's right to terminate your Continuous Service at any time, with or without your cause or notice, or to conduct a reorganization.

12. Withholding Obligation.

(a) Upon exercise of your Stock Appreciation Rights, and on or before the time you receive a distribution of the shares of Class A Common Stock in respect of your Stock Appreciation Rights, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, you hereby authorize any required withholding from the Class A Common Stock issuable to you and/or otherwise agree to make adequate provision, including in cash, for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate that arise in connection with your Award (the "***Withholding Obligation***").

(b) By accepting this Award, you acknowledge and agree that the Company or any Affiliate may, in its sole discretion, satisfy all or any portion of the Withholding Obligation relating to your Stock Appreciation Rights by any of the following means or by a combination of such means: (i) causing you to pay any portion of the Withholding Obligation in cash; (ii) withholding from any compensation otherwise payable to you by the Company; (iii) withholding shares of Class A Common Stock from the shares of Class A Common Stock issued or otherwise issuable to you in connection with the Award with a Fair Market Value (measured as of the date shares of Class A Common Stock are issued to you) equal to the amount of such Withholding Obligation; provided, however, that the number of such shares of Class A Common Stock so withheld will not exceed the amount necessary to satisfy the Withholding Obligation using the maximum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income; and *provided*, further, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; and/or (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "***FINRA Dealer***"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares to be delivered in connection with your Stock Appreciation Rights to satisfy the Withholding Obligation and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Obligation directly to the Company and/or its Affiliates. Unless the Withholding Obligation is satisfied, the Company shall have no obligation to deliver to you any Class A Common Stock or any other consideration pursuant to this Award.

(c) In the event the Withholding Obligation arises prior to the delivery to you of Class A Common Stock or it is determined after the delivery of Class A Common Stock to you that the amount of the Withholding Obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

13. Tax Consequences. The Company has no duty or obligation to minimize the tax consequences to you of this Award and shall not be liable to you for any adverse tax consequences to you arising in connection with this Award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this Award and by signing the Grant Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so. You

understand that you (and not the Company) shall be responsible for your own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

14. Unsecured Obligation. Your Award is unfunded, and as a holder of a vested Award, you shall be considered an unsecured creditor of the Company with respect to the Company's obligation, if any, to issue shares or other property pursuant to this Agreement. You shall not have voting or any other rights as a stockholder of the Company with respect to the shares to be issued pursuant to this Agreement until such shares are issued to you pursuant to this Agreement. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

15. Notices. Any notice or request required or permitted hereunder shall be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

16. Headings. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

17. Miscellaneous.

(a) The rights and obligations of the Company under your Award shall be transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) This Agreement shall be governed by the laws of Delaware, without regard to principles of conflict of laws of such state, and shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

18. **Governing Plan Document**. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. Your Award (and any compensation paid or shares issued under your Award) is subject to recoupment in accordance with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, the Levi Strauss & Co. Amended and Restated Policy for Recoupment of Incentive Compensation, as amended from time to time, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law (collectively, the "***Clawback Policy***"), which Clawback Policy shall apply and be deemed incorporated herein to the extent applicable. No recovery of compensation under such a Clawback Policy will be an event giving rise to a right to voluntarily terminate employment upon a resignation for "good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

19. **Effect on Other Employee Benefit Plans.** The value of the Award subject to this Agreement shall not be included as compensation, earnings, salaries, or other similar terms used when calculating benefits under any employee benefit plan (other than the Plan) sponsored by the Company or any Affiliate except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any or all of the employee benefit plans of the Company or any Affiliate.

20. **Severability**. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

21. **Other Documents**. You hereby acknowledge receipt or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act. In addition, you acknowledge receipt of the Company's policy permitting certain individuals to sell shares only during certain "window" periods and the Company's insider trading policy, in effect from time to time.

22. **Amendment.** This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by you and by a duly authorized representative of the Company. Notwithstanding the foregoing, this Agreement may be amended solely by the Board by a writing which specifically states that it is amending this Agreement, so long as a copy of such amendment is delivered to you, and provided that, except as otherwise expressly provided in the Plan, no such amendment materially adversely affecting your rights hereunder may be made without your written consent. Without limiting the foregoing, the Board reserves the right to change, by written notice to you, the provisions of this Agreement in any way it may deem necessary or advisable to carry out the purpose of the Award as a result of any change in applicable laws or regulations or any future law, regulation, ruling, or judicial decision, provided that any such change shall be applicable only to rights relating to that portion of the Award which is then subject to restrictions as provided herein.

23. **Compliance with Section 409A of the Code**. This Award is intended to be exempt from the application of Section 409A of the Code, including but not limited to by reason of complying with the "short-term deferral" rule set forth in Treasury Regulation Section 1.409A-1(b)(4) and any ambiguities

herein shall be interpreted accordingly. Notwithstanding the foregoing, if it is determined that the Award fails to satisfy the requirements of the short-term deferral rule and is otherwise not exempt from, and determined to be deferred compensation subject to Section 409A of the Code, this Award shall comply with Section 409A to the extent necessary to avoid adverse personal tax consequences and any ambiguities herein shall be interpreted accordingly. If it is determined that the Award is deferred compensation subject to Section 409A and you are a "Specified Employee" (within the meaning set forth in Section 409A(a)(2)(B)(i) of the Code) as of the date of your "Separation from Service" (as defined in Section 409A), then the issuance of any shares that would otherwise be made upon the date of your Separation from Service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the Separation from Service, with the balance of the shares issued thereafter in accordance with the original vesting and issuance schedule set forth above, but if and only if such delay in the issuance of the shares is necessary to avoid the imposition of adverse taxation on you in respect of the shares under Section 409A of the Code. Each installment of shares that vests is intended to constitute a "separate payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2). A termination of Continuous Service or a "Termination Date" (as defined under a Company severance plan) shall not be deemed to have occurred for purposes of any provision of the Plan providing for the payment of any amounts or benefits that are considered nonqualified deferred compensation under Section 409A of the Code upon or following a termination of Continuous Service or a Termination Date, unless such termination is also a "separation from service" within the meaning of Section 409A of the Code and the payment therefor prior to a "separation from service" would violate Section 409A of the Code. For purposes of any provision of this Plan relating to any such payments or benefits, references to a "termination," "termination of Continuous Service," "Termination Date" or like terms shall mean "separation from service."

* * * * *

Attachment II

Levi Strauss & Co.

2019 Equity Incentive Plan

LEVI STRAUSS & CO.

DIRECTOR COMPENSATION POLICY

(Adopted and approved on December 12, 2024)

Each member of the Board of Directors (the "***Board***") of Levi Strauss & Co. (the "***Company***"), who is not an employee of the Company (each such member, a "***Non-Employee Director***"), will receive the compensation described in this Director Compensation Policy (the "***Director Compensation Policy***") for his or her Board service on and following the date set forth above (the "***Effective Date***").

The Director Compensation Policy will become effective upon the Effective Date and supersedes all prior arrangements with respect to the subject matter of this policy. The Director Compensation Policy may be amended at any time in the sole discretion of the Board.

Annual Cash Compensation

Subject to Section 7 below, each Non-Employee Director will receive the cash compensation set forth below for service on the Board or a committee of the Board. The annual cash compensation amounts will be payable in advance, in equal quarterly installments at the beginning of each fiscal quarter of the Company in which the service occurred. Any amount payable for a partial quarter of service in an applicable role will be pro-rated by multiplying such amount by a fraction, the numerator of which will be the number of days of service remaining in such quarter and the denominator of which will be the total number of days in such quarter. No repayment shall be required for a partial quarter of service in the event that a Non-Employee Director ceases to serve in an applicable role prior to quarter-end. All annual cash fees are vested upon payment. For purposes of clarity, the first quarterly installment of the annual retainers set forth below shall be paid for the first quarter that begins on or after the Effective Date.

1. **Annual Board Member Service Retainer**:
    a. All Non-Employee Directors: **$100,000**.
    b. Non-Employee Director serving as Board Chair: **$100,000** (in addition to above).
2. **Annual Committee Chair Service Retainer (in addition to Annual Board Member Service Retainer)**:
    a. Chair of the Audit Committee: **$25,000**.
    b. Chair of the Compensation Committee: **$20,000**.
    c. Chair of the Finance Committee: **$15,000**.
    d. Chair of the Nominating, Governance and Corporate Citizenship Committee: **$15,000**.

Equity Compensation

The equity awards contemplated by Sections 3 through 6 of this Director Compensation Policy will be granted under the Company's 2019 Equity Incentive Plan, or any successor equity incentive plan adopted by the Board and the stockholders of the Company (the "***Plan***"). This Director Compensation Policy, as it relates to such equity awards, forms a part of the Plan. In the event of any inconsistency between the Plan and this Director Compensation Policy, this Director Compensation Policy shall control.

3. **Automatic Equity Grants**. Annual grants made on and after the Effective Date shall be made as follows:

   a. Annual Grant for Continuing Non-Employee Directors. Without any further action of the Board, on the Effective Date and subsequently at the close of business on the date of each annual meeting of the Company's stockholders (each, an "***Annual Meeting***") beginning with the 2025 Annual Meeting, each continuing Non-Employee Director shall be granted a restricted stock unit award ("***RSU Award***") under the Plan covering shares ("***Shares***") of the Company's Class A Common Stock (as defined in the Plan) having an RSU Value equal to $175,000 (or $275,000 if such continuing Non-Employee Director is Board Chair) (a "***Continuing Director Annual RSU Award***"); provided that the number of Shares covered by each Continuing Director Annual RSU Award will be rounded down to the nearest whole Share. Each Continuing Director Annual RSU Award shall vest on the earlier of (x) the day before the next Annual Meeting or (y) the one-year anniversary of the grant date, subject to the applicable Non-Employee Director's Continuous Service (as defined in the Plan) through such vesting date; provided, however, that the RSU Award granted on the Effective Date shall vest on the one-year anniversary of the Effective Date subject to the applicable Non-Employee Director's Continuous Service through such vesting date.

   b. Annual Grant for New Non-Employee Directors. Without any further action of the Board, each person who, after the Effective Date, is elected or appointed for the first time to be a Non-Employee Director will automatically, upon the effective date of his or her initial election or appointment to be a Non-Employee Director, be granted an RSU Award under the Plan covering Shares having an RSU Value equal to $175,000 (or $275,000 if such new Non-Employee Director is Board Chair), multiplied by a fraction, the numerator of which is the number of days that are expected to lapse between the Non-Employee Director's appointment to the Board and the next Annual Meeting and the denominator of which is 365 (a "***New Director Annual RSU Award***"); provided that the number of Shares covered by each New Director Annual RSU Award will be rounded down to the nearest whole Share. Each New Director Annual RSU Award shall vest on the earlier of (x) the day before the next Annual Meeting or (y) the one-year anniversary of the grant date, subject to the applicable Non-Employee Director's Continuous Service through such vesting date.

4. **Calculation of RSU Value**. The "***RSU Value***" of an RSU Award to be granted under this policy will equal the number of Shares subject to the restricted stock unit award multiplied by the closing price of a Share on the stock exchange or a national market system on which the Shares are listed on the grant date (or, if the grant date is not a trading day, the most recent trading day preceding the grant date).

5. **Acceleration Events**. All vesting is subject to the Non-Employee Director's Continuous Service through the applicable vesting date. Notwithstanding the foregoing, if a Non-Employee Director remains in Continuous Service until immediately prior to (a) the Non-Employee Director's death, (b) the Non-Employee Director's separation from service (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended) due to Disability (as defined in the Plan), (c) the Non-Employee Director's separation from service due to Mandatory Retirement (as defined in this policy) or (d) the consummation of a change in control event within the meaning of Treasury Regulation Section 1.409A-3(i)(5) (each an "***Acceleration Event***"), any unvested portion of any RSU Award granted under this Director Compensation Policy on or after the Effective Date shall vest in full immediately prior to, and contingent upon, the applicable Acceleration Event. "***Mandatory Retirement***" shall mean a Non-Employee Director's mandatory retirement from the Board on the date of such Non-Employee Director's 72nd birthday. In addition, in the event that a

Non-Employee Director separates from service (other than due to death, Disability or Mandatory Retirement), a pro-rata portion of any unvested RSU Award granted under this Director Compensation Policy on or after the Effective Date equal to the number of Shares subject to the RSU Award multiplied by a fraction (the numerator of which is the number of days that have elapsed from the grant date of such RSU Award and the denominator of which is 365 or, for RSU Awards made under Section 3.b. above, the length of the vesting period for such RSU Awards) shall vest immediately prior to, and contingent upon such separation from service except if the Board determines, in its sole discretion, that the Non-Employee Director did not separate from service in good standing.

6. **Remaining Terms**. Any RSU Award that vests under this policy shall be settled at the time set forth in the applicable grant agreement (or, if applicable, at the time set forth in the applicable deferral election). The remaining terms and conditions of each RSU Award granted under this policy will be as set forth in the Plan and the applicable grant agreement, as it may be amended from time to time by the Board or a committee of the Board, as applicable. If permitted by the Company, the issuance of the Shares issuable with respect to an RSU Award may be deferred upon such terms and conditions as determined by the Company, subject to the Company's determination that any such right of deferral or any term of it complies with applicable laws or regulations in effect from time to time.

7. **Annual Cash Compensation Election**. Upon election by a Non-Employee Director in a form and within the timeframe prescribed by the Company, a Non-Employee Director may elect to defer a cash retainer in accordance with the terms and conditions of the Company's Amended and Restated Deferred Compensation Plan for Executives and Outside Directors, as amended, or any successor deferred compensation plan adopted by the Board and the stockholders of the Company.

8. **Stock Ownership Guidelines**. Non-Employee Directors must achieve stock ownership of $500,000 within five years of joining the Board.

a. Stock Ownership. Stock ownership will include Capital Stock (as defined in the Plan) owned directly by the Non-Employee Director, either in certificated form or through a brokerage account, including restricted Shares and Shares deliverable upon settlement of restricted stock units but excluding restricted Shares or restricted stock units that remain subject to achievement of performance goals. Stock ownership will not include Shares underlying stock options. Stock ownership will also include Shares owned indirectly, if the Non-Employee Director has an economic interest in the Shares. For this purpose, indirect ownership includes Shares held by immediate family members that would be beneficially owned and reported for purposes of the stock ownership table in the Company's proxy statement (excluding Shares subject to a right to acquire) and Shares beneficially owned and reportable on Table 1 of Forms 3, 4 or 5 or Shares in which an individual has a right to vote.

b. Stock Ownership Calculation. Compliance will be evaluated annually, and not on a running basis, based on the highest closing price of the Shares in the prior fiscal year.

c. Hardship. If these guidelines would place a severe hardship on a Non-Employee Director or prevent compliance with a court order, such as a marital dissolution property settlement, the Non-Employee Director may submit a request in writing to the Board that summarizes the circumstances and describes the extent to which an exemption from these guidelines is being requested. The Board will review the request and make a final decision as to whether to grant the hardship request. If the request is granted in whole or in part, the Board will develop an alternative stock ownership plan that reflects both the intention of these guidelines and the Non-Employee Director's individual circumstances.

Expenses; Other

The Company will reimburse each Non-Employee Director for ordinary, necessary, and reasonable out-of-pocket travel expenses to cover in-person attendance at, and participation in, Board and committee meetings, *provided*, that the Non-Employee Director timely submits to the Company appropriate documentation substantiating such expenses in accordance with the Company's travel and expense policy, as in effect from time to time. In addition, each Non-Employee Director will be eligible to participate in the charitable contribution matching program maintained by the Company for Non-Employee Directors, which provides for annual matching contributions of up to $7,500.

This Director Compensation Policy was adopted by the Board and may only be amended or terminated by the Board.

AMENDMENT NO. 7 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

AMENDMENT NO. 7 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of April 15, 2024 (this "Amendment"), among LEVI STRAUSS & CO., a Delaware corporation (the "U.S. Borrower"), LEVI STRAUSS & CO. (CANADA) INC., an Ontario corporation (the "Canadian Borrower" and together with the U.S. Borrower, the "Borrowers") and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Multicurrency Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Borrowers, the other Loan Parties party thereto, the Administrative Agent, the Multicurrency Administrative Agent and each lender from time to time party thereto (the "Lenders") have entered into a Second Amended and Restated Credit Agreement, dated as of May 23, 2017 and as amended as of October 23, 2018, January 5, 2021, July 22, 2021, September 20, 2021, November 22, 2022 and March 22, 2023 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") (capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Credit Agreement, as amended by this Amendment (the "Amended Credit Agreement"));

WHEREAS, certain loans, commitments and/or other extensions of credit (the "Loans") under the Credit Agreement denominated in Canadian Dollars (the "Affected Currency") incur or are permitted to incur interest, fees or other amounts based on the CDOR Rate in accordance with the terms of the Credit Agreement;

WHEREAS, a Benchmark Transition Event has occurred with respect to the CDOR Rate and pursuant to Section 2.14(b) of the Credit Agreement, the Multicurrency Administrative Agent and the Borrowers have determined in accordance with the Credit Agreement that the CDOR Rate for Canadian Dollars should be replaced with the applicable Benchmark Replacement for all purposes under the Credit Agreement and any Loan Document and such changes shall become effective at and after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders (such time, the "Objection Deadline"), so long as the Multicurrency Administrative Agent has not received, by such time, written notice of objection to such applicable Benchmark Replacement from Lenders comprising the Required Lenders; and

WHEREAS, pursuant to Section 2.14(c) of the Credit Agreement, the Multicurrency Administrative Agent has determined that certain Benchmark Replacement Conforming Changes are necessary or advisable and such changes shall become effective without any further consent of any other party to the Credit Agreement or any other Loan Document.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the sufficiency and receipt of all of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendment. Effective as of the Amendment No. 7 Effective Date (as defined below) and subject to the terms and conditions set forth herein, the Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Amended Credit Agreement attached as Exhibit A hereto.

SECTION 2. Conditions of Effectiveness. Section 1 of this Amendment shall become effective as of the first date (such date being referred to as the "Amendment No. 7 Effective Date") when each of the following conditions shall have been satisfied:

(a) The Multicurrency Administrative Agent shall have received executed signature pages hereto from each of the Borrowers and the Multicurrency Administrative Agent.

(b) The Multicurrency Administrative Agent shall have not received, by the Objection Deadline, written notice of objection to the applicable Benchmark Replacement from Lenders comprising the Required Lenders.

SECTION 3. Representations and Warranties. Each Borrower represents and warrants as follows as of the date hereof:

(a) each of the representations and warranties in the Amended Credit Agreement and in the other Loan Documents is true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof, except to the extent that any such representation or warranty expressly relates to an earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such earlier date; and

(b) at the time of and immediately after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

SECTION 4. Payment of Expenses. The Borrowers agree to reimburse the Multicurrency Administrative Agent for all reasonable fees, charges and disbursements of the Multicurrency Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including all reasonable fees, charges and disbursements of counsel to the Multicurrency Administrative Agent.

SECTION 5. Reference to and Effect on the Credit Agreement and the Loan Documents.

(a) On and after the Amendment No. 7 Effective Date, each reference to the Credit Agreement in any Loan Document and in the Credit Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Amended Credit Agreement.

(b) Each Borrower hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party and confirms that the Credit Agreement and each of the other Loan Documents, as specifically amended by this Amendment, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed, (ii) ratifies and reaffirms its prior grant and the validity of the Liens and security interests made pursuant to the Collateral Documents and

confirms that all such Liens and security interests continue in full force and effect to secure the Obligations under the Loan Documents after giving effect to this Amendment and (iii) ratifies and reaffirms its guaranty of the Obligations. Without limiting the generality of the foregoing, the Collateral Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations of the Loan Parties under the Loan Documents, in each case, as amended by this Amendment and all prior grants of security interests are hereby reaffirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Multicurrency Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents nor a novation thereof. On and after the effectiveness of this Amendment, this Amendment shall for all purposes constitute a Loan Document.

(d) By executing and delivering a copy of this Amendment, each Borrower hereby consents to this Amendment and agrees and confirms that all Obligations (including those created hereby) shall continue to be guaranteed and secured pursuant to the Loan Documents.

SECTION 6. Execution in Counterparts. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Amendment and/or any document to be signed in connection with this agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act, and the delivery of an executed counterpart of a signature page of this Amendment, any other Loan Document or any amendment or modification hereof or thereof by any such means (including ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

SECTION 7. Governing Law; Waivers.

(a) **THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

(b) Each Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any U.S. Federal or New York State court, in each case, sitting in New York, New York in any action or proceeding arising out of or relating to this Amendment, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Amendment shall affect any right that the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank

or any Lender may otherwise have to bring any action or proceeding relating to this Amendment against any Borrower or its properties in the courts of any jurisdiction.

(c) Each Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Amendment in any court referred to in paragraph (b) of this Section 7. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Amendment irrevocably consents to service of process in the manner provided for notices in Section 9.01 of the Amended Credit Agreement. Nothing in this Amendment will affect the right of any party to this Amendment to serve process in any other manner permitted by law.

(e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (x) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.

(f) Each Borrower hereby irrevocably and unconditionally waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 7 any special, exemplary, punitive or consequential damages.

SECTION 8. Headings. Section and Subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

[*The remainder of this page is intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

LEVI STRAUSS & CO., as U.S. Borrower

By: ____
Name:
Title:

LEVI STRAUSS & CO. (CANADA) INC.,
as Canadian Borrower

By: ____
Name:
Title:

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Multicurrency Administrative Agent

By: ____
Name:
Title:

EXHIBIT A

[See attached]

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

dated as of May 23, 2017,

as amended by Amendment No. 1 dated as of October 23, 2018

and

as amended by Amendment No. 2 dated as of January 5, 2021

(as conformed for

Amendment No. 3 dated as of July 22, 2021

and

Amendment No. 4 dated as of September 20, 2021)

and

as amended by Amendment No. 5 dated as of November 22, 2022

(as conformed for

Amendment No. 6 and Waiver dated as of March 22, 2023)

and

as amended by Amendment No. 7 dated as of April 15, 2024

and

as amended by Amendment No. 8 dated as of November 8, 2024

among

LEVI STRAUSS & CO.,
as U.S. Borrower

LEVI STRAUSS & CO. (CANADA) INC.,
as Canadian Borrower

The Lenders Party Hereto

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH,
as Multicurrency Administrative Agent

JPMORGAN CHASE BANK, N.A.,
BANK OF AMERICA, N.A.,
~~BANK OF THE WEST,~~
BNP PARIBAS~~,~~ SECURITIES CORP. and
HSBC BANK USA, ~~NATIONAL ASSOCIATION and~~N.A.,
~~GOLDMAN SACHS BANK USA,~~
as Co-Syndication Agents

~~MORGAN STANLEY MUFG LOAN PARTNERS, LLC and~~
BANK OF MONTREAL and

THE BANK OF NOVA SCOTIA,
as Co-Documentation Agents

JPMORGAN CHASE BANK, N.A.,
BANK OF AMERICA, N.A.,
BNP PARIBAS SECURITIES CORP., and
HSBC BANK USA, ~~NATIONAL ASSOCIATION~~N.A.,
as Joint Bookrunners and Joint Lead Arrangers

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of May 23, 2017 and as amended as of October 18, 2018, January 5, 2021, July 22, 2021, September 20, 2021, November 22, 2022, March 22, 2023~~and~~, April 15, 2024 and November 8, 2024 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), among LEVI STRAUSS & CO., a Delaware corporation (the "U.S. Borrower"), LEVI STRAUSS & CO. (CANADA) INC., an Ontario corporation (the "Canadian Borrower" and together with the U.S. Borrower, the "Borrowers"), the other Loan Parties party hereto, the Lenders party hereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent, and JPMORGAN CHASE BANK, N.A. TORONTO BRANCH, as Multicurrency Administrative Agent. This Agreement is the "Amended Credit Agreement" referred to in Amendment No. ~~5~~8.

W I T N E S E T H:

WHEREAS, on the Original Effective Date, a credit agreement (as amended prior to the First Amendment Effective Date, the "Original Credit Agreement") was entered into among the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, the other Loan Parties (as defined in the Original Credit Agreement) and the Lenders (as defined in the Original Credit Agreement);

WHEREAS, on the First Amendment Effective Date, an amended and restated credit agreement (as amended prior to the date hereof, the "Existing Credit Agreement") was entered into among the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, the other Loan Parties (as defined in the Existing Credit Agreement) and the Lenders (as defined in the Existing Credit Agreement), which amended and restated the Original Credit Agreement; and

WHEREAS, the parties to the Existing Credit Agreement have agreed to amend the Existing Credit Agreement in certain respects and to restate the Existing Credit Agreement as so amended as provided in this Agreement, effective upon satisfaction of certain conditions precedent set forth in Section 4.01.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that on the Second Amendment and Restatement Effective Date, the Existing Credit Agreement shall be amended and restated in its entirety as follows:

ARTICLE I

Definitions

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

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

"Account" has the meaning assigned to such term in the U.S. Security Agreement.

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

"Adjusted Daily Simple CORRA" means, with respect to any RFR Borrowing denominated in Canadian Dollars, an interest rate per annum equal to (a) the Daily Simple CORRA, *plus* (b) 0.29547%; provided that if the Adjusted Daily Simple CORRA as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted Daily Simple SOFR" means an interest rate per annum equal to (a) the Daily Simple SOFR, plus (b) 0.10%; provided that if the Adjusted Daily Simple SOFR ~~Rate~~ as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted Term CORRA Rate" means, for purposes of any calculation, the rate per annum equal to (a) the Term CORRA Rate for such calculation plus (b) 0.29547% for a one month Interest Period or 0.32138% for a three month Interest Period; provided that if Adjusted Term CORRA Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Adjusted Term SOFR Rate" means, for any Interest Period, an interest rate per annum equal to (a) the Term SOFR Rate for such Interest Period, plus (b) 0.10%; provided that if the Adjusted Term SOFR Rate as so determined would be less than the Floor, such rate shall be deemed to be equal to the Floor for the purposes of this Agreement.

"Administrative Agent" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Lenders hereunder, and its successors in such capacity.

"Administrative Agents" means the Administrative Agent and the Multicurrency Administrative Agent, collectively.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, 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.

"Agents" means, individually and collectively as the context may require, the Administrative Agent, the Multicurrency Administrative Agent, the Joint Lead Arrangers and Joint Bookrunners, the Co-Syndication Agents and the Co-Documentation Agents.

"Aggregate Credit Exposure" means, at any time, the aggregate Credit Exposure of all Lenders.

"Aggregate Revolving Exposure" means, at any time, the aggregate Revolving Exposure of all the Lenders.

"Agreed Currencies" means Dollars and Canadian Dollars.

"Alternate Base Rate" means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Adjusted Term SOFR Rate for a one month Interest Period as published two U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1%; provided that for the purpose of this definition, the Adjusted Term SOFR Rate for any day shall be based on the Term SOFR Reference Rate at approximately 5:00 a.m. Chicago time on such day (or any amended publication time for the Term SOFR Reference Rate, as specified by the CME Term SOFR Administrator in the Term SOFR Reference Rate methodology). Any change in the Alternate Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Adjusted Term SOFR Rate, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.14 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.14 (b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement.

"Amendment No. 2" means Amendment No. 2 to Second Amended and Restated Credit Agreement, dated as of January 5, 2021, by and among the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, the U.S. Issuing Banks, the Multicurrency Issuing Banks and the Lenders party thereto.

"Amendment No. 2 Effective Date" means January 5, 2021.

"Amendment No. 5" means Amendment No. 5 to Second Amended and Restated Credit Agreement, dated as of November 22, 2022, by and among the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent and the Lenders party thereto.

"Amendment No. 5 Effective Date" means November 22, 2022.

"Amendment No. 7" means Amendment No. 7 to Second Amended and Restated Credit Agreement, dated as of April 15, 2024, by and among the Borrowers and the Multicurrency Administrative Agent.

"Amendment No. 7 Effective Date" means April 15, 2024.

"Amendment No. 8" means Amendment No. 8 to Second Amended and Restated Credit Agreement, dated as of November 8, 2024, by and among the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, the U.S. Issuing Banks, the Multicurrency Issuing Banks and the Lenders party thereto.

"Amendment No. 8 Effective Date" means November 8, 2024.

"AML Legislation" has the meaning assigned to such term in Section 9.20.

"Ancillary Document" has the meaning assigned to it in Section 9.06(b).

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrowers or their respective Subsidiaries from time to time concerning or relating to bribery, corruption or money laundering, including, without limitation, the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder and the UK Bribery Act 2010.

"Applicable Administrative Agent" means (i) with respect to the Multicurrency Facility and Multicurrency Letters of Credit, the Multicurrency Administrative Agent and (ii) otherwise, the Administrative Agent.

"Applicable Pension Laws" means the *Pension Benefits Act* (Ontario) or the similar pension standards statute of Canada or other applicable Canadian jurisdictions, and the ITA, and the regulations of each, as amended from time to time (or any successor statute).

"Applicable Percentage" means, for any Revolving Lender:

(a) with respect to payments, computations and other matters relating to the U.S. Commitments or U.S. Revolving Loans, U.S. LC Exposure, Swingline Loans or U.S. Protective Advances, a percentage equal to a fraction, the numerator of which is the U.S. Commitment of such Revolving Lender and the denominator of which is the aggregate U.S. Commitments of all the U.S. Revolving Lenders (or, if the U.S. Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender's share of the aggregate U.S. Credit Exposure at that time); and

(b) with respect to payments, computations and other matters relating to the Multicurrency Commitments or Multicurrency Revolving Loans, Multicurrency LC Exposure or Multicurrency Protective Advances, a percentage equal to a fraction, the numerator of which is the Multicurrency Commitment of such Revolving Lender and the denominator of which is the aggregate Multicurrency Commitments of all the Multicurrency Revolving Lenders (or, if the Multicurrency Commitments have terminated or expired, the Applicable Percentage shall be determined based upon such Revolving Lender's share of the aggregate Multicurrency Credit Exposure at that time);

provided that, in accordance with Section 2.20, so long as any Lender shall be a Defaulting Lender, such Defaulting Lender's Commitment shall be disregarded in the calculations under clauses (a) and (b) above.

"Applicable Rate" means, for any day, with respect to any Loan, as the case may be, the applicable rate per annum set forth in the pricing grid below under the caption "Term Benchmark Loans" or "ABR/Canadian Prime Rate Loans," as the case may be, based upon the daily average Availability for the most recent Fiscal Quarter for which the Administrative Agent has received a Borrowing Base Certificate (the "Average Availability"):

		APPLICABLE TO THE FIRST $350,000,000 OF AGGREGATE OUTSTANDING REVOLVING LOANS (EXCLUDING LETTERS OF CREDIT) WHILE THE LEVI'S TRADEMARK IS INCLUDED IN THE U.S. BORROWING BASE		APPLICABLE TO OTHER REVOLVING LOANS AND LETTERS OF CREDIT	
LEVEL	**AVERAGE AVAILABILITY**	**TERM BENCHMARK LOANS**	**ABR/ CANADIAN PRIME RATE LOANS**	**TERM BENCHMARK LOANS**	**ABR/ CANADIAN PRIME RATE LOANS**
I	≥ 50% of the Line Cap	1.25%	0.25%	1.25%	0.25%
II	< 50% of the Line Cap	1.75%	0.75%	1.50%	0.50%

;provided that until the end of the date that is five Business Days after the date the Administrative Agent has received a Borrowing Base Certificate as of the last day of the first full Fiscal Quarter ending after the Amendment No. ~~5~~8 Effective Date, the Applicable Rate will be (i) 1.25%, in the case of Term Benchmark Loans and (ii) 0.25%, in the case of ABR Loans and Canadian Prime Rate Loans.

For purposes of the foregoing, except to the extent that Revolving Loans and Swingline Loans outstanding on any day exceed the Trademark Amount on such day, such Revolving Loans and Swingline Loans shall be deemed to be included in the "First $350,000,000 of Aggregate Outstanding Revolving Loans (Excluding Letters of Credit) While the Levi's Trademark is Included in the U.S. Borrowing Base" for purposes of the Applicable Rate.

Adjustments, if any, to the Applicable Rate shall be made on a quarterly basis and shall be effective five Business Days after the Administrative Agent has received the applicable Borrowing Base Certificate. If the U.S. Borrower fails to deliver the Borrowing Base Certificate to the Administrative Agent at the time required pursuant to this Agreement (taking into account all applicable grace periods), then the Applicable Rate shall be based on Level II until five days after such Borrowing Base Certificate is so delivered.

"AML Legislation" has the meaning assigned to such term in Section 9.20(a).

"Approved Fund" has the meaning assigned to such term in Section 9.04.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form (including electronic records generated by the use of an electronic platform) approved by the Administrative Agent.

"Availability" means, at any time, an amount equal to (i) the lesser of (x) the aggregate Commitments of all Lenders at such time and (y) the sum of (A) the U.S. Borrowing Base at such time plus (B) the lesser of (I) the Canadian Borrowing Base at such time and (II) the aggregate Multicurrency

Commitments at such time (such lesser amount between clauses (x) and (y) above at any time, the "Line Cap") minus (ii) the Aggregate Revolving Exposure on such date minus (iii) Reserves against Availability established by the Administrative Agent in its Permitted Discretion.

"Availability Period" means the period from and including the Amendment No. ~~2~~8 Effective Date to but excluding the earlier of the Maturity Date and the date of termination of the Commitments.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to clause (e) of Section 2.14.

"Average Availability" has the meaning assigned to such term in the definition of "Applicable Rate."

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"Bail-In Legislation" means (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"Banking Services" means each and any of the following bank services provided to any Loan Party or LSIFCS by any Lender or any of its Affiliates (each, a "Bank Product Provider"): (a) credit cards for commercial customers (including, without limitation, "commercial credit cards" and purchasing cards), (b) stored value cards and (c) treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

"Banking Services Obligations" of the Loan Parties or LSIFCS means any and all obligations of the Loan Parties or LSIFCS, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Banking Services.

"Banking Services Reserves" means all Reserves which the Administrative Agent from time to time establishes in its Permitted Discretion for Banking Services then provided or outstanding.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

"Bankruptcy Event" means, with respect to any Person, such Person becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding under applicable laws or otherwise, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business, appointed for it, or, in the good faith determination of the Administrative Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment or has had any order for relief in such proceeding entered in respect thereof; provided that a Bankruptcy Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person by a Governmental Authority or instrumentality thereof, provided, further, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority or instrumentality), to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Banks" has the meaning assigned to such term in Section 9.21.

"Benchmark" means, initially, with respect to any (i) Term Benchmark Loan denominated in Dollars, the Relevant Rate for such Agreed Currency or (ii) Term Benchmark Loan denominated in Canadian Dollars, the Adjusted Term CORRA Rate; provided that if a Benchmark Transition Event or a Term CORRA Reelection Event and the related Benchmark Replacement Date have occurred with respect to the applicable Relevant Rate or the then-current Benchmark for such Agreed Currency, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.14.

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Applicable Administrative Agent for the applicable Benchmark Replacement Date:

(1) in the case of any Loan denominated in Dollars, the Adjusted Daily Simple SOFR and/or in the case of any Loan denominated in Canadian Dollars, the Adjusted Daily Simple CORRA;

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Applicable Administrative Agent and the Borrower Representative as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for syndicated credit facilities denominated in the applicable Agreed Currency at such time and (b) the related Benchmark Replacement Adjustment;

provided that notwithstanding anything to the contrary in this Agreement or in any other Loan Document, upon the occurrence of a Term CORRA Reelection Event, and the delivery of a Term CORRA Notice, on the applicable Benchmark Replacement Date the "Benchmark Replacement" shall revert to and shall be deemed to be the Adjusted Term CORRA Rate.

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Interest Period and Available Tenor for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower Representative for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for syndicated credit facilities denominated in the applicable Agreed Currency at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement and/or any Term Benchmark Revolving Loan denominated in Dollars and/or Canadian Dollars, as applicable, any technical, administrative or operational changes (including changes to the definition of "Alternate Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period," the definition of "Canadian Prime Rate," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Applicable Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark and to permit the administration thereof by the Applicable Administrative Agent in a manner substantially consistent with market practice (or, if the Applicable Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Applicable Administrative Agent determines that no market practice for the administration of such Benchmark exists, in such other manner of administration as the Applicable Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means, with respect to any Benchmark, the earliest to occur of the following events with respect to such then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event," the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof);

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-

representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date; or

(3) in the case of a Term CORRA Reelection Event, the date that is thirty (30) days after the date a Term CORRA Notice (if any) is provided to the Lenders and the Borrower Representative pursuant to Section 2.14(c).

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Transition Event" means, with respect to any Benchmark, the occurrence of one or more of the following events with respect to such then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the NYFRB, the CME Term SOFR Administrator, the CORRA Administrator, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.14.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code to which Section 4975 of the Code applies, and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such "employee benefit plan" or "plan."

"BHC Act Affiliate" of a party means an "affiliate' (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"Borrower" or "Borrowers" means, individually or collectively, the U.S. Borrower and the Canadian Borrower.

"Borrower Representative" has the meaning assigned to such term in Section 12.01.

"Borrowing" means (a) Revolving Loans of the same Class and Type, made, converted or continued on the same date and in the same currency and, in the case of Term Benchmark Loans, as to which a single Interest Period is in effect, (b) a Swingline Loan, (c) a U.S. Protective Advance and (d) a Multicurrency Protective Advance.

"Borrowing Base" means the Canadian Borrowing Base or the U.S. Borrowing Base, as applicable.

"Borrowing Base Cash Collateral Account" means each U.S. Borrowing Base Cash Collateral Account or Canadian Borrowing Base Cash Collateral Account.

"Borrowing Base Certificate" means a certificate, signed and certified as accurate and complete by a Financial Officer of the Borrower Representative, in substantially the form of Exhibit C or another form proposed by the Borrower Representative which is reasonably acceptable to the Administrative Agent in its sole discretion.

"Borrowing Request" means a request by the Borrower Representative for a Borrowing in accordance with Section 2.03, which shall be in a form approved by the Administrative Agent.

"Business Day" means, any day that is not a Saturday, Sunday or other day on which commercial banks in New York City or San Francisco are authorized or required by law to remain closed; provided that, in addition to the foregoing, (a) when used in connection with a Term Benchmark Loan, the

term "Business Day" shall be, in relation to Loans referencing the Adjusted Term SOFR Rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Adjusted Term SOFR Rate or any other dealings of such Loans referencing the Adjusted Term SOFR Rate, any such day that is only a U.S. Government Securities Business Day and (b) when used in connection with a Multicurrency Loan or a Multicurrency Letter of Credit, the term "Business Day" shall also exclude any day in which commercial banks in Toronto, Canada are authorized or required by law to remain closed.

"CAM" has the meaning assigned to such term in Section 9.18.

"CAM Exchange" has the meaning assigned to such term in Section 9.18.

"CAM Exchange Date" has the meaning assigned to such term in Section 9.18.

"CAM Percentage" has the meaning assigned to such term in Section 9.18.

"Canada" means the country of Canada.

"Canadian Availability Cash Collateral Account" means an account of a Canadian Loan Party held with the Administrative Agent or Multicurrency Administrative Agent (or Bank of America, N.A., The Bank of Nova Scotia or one of their respective affiliates, or another financial institution approved by the Multicurrency Administrative Agent in its reasonable discretion) designated by the Borrower Representative as a "Canadian Availability Cash Collateral Account" and subject to a blocked account agreement in favor of the Administrative Agent and in form and substance reasonably satisfactory to the Administrative Agent.

"Canadian Benefit Plans" means any plan, fund, program, or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, under which any Canadian Loan Party or any Canadian Subsidiary of any Loan Party has any liability with respect to any employee or former employee, but excluding any Canadian Pension Plans.

"Canadian Borrower" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"Canadian Borrower Outstandings" means, at any time, the sum of (i) the Dollar Amount of the Multicurrency Revolving Loans to the Canadian Borrower outstanding at such time plus (ii) the Multicurrency LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower at such time plus (iii) the Dollar Amount of the Multicurrency Protective Advances to the Canadian Borrower outstanding at such time.

"Canadian Borrower Shared Outstandings" means, at any time, the amount by which the Canadian Borrower Outstandings at such time exceeds the Canadian Borrowing Base at such time.

"Canadian Borrowing Base" means, as of any date of determination (without duplication), a Dollar Amount equal to the sum of (i) subject to Section 6.04(o), 100% of cash and Cash Equivalent balances in Dollars or Canadian Dollars of the Canadian Loan Parties in the Canadian

Borrowing Base Cash Collateral Account and the Canadian Availability Cash Collateral Account plus (ii) 90% of Eligible Credit Card Receivables of the Canadian Loan Parties plus (iii) 85% of Eligible Accounts of the Canadian Loan Parties plus (iv) following completion of a field examination and Inventory appraisal reasonably satisfactory to the Administrative Agent, (a) 90% of the Net Orderly Liquidation Value of Eligible Retail Finished Goods of the Canadian Loan Parties and (b) 85% of the Net Orderly Liquidation Value of Eligible Wholesale Finished Goods of the Canadian Loan Parties (which shall not exceed 100% of the cost of Eligible Wholesale Finished Goods of the Canadian Loan Parties) minus (v) without duplication, Reserves established by the Administrative Agent in its Permitted Discretion.

"Canadian Borrowing Base Cash Collateral Account" means, collectively, one or more accounts of the Canadian Loan Parties, as designated from time to time by written notice from the Borrower Representative to the Administrative Agent, held with financial institutions and subject to control agreements in favor of the Administrative Agent and in form and substance reasonably satisfactory to the Administrative Agent.

"Canadian Collateral" means any and all property owned, leased or operated by a Person covered by the Canadian Collateral Documents and any and all other property of any Canadian Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent to secure the Canadian Secured Obligations.

"Canadian Collateral Documents" means, collectively, the Canadian Security Agreement and any other documents entered into guaranteeing payment of, or pursuant to which a Canadian Loan Party grants a Lien upon any property as security for payment of the Canadian Secured Obligations.

"Canadian Collection Account" means a "Collection Account" as defined in the Canadian Security Agreement.

"Canadian Dollars" and "Cdn.$" means dollars in the lawful currency of Canada.

"Canadian Guaranteed Obligations" has the meaning assigned to such term in Section 11.01.

"Canadian Guarantors" means the direct or indirect Canadian Subsidiaries of the U.S. Borrower (other than the Canadian Borrower) that become parties to this Agreement.

"Canadian Joinder Agreement" means a joinder agreement in substantially the form of Exhibit E-2.

"Canadian Levi's Trademarks" means the trademarks listed on Schedule 1.01, as it may be amended, amended and restated, supplemented or otherwise modified from time to time.

"Canadian Loan Guaranty" means Article XI of this Agreement.

"Canadian Loan Parties" means the Canadian Borrower and the Canadian Guarantors.

"Canadian Obligated Party" has the meaning assigned to such term in Section 11.02.

"Canadian Obligations" means all unpaid principal of and accrued and unpaid interest on the Multicurrency Loans to the Canadian Borrower, all Multicurrency LC Exposure in respect of Multicurrency Letters of Credit issued for the account of the Canadian Borrower, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Canadian Loan Parties to the Multicurrency Revolving Lenders, the Administrative Agent, the Multicurrency Administrative Agent, the Multicurrency Issuing Banks or any indemnified party arising under the Loan Documents.

"Canadian Pension Plans" means any registered plan, program or arrangement that is a pension plan for the purposes of any applicable Canadian federal or provincial pension legislation, which is maintained or contributed to by, or to which there is or may be an obligation to contribute by, a Loan Party or Subsidiary of a Loan Party operating in Canada in respect of any Person's employment in Canada with such Loan Party or Subsidiary, other than Plans established by statute, but does not include the Canadian Pension Plan maintained by the government of Canada or the Quebec Pension Plan maintained by the Province of Quebec.

"Canadian Prime Rate" means, on any day, the rate determined by the Multicurrency Administrative Agent to be the higher of (i) the rate equal to the PRIMCAN Index rate that appears on the Bloomberg screen at 10:15 a.m., Toronto time, on such day (or, in the event that the PRIMCAN Index is not published by Bloomberg, any other information services that publishes such index from time to time, as selected by the Multicurrency Administrative Agent in its reasonable discretion) and (ii) the Adjusted Term CORRA Rate for a one month Interest Period as published two (2) Business Days prior to such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1.00% per annum; provided that if any of the above rates shall be less than 1.00%, such rate shall be deemed to be 1.00% for purposes of this Agreement. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index shall be effective from and including the effective date of such change in the PRIMCAN Index. "Canadian Prime Rate" when used with respect to a Loan or a Borrowing shall refer to whether such Loan bears, or the Loans comprising such Borrowing are bearing, interest at a rate determined by reference to the Canadian Prime Rate.

"Canadian Secured Obligations" means all Canadian Obligations, together with all (a) Banking Services Obligations owing by the Canadian Loan Parties to Bank Product Providers; and (b) Swap Obligations of the Canadian Loan Parties owing to one or more Hedge Providers; provided that not later than 30 days after such Hedge Provider becomes a Hedge Provider, the Lender or Affiliate of a Lender party thereto (other than JPMCB or any of its Affiliates) shall have delivered written notice to the Administrative Agent that such Person is a Hedge Provider; provided, further, that the Canadian Secured Obligations with respect to any Guarantor shall not include Excluded Swap Obligations of such Guarantor.

"Canadian Security Agreement" means that certain Security Agreement, dated as of the Original Effective Date (as amended, amended and restated, supplemented or otherwise modified from time to time), between the Canadian Loan Parties and the Administrative Agent, for the benefit of the Administrative Agent, and the other Lender Parties, and any other pledge or security agreement entered into, after the Original Effective Date by any other Canadian Loan Party (as required by this Agreement or any other Loan Document).

"Canadian Subsidiary" means any Subsidiary of the U.S. Borrower that is organized under the laws of Canada or any province or territory thereof.

"Capital Lease Obligations" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases or financing leases on a balance sheet of such Person under GAAP as in effect on the Original Effective Date, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP. For the avoidance of doubt, "Capital Lease Obligations" shall not include obligations or liabilities of any Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations would be required to be classified and accounted for as an operating lease under GAAP as existing on the Amendment No. ~~2~~8 Effective Date.

"Capital Markets Transaction" means an issuance or sale of unsecured Indebtedness by the U.S. Borrower through a public offering or private placement or under any unsecured term facility.

"Cash Collateral" means cash, and any interest or other income earned thereon, that is delivered to the Administrative Agent to Cash Collateralize any Letter of Credit.

"Cash Collateralize" means the delivery of cash to the Administrative Agent, as security for the payment of Obligations in respect of any Letter of Credit, in an amount equal to 103% of the face amount of such Letter of Credit. "Cash Collateralization" has a correlative meaning.

"Cash Collateralized Letter of Credit" means a Letter of Credit requested to be issued as a Cash Collateralized Letter of Credit in accordance with Section 2.06(b) or converted into a Cash Collateralized Letter of Credit pursuant to Section 2.06(l) and otherwise issued in accordance with the conditions hereunder applicable to a Cash Collateralized Letter of Credit, provided that upon effectiveness of the conversion of any Cash Collateralized Letter of Credit in accordance with Section 2.06(l), such Letter of Credit shall no longer be a "Cash Collateralized Letter of Credit" for purposes of this Agreement.

"Cash Equivalents" means, as of any date of determination, (a) marketable securities (i) issued or directly and unconditionally guaranteed as to interest and principal by the United States government or, in the case of any Canadian Loan Party, the Canadian government or (ii) issued by any agency of the United States or, in the case of any Canadian Loan Party, Canada, in each case maturing within one year after such date; (b) taxable or tax-exempt marketable direct obligations issued by any state of the United States or, in the case of any Canadian Loan Party, any province, commonwealth or territory of Canada or any political subdivision of any such state, province, commonwealth or territory or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency; (c) commercial paper maturing no more than two hundred seventy (270) days from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or the equivalent thereof from another nationally recognized rating agency; (d) time deposits, certificates of deposit or bankers' acceptances maturing within one year after such date and issued or accepted by any Lender or by any commercial bank organized under the laws of the United States, any state thereof or an OECD country having, at such date, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency (except as otherwise approved by the Treasurer of the U.S. Borrower in a manner consistent with board-approved policy) or by a primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of

New York; (e) repurchase agreements with financial institutions organized under the laws of the United States, any state thereof or an OECD country having, at such date, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency (except as otherwise approved by the Treasurer of the U.S. Borrower in a manner consistent with board-approved policy) or with a primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of New York; (f) Dollar denominated fixed or floating rate notes and foreign currency denominated fixed or floating rate notes, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A or A-1 from S&P or the equivalent thereof from another nationally recognized rating agency; (g) variable rate demand notes with interest reset period and related put at par at 7-day intervals and having, at the time of the acquisition thereof, a rating of at least AA from S&P or the equivalent thereof from another nationally recognized rating agency; or (h) money market funds that (i) (x) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940 or (y) in the case of any Canadian Loan Party, are money market mutual funds (as defined in National Instrument 81-102 Mutual Funds) that are reporting issuers (as defined in Ontario securities law) in the Province of Ontario, (ii) are rated at least A- by S&P or the equivalent thereof from another nationally recognized ratings agency and (iii) have portfolio assets of at least $1,000,000,000.

"Change in Law" means (a) the adoption of any law, rule, regulation or treaty (including any rules or regulations issued under or implementing any existing law) after the date of this Agreement; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority after the date of this Agreement; or (c) compliance by any Lender or the Issuing Bank (or, for purposes of Section 2.15(b), by any lending office of such Lender or by such Lender's or the Issuing Bank's holding company, if any) with any request, guideline, requirement or directive (whether or not having the force of law) of any Governmental Authority made or issued after the date of this Agreement; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines, requirements or directives thereunder or issued in connection therewith or in the implementation thereof and (y) all requests, rules, guidelines, requirements or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law," regardless of the date enacted, adopted, issued or implemented.

"Change of Control" means:

(a) if any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act or any successor provisions to either of the foregoing), including any group acting for the purpose of acquiring, holding, voting or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act, other than any one or more of the Permitted Holders, becomes the beneficial owner, directly or indirectly, of more than fifty percent (50%) of the total voting power of the voting stock of the U.S. Borrower, provided, however, that the Permitted Holders are the beneficial owners, directly or indirectly, in the aggregate of a lesser percentage of the total voting power of the voting stock of the U.S. Borrower than that other person or group;

(b) an event or series of events by which during any period of 24 consecutive months, a majority of the members of the board of directors or other equivalent governing body

of the U.S. Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period or (ii) whose election or nomination to that board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or who were nominated by Permitted Holders; or

(c) the occurrence of any "Change in Control" as defined in any indenture or agreement executed in connection with a Capital Markets Transaction.

For purposes of this definition (i) "beneficial owner" means a beneficial owner as defined in Rule 13d-3 under the Exchange Act, except that (A) a person shall be deemed to be the beneficial owner of all shares that the person has the right to acquire, whether that right is exercisable immediately or only after the passage of time and (B) Permitted Holders shall be deemed to be the beneficial owners of any voting stock of a corporation or other legal entity held by any other corporation or other legal entity so long as the Permitted Holders beneficially own, directly or indirectly, in the aggregate a majority of the total voting power of the voting stock of that corporation or other legal entity; and (ii) "voting stock" means all classes of Equity Interests then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors.

"Charges" has the meaning assigned to such term in Section 9.17.

"Class" when used in reference to (i) any Commitment, refers to whether such Commitment is a U.S. Commitment or a Multicurrency Commitment and (ii) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are U.S. Revolving Loans, Multicurrency Revolving Loans, Swingline Loans, Multicurrency Protective Advances or U.S. Protective Advances.

"Class A Common Shares" means the U.S. Borrower's Class A Common Stock, par value $0.001 per share.

"Class B Common Shares" means the U.S. Borrower's Class B Common Stock, par value $0.001 per share.

"CME Term SOFR Administrator" means CME Group Benchmark Administration Limited as administrator of the forward-looking term Secured Overnight Financing Rate (SOFR) (or a successor administrator).

"Co-Documentation Agents" means, collectively, ~~Morgan Stanley MUFG Loan Partners, LLC, acting through MUFG Bank, Ltd. and Morgan Stanley Senior Funding, Inc.~~Bank of Montreal and The Bank of Nova Scotia.

"Co-Syndication Agents" means, collectively, BNP Paribas Securities Corp., HSBC Bank USA, ~~National Association~~N.A., Bank of America, N.A~~,~~ and JPMorgan Chase Bank ~~of the West and Goldman Sachs Bank USA~~, N.A.

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

"Collateral" means the U.S. Collateral and the Canadian Collateral.

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

"Collateral Documents" means, collectively, the U.S. Collateral Documents and the Canadian Collateral Documents.

"Collection Account" means the Canadian Collection Account or the U.S. Collection Account.

"Commitment" means, with respect to each Lender, such Lender's U.S. Commitment and/or Multicurrency Commitment from time to time.

"Commitment Fee Rate" means 0.20% per annum.

"Commitment Schedule" means the Schedule attached hereto identified as such.

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

"Compliance Certificate" means a certificate, signed and certified as accurate and complete by a Financial Officer of the Borrower Representative, in substantially the form of Exhibit D or another form which is mutually acceptable to the Administrative Agent and the Borrower Representative.

"Compliance Period" means each period commencing on the date (which was not part of a previously commenced Compliance Period) when Availability is less than the Minimum Excess Availability Amount and ending on the date when Availability has been at least the Minimum Excess Availability Amount for 30 consecutive days.

"Consolidated Capital Expenditures" means, for any period, the sum of the aggregate of all expenditures (whether paid in cash or other consideration or accrued as a liability and including Capital Lease Obligations of the U.S. Borrower and its Subsidiaries) by the U.S. Borrower and its Subsidiaries during that period that, in conformity with GAAP, are included in "additions to property, plant or equipment" or comparable items reflected in the consolidated statement of cash flows of the U.S. Borrower and its Subsidiaries but excluding the aggregate of all expenditures by the U.S. Borrower and its Subsidiaries during that period to acquire (by purchase or otherwise) the business, property or fixed assets of any Person, or the stock or other evidence of beneficial ownership of any Person that, as a result of such acquisition, becomes a Subsidiary of the U.S. Borrower. For purposes of this definition, the purchase price of equipment that is purchased simultaneously with the trade-in of existing equipment or with insurance proceeds shall be included in Consolidated Capital Expenditures only to the extent of the gross amount of such purchase price less the credit granted by the seller of such equipment for the equipment being traded in at such time or the amount of such proceeds, as the case may be.

"Consolidated EBITDA" means, for any period, an amount equal to, for the U.S. Borrower and its consolidated Subsidiaries:

(a) the sum of Consolidated Net Income for that period, plus the following to the extent reducing Consolidated Net Income for that period:

(1) the provision for taxes based on income or profits or utilized in computing net loss,

(2) Consolidated Interest Expense,

(3) depreciation,

(4) amortization of intangibles,

(5) any non-recurring expenses relating to, or arising from, any closures of facilities; any restructuring costs; facilities relocation costs; and integration costs and fees (including cash severance payments) made in connection with acquisitions, in an aggregate amount for all such expenses pursuant to this clause (a)(5) not to exceed 15% of Consolidated EBITDA for such period prior to giving effect to this clause (a)(5),

(6) any non-cash impairment charge or asset write-off (other than any such charge or write-off of Inventory) and the amortization of intangibles,

(7) inventory purchase accounting adjustments and amortization and impairment charges resulting from other purchase accounting adjustments in connection with acquisitions,

(8) fees and expenses related to any offering of securities, Investments permitted hereby, acquisition and incurrence of Indebtedness permitted to be incurred hereunder (whether or not successful), and

(9) any other non-cash items (other than any non-cash item to the extent that it represents an accrual of or reserve for cash expenditures in any future period), minus

(b) all non-cash items increasing Consolidated Net Income for that period (other than any such non-cash item to the extent that it has resulted or will result in the receipt of cash payments in any period).

"Consolidated Fixed Charge Coverage Ratio" means, as of any date of determination, the ratio of (a)(i) Consolidated EBITDA for the twelve Fiscal Months most recently ended minus (ii) the sum of (A) the aggregate amount of all Consolidated Capital Expenditures made by the U.S. Borrower and its Subsidiaries during such period plus (B) federal, state, local and foreign income taxes paid in cash during such period, to (b) the sum, without duplication, of (i) Consolidated Interest Expense for such period, (ii) the amount of Restricted Payments made by the U.S. Borrower during such period in reliance on the proviso to Section 6.08(a) and (iii) the aggregate principal amount (or the equivalent thereto) of all scheduled repayments of Indebtedness (other than (A) intercompany Indebtedness, (B) payments of Existing Dollar Notes and (C) payments of Existing Euro Notes) made by the U.S. Borrower and any other Loan Party during such period (other than to the extent such Indebtedness has been refinanced or defeased, or with respect to which restricted cash has been set aside to repay, during such period from the proceeds of new Indebtedness that is not secured by any Collateral).

"Consolidated Interest Expense" means, for any period, for the U.S. Borrower and its Subsidiaries on a consolidated basis, all interest (net of all interest income), premium, amortization, debt

discount, fees, charges and related expenses of the U.S. Borrower and its Subsidiaries in connection with borrowed money (including capitalized interest) or in connection with the deferred purchase price of assets, in each case to the extent treated as interest expense in accordance with GAAP.

"Consolidated Net Income" means, for any period, the net income (loss) of the U.S. Borrower and its consolidated Subsidiaries (excluding any net income (loss) attributable to noncontrolling interests), determined in accordance with GAAP; provided, however, that there shall not be included in such Consolidated Net Income:

(a) any net income (loss) of any Person (other than the U.S. Borrower) if that Person is not a Subsidiary, except that the U.S. Borrower's equity in the net income of any such Person for that period shall be included in such Consolidated Net Income up to the aggregate amount of cash distributed by that Person during that period to the U.S. Borrower or a Subsidiary as a dividend or other distribution,

(b) any gain (or loss) realized upon the sale or other disposition of any property of the U.S. Borrower or any of its consolidated Subsidiaries (including pursuant to any sale and leaseback transaction) that is not sold or otherwise disposed of in the ordinary course of business,

(c) any gain or loss attributable to the early extinguishment of Indebtedness,

(d) any extraordinary gain or loss or cumulative effect of a change in accounting principles to the extent disclosed separately on the consolidated statement of income,

(e) any unrealized gains or losses of the U.S. Borrower or its consolidated Subsidiaries on any Swap Obligations, and

(f) any non-cash compensation expense realized for grants of performance shares, stock options or other rights to officers, directors and employees of the U.S. Borrower or any Subsidiary, provided, however, that if any such shares, options or other rights are subsequently redeemed for property other than Equity Interests of the U.S. Borrower that is not Disqualified Stock then the fair market value of such property shall be treated as a reduction in Consolidated Net Income during the period of such redemption.

"Consolidated Net Tangible Assets" means the aggregate amount of assets (less applicable reserves and other properly deductible items) after deducting therefrom (a) all current liabilities (excluding any indebtedness for money borrowed having a maturity of less than twelve (12) months from the date of the most recent consolidated balance sheet of the U.S. Borrower but which by its terms is renewable or extendable beyond twelve (12) months from such date at the option of the U.S. Borrower or any of its Subsidiaries), and (b) all goodwill, trade names, patents, unamortized debt discount and expense and any other like intangibles, all as set forth on the most recent consolidated balance sheet of the U.S. Borrower and computed in accordance with GAAP.

"Contaminant" means any waste, pollutant, hazardous substance, toxic substance, hazardous waste, special waste, petroleum or petroleum-derived substance or waste, asbestos in any form or condition, polychlorinated biphenyls (PCBs), or any constituent of any such substance or waste.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlled" have meanings correlative thereto.

"Controlled Entity" shall mean (i) any corporation, partnership, limited liability company or other entity if a majority of the voting power of the outstanding securities, membership or other interests, or the right to designate or elect a majority of the board of directors or members of such other governing body, of such corporation, partnership, limited liability company or other entity is directly or indirectly owned by one or more Family Members; (ii) any trust (or any broker or nominee holding arrangement), the primary beneficiaries of which are one or more Family Members, or if the trust is a wholly charitable trust, a majority of the trustees of such trust are appointed by one or more Family Members; (iii) any of the Peter E. Haas Family Fund, the Margaret E. Haas Fund, or the Lynx Foundation; or (iv) any not-for-profit corporation formed for charitable purposes that is any of the following: (a) controlled by one or more Family Members, (b) incorporated by a Family Member (whether living or deceased) and of which a Family Member has the right, and has exercised such right, to appoint at least one member of the board of directors, or (c) incorporated by a Family Member (whether living or deceased) and of which at least one Family Member is a member of the board of directors.

"CORRA" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

"CORRA Administrator" means the Bank of Canada (or any successor administrator).

"CORRA Determination Day" has the meaning specified in the definition of "Daily Simple CORRA."

"CORRA Rate Day" has the meaning specified in the definition of "Daily Simple CORRA."

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Covered Party" has the meaning assigned to it in Section 9.23.

"Credit Exposure" means, as to any Lender at any time, the sum of (a) such Lender's U.S. Credit Exposure, plus (b) such Lender's Multicurrency Credit Exposure.

"Credit Party" means the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank, the Swingline Lender or any other Lender.

"Daily Simple CORRA" means, for any day (a "CORRA Rate Day"), a rate per annum equal to CORRA for the day (such day, a "CORRA Determination Day") that is five (5) Business Days prior to (i) if such CORRA Rate Day is a Business Day, such CORRA Rate Day or (ii) if such CORRA Rate Day is not a Business Day, the Business Day immediately preceding such CORRA Rate Day, in each case, as such CORRA is published by the CORRA Administrator on the CORRA Administrator's website. Any change in Daily Simple CORRA due to a change in CORRA shall be effective from and including the effective date of such change in CORRA without notice to the Borrower Representative. If by 5:00 p.m. (Toronto time) on any given CORRA Determination Date, CORRA in respect of such CORRA Determination Date has not been published on the CORRA Administrator's website and a Benchmark Replacement Date with respect to the Daily Simple CORRA has not occurred, then CORRA for such CORRA Determination Date will be CORRA as published in respect of the first preceding Business Day for which such CORRA was published on the CORRA Administrator's website, so long as such first preceding Business Day is not more than five (5) Business Days prior to such CORRA Determination Date.

"Daily Simple SOFR" means, for any day (a "SOFR Rate Day"), a rate per annum equal SOFR for the day (such day "SOFR Determination Date") that is five (5) U.S. Government Securities Business Day prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"Defaulting Lender" means any Lender that (a) has failed, within two Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans, (ii) fund any portion of its participations in Letters of Credit or Swingline Loans or (iii) pay over to any Credit Party any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including the particular Default, if any) has not been satisfied; (b) has notified any Borrower or any Credit Party in writing, or has made a public statement, to the effect that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent to funding a Loan under this Agreement (specifically identified and including the particular Default, if any) cannot be satisfied) or generally under other agreements in which it commits to extend credit, (c) has failed, within three Business Days after request by a Credit Party, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations to fund prospective

Loans and participations in then outstanding Letters of Credit and Swingline Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Credit Party's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, or (d) has become the subject of (A) a Bankruptcy Event or (B) a Bail-In Action.

"Designated Obligations" has the meaning assigned to such term in Section 9.18.

"Dilution Factors" means, without duplication, with respect to any period, the aggregate amount of all deductions, credit memos, returns, adjustments, allowances, bad debt write-offs and other non-cash credits which are recorded to reduce Accounts in a manner consistent with current and historical accounting practices of the Borrowers.

"Dilution Ratio" means, at any date, the amount (expressed as a percentage) equal to (a) the aggregate amount of the applicable Dilution Factors for the twelve (12) most recently ended fiscal months divided by (b) total gross sales for the twelve (12) most recently ended fiscal months.

"Dilution Reserve" means, at any date, the applicable Dilution Ratio multiplied by the Eligible Accounts.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or Accounts or any rights and claims associated therewith and any grant of any option or rights relating to any such property (other than any property to the extent that the aggregate value of such property sold, transferred, licensed, leased or otherwise disposed of in any single transaction or related series of transactions is less than $5,000,000, individually, and $15,000,000, collectively, during any Fiscal Year of the U.S. Borrower).

"Disqualified Stock" means, with respect to any Person, any Equity Interest that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, in either case at the option of the holder thereof) or otherwise:

(a) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise,

(b) is or may become redeemable or repurchaseable at the option of the holder thereof, in whole or in part, or

(c) is convertible or exchangeable at the option of the holder thereof for Indebtedness or Disqualified Stock,

on or prior to, in the case of clause (a), (b) or (c), the first anniversary of the Maturity Date.

"Document" has the meaning assigned to such term in the U.S. Security Agreement.

"Dollar Amount" means (a) with regard to any Obligation or calculation denominated in Dollars, the amount thereof, and (b) with regard to any Obligation or calculation denominated in Canadian Dollars or an LC Alternative Currency, the amount of Dollars which is equivalent to the amount

so expressed in Canadian Dollars or such LC Alternative Currency at the Spot Rate on the relevant date of determination.

"dollars," "Dollars" or "$" refers to lawful money of the United States of America.

"Domestic Subsidiary" means any Subsidiary of the U.S. Borrower that is organized under the laws of the United States, any state thereof or the District of Columbia.

"EEA Financial Institution" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"Eligible Accounts" means, at any time, the Accounts of a Loan Party which the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower's consent), are eligible for inclusion in the applicable Borrowing Base. Without limiting the Administrative Agent's discretion provided herein, Eligible Accounts shall not include any Account of a Loan Party:

(a) which is not subject to a first priority perfected security interest in favor of the Administrative Agent (subject to any Permitted Encumbrance specified in subclause (b)(ii) below that has priority over the security interest in favor of the Administrative Agent by operation of applicable law);

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent, (ii) a Lien constituting a Permitted Encumbrance pursuant to clause (a), (b), (h) or (i) of the definition thereof and (iii) any other Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent;

(c) (i) which is unpaid more than 97 days after the date of the original invoice therefor or more than 67 days after the original due date therefor, or (ii) which has been written off the books of such Loan Party or otherwise designated as uncollectible;

(d) which is owing by an Account Debtor for which more than 50% of the Accounts owing from such Account Debtor and its Affiliates are ineligible under clause (c) of this definition of "Eligible Accounts";

(e) (i) which is owing by an Account Debtor whose corporate credit ratings are the higher of BBB- or better by S&P or Baa3 or better by Moody's to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to (x) such Loan Party exceeds 35% of the aggregate Eligible Accounts of such Loan Party or (y) all Loan Parties exceed 35% of the aggregate amount of Eligible Accounts of all Loan Parties, or (ii) which is owing by an Account Debtor not described in clause (i) above whose corporate credit ratings are the higher of BB- or better by S&P or Ba3 or better by Moody's to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to (x) such Loan Party exceeds 25% of the aggregate Eligible Accounts of such Loan Party or (y) all Loan Parties exceed 25% of the aggregate amount of Eligible Accounts of all Loan Parties or (iii) which is owing by any other Account Debtor not described in clause (i) or (ii) above to the extent the aggregate amount of Accounts owing from such Account Debtor and its Affiliates to (x) such Loan Party exceeds 20% of the aggregate Eligible Accounts of such Loan Party or (y) all Loan Parties exceed 20% of the aggregate amount of Eligible Accounts of all Loan Parties;

(f) with respect to which any covenant contained in this Agreement or in the applicable Security Agreement has been breached or any representation or warranty contained in this Agreement or in the applicable Security Agreement is not true in any material respect (or with respect to any representation or warranty that is already qualified by materiality, such representation or warranty is not true);

(g) which (i) does not arise from the sale of goods or performance of services in the ordinary course of business, (ii) is not evidenced by an invoice or other documentation satisfactory to the Administrative Agent which has been sent to the Account Debtor, (iii) represents a progress billing, (iv) is contingent upon such Loan Party's completion of any further performance, (v) represents a sale on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment, cash-on-delivery or any other repurchase or return basis or (vi) relates solely to payments of interest;

(h) for which the goods giving rise to such Account have not been shipped to the Account Debtor or for which the services giving rise to such Account have not been performed by such Loan Party;

(i) with respect to which any check or other instrument of payment has been returned uncollected for any reason;

(j) which is owed by an Account Debtor which has (i) applied for, suffered, or consented to the appointment of any receiver, custodian, trustee, or liquidator of its assets or, in the case of any Account Debtor of a Canadian Loan Party, any equivalent of the foregoing in any applicable jurisdiction, (ii) had possession of all or a material part of its property taken by any receiver, custodian, trustee or liquidator or, in the case of any Account Debtor of a Canadian Loan Party, any equivalent of the foregoing in any applicable jurisdiction, (iii) filed, or had filed against it, any request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as bankrupt, winding-up, or voluntary or involuntary case under any state or

federal bankruptcy laws or other Insolvency Laws (other than post-petition accounts payable of an Account Debtor that is a debtor-in-possession under the Bankruptcy Code and reasonably acceptable to the Administrative Agent), (iv) admitted in writing its inability to pay its debts as they become due, or (v) ceased operation of its business as a going concern;

(k) which is owed by any Account Debtor which has sold all or a substantially all of its assets;

(l) which is owed by an Account Debtor which (i) does not maintain its chief executive office in the U.S. or Canada or (ii) is not organized under applicable law of the U.S., any state of the U.S., Canada, or any province or territory of Canada unless, in either case, such Account is backed by a Letter of Credit acceptable to the Administrative Agent; provided that the Administrative Agent may make up to $10,000,000 of such Accounts eligible in its discretion;

(m) which is owed in any currency other than Dollars or Canadian Dollars;

(n) which is owed by (i) the government (or any department, agency, public corporation, or instrumentality thereof) of any country other than the U.S. or Canada unless such Account is backed by a Letter of Credit acceptable to the Administrative Agent which is in the possession of, and is directly drawable by, the Administrative Agent, or (ii) (1) the government of the U.S., or any department, agency, public corporation, or instrumentality thereof, unless the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. § 3727 et seq. and 41 U.S.C. § 15 et seq.), or (2) the federal government of Canada, unless the Financial Administration Act (Canada), as amended, and any other steps necessary to ensure the enforceability of the Lien of the Administrative Agent in such Account have been complied with to the Administrative Agent's satisfaction; provided that the Administrative Agent may make up to $10,000,000 of such Accounts eligible in its discretion;

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

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

(q) which is subject to any counterclaim, deduction, defense, setoff or dispute (but only to the extent of any such counterclaim, deduction, defense, setoff or dispute);

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

(s) which is owed by an Account Debtor located in any jurisdiction which requires filing of a "Notice of Business Activities Report" or other similar report in order to permit such Loan Party to seek judicial enforcement in such jurisdiction of payment of such Account, unless (i) such Loan Party has filed such report or qualified to do business in such jurisdiction or (ii) the Administrative Agent is satisfied in its Permitted Discretion that the failure to file such report and inability to seek judicial enforcement can be remedied without material delay or material cost;

(t) with respect to which such Loan Party has made any agreement with the Account Debtor for any reduction thereof, but only to the extent of such reduction, other than discounts and adjustments given in the ordinary course of business, and any Account which was partially paid and such Loan Party created a new receivable for the unpaid portion of such Account;

(u) which the Administrative Agent determines may not be paid by reason of the Account Debtor's inability to pay or which the Administrative Agent otherwise determines is unacceptable for any reason whatsoever; or

(v) which the applicable Loan Party has transferred to a third party pursuant to Section 6.05(g) or which such Loan Party expects to transfer to a third party pursuant to Section 6.05(g).

In determining the amount of an Eligible Account of a Loan Party, the face amount of an Account may, in the Administrative Agent's Permitted Discretion, be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that such Loan Party may be obligated to rebate to an Account Debtor pursuant to the terms of any agreement or understanding (written or oral)) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by such Loan Party to reduce the amount of such Account.

"Eligible Assignee" has the meaning assigned to such term in Section 9.04.

"Eligible Credit Card Receivables" means, at any time, Accounts due to a Loan Party from major credit card processors (including, but not limited to, VISA, Mastercard, American Express, Diners Club and DiscoverCard) as arise in the ordinary course of business and which have been earned by performance, which the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower's consent), are eligible for inclusion in the applicable Borrowing Base. Without limiting the Administrative Agent's discretion provided herein, none of the following shall be deemed to be Eligible Credit Card Receivables:

(a) Accounts due from major credit card processors that have been outstanding for more than five Business Days from the date of sale or for such longer period as may be approved by the Administrative Agent;

(b) Accounts due from major credit card processors with respect to which a Loan Party does not have good, valid and marketable title thereto;

(c) Accounts due from major credit card processors that are not subject to a first priority perfected Lien in favor of the Administrative Agent (subject to any Permitted Encumbrance specified in subclause (b)(ii) of the definition of "Eligible Accounts" that has priority over the security interest in favor of the Administrative Agent by operation of applicable law);

(d) Accounts due from major credit card processors which are disputed, or with respect to which a claim, counterclaim, offset or chargeback has been asserted, by the related credit card processor (but only to the extent of such dispute, counterclaim, offset or chargeback)

(it being the intent that chargebacks in the ordinary course by the credit card processors shall not be deemed violative of this clause);

(e) Accounts due from major credit card processors (other than VISA, Mastercard, American Express, Diners Club and DiscoverCard) which the Administrative Agent determines in its commercially reasonable discretion acting in good faith to be unlikely to be collected; or

(f) with respect to which any covenant contained in this Agreement or in the applicable Security Agreement has been breached or any representation or warranty contained in this Agreement or in the applicable Security Agreement is not true in any material respect (or with respect to any representation or warranty that is already qualified by materiality, such representation or warranty is not true).

"Eligible Finished Goods" means, at any time, Eligible Inventory consisting of finished goods (other than Eligible Third Party Logistics Goods) which the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower's consent), is eligible for inclusion in the applicable Borrowing Base.

"Eligible Inventory" means, at any time, the Inventory of a Loan Party which the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower's consent), is eligible for inclusion in the applicable Borrowing Base. Without limiting the Administrative Agent's discretion provided herein, Eligible Inventory of a Loan Party shall not include any Inventory:

(a) which is not subject to a first priority perfected security interest in favor of the Administrative Agent (subject to any Permitted Encumbrance specified in subclause (b)(ii) below that has priority over the security interest in favor of the Administrative Agent by operation of applicable law);

(b) which is subject to any Lien other than (i) a Lien in favor of the Administrative Agent, (ii) a Lien constituting a Permitted Encumbrance pursuant to clause (a), (b), (f), (h) or (i) of the definition thereof and (iii) any other Permitted Encumbrance which does not have priority over the Lien in favor of the Administrative Agent;

(c) which is, in the Administrative Agent's opinion, slow moving, obsolete, unmerchantable, defective, used, unfit for sale, or not salable at prices approximating at least the cost of such Inventory in the ordinary course of business;

(d) with respect to which any covenant contained in this Agreement or in a Security Agreement has been breached or any representation or warranty contained in this Agreement or in a Security Agreement is not true in any material respect (or with respect to any representation or warranty that is already qualified by materiality, such representation or warranty is untrue) and which does not conform to all standards imposed by any Governmental Authority;

(e) which is not finished goods or raw materials or which constitutes work-in-process, spare or replacement parts, packaging and shipping material, manufacturing supplies, samples, prototypes, bill-and-hold or ship-in-place goods, goods that are returned or marked for return, repossessed goods, defective or damaged goods, or goods held or sold on consignment;

(f) which, in respect of

(1) a U.S. Loan Party, is not located in the U.S. and is in transit with a common carrier from vendors and suppliers, provided that Inventory in transit from vendors and suppliers may be included as Eligible Inventory despite the foregoing provision of this clause (f)(1) so long as:

(i) title to such Inventory has not passed to a third party;

(ii) the U.S. Borrower or a U.S. Guarantor controls the documents of title representing such Inventory;

(iii) the Inventory is in transit within the United States to the U.S. Borrower or any U.S. Guarantor for receipt by the U.S. Borrower or a U.S. Guarantor within sixty (60) days of the date of determination that has not yet been received into a distribution center or store of such Person; and

(iv) such Inventory would otherwise constitute Eligible Inventory;

(2) a Canadian Loan Party, is not located in a province or territory in Canada in which the Administrative Agent has a perfected Lien in such eligible Inventory and is in transit with a common carrier from vendors and suppliers, provided that Inventory in transit from vendors and suppliers may be included as Eligible Inventory despite the foregoing provision of this clause (f)(2) so long as:

(i) title to such Inventory has not passed to a third party;

(ii) the applicable Canadian Loan Party controls the documents of title representing such Inventory;

(iii) the Inventory is in transit within Canada to a Canadian Loan Party for receipt by the Canadian Loan Party within sixty (60) days of the date of determination that has not yet been received into a distribution center or store of such Person; and

(iv) such Inventory would otherwise constitute Eligible Inventory;

(g) which is located in any location leased by such Loan Party unless (i) the lessor has delivered to the Administrative Agent a Collateral Access Agreement or (ii) a Reserve for rent, charges and other amounts due or to become due with respect to such facility has been established by the Administrative Agent in its Permitted Discretion;

(h) which is located in any third party warehouse or is in the possession of a bailee (other than a third party processor) and is not evidenced by a Document, unless (i) such warehouseman or bailee has delivered to the Administrative Agent a Collateral Access Agreement and such other documentation as the Administrative Agent may require or (ii) an appropriate Reserve has been established by the Administrative Agent in its Permitted Discretion;

(i) which contains or bears any intellectual property rights licensed to such Loan Party unless the Administrative Agent is satisfied that it may sell or otherwise dispose of such Inventory without (i) infringing the rights of such licensor, (ii) violating any contract with such licensor, or (iii) incurring any liability with respect to payment of royalties other than royalties incurred pursuant to sale of such Inventory under the current licensing agreement; or

(j) which is not reflected in a current perpetual inventory report of such Loan Party (unless such Inventory is reflected in a report to the Administrative Agent as "in transit" Inventory).

"Eligible Raw Materials" means, at any time, Eligible Inventory consisting of raw materials which the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower's consent), is eligible for inclusion in the applicable Borrowing Base.

"Eligible Retail Finished Goods" means, at any time, Eligible Inventory consisting of finished retail goods which the Administrative Agent determines in its Permitted Discretion, following consultation with the applicable Borrower (but without any requirement for the applicable Borrower's consent), is eligible for inclusion in the applicable Borrowing Base.

"Eligible Third Party Logistics Goods" means, at any time, finished goods consisting of returns, irregulars, closeouts, seconds, samples and other similar goods owned by the U.S. Borrower or a U.S. Guarantor and held by GENCO I, Inc., a third party logistics provider, or any of its Affiliates or successors or third party logistics providers acceptable to the Administrative Agent providing similar products and services which finished goods the Administrative Agent determines in its Permitted Discretion, following consultation with the U.S. Borrower (but without any requirement for the U.S. Borrower's consent), are eligible for inclusion in the applicable Borrowing Base.

"Eligible Trademark Collateral" means the (i) U.S. Levi's Trademarks, (ii) U.S. Levi's Patents, (iii) U.S. Levi's Copyrights and (iv) Licenses (each as defined in the U.S. Security Agreement) (other than outbound Licenses in respect of Canadian Levi's Trademarks); in each case held by the U.S. Borrower.

"Eligible Wholesale Finished Goods" means, at any time, Eligible Inventory consisting of finished wholesale goods (other than Eligible Third Party Logistics Goods) which the Administrative Agent determines in its Permitted Discretion, following consultation with the applicable Borrower (but without any requirement for the applicable Borrower's consent), is eligible for inclusion in the applicable Borrowing Base.

"Environmental Laws" means all laws, rules, regulations, codes, ordinances, orders, orders-in-council, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to the environment, preservation or reclamation of natural resources, the management, presence, release or threatened release of any Hazardous Material or to health and safety matters.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Borrower or Subsidiary directly or indirectly resulting from or based upon (a) any violation of any

Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) the presence of any exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Environmental Lien" means a Lien in favor of any Governmental Authority for (a) any liability under Environmental Laws, or (b) damages arising from, or costs incurred by such Governmental Authority in response to, a Release or threatened Release of a Contaminant into the environment.

"Equipment" means all now owned and hereafter acquired machinery, equipment, furniture, furnishings, fixtures, and other tangible personal property (except Inventory) of the U.S. Borrower or any of its Subsidiaries, including embedded software, dies, tools, jigs, molds and office equipment, as well as all of such types of property leased by the U.S. Borrower or any of its Subsidiaries and all rights and interests of the U.S. Borrower or any of its Subsidiaries with respect thereto under such leases (including, without limitation, options to purchase), together with all present and future additions and accessions thereto, replacements therefor, component and auxiliary parts and supplies used or to be used in connection therewith, and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto, wherever any of the foregoing is located.

"Equipment Financing Transaction" means any financing with any Person of Equipment which will be treated as Indebtedness.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) that, together with a Borrower, is treated as a single employer under Section 414(b) or (c) of the Code or Section 4001(14) of ERISA or, solely for purposes of Section 302 of ERISA and Section 412 of the Code, is treated as a single employer under Section 414 of the Code.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA or the regulations issued thereunder, with respect to a Plan (other than an event for which the 30 day notice period is waived); (b) any failure to satisfy the minimum funding standards (within the meaning of Section 412 of the Code or Section 302 of ERISA) applicable to such Plan, whether or not waived; (c) the filing pursuant to Section 412 of the Code or Section 302 of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan; (d) a determination that any Plan is, or is expected to be, in "at risk" status (as defined in Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA); (e) the incurrence by any Borrower or any of its ERISA Affiliates of any liability under Title IV of ERISA with respect to the termination of any Plan; (f) the receipt by any Borrower or any ERISA Affiliate from the PBGC or a plan administrator of any notice relating to an intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan; (g) the incurrence by any Borrower or any of its ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal of any Borrower or any of

its ERISA Affiliates from any Plan or Multiemployer Plan; (h) the receipt by any Borrower or any ERISA Affiliate of any notice, or the receipt by any Multiemployer Plan from any Borrower or any ERISA Affiliate of any notice, concerning the imposition upon any Borrower or any of its ERISA Affiliates of Withdrawal Liability or a determination that a Multiemployer Plan is, or is expected to be, insolvent or in reorganization, within the meaning of Title IV of ERISA, or in "endangered" or "critical" status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (i) the withdrawal of any Borrower or any ERISA Affiliate from a Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; or (j) the occurrence of a nonexempt prohibited transaction (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could result in liability to any Borrower or ERISA Affiliate.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Event of Default" has the meaning assigned to such term in Article VII.

"Excluded Swap Obligation" means, with respect to any Guarantor, (a) any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant by such Guarantor of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation, or order of the Commodity Futures Trading Commission (or the applicable or official interpretation of any thereof) (i) by virtue of such Guarantor's failure to constitute an "eligible contract participant," as defined in the Commodity Exchange Act and the regulations thereunder (determined after giving effect to any applicable keepwell, support, or other agreement for the benefit of such Guarantor and any and all applicable guarantees of such Guarantor's Swap Obligations by other Loan Parties), at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation or (ii) in the case of a Swap Obligation that is subject to a clearing requirement pursuant to section 2(h) of the Commodity Exchange Act, because such Guarantor is a "financial entity," as defined in section 2(h)(7)(C) of the Commodity Exchange Act, at the time the guarantee of (or grant of such security interest by, as applicable) such Guarantor becomes or would become effective with respect to such Swap Obligation or (b) any other Swap Obligation designated as an "Excluded Swap Obligation" of such Guarantor as specified in any agreement between the relevant Loan Parties and Hedge Provider applicable to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"Excluded Taxes" means, with respect to any payment made by any Loan Party under any Loan Document, any of the following Taxes: (a) income or franchise Taxes imposed on (or measured by) net income or net profits (i) as a result of the recipient being organized in, or having its principal office or, in the case of any Lender, its applicable lending office in, the taxing jurisdiction or (ii) that are Other Connection Taxes; (b) any branch profits Taxes imposed under Section 884(a) of the Code, or any similar Taxes, imposed as a result of the recipient conducting business in the taxing jurisdiction (other than a business arising (or deemed to arise) solely as a result of the Loan Documents or any transactions contemplated thereby); (c) in the case of a Non-U.S. Lender (other than an assignee pursuant to a request by a Borrower under Section 2.19(b)), any U.S. federal withholding Taxes resulting from any law in effect on the date such Non-U.S. Lender becomes a party to this Agreement (or designates a new lending

office), except to the extent that such Non-U.S. Lender (or its assignor, if any) was entitled, immediately prior to the designation of a new lending office (or assignment), to receive additional amounts from the Borrowers with respect to such withholding Taxes pursuant to Section 2.17(a); (d) any withholding Tax attributable to a Lender's failure to comply with Section 2.17(f); (e) any U.S. federal withholding taxes imposed pursuant to FATCA; and (f) in the case of any payment made by a Canadian Loan Party any (i) Canadian federal withholding Taxes imposed on a payment to a Lender, Issuing Bank, recipient or agent thereof who does not deal at arm's length with the relevant Canadian Loan Party for purposes of the ITA and (ii) any Taxes imposed by Canada (or a jurisdiction within Canada) on the capital of any recipient of such payment.

"Existing Credit Agreement" shall have the meaning provided in the recitals hereto.

"Existing Dollar Notes" means the 5.00% Senior Notes due 2025 issued under the Indenture, dated as of April 27, 2015, by and between the U.S. Borrower, as issuer, and Wells Fargo Bank, National Association, as trustee, registrar and paying agent.

"Existing Euro Notes" means the 3-3/8% Senior Notes due 2027 issued under the Indenture, dated as of February 28, 2017, by and between the U.S. Borrower, as issuer, and Wells Fargo Bank, National Association, as trustee.

"Existing Loan Documents" shall have the meaning provided in the Section 1.06 hereto.

"Facility" means each of the U.S. Facility and the Multicurrency Facility.

"Family Member" means (i) any lineal descendant (in each case by blood relation or adoption) of Elise Stern Haas, Daniel E. Koshland Sr., or Madeleine Haas Russell; (ii) the Spouse of any individual described in (i); (iii) lineal descendants of any individual described in (ii) (by blood relation or adoption); and (iv) the Spouse of any individual described in (iii).

"FATCA" means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(2) of the Code as of the date of this Agreement (or any amended or successor version described above), and any intergovernmental agreement (and any related fiscal or regulatory legislation, rules or official practices) implementing the foregoing.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as shall be set forth on the Federal Reserve Bank of New York's Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if the Federal Funds Effective Rate as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Federal Reserve Bank of New York's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

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

"Financial Officer" means the chief financial officer, principal accounting officer, treasurer, controller or assistant treasurer of the U.S. Borrower, or any other officer or duly delegated employee identified to the Administrative Agent by written notice from time to time having substantially the same authority and responsibility.

"First Amendment Effective Date" means the effectiveness date of the Existing Credit Agreement, which was March 21, 2014.

"First Amendment Transactions" means the "Transactions" as defined in the Existing Credit Agreement.

"Fiscal Month" means, with respect to the U.S. Borrower or any of its Subsidiaries, the approximately one-month period ending around the end of each month or such other applicable period, as determined from time to time by the U.S. Borrower in the ordinary course of its business, as the context may require, or, if any such Subsidiary was not in existence on the first day of any such period, the period commencing on the date on which such Subsidiary is incorporated, organized, formed or otherwise created and ending on the last day of such period.

"Fiscal Quarter" means, with respect to the U.S. Borrower or any of its Subsidiaries, the approximately three-month period ending on (a) a day at the end of February or the beginning of March, (b) a day at the end of May or the beginning of June, (c) a day at the end of August or the beginning of September or (d) a day at the end of November or the beginning of December, as the case may be, as determined from time to time by the U.S. Borrower in the ordinary course of its business, as the context may require, or, if any such Subsidiary was not in existence on the first day of any such period, the period commencing on the date on which such Subsidiary is incorporated, organized, formed or otherwise created and ending on the last day of such period.

"Fiscal Year" means, with respect to the U.S. Borrower or any of its Subsidiaries, the approximately twelve-month period ending on the last Sunday in November in each year (or, with respect to certain Foreign Subsidiaries due to local statutory requirements, November 30 of each year) or, if any such Subsidiary was not in existence on such day in November in any calendar year, the period commencing on the date on which such Subsidiary is incorporated, organized, formed or otherwise created and ending on the last Sunday (or, if applicable, November 30) of the next succeeding November.

"Floor" means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Adjusted Term SOFR Rate, the Adjusted Daily Simple SOFR, the Adjusted Term CORRA Rate or the Adjusted Daily Simple CORRA, as applicable. For the avoidance of doubt the initial Floor for each of the Adjusted Term SOFR Rate, the Adjusted Daily Simple SOFR, the Adjusted Term CORRA Rate or the Adjusted Daily Simple CORRA, as applicable, shall be 0.00%.

"Foreign Inventory Transaction" means any financing with any Person of Inventory owned by a Foreign Subsidiary (other than a Canadian Subsidiary) which is, upon completion of such financing, treated as Indebtedness.

"Foreign Receivables" means all obligations of any obligor (whether now existing or hereafter arising) under a contract for sale of goods or services by Foreign Subsidiaries (other than a Canadian Subsidiary), which includes any obligation of such obligor (whether now existing or hereafter

arising) to pay interest, finance charges or amounts with respect thereto, and, with respect to any of the foregoing receivables or obligations, (a) all of the interest of Foreign Subsidiaries (other than a Canadian Subsidiary) in the goods (including returned goods) the sale of which gave rise to such receivable or obligation after the passage of title thereto to any obligor, (b) all other Liens and property of Foreign Subsidiaries (other than a Canadian Subsidiary) subject thereto from time to time purporting to secure payment of such receivables or obligations, (c) all guaranties, insurance, letters of credit and other agreements or arrangements of whatever character from time to time supporting or securing payment of any such receivables or obligations, (d) all books and records relating to the foregoing, lockbox accounts containing primarily proceeds of the foregoing, and other similar related assets of Foreign Subsidiaries (other than a Canadian Subsidiary) customarily transferred (or in which security interests are customarily granted) to purchasers in receivables purchase transactions that are treated as sales under GAAP, (e) all rights of Foreign Subsidiaries (other than a Canadian Subsidiary) to refunds on account of value added tax in respect of goods sold to an obligor, any receivable from whom is or becomes a defaulted receivable, and (f) proceeds of or judgments relating to any of the foregoing, any debts represented thereby and all rights of action against any Person in connection therewith.

"Foreign Subsidiary" means any Subsidiary of the U.S. Borrower, other than a Domestic Subsidiary.

"Funding Accounts" has the meaning assigned to such term in Section 4.01(g).

"GAAP" means generally accepted accounting principles in the United States of America.

"Governmental Authority" means the government of the United States of America, Canada, any other nation or any political subdivision thereof, whether provincial, territorial, state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guarantee" of or by any Person (the "guarantor") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; provided that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

"Hedge Provider" means a Lender or an Affiliate of a Lender and that enters into a Swap Agreement, in each case, in its capacity as a party to such Swap Agreement.

"IBA" has the meaning assigned to such term in Section 1.07.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (e) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all Capital Lease Obligations of such Person, (i) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty, (j) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, and (k) all obligations of such Person under any liquidated earn-out. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by any Loan Party under any Loan Document and (b) Other Taxes.

"Indemnitee" has the meaning assigned to it in Section 9.03(b).

"Information" has the meaning assigned to it in Section 9.12.

"Insolvency Laws" means each of the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), and the *Winding-Up and Restructuring Act* (Canada), each as now and hereafter in effect, any successors to such statutes and any other applicable insolvency or other similar law of any jurisdiction, including any law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors against it.

"Insolvent" means, when used with respect to any Person, that at the time of determination:

(a) the assets of such Person, at a fair valuation, are less than the total amount of its debts (including contingent liabilities);

(b) the present fair saleable value of its assets is less than its probable liability on its existing debts as such debts become absolute and matured;

(c) it is then unable and does not expect to be able to pay its debts (including contingent debts and other commitments) as they mature; and

(d) it has capital insufficient to carry on its business as conducted and as proposed to be conducted.

For purposes of determining whether a Person is Insolvent, the amount of any contingent liability shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Interest Election Request" means a request by the Borrower Representative to convert or continue a Revolving Borrowing in accordance with Section 2.08, which shall be in a form approved by the Administrative Agent.

"Interest Payment Date" means (a) with respect to any ABR Loan (other than a Swingline Loan) or Canadian Prime Rate Loan, the first Business Day of each calendar quarter and the Maturity Date, (b) with respect to any Term Benchmark Loan, the last day of each Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Term Benchmark Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period, and the Maturity Date and (c) with respect to any Swingline Loan, the day that such Swingline Loan is required to be repaid and the Maturity Date.

"Interest Period" means, (a) with respect to any Term Benchmark Borrowing denominated in Dollars, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to availability for the Benchmark applicable to the relevant Loan or the Commitment), as the Borrower may elect and (b) with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, the period commencing on the date of such Borrowing and ending on the ~~date which is 30 or 90 days~~numerically corresponding day in the calendar month that is one or three months thereafter, in each case, as the Borrower Representative may elect; provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless, such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period and (iii) no tenor that has been removed from this definition pursuant to Section 2.14(e) shall be available for specification in such Borrowing Request or Interest Election Request. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and, in the case of a Revolving Borrowing, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"Inventory" has the meaning assigned to such term in the U.S. Security Agreement.

"Inventory Reserves" shall mean reserves against Inventory equal to the sum of the following:

(a) a reserve for shrink, or discrepancies that arise pertaining to inventory quantities;

(b) a reserve determined by the Administrative Agent in its Permitted Discretion for Inventory that is discontinued or slow-moving;

(c) a reserve for Inventory which is designated to be returned to vendor or which is recognized as damaged or off quality by a Loan Party;

(d) a lower of the cost or market reserve for any differences between a Borrower's actual cost to produce versus its selling price to third parties, determined on a product line basis; and

(e) any other reserve as deemed appropriate by the Administrative Agent in its Permitted Discretion, from time to time.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit; provided that customary trade credit extended and paid in the ordinary course of business shall not constitute Investments. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment (other than adjustments for the repayment of, or the refund of capital with respect to, the original principal amount of any such Investment).

"Investment Policies" means the U.S. Borrower's Investment Policies, as adopted by the U.S. Borrower and set forth in a writing delivered to the Administrative Agent by a Financial Officer of the U.S. Borrower from time to time.

"IPO" means the U.S. Borrower's first firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Class A Common Stock.

"IRS" means the United States Internal Revenue Service.

"ISDA Definitions" means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

"Issuing Banks" means, individually and collectively as the context may require, each U.S. Issuing Bank and Multicurrency Issuing Bank.

"ITA" means the Income Tax Act (Canada), as amended.

"JPMCB" means JPMorgan Chase Bank, N.A., a national banking association, in its individual capacity, and its successors.

"Joint Lead Arrangers and Joint Bookrunners" means, collectively, JPMorgan Chase Bank, N.A., Bank of America, N.A., BNP Paribas Securities Corp. and HSBC Bank USA, ~~National Association~~N.A..

"LC Alternative Currency" means (a) Sterling, (b) Euro or (c) any other lawful currency (other than Dollars) acceptable to the Administrative Agent and the applicable U.S. Issuing Bank (in the case of U.S. Letters of Credit) or the applicable Multicurrency Issuing Bank (in the case of Multicurrency Letters of Credit) or which, in the case of this clause (c), is freely transferable and convertible into Dollars and is freely available to the applicable U.S. Issuing Bank or Multicurrency Issuing Bank.

"LC Disbursement" means a payment made by an Issuing Bank pursuant to a Letter of Credit, including in respect of a time draft presented thereunder; provided that, with respect to any component of any such amount in an LC Alternative Currency under a U.S. Letter of Credit, such amount shall be the Dollar Amount thereof. The date of an LC Disbursement shall be the date of payment by the applicable Issuing Bank under a Letter of Credit or a time draft presented thereunder, as the case may be.

"LC Exposure" means, at any time, the sum of the U.S. LC Exposure and the Multicurrency LC Exposure.

"Lender-Related Person" has the meaning assigned to it in Section 9.03(e).

"Lender Parties" means, individually and collectively as the context may require, the U.S. Lender Parties and the Multicurrency Lender Parties.

"Lenders" means the Persons listed on the Commitment Schedule and any other Person that shall have become a party hereto pursuant to an Assignment and Assumption or otherwise, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Assumption or otherwise. Unless the context otherwise requires, the term "Lenders" includes the Swingline Lender.

"Letter of Credit" means (i) any letter of credit (or, to the extent agreed by the relevant Issuing Bank and the Administrative Agent, any other credit support or other credit enhancement instrument or similar document or agreement that an Issuing Bank may from time enter into, including, without limitation, any guaranty, "exposure transmittal memorandum" or other instrument, document or agreement issued or entered into for the purpose of indemnifying any credit exposure of a department, branch or Affiliate of such Issuing Bank or any third party) and or (ii) to provide credit support or other credit enhancement to an Issuing Bank that issues any letter of credit or other instrument described in clause (i) above, in each case, issued (or deemed issued) in accordance with Section 2.06.

"Letter of Credit Agreement" has the meaning assigned to it in Section 2.06(b).

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"Line Cap" has the meaning set forth in the definition of "Availability."

"Loan Documents" means this Agreement, any promissory notes issued pursuant to this Agreement, any Letter of Credit applications, the Collateral Documents and all other agreements, instruments, documents and certificates identified in Section 4.01 executed and delivered to, or in favor

of, the Administrative Agent, the Multicurrency Administrative Agent or any Lenders and including all other pledges, powers of attorney, consents, assignments, contracts and letter of credit agreements whether heretofore, now or hereafter executed by or on behalf of any Loan Party, or any employee of any Loan Party, and delivered to the Administrative Agent, the Multicurrency Administrative Agent or any Lender in connection with this Agreement or the transactions contemplated hereby. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

"Loan Guarantor" or "Guarantor" means each Canadian Guarantor or U.S. Guarantor.

"Loan Guaranty" means the Canadian Loan Guaranty and the U.S. Loan Guaranty.

"Loan Parties" means the Canadian Loan Parties and the U.S. Loan Parties.

"Loans" means the loans and advances made by the Lenders pursuant to this Agreement, including Swingline Loans and Protective Advances.

"LOS Business" means the ownership and operation by the U.S. Borrower or a Subsidiary of the U.S. Borrower, whether directly or through joint ventures with third parties in partnership, corporate or other form, of businesses engaged solely in selling apparel and accessories and related products including, without limitation, selling through retail stores, outlet stores, telephone sales, catalog or other mail orders, and electronic sales. LOS Business shall not include any business engaging in manufacturing or in selling and in manufacturing.

"LS&Co. Deferred Compensation Plan" has the meaning specified in Section 6.05(h).

"LS&Co. Trust" has the meaning specified in Section 6.05(h).

"LS&Co. Trust Agreement" has the meaning specified in Section 6.05(h).

"LSIFCS" means Levi Strauss International Group Finance Coordination Services BV, a Belgian corporation, and/or any other Affiliate of the U.S. Borrower providing services similar to the services provided by such entity to the U.S. Borrower in the ordinary course of business, and any of their respective successors.

"Material Adverse Effect" means any event, development or circumstance that has had or could reasonably be expected to have a material adverse effect on (a) the business, assets, operations or financial condition, of the U.S. Borrower and its Subsidiaries taken as a whole, (b) the ability of any Loan Party to perform any of its obligations under the Loan Documents to which it is a party as and when due, (c) the Collateral, or the Administrative Agent's Liens (on behalf of itself and the Lenders) on the Collateral or the priority of such Liens, or (d) the rights of or benefits available to the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks or the Lenders under any of the Loan Documents.

"Material Domestic Subsidiary" means any domestic or Canadian Subsidiary of the U.S. Borrower, (i) the net book value of which is $5,000,000 or more or (ii) the annual gross revenue of which is $15,000,000 or more.

"Material Indebtedness" means Indebtedness (other than the Loans and Letters of Credit), or obligations in respect of one or more Swap Agreements, of any one or more of the U.S. Borrower and its Subsidiaries in an aggregate principal amount exceeding $50,000,000. For purposes of determining Material Indebtedness, the "obligations" of any Borrower or any Subsidiary in respect of any Swap Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that such Borrower or such Subsidiary would be required to pay if such Swap Agreement were terminated at such time.

"Maturity Date" means the fifth anniversary of the Amendment No. ~~2~~8 Effective Date (the "Stated Maturity Date") or any earlier date on which the Commitments are reduced to zero or otherwise terminated pursuant to the terms hereof~~.~~; provided that, if any Material Indebtedness with a stated maturity date that will occur not later than ninety-one (91) days after the Stated Maturity Date remains outstanding on the date that is ninety-one (91) days before the stated maturity date of such Material Indebtedness (such date that is ninety-one (91) days prior to the stated maturity date of such Material Indebtedness, the "Springing Maturity Date"), then the Maturity Date shall be the Springing Maturity Date.

"Maximum Canadian Liability" has the meaning assigned to such term in Section 11.10.

"Maximum Rate" has the meaning assigned to such term in Section 9.17.

"Maximum U.S. Liability" has the meaning assigned to such term in Section 10.10.

"Minimum Excess Availability Amount" means the greater of (x) $65,000,000 and (y) 10% of the Line Cap.

"Minimum Intercompany Transaction Requirement" means that after giving effect to any proposed intercompany Investment, intercompany Indebtedness or intercompany Disposition and all other intercompany Investments, intercompany Indebtedness and intercompany Dispositions occurring during each period commencing when Availability falls below the greater of (x) $75,000,000 and (y) 10% of the Line Cap and ending when Availability is at least the greater of (x) $75,000,000 and (y) 10% of the Line Cap, no net transfer of cash and/or property (i) from the U.S. Loan Parties to any Subsidiary that is not a U.S. Loan Party or (ii) from the Canadian Loan Parties to any Subsidiary that is not a Loan Party in excess of $30,000,000 in the aggregate for all such transfers during such period shall have occurred.

"Moody's" means Moody's Investors Service, Inc. or any successor to its rating agency business.

"Multicurrency Administrative Agent" means JPMorgan Chase Bank, N.A., Toronto Branch, in its capacity as administrative agent under the Multicurrency Facility, and its successors in such capacity.

"Multicurrency Commitment" means, with respect to each Multicurrency Revolving Lender, the commitment of such Multicurrency Revolving Lender to make Multicurrency Revolving

Loans and to acquire participations in Multicurrency Letters of Credit and Multicurrency Protective Advances hereunder, expressed as an amount representing the maximum possible aggregate amount of such Multicurrency Revolving Lender's Multicurrency Revolving Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such Multicurrency Revolving Lender pursuant to Section 9.04. The initial amount of each Multicurrency Revolving Lender's Multicurrency Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such Multicurrency Revolving Lender shall have assumed its Multicurrency Commitment, as applicable. The aggregate amount of the Multicurrency Commitments as of the Amendment No. ~~5~~8 Effective Date is $50,000,000.

"Multicurrency Credit Exposure" means, as to any Multicurrency Revolving Lender at any time, the sum of (a) such Lender's Multicurrency Revolving Exposure plus (b) a Dollar Amount equal to such Lender's Applicable Percentage of the aggregate amount of Multicurrency Protective Advances outstanding.

"Multicurrency Facility" means, collectively, the Multicurrency Commitments and the extensions of credit made thereunder.

"Multicurrency Issuing Bank" means, individually and collectively as the context may require, JPMorgan Chase Bank, N.A., Toronto Branch, Bank of America, N.A. (acting through its Canada Branch) and any other Lender that has agreed to act as a Multicurrency Issuing Bank and is reasonably acceptable to the Administrative Agent and the Borrower Representative, each in its capacity as an issuer of Multicurrency Letters of Credit hereunder, and its successors and assigns in such capacity as provided in Section 2.06(j). Each Multicurrency Issuing Bank may, in its sole discretion, arrange for one or more Multicurrency Letters of Credit to be issued by Affiliates of such Multicurrency Issuing Bank, in which case the term "Multicurrency Issuing Bank" shall include any such Affiliate with respect to Multicurrency Letters of Credit issued by such Affiliate. Each reference herein to the "Multicurrency Issuing Bank" in connection with a Multicurrency Letter of Credit or other matter shall be deemed to be a reference to the relevant Multicurrency Issuing Bank with respect thereto.

"Multicurrency LC Exposure" means, at any time, the sum of (a) the Dollar Amount of the aggregate undrawn amount of all outstanding Multicurrency Letters of Credit plus (b) the aggregate Dollar Amount of all LC Disbursements relating to Multicurrency Letters of Credit that have not yet been reimbursed by or on behalf of the Borrowers. The Multicurrency LC Exposure of any Multicurrency Revolving Lender at any time shall be its Applicable Percentage of the aggregate Multicurrency LC Exposure at such time. For all purposes of this Agreement, if on any date of determination a Multicurrency Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the Multicurrency Letter of Credit itself, or if compliant documents have been presented but not yet honored, such Multicurrency Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrowers and each Multicurrency Revolving Lender shall remain in full force and effect until the Multicurrency Issuing Bank and the Multicurrency Revolving Lenders shall have no further obligations to

make any payments or disbursements under any circumstances with respect to any Multicurrency Letter of Credit.

"Multicurrency Lender Parties" means, individually and collectively as the context may require, the Multicurrency Administrative Agent, the Multicurrency Revolving Lenders, the Bank Product Providers, the Hedge Providers and the Multicurrency Issuing Banks.

"Multicurrency Letter of Credit" means any Letter of Credit issued pursuant to the Multicurrency Facility.

"Multicurrency Loans" means, individually and collectively as the context may require, the Multicurrency Revolving Loans and the Multicurrency Protective Advances.

"Multicurrency Protective Advance" has the meaning assigned to such term in Section 2.04(a).

"Multicurrency Revolving Exposure" means, with respect to any Multicurrency Revolving Lender at any time, the sum of (a) the outstanding Dollar Amount of Multicurrency Revolving Loans of such Multicurrency Revolving Lender at such time, plus (b) an amount equal to such Multicurrency Revolving Lender's Applicable Percentage of the Multicurrency LC Exposure at such time.

"Multicurrency Revolving Lenders" means the Persons listed on the Commitment Schedule (or an Affiliate or branch of any such Person that is acting on behalf of such Person, in which case the term "Multicurrency Revolving Lenders" shall include any such Affiliate or branch with respect to the Multicurrency Revolving Loans made by such Affiliate or branch) as having a Multicurrency Commitment and any other Person that shall acquire a Multicurrency Commitment, other than any such Person that ceases to be a Multicurrency Revolving Lender pursuant to an Assignment and Assumption.

"Multicurrency Revolving Loan" means a Revolving Loan made by the Multicurrency Revolving Lenders to the Canadian Borrower or U.S. Borrower pursuant to the Multicurrency Commitments.

"Multiemployer Plan" means a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"Net Orderly Liquidation Value" means, with respect to Inventory or intangibles of any Person, the orderly liquidation value thereof as determined in a manner acceptable to the Administrative Agent by an appraiser acceptable to the Administrative Agent, net of all costs of liquidation thereof.

"Non-Consenting Lender" has the meaning assigned to such term in Section 9.02(d).

"Non-Paying Canadian Guarantor" has the meaning assigned to such term in Section 11.11.

"Non-Paying U.S. Guarantor" has the meaning assigned to such term in Section 10.11.

"Non-U.S. Lender" means a Lender that is not a U.S. Person.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m., New York time, on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"NYFRB's Website" means the website of the NYFRB at http://www.newyorkfed.org, or any successor source.

"Obligations" means, individually and collectively as the context may require, the U.S. Obligations and the Canadian Obligations.

"Ordinary Course Swap Agreements" means any and all Swap Agreements (including any options to enter into any Swap Agreement), in each case that are (or were) entered into by any Person in the ordinary course of business for the purpose of directly mitigating risks associated with liabilities, commitments, investments, assets, or property held or reasonably anticipated to be held by such Person and not for purposes of speculation; provided that Ordinary Course Swap Agreements shall not include customary spot foreign exchange transactions engaged in solely for the purpose of settling foreign currency denominated trade payables and receivables in the ordinary course of business.

"Organizational Documents" means, as to any Person, the charter, articles or certificate of organization or incorporation and bylaws or other organizational or governing documents of such Person.

"Original Credit Agreement" shall have the meaning provided in the recitals hereto.

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

"Original Effective Date" means the date of the Original Credit Agreement, which was September 30, 2011.

"Original Transactions" means the "Transactions" as defined in the Original Credit Agreement.

"Other Connection Taxes" means, with respect to any Person, Taxes imposed as a result of a present or former connection between such Person and the jurisdiction imposing such Taxes (other than a connection arising solely from any Loan Documents or any transactions contemplated thereby).

"Other Excluded Taxes" means any present or future stamp, court, documentary, intangible, recording, filing or similar excise or property Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, or from the registration, receipt or perfection of a security interest under, or otherwise with respect to, this Agreement that are Other Connection Taxes imposed with respect to an assignment (other than an assignment under Section 2.19(b)).

"Other Taxes" means any present or future stamp, court, documentary, intangible, recording, filing or similar excise or property taxes, except for Other Excluded Taxes.

"Outstanding Receivables Amount" shall mean, at any time of determination, the excess of (i) the face amount of all Accounts and other payment obligations disposed of pursuant to Section 6.05(g) prior to such time minus (ii) any amount included in clause (i) above that is attributable to Accounts and other payment obligations with a stated due date prior to such time.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight eurodollar transactions denominated in Dollars by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Parent" means, with respect to any Lender, the Person as to which such Lender is, directly or indirectly, a subsidiary.

"Participant" has the meaning assigned to such term in Section 9.04(c).

"Participant Register" has the meaning assigned to such term in Section 9.04(c).

"Patriot Act" has the meaning assigned to such term in Section 9.14.

"Paying Canadian Guarantor" has the meaning assigned to such term in Section 11.11.

"Paying U.S. Guarantor" has the meaning assigned to such term in Section 10.11.

"Payment Conditions" means, at the time of determination with respect to a specified transaction or payment (or declaration of payment), that (a) no Default then exists or would arise as a result of the entering into of such transaction or the making of such payment, and (b) on a pro forma basis after giving effect to such transaction or payment, average Availability for the 30-day period immediately preceding the date of such transaction or payment (or declaration of payment) is equal to or greater than the greater of (x) $125,000,000 and (y) 17.5% of the Line Cap.

"PBGC" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA and any successor entity performing similar functions.

"Periodic Term CORRA Determination Day" has the meaning assigned to such term in the definition of "Term CORRA Rate."

"Permitted Discretion" means a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

"Permitted Encumbrances" means:

(a) Liens created pursuant to any Loan Document;

(b) Liens for taxes which are not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted so long as (i) adequate reserves in accordance with GAAP are being maintained on the books of the applicable Person or (ii) if the applicable Person has not yet determined whether reserves are required to be maintained in accordance with GAAP, the amount of all such reserves that may be required if this subclause (ii) is applicable do not exceed $10,000,000 in the aggregate;

(c) Liens consisting of assignments, pledges or deposits in the ordinary course of business in connection with, or securing obligations under, workers' compensation laws, unemployment insurance and similar legislation, or securing surety bonds or other similar bonds which, in turn, secure obligations under the aforementioned laws, insurance and legislation;

(d) Liens consisting of assignments, pledges or deposits in the ordinary course of business, securing the performance of, or payment in respect of, bids, tenders, leases (including a sale-leaseback and associated operating lease) and contracts including rental agreements (other than for the repayment of Indebtedness) or securing guarantees, standby letters of credit, indemnity, performance or other similar bonds which, in turn, secure obligations in respect of bids, tenders, leases and contracts;

(e) Liens consisting of assignments, pledges or deposits securing the performance of, or payment in respect of, statutory obligations (other than Liens arising under ERISA or Environmental Liens), surety and appeal bonds (other than bonds related to judgments or litigation) or indemnity or performance bonds or guarantees or standby letters of credit which, in turn, secure such statutory obligations or bonds;

(f) materialmen's, mechanics', workmen's and repairmen's Liens securing obligations which are not overdue for more than sixty (60) days and carriers' and warehousemen's Liens and other similar Liens arising in the ordinary course of business securing obligations which are not overdue more than sixty (60) days or, in each case, which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves as required by GAAP with respect thereto are maintained on the books of the applicable Person;

(g) easements, rights-of-way, zoning restrictions and other similar encumbrances on title to real property that were not incurred in connection with and do not secure Indebtedness and do not, either individually or in the aggregate, materially interfere with the ordinary conduct of the U.S. Borrower and its Subsidiaries, taken as a whole;

(h) Liens arising from judgments, awards and attachments in connection with court proceedings, provided that the attachment or enforcement of such Liens would not result in an Event of Default under clause (k) of Article VII, such Liens are being contested in good faith by appropriate proceedings, such contested proceedings conclusively operate to stay the sale of any property subject to such Liens and adequate reserves in accordance with GAAP have been set aside;

(i) undetermined or inchoate Liens incidental to current operations which have not yet been filed pursuant to applicable law or which relate to obligations not yet due or delinquent; and

(j) the reservations, limitations, provisos and conditions expressed in any original grants from the Crown of real or immoveable property, which do not materially impair the use of the affected land for the purpose used or intended to be used by that Person;

provided, that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness, except with respect to clauses (a) and (h) above.

"Permitted Foreign Receivables Transaction" means any arrangement of Foreign Subsidiaries (other than Canadian Subsidiaries) providing for sales, transfers or conveyances of, or granting of security interests in, Foreign Receivables that do not provide, directly or indirectly, for recourse against the seller of such Foreign Receivables (or against any of such seller's Affiliates) by way of a guarantee or any other support arrangement, with respect to the amount of such Foreign Receivables (based on the financial condition or circumstances of the obligor thereunder), other than such limited recourse as is reasonable given market standards for receivables purchase transactions that are treated as sales under GAAP, taking into account such factors as historical bad debt loss experience and obligor concentration levels.

"Permitted Holder" means any Qualified Stockholder or Permitted Transferee.

"Permitted Investments" means, as of any date of determination: (a) marketable securities issued or directly and unconditionally guaranteed as to interest and principal by the United States government having, at the time of the acquisition thereof, a rating of at least AA from S&P or the equivalent thereof from another nationally recognized rating agency, in each case maturing within three years after such date; (b) marketable securities issued or directly and unconditionally guaranteed as to interest and principal by any country that is a member state of the European Union having, at the time of the acquisition thereof, a rating of at least AA from S&P or the equivalent thereof from another nationally recognized rating agency and, in each case, maturing within three years after such date; (c) marketable securities issued by any agency of the United States having, at the time of the acquisition thereof, a rating of at least AA from S&P or the equivalent thereof from another nationally recognized rating agency and in each case maturing within three years after such date; (d) taxable or tax-exempt marketable direct obligations issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof, in each case having, at the time of the acquisition thereof, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency and, in each case, maturing within three years after such date; (e) Dollar denominated fixed or floating rate notes and foreign currency denominated fixed or floating rate notes, in each case maturing within three years of such date and having, at the time of the acquisition thereof, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency; (f) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or the equivalent thereof from another nationally recognized rating agency; (g) time deposits, certificates of deposit or bankers' acceptances issued or accepted by any Lender or by any commercial bank organized under the laws of the United States, any state thereof or an OECD country maturing within three years of such date and, having, at such date, a rating of at least A-1 from S&P or the equivalent thereof from another nationally recognized rating agency (except as otherwise approved by the Treasurer of the U.S. Borrower in a manner consistent with board-approved policy) or by a primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of New York; (h) repurchase agreements with financial institutions organized under the laws of the United States, any state thereof or an OECD country, having, at such date, a rating of at least AAA from

S&P or the equivalent thereof from another nationally recognized rating agency (except as otherwise approved by the Treasurer of the U.S. Borrower in a manner consistent with board-approved policy) or with a primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of New York; (i) shares of mutual funds whose investment guidelines restrict 95% of such funds' investments to those satisfying the provisions of clauses (a) through (i) above; and (j) money market funds that (i) (x) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940 or (y) in the case of any Canadian Loan Party, are money market mutual funds (as defined in National Instrument 81-102 Mutual Funds) that are reporting issuers (as defined under Ontario securities law) in the Province of Ontario, (ii) are rated at least AAA by S&P or the equivalent thereof from another nationally recognized ratings agency and (iii) have portfolio assets of at least $1,000,000,000.

"Permitted Refinancing Indebtedness" means, with respect to any Person, any modification, refinancing, refunding, renewal, replacement or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the original principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed, replaced or extended except by an amount equal to unpaid accrued interest and premium thereon plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the earlier of (x) the final maturity date of the Indebtedness so modified, refinanced, refunded, renewed or extended and (y) the date which is six months after the Maturity Date, (c) such modification, refinancing, refunding, renewal or extension has a Weighted Average Life to Maturity equal to or greater than the remaining Weighted Average Life to Maturity of the Indebtedness being modified, refinanced, refunded, renewed or extended, (d) to the extent such Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms at least as favorable to the Lenders as those contained in the documentation governing the Indebtedness being modified, refinanced, refunded, renewed or extended and (e) such Indebtedness is not secured by Liens on any assets of the Loan Parties other than the assets securing the Indebtedness being modified, refinanced, refunded, renewed or extended and the proceeds thereof.

"Permitted Transfer" shall mean, and be restricted to: (1) any Transfer of Class B Common Shares by a Qualified Stockholder (or the estate of a deceased Qualified Stockholder) to (a) a Family Member, (b) a Controlled Entity or (c) the executor, administrator, attorney-in-fact, or conservator of the estate of a Qualified Stockholder (but solely in the context of executing or administering such estate); or (2) any Transfer of Class B Common Shares by a registered holder of such share other than a Qualified Stockholder ("Non-Family Stockholder") (a) to a trust of which such Non-Family Stockholder is a settlor, an acting trustee, and a current primary beneficiary, and has the right to revoke such trust either alone or in conjunction with his or her Spouse; or (b) if the Non-Family Stockholder is a revocable trust, any such Transfer to a settlor of such trust.

"Permitted Transferee" means a transferee of shares of Class B Common Stock received in a Transfer that constitutes a Permitted Transfer.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any employee pension benefit plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, and in respect of which any Borrower or any ERISA Affiliate is (or, if such plan were terminated, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

"PPSA" means the *Personal Property Security Act* (Ontario), including the regulations thereto, provided that, if perfection or the effect of perfection or non-perfection or the priority of any Lien created hereunder on the Canadian Collateral is governed by the personal property security legislation or other applicable legislation with respect to personal property security in effect in a jurisdiction other than Ontario, "PPSA" means the *Personal Property Security Act* or such other applicable legislation in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

"Prime Rate" means the rate of interest last quoted by *The Wall Street Journal* as the "Prime Rate" in the U.S. or, if *The Wall Street Journal* ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"Prior Claims" means all Liens created by applicable law (in contrast with Liens voluntarily granted) which rank or are capable of ranking prior to or pari passu with the Liens created by the Collateral Documents (or interests similar thereto under applicable law) including for amounts owing for employee source deductions, vacation pay, goods and services taxes, sales taxes, harmonized sales taxes, municipal taxes, workers' compensation, pension fund obligations in respect of Canadian Pension Plans, overdue rents and amounts that may become due under the Wage Earner Protection Program Act (Canada), as amended, with respect to the employees of any Loan Party that are employed in Canada, which would give rise to a Lien with priority under applicable law over the Lien granted by the Canadian Loan Parties in favor of the Administrative Agent (for the benefit of the Canadian Loan Parties, securing the Canadian Secured Obligations).

"Projections" has the meaning assigned to such term in Section 5.01(d).

"Protective Advance" means a U.S. Protective Advance or a Multicurrency Protective Advance.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"QFC" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

"QFC Credit Support" has the meaning assigned to it in Section 9.23.

"Qualified Stockholder" shall mean each of the following provided that such individual or entity also is a Family Member or Controlled Entity: (i) the registered holder of any Class B Shares immediately prior to the IPO; (ii) the initial registered holder of any Class B Shares that are originally issued by the U.S. Borrower after the IPO (including, without limitation, upon exercise of stock appreciation rights or settlement of restricted stock units); and (iii) a Permitted Transferee.

"Real Estate" means all now or hereafter owned or leased estates in real property of the U.S. Borrower, including, without limitation, all fees, leaseholds and future interests, together with all of the U.S. Borrower's now or hereafter owned or leased interests in the improvements thereon, the fixtures attached thereto and the easements appurtenant thereto.

"Real Estate Financing Transactions" means any arrangement with any Person pursuant to which the U.S. Borrower or any of its Subsidiaries incurs Indebtedness secured by a Lien on real property of the U.S. Borrower or any of its Subsidiaries and related personal property (but excluding Collateral).

"Reference Time" with respect to any setting of the then-current Benchmark means (1) if such Benchmark is the Term SOFR Rate, 5:00 a.m. (Chicago time) on the day that is two U.S. Government Securities Business Days preceding the date of such setting, (2) if such Benchmark is the Term CORRA Rate, 1:00 p.m. Toronto local time on the day that is two Business Days preceding the date of such setting, (3) if such Benchmark is Daily Simple SOFR, then four U.S. Government Securities Business Days prior to such setting, (4) if, following a Benchmark Transition Event and Benchmark Replacement Date with respect to the Term CORRA Rate, such Benchmark is Daily Simple CORRA, then four RFR Business Days prior to such setting, or (5) if such Benchmark is not the Term SOFR Rate, the Term CORRA Rate, Daily Simple SOFR or Daily Simple CORRA, the time determined by the Applicable Administrative Agent in accordance with the then-prevailing market convention for such purpose as determined by the Applicable Administrative Agent in its reasonable discretion.

"Register" has the meaning assigned to such term in Section 9.04.

"Regulation D" means Regulation D of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation T" means Regulation T of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation U" means Regulation U of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Regulation X" means Regulation X of the Federal Reserve Board, as in effect from time to time and all official rulings and interpretations thereunder or thereof.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, partners, employees, agents and advisors of such Person and such Person's Affiliates.

"Release" means a release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Contaminant into the indoor or outdoor environment or

into or out of any Real Estate or other property, including the movement of Contaminants through or in the air, soil, surface water, groundwater or Real Estate or other property.

"Relevant Governmental Body" means (i) with respect to a Benchmark Replacement in respect of Loans denominated in Dollars, the Federal Reserve Board and/or the NYFRB, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto, (ii) with respect to a Benchmark Replacement in respect of Loans denominated in Canadian Dollars, the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or, in each case, any successor thereto and (iii) with respect to a Benchmark Replacement in respect of Loans denominated in any other currency, (a) the central bank for the currency in which such Benchmark Replacement is denominated or any central bank or other supervisor which is responsible for supervising either (1) such Benchmark Replacement or (2) the administrator of such Benchmark Replacement or (b) any working group or committee officially endorsed or convened by (1) the central bank for the currency in which such Benchmark Replacement is denominated, (2) any central bank or other supervisor that is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement, (3) a group of those central banks or other supervisors or (4) the Financial Stability Board or any part thereof.

"Relevant Rate" means (i) with respect to any Term Benchmark Borrowing denominated in Dollars, the Adjusted Term SOFR Rate or (ii) with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, the Adjusted Term CORRA Rate, as applicable.

"Rent Reserve" means, with respect to any store, warehouse distribution center, regional distribution center or depot where any Inventory subject to Liens arising by operation of law is located, a reserve equal to two (2) months' rent at such store, warehouse distribution center, regional distribution center or depot.

"Report" means reports prepared by the Administrative Agent or another Person showing the results of appraisals, field examinations or audits pertaining to the assets of the Loan Parties from information furnished by or on behalf of the Borrowers, after the Administrative Agent has exercised its rights of inspection pursuant to this Agreement, which Reports may be distributed to the Lenders by the Administrative Agent.

"Required Lenders" means, at any time, Lenders (other than Defaulting Lenders) having Credit Exposure and unused Commitments representing more than 50% of the sum of the Aggregate Credit Exposure and unused Commitments.

"Requirement of Law" means, as to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Reserves" means Dilution Reserves, Inventory Reserves, Rent Reserves and any other reserves which the Administrative Agent deems necessary, in its Permitted Discretion, to maintain (including, without limitation, an availability reserve, reserves for accrued and unpaid interest on the Secured Obligations, Banking Services Reserves, reserves for consignee's, warehousemen's and bailee's charges, reserves for Swap Obligations, reserves for contingent liabilities of any Loan Party, reserves for uninsured losses of any Loan Party, reserves for uninsured, underinsured, un-indemnified or under-indemnified liabilities or potential liabilities with respect to any litigation and reserves for taxes, fees,

assessments, and other governmental charges and Prior Claims) with respect to the Collateral or any Loan Party. For purposes of this Agreement, the parties hereto hereby agree that no Reserve shall be established against the U.S. Borrowing Base in respect of obligations of the Canadian Loan Parties under Canadian Benefit Plans and/or Canadian Pension Plans.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in the U.S. Borrower or any Subsidiary, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the U.S. Borrower or any option, warrant or other right to acquire any such Equity Interests in the U.S. Borrower.

"Revolving Exposure" means the Multicurrency Revolving Exposure and the U.S. Revolving Exposure.

"Revolving Exposure Limitations" has the meaning assigned to such term in Section 2.01.

"Revolving Lender" means a U.S. Revolving Lender or Multicurrency Revolving Lender.

"Revolving Loan" means a U.S. Revolving Loan or a Multicurrency Revolving Loan.

"RFR Borrowing" means, as to any Borrowing, the RFR Loans comprising such Borrowing.

"RFR Business Day" means, for any Loan denominated in Canadian Dollars, any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which commercial banks in Toronto are authorized or required by law to remain closed.

"RFR Loan" means a Loan that bears interest at a rate based on the Adjusted Daily Simple SOFR or the Adjusted Daily Simple CORRA, as applicable.

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global, Inc., or any successor to the rating agency business thereof.

"Sanctioned Country" means, at any time, a country, region or territory which is itself, or whose government is, the subject or target of any Sanctions (at the time of the Amendment No. ~~5~~8 Effective Date, Crimea, Cuba, Iran, North Korea, Syria, the so-called Donetsk People's Republic ~~and~~, the so-called Luhansk People's Republic and the non-government-controlled areas of the Kherson and Zaporizhzhia regions of Ukraine).

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, any EU member state, the Hong Kong Monetary Authority, His Majesty's Treasury of the United

Kingdom or by the Canadian government or any agency thereof, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b) or (d) any Person otherwise the subject of any Sanctions.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (b) the United Nations Security Council, any EU member state, the Hong Kong Monetary Authority or His Majesty's Treasury of the United Kingdom, (c) the Canadian government or any agency thereof or (d) any other applicable governmental or sanctions authority.

"Second Amendment and Restatement Effective Date" means the date on which the conditions precedent in Section 4.01 were satisfied which date was May 23, 2017.

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

"Secured Leverage Ratio" means, on any date, the ratio of (a) Total Secured Indebtedness on such date to (b) Consolidated EBITDA for the most recent four Fiscal Quarters ending prior to such date for which financial statements have been delivered pursuant to Section 5.01(a) or (b). In addition, for purposes of calculating the ratio, the aggregate Commitments shall be deemed to be fully drawn at all times for purposes of determining the ratio. In addition to and without limitation of the foregoing, for purposes of this definition, this ratio shall be calculated after giving effect to the following:

(a) if since the beginning of that period the U.S. Borrower or any Subsidiary shall have made any Disposition outside the ordinary course of business or an Investment (by merger or otherwise) in any Subsidiary (or any Person which becomes a Subsidiary) or an acquisition of property which constitutes all or substantially all of an operating unit of a business,

(b) if the transaction giving rise to the need to calculate the Secured Leverage Ratio involves a Disposition, Investment or acquisition, or

(c) since the beginning of that period any Person (that subsequently became a Subsidiary or was merged with or into the U.S. Borrower or any Restricted Subsidiary since the beginning of the four Fiscal Quarter period) shall have made such a Disposition, Investment or acquisition,

Consolidated EBITDA for that period shall be calculated after giving pro forma effect to the Disposition, Investment or acquisition as if the Disposition, Investment or acquisition occurred on the first day of the applicable period in accordance with Regulation S-X promulgated under the United States Securities Act of 1933, as amended.

"Secured Obligations" means, individually and collectively as the context may require, the U.S. Secured Obligations and the Canadian Secured Obligations.

"Security Agreements" means, individually and collectively as the context may require, the U.S. Security Agreement and the Canadian Security Agreement.

"Settlement" has the meaning assigned to such term in Section 2.05(c).

"Settlement Date" has the meaning assigned to such term in Section 2.05(c).

"Short-term Investments" means, as of any date of determination, (a) marketable securities (i) issued or directly and unconditionally guaranteed as to interest and principal by the United States government or, in the case of a Canadian Loan Party, the Canadian government or (ii) issued by any agency of the United States or, in the case of a Canadian Loan Party, Canada, in each case maturing within one year after such date; (b) taxable or tax-exempt marketable direct obligations issued by any state of the United States or, in the case of a Canadian Loan Party, any province, commonwealth or territory or any political subdivision of any such state, province, commonwealth or territory or any public instrumentality thereof, in each case having, at the time of the acquisition thereof, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency; (c) commercial paper maturing no more than two hundred seventy (270) days from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A-1 from S&P or the equivalent thereof from another nationally recognized rating agency; (d) time deposits, certificates of deposit or bankers' acceptances issued or accepted by any Lender or by any commercial bank organized under the laws of the United States, any state thereof or an OECD country, having, at such date, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency (except as otherwise approved by the Treasurer of the U.S. Borrower in a manner consistent with board-approved policy) or by a primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of New York; (e) repurchase agreements with financial institutions organized under the laws of the United States, any state thereof or an OECD country, having, at such date, a rating of at least A- from S&P or the equivalent thereof from another nationally recognized rating agency (except as otherwise approved by the Treasurer of the U.S. Borrower in a manner consistent with board-approved policy) or with a primary government securities dealer reporting to the Market Reports Division of the Federal Reserve Bank of New York; (f) Dollar denominated fixed or floating rate notes and foreign currency denominated fixed or floating rate notes, in each case having, at the time of the acquisition thereof, a rating of at least A or A-1 from S&P or the equivalent thereof from another nationally recognized rating agency; (g) variable rate demand notes with interest reset period and related put at par at 7-day intervals and having, at the time of the acquisition thereof, a rating of at least AA from S&P or the equivalent thereof from another nationally recognized rating agency; (h) money market preferred funds with dividend reset period and related put at par at a maximum of 60-day intervals and having, at the time of the acquisition thereof, a rating of at least AA from S&P or the equivalent thereof from another nationally recognized rating agency; and (i) money market funds that (x) comply with the criteria set forth in Securities and Exchange Commission Rule 2a-7 under the Investment Company Act of 1940 or (y) in the case of any Canadian Loan Party, are money market mutual funds (as defined in National Instrument 81-102 Mutual Funds) that are reporting issuers (as defined under Ontario securities law) in the Province of Ontario, (ii) are rated at least A- by S&P or the equivalent thereof from another nationally recognized ratings agency and (iii) have portfolio assets of at least $1,000,000,000.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"SOFR Administrator" means the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the NYFRB's Website, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Determination Date" has the meaning specified in the definition of "Daily Simple SOFR."

"SOFR Rate Day" has the meaning specified in the definition of "Daily Simple SOFR".

"Solvent" means, when used with respect to

(A) any Person (other than a Canadian Loan Party), that at the time of determination:

(a) its assets, at a fair valuation, are in excess of the total amount of its debts (including contingent liabilities);

(b) the present fair saleable value of its assets is greater than its probable liability on its existing debts as such debts become absolute and matured;

(c) it is then able and expects to be able to pay its debts (including contingent debts and other commitments) as they mature; and

(d) has capital sufficient to carry on its business as conducted and as proposed to be conducted; and

(B) any Canadian Loan Party, means

(a) the property of such Person, at a fair valuation, is greater than the total amount of its debts and liabilities, subordinated, contingent or otherwise;

(b) such Person's property is sufficient, if disposed of at a fairly conducted sale under legal process, to enable payment of all its obligations, due and accruing due;

(c) such Person will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities generally become due; and

(d) such Person has not ceased paying its current obligations in the ordinary course of business as they generally become due.

For purposes of determining whether a Person is Solvent, the amount of any contingent liability shall be computed as the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Spot Rate" means, on any date, as determined by the Administrative Agent, the spot selling rate posted by Reuters on its website for the sale of the applicable currency for Dollars at approximately 9:00 a.m., Pacific time, on such date (the "Applicable Quotation Date"); provided, that if, for any reason, no such spot rate is being quoted, the spot selling rate shall be determined by reference to such publicly available service for displaying exchange rates as may be reasonably selected by the

Administrative Agent, or, in the event no such service is selected, such spot selling rate shall instead be the rate reasonably determined by the Administrative Agent as the spot rate of exchange in the market where its foreign currency exchange operations in respect of the applicable currency are then being conducted, at or about 9:00 a.m., Pacific time, on the Applicable Quotation Date for the purchase of the relevant currency for delivery two Business Days later.

"Spouse" means, with respect to any individual, any person who is or was in the past such individual's spouse or registered domestic partner.

"Subordinated Indebtedness" of a Person means any Indebtedness of such Person the payment of which is subordinated to payment of the Obligations to the written satisfaction of the Administrative Agent in its reasonable discretion.

"subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent and/or one or more subsidiaries of the parent.

"Subsidiary" means any direct or indirect subsidiary of the U.S. Borrower.

"Supermajority Revolving Lenders" means, at any time, Lenders (other than Defaulting Lenders) having Credit Exposure and unused Commitments representing at least 66-2/3% of the sum of the Aggregate Credit Exposure and unused Commitments.

"Supported QFC" has the meaning assigned to it in Section 9.23.

"Swap Agreement" means any agreement with respect to any swap, forward, spot, future, credit default or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of the Borrowers or the Subsidiaries shall be a Swap Agreement.

"Swap Obligations" of a Loan Party or LSIFCS means any and all obligations of such Loan Party or LSIFCS, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (a) any and all Swap Agreements, (b) any and all cancellations, buy backs, reversals, terminations or assignments of any Swap Agreement transaction and (c) any "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swingline Exposure" means, at any time, the sum of the aggregate outstanding amount of all outstanding Swingline Loans. The Swingline Exposure of any U.S. Revolving Lender at any time

shall be (a) its Applicable Percentage of the aggregate principal amount of all Swingline Loans outstanding at such time (excluding, in the case of any U.S. Revolving Lender that is the Swingline Lender, Swingline Loans made by it that are outstanding at such time to the extent that the other U.S. Revolving Lenders shall not have funded participations in such Swingline Loans), adjusted to give effect to any reallocation under Section 2.20 of the Swingline Exposure of Defaulting Lenders in effect at such time and (b) in the case of any U.S. Revolving Lender that is the Swingline Lender, the aggregate principal amount of all Swingline Loans made by such U.S. Revolving Lender outstanding at such time, less the amount of participations funded by the other U.S. Revolving Lenders in such Swingline Loans.

"Swingline Lender" means JPMorgan Chase Bank, N.A., in its capacity as lender of Swingline Loans hereunder.

"Swingline Loan" has the meaning assigned to such term in Section 2.05(a).

"Taxes" means any present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, and other similar fees or charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Taxing Authority" means any Governmental Authority responsible for the administration or collection of any Tax.

"Term Benchmark" when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Adjusted Term SOFR Rate or the Adjusted Term CORRA Rate.

"Term CORRA Administrator" means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

"Term CORRA Notice" means a notification by the Applicable Administrative Agent to the Lenders and the Borrower Representative of the occurrence of a Term CORRA Reelection Event.

"Term CORRA Rate" means, with respect to any Term Benchmark Borrowing denominated in Canadian Dollars, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term CORRA Determination Day") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then the Term CORRA Rate will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than five (5) Business Days prior to such Periodic Term CORRA Determination Day.

"Term CORRA Reelection Event" means the determination by the Administrative Agent that (a) the Term CORRA Rate has been recommended for use by the Relevant Governmental Body, (b) the administration of the Term CORRA Rate is administratively feasible for the Administrative Agent,

and (c) a Benchmark Transition Event has previously occurred resulting in a Benchmark Replacement in accordance with Section 2.14(a) that is not the Term CORRA Rate.

"Term CORRA Reference Rate" means the forward-looking term rate based on CORRA.

"Term SOFR Determination Day" has the meaning assigned to it under the definition of "Term SOFR Reference Rate."

"Term SOFR Rate" means, with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the Term SOFR Reference Rate at approximately 5:00 a.m., Chicago time, two U.S. Government Securities Business Days prior to the commencement of such tenor comparable to the applicable Interest Period, as such rate is published by the CME Term SOFR Administrator.

"Term SOFR Reference Rate" means, for any day and time (such day, the "Term SOFR Determination Day"), with respect to any Term Benchmark Borrowing denominated in Dollars and for any tenor comparable to the applicable Interest Period, the rate per annum published by the CME Term SOFR Administrator and identified by the Administrative Agent as the forward-looking term rate based on SOFR. If by 5:00 pm (New York City time) on such Term SOFR Determination Day, the "Term SOFR Reference Rate" for the applicable tenor has not been published by the CME Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Rate has not occurred, then, so long as such day is otherwise a U.S. Government Securities Business Day, the Term SOFR Reference Rate for such Term SOFR Determination Day will be the Term SOFR Reference Rate as published in respect of the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate was published by the CME Term SOFR Administrator, so long as such first preceding U.S. Government Securities Business Day is not more than five (5) U.S. Government Securities Business Days prior to such Term SOFR Determination Day.

"Total Commitment" means the sum of the Commitments of all the Lenders.

"Total Indebtedness" means, at any date, the aggregate principal amount of all Indebtedness of the U.S. Borrower and its Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP.

"Total Leverage Ratio" means, on any date, the ratio of (a) Total Indebtedness on such date to (b) Consolidated EBITDA with adjustments (calculated in a manner consistent with the calculation of Consolidated EBITDA set forth in the definition of Secured Leverage Ratio) for the most recent four Fiscal Quarters ending prior to such date for which financial statements have been delivered pursuant to Section 5.01(a) or (b).

"Total Secured Indebtedness" means, at any date, the aggregate principal amount of all Indebtedness of the U.S. Borrower and its Subsidiaries at such date that is secured by a Lien on any assets of the U.S. Borrower or any of its Subsidiaries, determined on a consolidated basis in accordance with GAAP.

"Trademark Amount" means on any day, the Trademark Component of the U.S. Borrowing Base on such day.

"Trademark Component" means (i) prior to the Trademark Release Date, (x) initially $350,000,000 and (y) to the extent an appraisal is required to be obtained for the Eligible Trademark Collateral following the Amendment No. 2 Effective Date pursuant to Section 5.11(a) the lesser of (I) $350,000,000 and (II) 65% of the Net Orderly Liquidation Value of the Eligible Trademark Collateral and (ii) from and after the Trademark Release Date, $0.

"Trademark Release Date" means the date on which the Administrative Agent's Lien on the Eligible Trademark Collateral is released in accordance with Section 9.02(c).

"Transfer" of a share of Class B Common Stock means any sale, gift, bequest, assignment, transfer, conveyance, hypothecation or other transfer or disposition of such share or any legal or beneficial interest in such share by a stockholder of the U.S. Borrower, whether or not for value and whether voluntary or involuntary or by operation of law, including, without limitation, a transfer of a share of Class B Common Stock to a broker or other nominee (regardless of whether there is a corresponding change in beneficial ownership), or the transfer of, or entering into a binding agreement with respect to, Voting Control over such share by proxy or otherwise, such that the previous holders of such voting power no longer retain sole dispositive power and exclusive Voting Control with respect to the shares of Class B Common Stock held by such holder; provided, however, that the following shall not be considered a "Transfer":

(i) the granting of a revocable proxy to officers or directors of the U.S. Borrower at the request of its board of directors in connection with actions to be taken at an annual or special meeting of stockholders or by consent;

(ii) entering into a voting trust, agreement or arrangement (with or without granting a proxy) solely with stockholders who are holders of Class B Common Stock that (A) is disclosed either in a Schedule 13D filed with the Securities and Exchange Commission or in writing to the Secretary of the U.S. Borrower, (B) either has a term not exceeding one year or is terminable by the holder of the shares subject thereto at any time and (C) does not involve any payment of cash, securities, property or other consideration to the holder of the shares subject thereto other than the mutual promise to vote shares in a designated manner;

(iii) the pledge of shares of Class B Common Stock by a stockholder that creates a mere security interest in such shares pursuant to a bona fide loan or indebtedness transaction for so long as such stockholder continues to exercise Voting Control over such pledged shares; provided, however, that a foreclosure on such shares or other similar action by the pledgee shall constitute a "Transfer" unless such foreclosure or similar action qualifies as a "Permitted Transfer"; or

(iv) entering into a support or similar voting agreement (with or without granting a proxy) in connection with any liquidation, dissolution, or winding up of the U.S. Borrower, whether voluntary or involuntary, or any consolidation or merger of the U.S. Borrower with or into any other corporation or other entity or person, or any corporate recapitalization, in which, pursuant to the express terms of such consolidation, merger or recapitalization, cash or other property is to be distributed to the stockholders of the U.S. Borrower in respect of their shares of stock in the U.S. Borrower.

"Transactions" means the execution, delivery and performance by the Borrowers of this Agreement, the borrowing of Loans and other credit extensions hereunder, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"Type," when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Term SOFR Rate, the Alternate Base Rate, the Canadian Prime Rate or the Adjusted Term CORRA Rate.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other state the laws of which are required to be applied in connection with the issue of perfection of security interests.

"UK Financial Institution" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended form time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"UK Resolution Authority" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"Unadjusted Benchmark Replacement" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"Unliquidated Obligations" means, at any time, any Secured Obligations (or portion thereof) that are contingent in nature or unliquidated, including any Secured Obligation that is: (i) an obligation to reimburse a bank for drawings not yet made under a letter of credit issued by it; (ii) any other obligation (including any guarantee) that is contingent in nature; or (iii) an obligation to provide collateral to secure any of the foregoing types of obligations.

"U.S. Availability Cash Collateral Account" means an account of a U.S. Loan Party held with the Administrative Agent (or Bank of America, N.A. or one of its affiliates) designated by the Borrower Representative as a "U.S. Availability Cash Collateral Account" and, from and after the tenth Business Day following the Original Effective Date, subject to a blocked account agreement in favor of the Administrative Agent and in form and substance reasonably satisfactory to the Administrative Agent.

"U.S. Borrower" has the meaning assigned to such term by the introductory paragraph to this Agreement.

"U.S. Borrower Multicurrency Facility Outstandings" means, at any time, the Multicurrency Revolving Exposure at such time minus the Canadian Borrower Outstandings at such time.

"U.S. Borrowing Base" means, as of any date of determination (without duplication), the sum of (i) subject to Section 6.04(o), 100% of cash and Cash Equivalent balances in Dollars of the U.S. Loan Parties in the U.S. Borrowing Base Cash Collateral Account and the U.S. Availability Cash Collateral Account plus (ii) 90% of Eligible Credit Card Receivables of the U.S. Loan Parties plus (iii) 85% of Eligible Accounts of the U.S. Loan Parties plus (iv) 50% of the value of Eligible Raw Materials

of the U.S. Loan Parties plus (v) the Trademark Component plus (vi) the lesser of (A)(I) 95% of the lower of cost or market value of Eligible Finished Goods of the U.S. Loan Parties plus (II) 50% of the lower of cost or market value of Eligible Third Party Logistics Goods of the U.S. Loan Parties and (B)(I) 90% of the Net Orderly Liquidation Value of Eligible Retail Finished Goods of the U.S. Loan Parties plus (II) 85% of the Net Orderly Liquidation Value of Eligible Wholesale Finished Goods and Eligible Third Party Logistics Goods of the U.S. Loan Parties (which shall not exceed 100% of the cost of Eligible Wholesale Finished Goods and Eligible Third Party Logistics Goods of the U.S. Loan Parties) minus (vii) without duplication, Reserves established by the Administrative Agent in its Permitted Discretion.

"U.S. Borrowing Base Cash Collateral Account" means, collectively, one or more accounts of the U.S. Loan Parties, as designated from time to time by written notice from the Borrower Representative to the Administrative Agent, held with financial institutions, from and after the tenth Business Day following the Original Effective Date, and subject to control agreements in favor of the Administrative Agent in form and substance reasonably satisfactory to the Administrative Agent.

"U.S. Collateral" means any and all property owned, leased or operated by a Person covered by the U.S. Collateral Documents and any and all other property of any U.S. Loan Party, now existing or hereafter acquired, that may at any time be or become subject to a security interest or Lien in favor of the Administrative Agent to secure the Secured Obligations.

"U.S. Collateral Documents" means, collectively, the U.S. Security Agreement and any other documents pursuant to which any U.S. Loan Party grants a Lien upon any property as security for payment of the Secured Obligations.

"U.S. Collection Account" means a "Collection Account" as defined in the U.S. Security Agreement.

"U.S. Commitment" means, with respect to each U.S. Revolving Lender, the commitment, if any, of such U.S. Revolving Lender to make U.S. Revolving Loans and to acquire participations in U.S. Letters of Credit, Swingline Loans and U.S. Protective Advances hereunder, expressed as an amount representing the maximum possible aggregate amount of such U.S. Revolving Lender's U.S. Revolving Exposure hereunder, as such commitment may be reduced or increased from time to time pursuant to (a) Section 2.09 and (b) assignments by or to such U.S. Revolving Lender pursuant to Section 9.04. The initial amount of each U.S. Revolving Lender's U.S. Commitment is set forth on the Commitment Schedule, or in the Assignment and Assumption pursuant to which such U.S. Revolving Lender shall have assumed its U.S. Commitment, as applicable. The aggregate amount of the U.S. Commitments as of the Amendment No. ~~5~~8 Effective Date~~, after giving effect to the Amendment No. 5 Incremental Increase (as defined in Amendment No. 5)~~ is $950,000,000.

"U.S. Credit Exposure" means, as to any U.S. Revolving Lender at any time, the sum of (a) such Lender's U.S. Revolving Exposure plus (b) such Lender's Applicable Percentage of the aggregate amount of U.S. Protective Advances outstanding.

"U.S. Facility" means, collectively, the U.S. Commitments and the extensions of credit made thereunder.

"U.S. Government Securities Business Day" means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends

that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

"U.S. Guaranteed Obligations" has the meaning assigned to such term in Section 10.01.

"U.S. Guarantor" means each U.S. Loan Party (other than, solely with respect to the U.S. Facility, the U.S. Borrower).

"U.S. Issuing Bank" means individually and collectively as the context may require, JPMCB, Bank of America, N.A. and any other Lender that has agreed to act as a U.S. Issuing Bank and is reasonably acceptable to the Administrative Agent and the U.S. Borrower, each in its capacity as an issuer of U.S. Letters of Credit hereunder, and its successors and assigns in such capacity as provided in Section 2.06(j). Each U.S. Issuing Bank may, in its sole discretion, arrange for one or more U.S. Letters of Credit to be issued by Affiliates of such U.S. Issuing Bank, in which case the term "U.S. Issuing Bank" shall include any such Affiliate with respect to U.S. Letters of Credit issued by such Affiliate. Each reference herein to the "U.S. Issuing Bank" in connection with a U.S. Letter of Credit or other matter shall be deemed to be a reference to the relevant U.S. Issuing Bank with respect thereto.

"U.S. Joinder Agreement" means a joinder agreement in substantially the form of Exhibit E-1.

"U.S. LC Exposure" means, at any time, the sum of (a) the Dollar Amount of the aggregate undrawn amount of all outstanding U.S. Letters of Credit plus (b) the aggregate Dollar Amount of all LC Disbursements relating to U.S. Letters of Credit that have not yet been reimbursed by or on behalf of the U.S. Borrower. The U.S. LC Exposure of any U.S. Revolving Lender at any time shall be its Applicable Percentage of the aggregate U.S. LC Exposure at such time. For all purposes of this Agreement, if on any date of determination a U.S. Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600 (or such later version thereof as may be in effect at the applicable time) or Rule 3.13 or Rule 3.14 of the International Standby Practices, International Chamber of Commerce Publication No. 590 (or such later version thereof as may be in effect at the applicable time) or similar terms of the U.S. Letter of Credit itself, or if compliant documents have been presented but not yet honored, such U.S. Letter of Credit shall be deemed to be "outstanding" and "undrawn" in the amount so remaining available to be paid, and the obligations of the Borrowers and each U.S. Revolving Lender shall remain in full force and effect until the U.S. Issuing Bank and the U.S. Revolving Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any U.S. Letter of Credit.

"U.S. Lender Parties" means, individually and collectively as the context may require, the Administrative Agent, the U.S. Revolving Lenders, the U.S. Issuing Banks, the Bank Product Providers, the Hedge Providers and the other Agents.

"U.S. Letter of Credit" means any Letter of Credit issued under the U.S. Facility.

"U.S. Loan Guaranty" means the provisions of Article X of this Agreement.

"U.S. Loan Parties" means, individually and collectively as the context may require, the U.S. Borrower and any direct or indirect Domestic Subsidiary of the U.S. Borrower who becomes a party to a Loan Document.

"U.S. Loans" means, individually and collectively as the context may require, the U.S. Revolving Loans, the Swingline Loans and the U.S. Protective Advances.

"U.S. Obligated Party" has the meaning assigned to such term in Section 10.02.

"U.S. Obligations" means, with respect to the U.S. Loan Parties, all unpaid principal of and accrued and unpaid interest on the U.S. Loans, all U.S. LC Exposure, all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the U.S. Loan Parties to the Lenders or to any Lender, the Administrative Agent, any U.S. Issuing Bank or any indemnified party arising under the Loan Documents, and including interest and fees that accrue after the commencement by or against the U.S. Borrower or any Affiliate thereof of any proceeding under any debtor relief laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed or allowable claims in such proceeding.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Protective Advance" has the meaning assigned to such term in Section 2.04(a).

"U.S. Revolving Exposure" means, with respect to any U.S. Revolving Lender at any time, the sum of (a) the outstanding principal amount of U.S. Revolving Loans of such U.S. Revolving Lender at such time, plus (b) an amount equal to such U.S. Revolving Lender's Applicable Percentage of the aggregate principal amount of the Swingline Loans at such time, plus (c) an amount equal to such U.S. Revolving Lender's Applicable Percentage of the U.S. LC Exposure at such time.

"U.S. Revolving Lenders" means the Persons listed on the Commitment Schedule as having a U.S. Commitment and any other Person that shall acquire a U.S. Commitment pursuant to an Assignment and Assumption, other than any such Person that ceases to be such a Person hereto pursuant to an Assignment and Assumption.

"U.S. Revolving Loan" means a Revolving Loan made to the U.S. Borrower by the U.S. Revolving Lenders.

"U.S. Secured Obligations" means all U.S. Obligations, together with all (a) Banking Services Obligations owing by a U.S. Loan Party or LSIFCS; and (b) Swap Obligations of the U.S. Loan Parties and LSIFCS owing to one or more Hedge Providers; provided that not later than 30 days after such Hedge Provider becomes a Hedge Provider, the Lender or Affiliate of a Lender party thereto (other than JPMCB or any of its Affiliates) shall have delivered written notice to the Administrative Agent that such Person is a Hedge Provider; provided, further that the U.S. Secured Obligations with respect to any Guarantor shall not include Excluded Swap Obligations of such Guarantor.

"U.S. Security Agreement" means that certain Security Agreement, dated as of the Original Effective Date (as amended, amended and restated, supplemented or otherwise modified from time to time), between the U.S. Loan Parties and the Administrative Agent, for the benefit of the

Administrative Agent, and the other Lender Parties, and any other pledge or security agreement entered into, after the Original Effective Date by any other U.S. Loan Party (as required by this Agreement or any other Loan Document).

"U.S. Special Resolution Regime" has the meaning assigned to it in Section 9.23.

"Voting Control" means, with respect to a share of Class B Common Stock, the power (whether exclusive or shared) to vote or direct the voting of such share by proxy, voting agreement or otherwise.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (a) the then outstanding aggregate principal amount of such Indebtedness into (b) the sum of the total of the products obtained by multiplying (i) the amount of each then remaining scheduled installment, sinking fund, serial maturity or other required payment of principal including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

"Withdrawal Liability" means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

"Write-Down and Conversion Powers" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Class (e.g., a "Revolving Loan") or by Type (e.g., a "Term Benchmark Loan") or by Class and Type (e.g., a "Term Benchmark Revolving Loan"). Borrowings also may be classified and referred to by Class (e.g., a "Revolving Borrowing") or by Type (e.g., a "Term Benchmark Borrowing") or by Class and Type (e.g., a "Term Benchmark Revolving Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision

hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference in any definition to the phrase "at any time" or "for any period" shall refer to the same time or period for all calculations or determinations within such definition, (f) any reference to any law, rule or regulation herein shall, unless otherwise specified, refer to such law, rule or regulation as amended, modified or supplemented from time to time and (g) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.04. Accounting Terms; GAAP. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; provided that, if after the Second Amendment and Restatement Effective Date there occurs any change in GAAP or in the application thereof on the operation of any provision hereof and the Borrower Representative notifies the Administrative Agent that the Borrowers request an amendment to any provision hereof to eliminate the effect of, or to account for, such change in GAAP or in the application thereof (or if the Administrative Agent notifies the Borrower Representative that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding any other provision contained herein all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of the U.S. Borrower or any Subsidiary at "fair value," as defined therein. In the event that historical accounting practices, systems or reserves relating to the components of the U.S. Borrowing Base or Canadian Borrowing Base are modified in a manner that is adverse to the Lenders in any material respect, without limitation of the Administrative Agent's right to establish Reserves as otherwise provided hereunder, the Administrative Agent may maintain additional reserves in respect of the components of the U.S. Borrowing Base or Canadian Borrowing Base, as applicable, and make such other adjustments (which may include maintaining additional reserves, modifying the advance rates or modifying the eligibility criteria for the components of the U.S. Borrowing Base or Canadian Borrowing Base, as applicable) as may be required to eliminate the effects of such changes.

SECTION 1.05. Currency Matters. For purposes of this Agreement and the other Loan Documents, where the permissibility of a transaction or determinations of required actions or circumstances depend upon compliance with, or are determined by reference to, amounts stated in Dollars, such amounts shall be deemed to refer to the amount in Dollars or the equivalent at par Dollar Amount. For purposes of any determination under Section 6.04 or 6.08, the amount of each Investment, disposition or other applicable transaction denominated in a currency other than Dollars shall be converted into Dollars at par Dollar Amount on the date such Investment, disposition or other transaction is consummated. Principal, interest, reimbursement obligations, fees and all other amounts payable under this Agreement or any Loan Document to any Lender Parties shall be payable in the currency in which such Obligations are denominated, unless expressly stated otherwise.

SECTION 1.06. Effect of this Agreement on the Existing Credit Agreement and the Other Existing Loan Documents.

(a) Upon satisfaction of the conditions precedent to the effectiveness of this Agreement set forth in Section 4.01, this Agreement shall be binding on the Borrowers, the other Loan Parties party hereto, the Administrative Agent, the Multicurrency Administrative Agent, the Lenders and the other parties hereto, and the Existing Credit Agreement and the provisions thereof shall be replaced in their entirety by this Agreement and the provisions hereof; provided that for the avoidance of doubt (a) the Obligations (as defined in the Existing Credit Agreement) of the Borrowers and the other Loan Parties under the Existing Credit Agreement and the other Loan Documents that remain unpaid and outstanding

as of the Second Amendment and Restatement Effective Date shall continue to exist under and be evidenced by this Agreement and the other Loan Documents, (b) all Letters of Credit under and as defined in the Existing Credit Agreement shall continue as Letters of Credit under this Agreement and (c) the Collateral and the Loan Documents shall continue to secure, guarantee, support and otherwise benefit the Obligations on the same terms as prior to the effectiveness hereof. Upon the effectiveness of this Agreement, each Loan Document that was in effect immediately prior to the date of this Agreement shall continue to be effective on its terms unless otherwise expressly stated herein.

(b) Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Existing Credit Agreement, the other Existing Loan Documents (as defined below) or instruments securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a release or other discharge of any Borrower or any Guarantor from any of its obligations or liabilities under the Existing Credit Agreement or any of the security agreements, pledge agreements, mortgages, guaranties or other loan documents executed in connection therewith or in connection with the Original Credit Agreement (the "Existing Loan Documents"). Each Loan Party hereby (a) confirms and agrees that each Existing Loan Document to which it is a party that is not being amended and restated concurrently herewith is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Second Amendment and Restatement Effective Date, all references in any such Existing Loan Document to "the Credit Agreement," "thereto," "thereof," "thereunder" or words of like import referring to the Existing Credit Agreement shall mean the Existing Credit Agreement as amended and restated by this Agreement, and (b) confirms and agrees that to the extent that any such Existing Loan Document purports to assign or pledge to any of the Agents or the Lenders or the Issuing Banks or the Bank Product Providers or to grant to any of the Agents or the Lenders or the Issuing Banks or the Bank Product Providers a security interest in or lien on, any collateral as security for all or any portion of any of the Secured Obligations of any Borrower or any other Loan Party or LSIFCS, as the case may be, from time to time existing in respect of the Existing Credit Agreement or the Existing Loan Documents, such pledge or assignment or grant of the security interest or lien is hereby ratified and confirmed in all respects with respect to this Agreement and the Loan Documents.

SECTION 1.07. Interest Rates; Benchmark Notification. The interest rate on a Loan denominated in Dollars or Canadian Dollars may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event or a Term CORRA Reelection Event, Section 2.14(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

SECTION 1.08. Letter of Credit Amounts. Unless otherwise specified herein, the Dollar Amount of a Letter of Credit at any time shall be deemed to be the Dollar Amount of such Letter of

Credit available to be drawn at such time; provided that with respect to any Letter of Credit that, by its terms or the terms of any Letter of Credit Agreement related thereto, provides for one or more automatic increases in the available amount thereof, the Dollar Amount of such Letter of Credit shall be deemed to be the maximum Dollar Amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum amount is available to be drawn at such time.

SECTION 1.09. Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized and acquired on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II

The Credits

SECTION 2.01. Commitments. Subject to the terms and conditions set forth herein, each U.S. Revolving Lender severally agrees to make U.S. Revolving Loans to the U.S. Borrower from time to time during the Availability Period and each Multicurrency Revolving Lender severally agrees to make Multicurrency Revolving Loans to either of the Borrowers from time to time during the Availability Period in an aggregate principal amount that will not result in:

(i) the U.S. Revolving Exposure of any U.S. Revolving Lender exceeding such U.S. Revolving Lender's U.S. Commitment;

(ii) the Multicurrency Revolving Exposure of any Multicurrency Revolving Lender exceeding such Multicurrency Revolving Lender's Multicurrency Commitment;

(iii) the sum of (x) the U.S. Revolving Exposure plus (y) the U.S. Borrower Multicurrency Facility Outstandings plus (z) the Canadian Borrower Shared Outstandings exceeding the U.S. Borrowing Base; or

(iv) the Aggregate Revolving Exposure exceeding the sum of (x) the U.S. Borrowing Base plus (y) the lesser of (I) the aggregate Multicurrency Commitment and (II) the Canadian Borrowing Base;

subject to the Administrative Agent's and Multicurrency Administrative Agent's authority, in their sole discretion, to make Protective Advances pursuant to the terms of Section 2.04. The limitations on Borrowings referred to in clauses (i) through (iv) are referred to collectively as the "Revolving Exposure Limitations." Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrowers may borrow, prepay and reborrow Revolving Loans.

SECTION 2.02. Loans and Borrowings.

(a) Each Loan (other than a Swingline Loan) shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by the Lenders ratably in accordance with their respective Commitments of the applicable Class. Any Protective Advance and any Swingline Loan shall be made in accordance with the procedures set forth in Sections 2.04 and 2.05.

(b) All Borrowings under the U.S. Commitment shall be denominated in Dollars. Borrowings under the Multicurrency Commitment may be in Dollars or Canadian Dollars. Subject to Section 2.14, (i) each Borrowing that is denominated in Dollars shall be comprised entirely of ABR Loans

or Term Benchmark Loans as the Borrower Representative may request in accordance herewith, and (ii) each Borrowing that is denominated in Canadian Dollars shall be comprised entirely of Canadian Prime Rate Loans or Term Benchmark Loans as the Borrower Representative may request in accordance herewith. Each Swingline Loan shall be an ABR Loan. Each Lender at its option may make any Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Loan in accordance with the terms of this Agreement.

(c) At the commencement of each Interest Period for any Term Benchmark Borrowing denominated in Dollars, such Borrowing shall be in an aggregate amount that is an integral multiple of $1,000,000 and not less than $5,000,000. At the commencement of each Interest Period for any Term Benchmark Borrowing denominated in Canadian Dollars, such Borrowing shall be in an aggregate that is an integral multiple of Cdn.$1,000,000 and not less than Cdn.$5,000,000. ABR Revolving Borrowings shall be in an integral multiple of $1,000,000 and not less than $2,000,000. Canadian Prime Rate Borrowings shall be in an integral multiple of Cdn.$1,000,000 and not less than Cdn.$2,000,000. Each Swingline Loan shall be in an amount that is an integral multiple of $25,000 and not less than $100,000. Borrowings of more than one Type and Class may be outstanding at the same time; provided that there shall not at any time be more than a total of ~~15~~10 Term Benchmark Borrowings outstanding.

(d) Notwithstanding any other provision of this Agreement, the Borrower Representative shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

SECTION 2.03. Requests for Revolving Borrowings. To request a Revolving Borrowing, the Borrower Representative shall notify the Administrative Agent (in the case of a requested Borrowing under the U.S. Facility) or the Multicurrency Administrative Agent with a copy to the Administrative Agent (in the case of a requested Borrowing under the Multicurrency Facility) of such request either in writing (delivered by hand or email) in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative or by telephone (i) with respect to U.S. Revolving Loans, not later than (a) in the case of a Term Benchmark Borrowing denominated in Dollars, 12:00 noon Pacific time, three U.S. Government Securities Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, 10:00 a.m., Pacific time (or, in the case of a request for a Swingline Loan, 12:00 noon, Pacific time), on the date of the proposed Borrowing and (ii) with respect to Multicurrency Revolving Loans, not later than (a) in the case of Term Benchmark Borrowings denominated in Canadian Dollars, 1:00 p.m., Toronto time, three Business Days prior to the date of the proposed Borrowing, (b) in the case of Canadian Prime Rate Borrowings or ABR Borrowings, 11:00 a.m., Toronto time, one Business Day before the date of the proposed Borrowing and (c) in the case of an RFR Borrowing denominated in Canadian Dollars, not later than 12:00 p.m. New York City time, five (5) RFR Business Days before the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or email to the Administrative Agent (if a U.S. Revolving Loan) or the Multicurrency Administrative Agent with a copy to the Administrative Agent (if a Multicurrency Revolving Loan), of a written Borrowing Request in a form approved by the Applicable Administrative Agent and signed by the Borrower Representative. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.01:

(i) the name of the applicable Borrower;

(ii) whether such Borrowing is to be a Borrowing under the U.S. Facility or the Multicurrency Facility;

(iii) the aggregate amount of the requested Borrowing and a breakdown of the separate wires comprising such Borrowing;

(iv) the date of such Borrowing, which shall be a Business Day;

(v) whether such Borrowing is to be an ABR Borrowing, a Term Benchmark Borrowing or a Canadian Prime Rate Borrowing; and

(vi) in the case of a Term Benchmark Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period."

If no election as to the Type of Borrowing is specified, then (A) a Borrowing of U.S. Revolving Loans or Multicurrency Revolving Loans requested in Dollars shall be an ABR Borrowing and (B) a Borrowing of Multicurrency Revolving Loans requested in Canadian Dollars shall be a Canadian Prime Rate Borrowing. If no Interest Period is specified with respect to any requested Term Benchmark Borrowing, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's or 30 days', as applicable, duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Applicable Administrative Agent shall advise each applicable Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Notwithstanding the foregoing, in no event shall the Borrower Representative be permitted to request pursuant to this Section 2.03, prior to a Benchmark Transition Event and Benchmark Replacement Date with respect to the Term CORRA Rate, an RFR Loan bearing interest based on Daily Simple CORRA (it being understood and agreed that Daily Simple CORRA shall only apply to the extent provided in Section 2.14(f)).

SECTION 2.04. Protective Advances.

(a) Subject to the limitations set forth below, the Applicable Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Applicable Administrative Agent's sole discretion (but shall have absolutely no obligation), to make (i) in the case of the Administrative Agent, Loans to the U.S. Borrower in Dollars on behalf of the U.S. Revolving Lenders (each such Loan, a "U.S. Protective Advance") or (ii) in the case of the Multicurrency Administrative Agent, Loans to either of the Borrowers in Canadian Dollars or Dollars on behalf of the Multicurrency Revolving Lenders (each such Loan, a "Multicurrency Protective Advance") which the Applicable Administrative Agent, in its Permitted Discretion, deems necessary or desirable (i) to preserve or protect the Collateral, or any portion thereof, (ii) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (iii) to pay any other amount chargeable to or required to be paid by the applicable Borrower pursuant to the terms of this Agreement, including payments of reimbursable expenses (including costs, fees, and expenses as described in Section 9.03) and other sums payable under the Loan Documents; provided that (1) the aggregate amount of outstanding U.S. Protective Advances shall not, at any time, exceed $50,000,000; provided, further, that the aggregate amount of outstanding U.S. Protective Advances plus the U.S. Revolving Exposure shall not exceed the aggregate U.S. Commitments; and (2) the aggregate Dollar Amount of outstanding Multicurrency Protective Advances shall not, at any time, exceed $5,000,000; provided, further, that the aggregate amount of outstanding Multicurrency Protective Advances plus the Multicurrency Revolving Exposure shall not exceed the aggregate Multicurrency Commitments. Protective Advances may be made even if the conditions precedent set forth in Section 4.02 have not been satisfied. The Protective Advances shall be secured by the Liens in favor of the Administrative Agent in and to the applicable Collateral and shall constitute Obligations hereunder. All Protective Advances shall be ABR Borrowings (in the case of Dollar denominated amounts) or Canadian Prime Rate Borrowings (in the case of Canadian Dollar denominated amounts). The Applicable Administrative Agent's authorization to make Protective Advances may be revoked at any time by the Required Lenders. Any such revocation must be in writing and shall become effective prospectively upon the Applicable Administrative Agent's receipt thereof. At any time that the making of such U.S. Revolving Loan would not violate the Revolving Exposure Limitations and the conditions precedent set forth in Section 4.02 have been satisfied, the Administrative Agent may request the U.S. Revolving Lenders to make a U.S. Revolving Loan in Dollars to repay a U.S. Protective Advance. At any other time

the Administrative Agent may require the U.S. Revolving Lenders to fund in Dollars their risk participations described in Section 2.04(b). At any time the making of such Multicurrency Revolving Loan would not violate the Revolving Exposure Limitations and the conditions precedent set forth in Section 4.02 have been satisfied, the Multicurrency Administrative Agent may request the Multicurrency Revolving Lenders to make a Multicurrency Revolving Loan in the currency in which any Multicurrency Protective Advance is denominated to repay such Multicurrency Protective Advance. At any other time the Multicurrency Administrative Agent may require the Multicurrency Revolving Lenders to fund their risk participations described in Section 2.04(b) in any Multicurrency Protective Advance in the currency in which such Multicurrency Protective Advance is denominated.

(b) Upon the making of a U.S. Protective Advance by the Administrative Agent (whether before or after the occurrence of a Default), each U.S. Revolving Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Administrative Agent, without recourse or warranty, an undivided interest and participation in such U.S. Protective Advance in proportion to its Applicable Percentage. Upon the making of a Multicurrency Protective Advance by the Multicurrency Administrative Agent (whether before or after the occurrence of a Default), each Multicurrency Revolving Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Multicurrency Administrative Agent, without recourse or warranty, an undivided interest and participation in such Multicurrency Protective Advance in proportion to its Applicable Percentage. From and after the date, if any, on which any Lender is required to fund its participation in any Protective Advance purchased hereunder, the Applicable Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Applicable Administrative Agent in respect of such Protective Advance.

SECTION 2.05. Swingline Loans.

(a) The Administrative Agent, the Swingline Lender and the U.S. Revolving Lenders agree that in order to facilitate the administration of this Agreement and the other Loan Documents, promptly after the Borrower Representative requests an ABR Borrowing under the U.S. Facility, the Swingline Lender may elect to have the terms of this Section 2.05(a) apply to such Borrowing Request by advancing, on behalf of the U.S. Revolving Lenders and in the amount requested, same day funds to the U.S. Borrower, on the applicable Borrowing date to the Funding Account(s) (each such Loan made solely by the Swingline Lender pursuant to this Section 2.05(a) is referred to in this Agreement as a "Swingline Loan"), with settlement among them as to the Swingline Loans to take place on a periodic basis as set forth in Section 2.05(c). Each Swingline Loan shall be subject to all the terms and conditions applicable to other ABR Revolving Loans funded by the U.S. Revolving Lenders, except that all payments thereon shall be payable to the Swingline Lender solely for its own account. The aggregate amount of Swingline Loans outstanding at any time shall not exceed $35,000,000. At any time no more than one Swingline Loan may be outstanding. The Swingline Lender shall not make any Swingline Loan if the requested Swingline Loan would result in a violation of the Revolving Exposure Limitations. All Swingline Loans shall be ABR Borrowings.

(b) Upon the making of a Swingline Loan (whether before or after the occurrence of a Default (unless the Administrative Agent shall have received written notice thereof from the Borrower Representative or any Lender) and regardless of whether a Settlement has been requested with respect to such Swingline Loan), each U.S. Revolving Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from the Swingline Lender, without recourse or warranty, an undivided interest and participation in such Swingline Loan in proportion to its Applicable Percentage. The Swingline Lender may, at any time, require the U.S. Revolving Lenders to fund their participations. From and after the date, if any, on which any U.S. Revolving Lender is required to fund its participation in any Swingline Loan purchased hereunder, the Administrative Agent shall promptly distribute to such Lender, such Lender's Applicable Percentage of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent or Swingline Lender in respect of such Loan.

(c) The Administrative Agent, on behalf of the Swingline Lender, shall request settlement (a "Settlement") with the U.S. Revolving Lenders on at least a weekly basis or on any more frequent date that the Administrative Agent elects, by notifying the U.S. Revolving Lenders of such requested Settlement by telephone, or email no later than 11:00 a.m., Pacific time on the date of such requested Settlement (the "Settlement Date"). Each U.S. Revolving Lender (other than the Swingline Lender, in the case of the Swingline Loans) shall transfer the amount of such U.S. Revolving Lender's Applicable Percentage of the outstanding principal amount of the applicable Loan with respect to which Settlement is requested to the Administrative Agent, to such account of the Administrative Agent as the Administrative Agent may designate, not later than 1:00 p.m., Pacific time, on such Settlement Date. Settlements may occur during the existence of a Default and whether or not the applicable conditions precedent set forth in Section 4.02 have then been satisfied. Such amounts transferred to the Administrative Agent shall be applied against the amounts of the Swingline Lender's Swingline Loans and, together with the Swingline Lender's Applicable Percentage of such Swingline Loan, shall constitute U.S. Revolving Loans of such U.S. Revolving Lenders, respectively. If any such amount is not transferred to the Administrative Agent by any U.S. Revolving Lender on such Settlement Date, the Swingline Lender shall be entitled to recover from such Lender on demand such amount, together with interest thereon, as specified in Section 2.07.

SECTION 2.06. Letters of Credit.

(a) General. Subject to the terms and conditions set forth herein, the Borrower Representative may request any U.S. Issuing Bank to issue Letters of Credit denominated in Dollars (in the case of U.S. Letters of Credit) or any Multicurrency Issuing Bank to issue Letters of Credit denominated in Dollars or Canadian Dollars (in the case of Multicurrency Letters of Credit) or denominated in an LC Alternative Currency (in the case of any Letter of Credit) for its own account or for the account of any Subsidiary, in a form reasonably acceptable to the applicable U.S. Issuing Bank (in the case of U.S. Letters of Credit) or the applicable Multicurrency Issuing Bank (in the case of Multicurrency Letters of Credit), at any time and from time to time during the Availability Period.

(b) Notice of Issuance, Amendment, Extension; Certain Conditions. To request the issuance of a Letter of Credit (or the amendment or extension of an outstanding Letter of Credit), the Borrower Representative shall deliver by hand or email (or transmit by electronic communication, if arrangements for doing so have been approved by the applicable U.S. Issuing Bank (in the case of U.S. Letters of Credit) or the applicable Multicurrency Issuing Bank (in the case of Multicurrency Letters of Credit)) to (1) the applicable U.S. Issuing Bank (in the case of U.S. Letters of Credit) or the applicable Multicurrency Issuing Bank (in the case of Multicurrency Letters of Credit) and (2) the Administrative Agent (in the case of U.S. Letters of Credit) or the Multicurrency Administrative Agent with a copy to the Administrative Agent (in the case of Multicurrency Letters of Credit) (in each case, prior to 9:00 am, Pacific time, at least two Business Days prior to the requested date of issuance, amendment or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended or extended, and specifying whether such Letter of Credit is to be a U.S. Letter of Credit or a Multicurrency Letter of Credit (and, if such Letter of Credit is to be a Multicurrency Letter of Credit, whether such Letter of Credit is to be issued for the account of the U.S. Borrower or for the account of the Canadian Borrower), whether such Letter of Credit is to be a Cash Collateralized Letter of Credit, the date of issuance, amendment or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (c) of this Section), the amount of such Letter of Credit, the name and address of the beneficiary thereof, the currency in which such Letter of Credit will be denominated (which (x) shall be Dollars or an LC Alternative Currency in the case of U.S. Letters of Credit and (y) shall be Dollars, Canadian Dollars or an LC Alternative Currency in the case of Multicurrency Letters of Credit) and such other information as shall be necessary to prepare, amend or extend such Letter of Credit. In addition, as a condition to any such Letter of Credit issuance, the applicable Borrower shall have entered into a continuing agreement (or other letter of credit agreement) for the issuance of letters of credit and/or shall submit a letter of credit application, in each case, as required by the applicable Issuing Bank and using such Issuing Bank's standard form (each, a "Letter of Credit Agreement"). In the event of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of any Letter of Credit Agreement, the terms and conditions of

this Agreement shall control. A Letter of Credit shall be issued, amended or extended only if (and upon issuance, amendment or extension of each Letter of Credit the Borrowers shall be deemed to represent and warrant that), after giving effect to such issuance, amendment or extension (i) the LC Exposure (including, for the avoidance of doubt, the Multicurrency LC Exposure) shall not exceed $150,000,000, (ii) the Multicurrency LC Exposure shall not exceed $50,000,000, (iii) the Revolving Exposure Limitations shall not be exceeded and (~~iii~~iv) in the case of a Cash Collateralized Letter of Credit (I) issued for the account of the U.S. Borrower, the aggregate amount of all Cash Collateralized Letters of Credit issued for the account of the U.S. Borrower does not exceed the amount of cash and Cash Equivalents in the U.S. Availability Cash Collateral Account or (II) issued for the account of the Canadian Borrower, the aggregate amount of all Cash Collateralized Letters of Credit issued for the account of the Canadian Borrower does not exceed the amount of cash and Cash Equivalents in the Canadian Availability Cash Collateral Account.

(c) An Issuing Bank shall not be under any obligation to issue any Letter of Credit if:

(d) (i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Letter of Credit, or any law applicable to such Issuing Bank shall prohibit, or require that such Issuing Bank refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such Issuing Bank with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such Issuing Bank is not otherwise compensated hereunder) not in effect on the Amendment No. ~~2~~8 Effective Date, or shall impose upon such Issuing Bank any unreimbursed loss, cost or expense that was not applicable on the Amendment No. ~~2~~8 Effective Date and that such Issuing Bank in good faith deems material to it; or

(e) (ii) the issuance of such Letter of Credit would violate one or more policies of such Issuing Bank applicable to letters of credit generally.

(f) Expiration Date. Each Letter of Credit shall expire at or prior to the close of business on the earlier of (i) the date that is one year after the date of the issuance of such Letter of Credit (or, in the case of any extension thereof, one year after such extension) and (ii) the date that is five Business Days prior to the Maturity Date.

(g) Evergreen Letters of Credit. If the Borrower Representative so requests in any Letter of Credit application, the applicable U.S. Issuing Bank (in the case of U.S. Letters of Credit) or the applicable Multicurrency Issuing Bank (in the case of Multicurrency Letters of Credit) agrees to issue a Letter of Credit that has automatic extension provisions (each, an "Evergreen Letter of Credit"); provided that (i) any such Evergreen Letter of Credit must permit the Issuing Bank to prevent any such extension at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a date in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued and no such Evergreen Letter of Credit shall have an expiry date later than the earlier to occur of (i) the date that is one year after the date of the issuance of such Evergreen Letter of Credit (or, in the case of any extension thereof, one year after such extension) and (ii) the date that is five Business Days prior to the Maturity Date; provided, however, that, notwithstanding clause (ii) above the expiry date of an Evergreen Letter of Credit may be up to one year later than the fifth Business Day prior to the Maturity Date if the Borrower Cash Collateralizes such Evergreen Letter of Credit on or before the fifth Business Day prior to the Maturity Date (in which case the Revolving Lenders shall cease to have risk participation therein following the Maturity Date). Unless otherwise directed by the applicable Issuing Bank, the Borrower Representative shall not be required to make a specific request to such Issuing Bank for any such extension.

(h) Participations. By the issuance of a Letter of Credit (or an amendment to a Letter of Credit increasing the amount thereof) and without any further action on the part of any Issuing Bank or the Revolving Lenders, each U.S. Issuing Bank hereby grants to each U.S. Revolving Lender (with respect to each U.S. Letter of Credit) and each Multicurrency Issuing Bank hereby grants to each Multicurrency Revolving Lender (with respect to each Multicurrency Letter of Credit), and each U.S. Revolving Lender hereby acquires from each U.S. Issuing Bank, a participation in such U.S. Letter of Credit equal to such Lender's Applicable Percentage of the aggregate amount available to be drawn under such U.S. Letter of Credit and each Multicurrency Revolving Lender hereby acquires from each Multicurrency Issuing Bank, a participation in such Multicurrency Letter of Credit equal to such Multicurrency Revolving Lender's Applicable Percentage of the aggregate amount available to be drawn under such Multicurrency Letter of Credit. In consideration and in furtherance of the foregoing, (i) each U.S. Revolving Lender hereby absolutely and unconditionally agrees to pay to the Administrative Agent, for the account of the applicable U.S. Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by the applicable U.S. Issuing Bank and not reimbursed by the U.S. Borrower on the date due as provided in paragraph (f) of this Section, or of any reimbursement payment required to be refunded to the U.S. Borrower for any reason and (ii) each Multicurrency Revolving Lender hereby absolutely and unconditionally agrees to pay to the Multicurrency Administrative Agent, for the account of the applicable Multicurrency Issuing Bank, such Lender's Applicable Percentage of each LC Disbursement made by the applicable Multicurrency Issuing Bank and not reimbursed by the Borrowers; in each case, on the date due as provided in paragraph (f) of this Section, or of any reimbursement payment required to be refunded to either Borrower for any reason. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstance whatsoever, including any amendment or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever.

(i) Reimbursement. If the Issuing Bank shall make any LC Disbursement in respect of a Letter of Credit issued for the account of any Borrower, such Borrower shall reimburse such LC Disbursement by paying to (x) the Administrative Agent (in the case of any U.S. Letter of Credit) in Dollars or (y) the Multicurrency Administrative Agent (in the case of any Multicurrency Letters of Credit) in the same currency as the applicable LC Disbursement in each case in an amount equal to the applicable LC Disbursement (i) not later than (A) in the case of any U.S. Letter of Credit, 11:00 a.m., Pacific time, on the date that such LC Disbursement is made, if the Borrower Representative shall have received notice of such LC Disbursement prior to 9:00 a.m., Pacific time, on such date, or (B) in the case of any Multicurrency Letter of Credit, 11:00 a.m. Pacific time, on the day following the day that such LC Disbursement is made, if the Borrower Representative shall have received notice of such LC Disbursement prior to 9:00 a.m., Pacific time, on the date that such LC Disbursement was made, or, (ii) if such notice has not been received by the Borrower Representative prior to such time on such date, then not later than 11:00 a.m., Pacific time, on (A) the Business Day that the Borrower Representative receives such notice, if such notice is received prior to 9:00 a.m., Pacific time, on the day of receipt, or (B) the Business Day immediately following the day that the Borrower Representative receives such notice, if such notice is not received prior to such time on the day of receipt; provided that, (x) in the case of an LC Disbursement in respect of a U.S. Letter of Credit, the U.S. Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 or 2.05 that such payment be financed with an ABR Borrowing or Swingline Loan in an equivalent amount and, to the extent so financed, the U.S. Borrower's obligation to make such payment shall be discharged and replaced by the resulting ABR Borrowing or Swingline Loan and (y) in the case of an LC Disbursement in respect of a Multicurrency Letter of Credit, the Canadian Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.03 that such payment be financed with a Canadian Prime Rate Borrowing in an equivalent amount and, to the extent so financed, the Canadian Borrower's obligation to make such payment shall be discharged and replaced by the resulting Canadian Prime Rate Borrowing. If the applicable Borrower fails to make such payment when due, the Applicable Administrative Agent shall notify each applicable Revolving Lender of the applicable LC Disbursement, the payment and currency then due from the applicable Borrower in respect thereof and such Lender's Applicable Percentage thereof. Promptly following receipt of such notice, each applicable Revolving Lender shall pay to (x) the

Administrative Agent in Dollars (in the case of U.S. Letters of Credit) or (y) the Multicurrency Administrative Agent in the same currency as the applicable LC Disbursement (in the case of Multicurrency Letters of Credit) its Applicable Percentage of the payment then due from the applicable Borrower, in the same manner as provided in Section 2.07 with respect to Loans made by such Lender (and Section 2.07 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Applicable Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Revolving Lenders. Promptly following receipt by the Applicable Administrative Agent of any payment from a Borrower pursuant to this paragraph in respect of an LC Disbursement, the Applicable Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this paragraph to reimburse the applicable Issuing Bank for such LC Disbursement, then to such Lenders and the applicable Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this paragraph to reimburse an Issuing Bank for any LC Disbursement (other than the funding of ABR Revolving Loans, a Swingline Loan or Canadian Prime Rate Loans as contemplated above) shall not constitute a Loan and shall not relieve the applicable Borrower of its obligation to reimburse such LC Disbursement.

(j) Obligations Absolute. The Borrowers' obligations to reimburse LC Disbursements as provided in paragraph (f) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein or herein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by an Issuing Bank under a Letter of Credit against presentation of a draft or other document that does not comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, the Borrowers' obligations hereunder. Neither the Administrative Agent, the Multicurrency Administrative Agent, the Revolving Lenders nor any Issuing Bank, nor any of their Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of an Issuing Bank; provided that the foregoing shall not be construed to excuse an Issuing Bank from liability to any Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Borrowers to the extent permitted by applicable law) suffered by such Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of an Issuing Bank (as finally determined by a court of competent jurisdiction), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(k) Disbursement Procedures. Each Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. Each Issuing Bank shall promptly notify the Applicable Administrative Agent and the applicable Borrower by telephone (confirmed by email) of such demand for payment and whether such Issuing Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in

giving such notice shall not relieve any Borrower of its obligation to reimburse such Issuing Bank and the Revolving Lenders with respect to any such LC Disbursement.

(l) Interim Interest. If an Issuing Bank shall make any LC Disbursement, then, unless the applicable Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that the Borrowers reimburse such LC Disbursement, at (i) in the case of U.S. Letters of Credit, the rate per annum then applicable to ABR Revolving Loans and (ii) in the case of Multicurrency Letters of Credit, the rate per annum then applicable to Canadian Prime Rate Loans; provided that, if a Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (e) of this Section, then Section 2.13(f) shall apply. Interest accrued pursuant to this paragraph shall be for the account of the applicable Issuing Bank, except that interest accrued on and after the date of payment by any Revolving Lender pursuant to paragraph (e) of this Section to reimburse the applicable Issuing Bank shall be for the account of such Lender to the extent of such payment.

(m) Replacement of an Issuing Bank. Any Issuing Bank may be replaced at any time by written agreement among the Borrower Representative, the Applicable Administrative Agent, the replaced Issuing Bank and a successor Issuing Bank. The Applicable Administrative Agent shall notify the Revolving Lenders of any such replacement of an Issuing Bank. At the time any such replacement shall become effective, the applicable Borrower shall pay all unpaid fees accrued for the account of the replaced Issuing Bank pursuant to Section 2.12(b). From and after the effective date of any such replacement, (i) the successor Issuing Bank shall have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit to be issued by it thereafter and (ii) references herein to the term "Issuing Bank" shall be deemed to refer to such successor or to any previous Issuing Bank, or to such successor and all previous Issuing Banks, as the context shall require. After the replacement of an Issuing Bank hereunder, the replaced Issuing Bank shall remain a party hereto and shall continue to have all the rights and obligations of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit or extend or otherwise amend any existing Letter of Credit.

(n) Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower Representative receives notice from the Applicable Administrative Agent or the Required Lenders demanding the deposit of Cash Collateral pursuant to this paragraph, (i) the U.S. Borrower shall deposit in the U.S. Availability Cash Collateral Account, an amount in cash equal to the excess of (x) 103% of the LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrower as of such date plus accrued and unpaid fees thereon over (y) the amount of cash and Cash Equivalents on deposit in the U.S. Availability Cash Collateral Account on such date and (ii) the Canadian Borrower shall deposit in the Canadian Availability Cash Collateral Account, an amount in cash equal to the excess of (x) 103% of the LC Exposure in respect of Letters of Credit issued for the account of the Canadian Borrower as of such date plus accrued and unpaid fees thereon over (y) the amount of cash and Cash Equivalents on deposit in the Canadian Availability Cash Collateral Account on such date; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to any Borrower described in clause (h) or (i) of Article VII. Such deposits (A) if made into the U.S. Availability Cash Collateral Account shall be held by the Administrative Agent as collateral for the payment and performance of the Secured Obligations and (B) if made into the Canadian Availability Cash Collateral Account, such deposit shall be held by the Multicurrency Administrative Agent as collateral for the payment and performance of the Canadian Secured Obligations. The U.S. Borrower hereby authorizes the Administrative Agent to apply any amount in the U.S. Availability Cash Collateral Account to reimburse LC Disbursements in respect of Letters of Credit issued for the account of either Borrower and the Canadian Borrower hereby authorizes the Administrative Agent and the Multicurrency Administrative Agent to apply any amount in the Canadian Availability Cash Collateral Account to reimburse LC Disbursements in respect of Letters of Credit issued for the account of the Canadian Borrower.

(o) Conversion of Cash Collateralized Letter of Credit or Non-Cash Collateralized Letter of Credit. Either Borrower may convert any Cash Collateralized Letter of Credit into a Letter of Credit that is not a Cash Collateralized Letter of Credit or any Letter of Credit that is not a Cash Collateralized Letter of Credit into a Cash Collateralized Letter of Credit by providing the Administrative Agent (in the case of a U.S. Letter of Credit) or the Multicurrency Administrative Agent with a copy to the Administrative Agent (in the case of a Multicurrency Letter of Credit), at least one Business Day prior to the effective date of such conversion, written notice identifying the relevant Cash Collateralized Letter of Credit or non-Cash Collateralized Letter of Credit, as the case may be, to be converted and the date upon which such conversion shall be effective.

(p) Letters of Credit Issued for Account of Subsidiaries. Notwithstanding that a Letter of Credit issued or outstanding hereunder supports any obligations of, or is for the account of, a Subsidiary, or states that a Subsidiary is the "account party," "applicant," "customer," "instructing party," or the like of or for such Letter of Credit, and without derogating from any rights of the applicable Issuing Bank (whether arising by contract, at law, in equity or otherwise) against such Subsidiary in respect of such Letter of Credit, the U.S. Borrower (in the case of U.S. Letters of Credit) or the Canadian Borrower (in the case of Multicurrency Letters of Credit), as applicable, (i) shall reimburse, indemnify and compensate the applicable Issuing Bank hereunder for such Letter of Credit (including to reimburse any and all drawings thereunder) as if such Letter of Credit had been issued solely for the account of such Borrower and (ii) irrevocably waives any and all defenses that might otherwise be available to it as a guarantor or surety of any or all of the obligations of such Subsidiary in respect of such Letter of Credit. Each Borrower hereby acknowledges that the issuance of such Letters of Credit for its Subsidiaries inures to the benefit of such Borrower, and that such Borrower's business derives substantial benefits from the businesses of such Subsidiaries.

SECTION 2.07. Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by such Lender hereunder on the proposed date thereof by wire transfer of immediately available funds by (i) with respect to Term Benchmark Borrowings, 10:00 a.m., Pacific time and (ii) with respect to ABR Borrowings, 12:00 noon, Pacific time, in each case to the account of the Applicable Administrative Agent most recently designated by it for such purpose by notice to the Lenders in an amount equal to such Lender's Applicable Percentage; provided that Swingline Loans shall be made as provided in Section 2.05. The Applicable Administrative Agent will make such Loans available to the applicable Borrower by promptly crediting the amounts so received, in like funds, to the Funding Account; provided that (I) ABR Revolving Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.06(f) shall be remitted by the Administrative Agent to the applicable U.S. Issuing Bank and (ii) a U.S. Protective Advance shall be retained by the Administrative Agent and (II) ABR Loans or Canadian Prime Rate Loans made to finance the reimbursement of (i) an LC Disbursement as provided in Section 2.06(f) shall be remitted by the Multicurrency Administrative Agent to the applicable Multicurrency Issuing Bank and (ii) a Multicurrency Protective Advance shall be retained by the Multicurrency Administrative Agent.

(b) Unless the Applicable Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing that such Lender will not make available to the Applicable Administrative Agent such Lender's share of such Borrowing, the Applicable Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the applicable Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Applicable Administrative Agent, then the applicable Lender and the applicable Borrower severally agree to pay to the Applicable Administrative Agent promptly on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the applicable Borrower to but excluding the date of payment to the Applicable Administrative Agent, at (i) in the case of such Lender, the greater of either the NYFRB Rate (in the case of Dollar-denominated amounts) or the Applicable Administrative Agent's cost of funds (in the case of Canadian Dollar-denominated amounts) and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation or (ii) in the case of Loans

denominated in Dollars, the interest rate applicable to ABR Loans and in the case of Loans denominated in Canadian Dollars, the interest rate applicable to Canadian Prime Rate Loans. If such Lender pays such amount to the Applicable Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.08. Interest Elections.

(a) Each Revolving Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Term Benchmark Revolving Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, the Borrower Representative may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Term Benchmark Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower Representative may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. This Section shall not apply to Borrowings of Swingline Loans or Protective Advances, which may not be converted or continued.

(b) To make an election pursuant to this Section, the Borrower Representative shall notify (i) the Administrative Agent with respect to each Revolving Borrowing of U.S. Revolving Loans and (ii) the Multicurrency Administrative Agent (with a copy to the Administrative Agent) with respect to each Revolving Borrowing of Multicurrency Revolving Loans, in each case of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrowers were requesting a Revolving Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or email to the Applicable Administrative Agent of a written Interest Election Request signed by the Borrower Representative.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.03:

(i) the name of the applicable Borrower and the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing, a Term Benchmark Borrowing or a Canadian Prime Rate Borrowing; and

(iv) if the resulting Borrowing is a Term Benchmark Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election Request requests a Term Benchmark Borrowing but does not specify an Interest Period, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration, in the case of a Term Benchmark Borrowing denominated in Dollars, or 30 days, in the case of a Term Benchmark Borrowing denominated in Canadian Dollars.

Notwithstanding the foregoing, in no event shall the Borrower Representative be permitted to request pursuant to this Section 2.08(c), prior to a Benchmark Transition Event and

Benchmark Replacement Date with respect to the Term CORRA Rate, an RFR Loan bearing interest based on Daily Simple CORRA (it being understood and agreed that Daily Simple CORRA shall only apply to the extent provided in Section 2.14(f)).

(d) Promptly following receipt of an Interest Election Request, the Applicable Administrative Agent shall advise each applicable Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing denominated in Dollars prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. If the Borrower Representative fails to deliver a timely Interest Election Request with respect to a Term Benchmark Borrowing denominated in Canadian Dollars prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to a Canadian Prime Rate Borrowing. Notwithstanding any contrary provision hereof, if a Default has occurred and is continuing and the Administrative Agent, at the request of the Required Lenders, so notifies the Borrower Representative, then, so long as a Default is continuing (i) no outstanding Revolving Borrowing may be converted to or continued as a Term Benchmark Borrowing, (ii) unless repaid, each Term Benchmark Borrowing denominated in Dollars shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto and (iii) unless repaid, each Term Benchmark Borrowing denominated in Canadian Dollars shall be converted to a Canadian Prime Rate Borrowing at the end of the Interest Period applicable thereto.

SECTION 2.09. Termination and Reduction of Commitments; Increase in Commitments.

(a) Unless previously terminated, all Commitments shall terminate on the Maturity Date.

(b) The Borrower Representative may at any time terminate the Commitments under the U.S. Facility and/or the Multicurrency Facility upon (i) the payment in full in cash in the applicable currencies of all outstanding Loans, together with accrued and unpaid interest thereon and on any Letters of Credit, in each case, under the applicable Facility, (ii) the cancellation and return of all outstanding Letters of Credit (or alternatively, with respect to each such Letter of Credit, the furnishing to the Administrative Agent of a cash deposit (or at the discretion of the Applicable Administrative Agent a backup standby letter of credit reasonably satisfactory to the Applicable Administrative Agent) equal to 103% of the LC Exposure as of such date in respect of all Letters of Credit under such Facility (which shall be the Dollar Amount of such LC Exposure or denominated in the currency of the applicable Letters of Credit, as determined by the applicable Issuing Banks), (iii) the payment in full of the accrued and unpaid fees owing in respect of such Facility, and (iv) the payment in full of all reimbursable expenses and other Obligations, together with accrued and unpaid interest thereon in respect of such Facility.

(c) The Borrower Representative may from time to time reduce the Commitments under the U.S. Facility and/or the Multicurrency Facility; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $5,000,000 and not less than $10,000,000 and (ii) the Borrower Representative shall not reduce the Commitments under any Facility if, after giving effect to any concurrent prepayment of the Revolving Loans in accordance with Section 2.10, the Revolving Exposure Limitations would be exceeded.

(d) The Borrower Representative shall notify the Administrative Agent of any election to terminate or reduce the Commitments under any Facility under paragraph (b) or (c) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower Representative pursuant to this Section shall be irrevocable; provided that a notice of

termination of the Commitments in full delivered by the Borrower Representative may state that such notice is conditioned upon the effectiveness of other credit facilities, in which case such notice may be revoked by the Borrower Representative (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments under any Facility shall be permanent. Each partial reduction of the Commitments under any Facility shall be made ratably among the applicable Lenders in accordance with their respective Applicable Percentages.

(e) The Borrowers shall have the right to increase the Commitments under either Facility by obtaining additional U.S. Commitments or additional Multicurrency Commitments, either from one or more of the Lenders or another lending institution (it being understood that no Lender shall be under any obligation to agree to provide any increased Commitment pursuant to this Section 2.09(e)) provided that (i) any such request for an increase shall be in a minimum amount of $25,000,000, (ii) the aggregate amount of increases in the Commitments pursuant to this clause (e) ~~prior to the Amendment No. 5 Effective Date~~ shall not exceed $150,000,000 ~~(and after the Amendment No. 5 Effective Date shall not exceed $0)~~, (iii) any consent that would be required for an assignment of a Commitment to such Lender or other lending institution in connection with an assignment to such institution shall have been obtained, such approval not to be unreasonably withheld, conditioned or delayed, (iv) any such new Lender assumes all of the rights and obligations of a "Lender" hereunder, (v) the procedures described in Section 2.09(f) have been satisfied and (vi) on a pro forma basis after giving effect to such increases in Commitments the Total Commitment then in effect (including such increases in Commitments) when aggregated with the aggregate amount of Indebtedness secured by Liens in reliance on Section 6.02(o) does not exceed the greater of (x) $1,600,000,000 and (y) an amount that would not cause the Secured Leverage Ratio of the U.S. Borrower (calculated assuming all Commitments were fully drawn) as of the most recent date for which financial statements have been delivered pursuant to Section 5.01(a) or (b) prior to the establishment of such additional Commitments to exceed 3.25 to 1.00.

(f) Any amendment hereto for such an increase or addition shall be in form and substance reasonably satisfactory to the Administrative Agent and shall only require the written signatures of the Administrative Agent, the Multicurrency Administrative Agent, the Borrowers and each Lender being added or increasing its Commitment. As a condition precedent to such an increase, the Borrowers shall deliver to the Administrative Agent a certificate of each Loan Party signed by an authorized officer of such Loan Party certifying that the conditions set forth in clauses (i), (ii) and (vi) of paragraph (e) above are satisfied and (i) certifying and attaching the resolutions adopted by such Loan Party approving or consenting to such increase, and (ii) in the case of the Borrowers, certifying that, before and after giving effect to such increase, (A) the representations and warranties contained in Article III and the other Loan Documents are true and correct in all material respects with the same effect as though made on and as of the date of such increase (it being understood and agreed that any representation or warranty which is by its terms made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects), and (B) no Default exists.

(g) Within a reasonable time after the effective date of any increase, the Administrative Agent shall, and is hereby authorized and directed to, revise the Commitment Schedule to reflect such increase and shall distribute such revised Commitment Schedule to each of the Lenders and the Borrowers, whereupon such revised Commitment Schedule shall replace the old Commitment Schedule and become part of this Agreement. On the Business Day following any such increase, all outstanding ABR Loans and Canadian Prime Rate Loans under the applicable Facility shall be reallocated among the Lenders (including any newly added Lenders) in accordance with the Lenders' respective revised Applicable Percentages and the Lenders shall make adjustments among themselves with respect to such Loans then outstanding and amounts of principal, interest, commitment fees and other amounts paid or payable with respect thereto as shall be necessary, in the opinion of the Administrative Agent, in order to effect such reallocation. Term Benchmark Loans shall not be reallocated among the Lenders until the expiration of the applicable Interest Period in effect at the time of any such increase, at which time any Term Benchmark Loan being continued shall be reallocated, and any Term Benchmark Loans

being converted to ABR Loans or Canadian Prime Rate Loans shall be converted and allocated, among the applicable Lenders (including the newly added Lenders) at such time.

SECTION 2.10. Repayment of Loans; Evidence of Debt.

(a) Each Borrower hereby unconditionally promises to pay to the Applicable Administrative Agent for the account of the applicable Lenders the then unpaid principal amount of each Loan made to such Borrower on the Maturity Date (or, if earlier, in the case of Protective Advances to such Borrower, upon demand by the Applicable Administrative Agent).

(b) (i) At all times that full cash dominion is in effect pursuant to Section 7.1 of the U.S. Security Agreement, on each Business Day, the Administrative Agent shall cause all funds credited to the U.S. Collection Account on such Business Day or the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available) first to prepay any Protective Advances to the U.S. Borrower that may be outstanding, pro rata, second to prepay the Revolving Loans (including Swingline Loans) to the U.S. Borrower and to Cash Collateralize outstanding LC Exposure in respect of Letters of Credit issued for the account of the U.S. Borrower, third, to prepay any Multicurrency Protective Advances to the Canadian Borrower, pro rata, and fourth, to prepay Multicurrency Revolving Loans to the Canadian Borrower and to Cash Collateralize outstanding LC Exposure in respect of Multicurrency Letters of Credit issued for the account of the Canadian Borrower and (ii) at all times that full cash dominion is in effect pursuant to Section 7.1 of the Canadian Security Agreement, on each Business Day, the Administrative Agent shall apply all funds credited to the Canadian Collection Account on such Business Day or the immediately preceding Business Day (at the discretion of the Administrative Agent, whether or not immediately available) first to prepay any Multicurrency Protective Advances to the Canadian Borrower that may be outstanding, pro rata, and second to prepay the Multicurrency Revolving Loans to the Canadian Borrower and to Cash Collateralize outstanding Multicurrency LC Exposure in respect of Multicurrency Letters of Credit issued for the account of the Canadian Borrower.

(c) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Loan made by such Lender to such Borrower, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(d) The Applicable Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder to each Borrower, the Class and Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and (iii) the amount of any sum received by such Applicable Administrative Agent hereunder from each Borrower for the account of the applicable Lenders and each Lender's applicable share thereof.

(e) The entries made in the accounts maintained pursuant to paragraph (c) or (d) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or any Applicable Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrowers to repay the Loans in accordance with the terms of this Agreement.

(f) Any Lender may request that Loans made by it to any Borrower be evidenced by a promissory note. In such event, the applicable Borrower shall prepare, execute and deliver to such Lender a promissory note payable to such Lender or its registered assigns and in a form approved by the Administrative Agent. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 9.04) be represented by one or more promissory notes in such form payable to the payee named therein or its registered assigns.

SECTION 2.11. Prepayment of Loans.

(a) Each Borrower shall have the right at any time and from time to time to prepay any Borrowing by such Borrower in whole or in part, subject to prior notice in accordance with paragraph (c) of this Section.

(b) In the event and on such occasion that on any Business Day the Revolving Exposure Limitations are exceeded for any reason, each Borrower shall immediately repay such of its outstanding Loans and/or Cash Collateralize such of the outstanding Letters of Credit issued for the account of such Borrower as shall be required to ensure that the Revolving Exposure Limitations would be satisfied on such date after giving effect to such prepayment and/or Cash Collateralization.

(c) The Borrower Representative shall notify the Applicable Administrative Agent (and, in the case of prepayment of a Swingline Loan, the Swingline Lender and in the case of a prepayment of Multicurrency Loans, with a copy to the Administrative Agent) by telephone (confirmed by email) of any prepayment pursuant to paragraph (a) above not later than (i) 12:00 noon, Pacific time, (A) in the case of prepayment of a Term Benchmark Revolving Borrowing, three Business Days before the date of prepayment, or (B) in the case of prepayment of an ABR Revolving Borrowing or a Canadian Prime Rate Borrowing, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of the Commitments as contemplated by Section 2.09, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.09. Promptly following receipt of any such notice relating to a Revolving Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Revolving Borrowing shall be in an amount that would be permitted in the case of an advance of a Revolving Borrowing of the same Class and Type as provided in Section 2.02. Each prepayment of a Revolving Borrowing shall be applied ratably to the Revolving Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.13 and any break funding payments required by Section 2.16.

SECTION 2.12. Fees.

(a) The U.S. Borrower agrees to pay to the Administrative Agent for the account of each U.S. Revolving Lender a commitment fee equal to a rate per annum equal to the Commitment Fee Rate multiplied by the amount by which such Lender's U.S. Commitment on each day exceeds the sum of such Lender's U.S. Revolving Loans and U.S. LC Exposure on such day during the period from and including the Amendment No. ~~2~~8 Effective Date to but excluding the date on which the Lenders' U.S. Commitments terminate. The Borrowers jointly and severally agree to pay to the Multicurrency Administrative Agent for the account of each Multicurrency Revolving Lender a commitment fee at a rate per annum equal to the Commitment Fee Rate multiplied by the amount by which such Lender's Multicurrency Commitment on each day exceeds the sum of such Lender's Multicurrency Revolving Loans and Multicurrency LC Exposure on such day during the period from and including the Amendment No. ~~2~~8 Effective Date to but excluding the date on which the Lenders' Multicurrency Commitments terminate. Commitment fees accrued through and including the last day of March, June, September and December of each year shall be payable in arrears on the fifteenth day following such last day and on the date on which the Commitments of the applicable Class terminate, commencing on ~~April~~January 1, ~~2021~~2025. All commitment fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(b) Each Borrower agrees to pay (i) to the Administrative Agent for the account of each Revolving Lender a participation fee with respect to its participations in Letters of Credit issued for the account of such Borrower, which shall accrue at the same Applicable Rate used to determine the interest rate applicable to Term Benchmark Revolving Loans denominated in Dollars in the case of U.S. Letters of Credit and the interest rate applicable to Term Benchmark Revolving Loans denominated in Canadian Dollars in the case of Multicurrency Letters of Credit (or, in the case of Cash Collateralized

Letters of Credit, at a rate equal to the Applicable Rate used to determine the interest rate for Term Benchmark Revolving Loans minus 75 basis points) on the average daily maximum amount of such Lender's LC Exposure in respect of Letters of Credit issued for such Borrower (excluding any portion thereof attributable to LC Disbursements that are not reimbursed on the date on which such LC Disbursements arise) during the period from and including the Second Amendment and Restatement Effective Date to but excluding the later of the date on which such Lender's Commitment terminates and the date on which such Lender ceases to have any LC Exposure in respect of Letters of Credit issued for the account of such Borrower, and (ii) to each applicable Issuing Bank a fronting fee, which shall accrue at a rate separately agreed between the applicable Borrower and such Issuing Bank on the average daily amount of the LC Exposure in respect of Letters of Credit issued by such Issuing Bank for the account of such Borrower (excluding any portion thereof attributable to LC Disbursements that are not reimbursed on the date on which such LC Disbursements arise) during the period from and including the Second Amendment and Restatement Effective Date to but excluding the later of the date of termination of the Commitments and the date on which there ceases to be any LC Exposure in respect of Letters of Credit issued by such Issuing Bank for the account of such Borrower, as well as the applicable Issuing Bank's standard fees with respect to the issuance, amendment or extension of any Letter of Credit or processing of drawings thereunder. Participation fees and fronting fees accrued through and including the last day of each calendar month shall be payable on the first Business Day of each calendar month following such last day, commencing on the first such date to occur after the Second Amendment and Restatement Effective Date; provided that all such fees shall be payable on the date on which the Commitments of any Class terminate in full (with respect to the LC Exposure under such Commitments) and any such fees accruing after the date on which the Commitments of any Class terminate shall be payable on demand. Any other fees payable to an Issuing Bank pursuant to this paragraph shall be payable within 10 Business Days after demand. All participation fees and fronting fees shall be computed on the basis of a year of 360 days and shall be payable for the actual number of days elapsed.

(c) Each of the Borrowers agrees to pay to each Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between such Borrower and such Agent.

(d) Subject to Section 2.18, all fees payable hereunder shall be paid on the dates due in Dollars, in immediately available funds, to each Applicable Administrative Agent (or to the applicable Issuing Bank, in the case of fees payable to it) for distribution, in the case of commitment fees and participation fees, to the applicable Lenders. Fees paid shall not be refundable under any circumstances.

SECTION 2.13. Interest.

(a) The Loans comprising each ABR Borrowing (including each Swingline Loan) shall bear interest at the Alternate Base Rate plus the Applicable Rate.

(b) The Loans comprising each Term Benchmark Borrowing denominated in Dollars shall bear interest at the Adjusted Term SOFR Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(c) The Loans comprising each Canadian Prime Rate Borrowing shall bear interest at the Canadian Prime Rate plus the Applicable Rate.

(d) The Loans comprising each Term Benchmark Borrowing denominated in Canadian Dollars shall bear interest at the Adjusted Term CORRA Rate for the Interest Period in effect for such Borrowing plus the Applicable Rate.

(e) Each (i) U.S. Protective Advance and Multicurrency Protective Advance denominated in Dollars shall bear interest at the Alternate Base Rate plus the Applicable Rate and (ii) each Multicurrency Protective Advance denominated in Canadian Dollars shall bear interest at the Canadian Prime Rate plus the Applicable Rate.

(f) Notwithstanding the foregoing, during the occurrence and continuance of an Event of Default under paragraph (a), (b), (h) or (i) of Article VII, (i) all Loans shall bear interest at 2% plus the rate otherwise applicable to such Loans as provided in the preceding paragraphs of this Section or (ii) in the case of any other amount outstanding hereunder, such amount shall accrue at 2% plus the rate applicable to such fee or other obligation as provided hereunder.

(g) Accrued interest on each Loan (for ABR Loans and Canadian Prime Rate Loans, accrued through the last day of the prior calendar month) shall be payable in arrears on each Interest Payment Date for such Loan and upon termination of the Commitments of the applicable Class; provided that (i) interest accrued pursuant to paragraph (f) of this Section shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Revolving Loan or Canadian Prime Rate Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any conversion of any Term Benchmark Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(h) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate, Term CORRA Rate, Daily Simple CORRA or Canadian Prime Rate shall be computed on the basis of a year of 365 days (or, with respect to Alternate Base Rate or Canadian Prime Rate, 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed. The applicable Alternate Base Rate, Adjusted Term SOFR Rate, Canadian Prime Rate or Adjusted Term CORRA Rate shall be determined by the Applicable Administrative Agent, and such determination shall be conclusive absent manifest error.

(i) *Interest Act* (Canada). For purposes of disclosure pursuant to the *Interest Act* (Canada), the annual rates of interest or fees to which the rates of interest or fees provided in this Agreement and the other Loan Documents (and stated herein or therein, as applicable, to be computed on the basis of 360 days or any other period of time less than a calendar year) are equivalent are the rates so determined multiplied by the actual number of days in the applicable calendar year and divided by 360 or such other period of time, respectively.

(j) Limitation on Interest. If any provision of this Agreement or of any of the other Loan Documents would obligate any Loan Party to make any payment of interest or other amount payable to the Lenders in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by the Lenders of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provisions, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in a receipt by the Lenders of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (1) firstly, by reducing the amount or rate of interest required to be paid to the Lenders under this Section 2.13, and (2) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to the Lenders which would constitute "interest" for purposes of Section 347 of the *Criminal Code* (Canada). Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if the Lenders shall have received an amount in excess of the maximum permitted by that section of the *Criminal Code* (Canada), the Loan Parties shall be entitled, by notice in writing to the Administrative Agent, to obtain reimbursement from the Lenders in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by the Lenders to the Borrowers. Any amount or rate of interest referred to in this Section 2.13(j) shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that the applicable Loan remains outstanding on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the *Criminal Code* (Canada)) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the Second Amendment and Restatement Effective Date to the Maturity Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent shall be conclusive for the purposes of such determination.

SECTION 2.14. Alternate Rate of Interest.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.14, if:

(i) the Applicable Administrative Agent reasonably determines (which determination shall be conclusive absent manifest error) that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, that adequate and reasonable means do not exist for asserting the Adjusted Term SOFR Rate or the Adjusted Term CORRA Rate (including because the Relevant Rate is not available or published on a current basis) or (B) at any time, adequate and reasonable means do not exist for ascertaining the Adjusted Daily Simple SOFR or the Adjusted Daily Simple CORRA, as applicable, for the applicable Agreed Currency and such Interest Period; or

(ii) the Applicable Administrative Agent is advised by the Required Lenders that (A) prior to the commencement of any Interest Period for a Term Benchmark Borrowing, the Adjusted Term SOFR Rate or the Adjusted Term CORRA Rate, as applicable, for the applicable Agreed Currency and such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for the applicable Agreed Currency and such Interest Period, or (B) at any time, Adjusted Daily Simple SOFR or Adjusted Daily Simple CORRA, as applicable, will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in the Borrowing;

then the Applicable Administrative Agent shall give notice thereof to the Borrower Representative and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until (x) the Applicable Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) for Loans denominated in Dollars, (1) any Interest Election Request that requests the conversion of any Revolving Borrowing to, or continuation of any Revolving Borrowing as, a Term Benchmark Borrowing and any Borrowing Request that requests a Term Benchmark Revolving Borrowing shall instead be deemed to be an Interest Election Request or a Borrowing Request, as applicable for an ABR Borrowing and (B) if any Borrowing Request requests a Term Benchmark Borrowing denominated in Canadian Dollars, then such request shall be made as a Canadian Prime Rate Borrowing; provided that if the circumstances giving rise to such notice affect only one Type of Borrowings, then the other Type of Borrowings shall be permitted. Furthermore, if any Term Benchmark Loan is outstanding on the date of the Borrower Representative's receipt of the notice from the Applicable Administrative Agent referred to in this Section 2.14(a) with respect to a Relevant Rate applicable to the Term Benchmark Loan, as applicable, then until (x) the Applicable Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark and (y) the Borrower delivers a new Interest Election Request in accordance with the terms of Section 2.08 or a new Borrowing Request in accordance with the terms of Section 2.03, (A) for Loans denominated in Dollars, any Term Benchmark Loan shall on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), such Loan shall, be converted by the Administrative Agent to, and shall constitute, an ABR Loan denominated in Dollars on such day or (B) for Loans denominated in Canadian Dollars, then on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), such Loan shall be converted by the Multicurrency Administrative Agent to, and shall constitute, a Canadian Prime Rate Loan denominated in Canadian Dollars on such day.

(b) Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Agreement shall be deemed not to be a "Loan Document" for purposes of this Section 2.14), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Applicable Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders of each affected Class.

(c) (i) Notwithstanding anything to the contrary herein or in any other Loan Document the Applicable Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document in connection with the implementation of a Benchmark Replacement, the Applicable Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document and (ii) notwithstanding anything to the contrary herein or in any other Loan Document and subject to the proviso below in this paragraph, with respect to a Loan denominated in Canadian dollars, if a Term CORRA Reelection Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; *provided* that, this clause (c)(ii) shall not be effective unless the Multicurrency Administrative Agent has delivered to the Lenders and the Borrower a Term CORRA Notice. For the avoidance of doubt, the Multicurrency Administrative Agent shall not be required to deliver a Term CORRA Notice after the occurrence of a Term CORRA Reelection Event and may do so in its sole discretion.

(d) The Applicable Administrative Agent will promptly notify the Borrower Representative and the Lenders of (i) any occurrence of a Benchmark Transition Event, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (f) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Applicable Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.14, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.14 or any related definitions.

(e) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Rate) and either (A) any tenor for such

Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Applicable Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Applicable Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Applicable Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(f) Upon the Borrower Representative's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower Representative may revoke any request for (i) a Term Benchmark Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, either (x) the Borrower Representative will be deemed to have converted any request for a Term Benchmark Borrowing denominated in Dollars into a request for a Borrowing of or conversion to an ABR Borrowing or (ii) a Term Benchmark Borrowing of, conversion to or continuation of Term Benchmark Loans to be made, converted or continued during any Benchmark Unavailability Period and, in each case, failing that, either (x) the Borrower Representative will be deemed to have converted any request for a Term Benchmark Borrowing denominated in Dollars into a request for a Borrowing of or conversion to ABR Loans or (y) any Term Benchmark Borrowing denominated in Canadian Dollars into a request for a Borrowing of or conversion to Canadian Prime Rate Loans. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of ABR or Canadian Prime Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of ABR or Canadian Prime Rate, as applicable. Furthermore, (i) if any Term Benchmark Loan denominated in Dollars is outstanding on the date of the Borrower Representative's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate applicable to such Term Benchmark Loan, then on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), such Loan shall be converted by the Administrative Agent to, and shall constitute an, ABR Loan denominated in Dollars on such day or (ii) if any Term Benchmark Loan denominated in Canadian Dollars is outstanding on the date of the Borrower Representative's receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Relevant Rate, then on the last day of the Interest Period applicable to such Loan (or the next succeeding Business Day if such day is not a Business Day), such Loan shall be converted by the Multicurrency Administrative Agent to, and shall constitute, a Canadian Prime Rate Loan denominated in Canadian Dollars on such day.

SECTION 2.15. Increased Costs.

(a) If (x) any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender or any Issuing Bank;

(ii) impose on any Lender or Issuing Bank or the applicable offshore interbank market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; or

(iii) subject any Lender or Issuing Bank to any Taxes on its loans, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto other than (A) Indemnified Taxes, (B) Other Taxes, (C) Excluded Taxes and (D) Other Excluded Taxes;

or (y) there shall be (A) the addition of any new Borrower located outside of the United States or Canada, (B) the re-domestication or other reorganization of any existing Borrower to a jurisdiction located outside of the United States or Canada, or (C) the occurrence of any Change in Law related to any Borrower located outside of the United States or Canada, and the result of any of the foregoing shall be to increase the cost to such Lender or Issuing Bank of making or maintaining any Term Benchmark Loan (or of maintaining its obligation to make any such Term Benchmark Loan) or to increase the cost to such Lender or Issuing Bank participating in, issuing or maintaining any Letter of Credit or to reduce the amount of any sum received or receivable by such Lender or Issuing Bank (whether of principal, interest or otherwise), then the Borrower to which such Loan was made or for whose account such Letter of Credit was issued (or, if such increased cost does not relate to a specific Loan or Letter of Credit, the U.S. Borrower) will pay to such Lender or Issuing Bank, as the case may be, such additional amount or amounts, as interest, as will compensate such Lender or Issuing Bank, as the case may be, for such additional costs incurred or reduction suffered.

(b) If any Lender or any Issuing Bank determines that any Change in Law regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Bank's capital or on the capital of such Lender's or such Issuing Bank's holding company, if any, as a consequence of this Agreement or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by such Issuing Bank, to a level below that which such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or such Issuing Bank's policies and the policies of such Lender's or such Issuing Bank's holding company with respect to capital adequacy), then from time to time the Borrower to which such Loan was made or for whose account such Letter of Credit was issued (or, if such reduction in return does not relate to a specific Loan or Letter of Credit, the U.S. Borrower) will pay to such Lender or such Issuing Bank, as the case may be, such additional amount or amounts, as interest, as will compensate such Lender or such Issuing Bank or such Lender's or such Issuing Bank's holding company for any such reduction suffered.

(c) A certificate of a Lender or an Issuing Bank setting forth the amount or amounts necessary to compensate such Lender or such Issuing Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender or such Issuing Bank, as the case may be, the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

(d) Failure or delay on the part of any Lender or any Issuing Bank to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or such Issuing Bank's right to demand such compensation; provided that no Borrower shall be required to compensate a Lender or an Issuing Bank pursuant to this Section for any increased costs or reductions incurred more than 180 days prior to the date that such Lender or such Issuing Bank, as the case may be, notifies the Borrower Representative of the Change in Law giving rise to such increased costs or reductions and of such Lender's or such Issuing Bank's intention to claim compensation therefor; provided, further, that if the Change in Law giving rise to such increased costs or reductions is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) If any Lender reasonably determines that (i) the addition of any new Borrower located outside of the United States or Canada, (ii) the re-domestication or other reorganization of any existing Borrower to a jurisdiction located outside of the United States or Canada, or (iii) the occurrence of any Change in Law related to any Borrower located outside of the United States or Canada, has made it unlawful, or that any Governmental Authority has asserted after the Second Amendment and Restatement Effective Date that it is unlawful, for any Lender or its applicable lending office to make or maintain any Loans to or conduct business with the applicable Borrower, then, on notice thereof by such Lender to the Borrower Representative through the Administrative Agent, any obligations of such Lender to make or

continue to make Loans to such Borrower or to convert any Loans to such Borrower from one Type to another, shall be suspended until such Lender notifies the Borrower Representative through the Administrative Agent that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower Representative shall upon demand from such Lender (with a copy to the Administrative Agent), either (i) convert all of such Lender's Loans to such Borrower to a Type of Loan that may lawfully be held, if such Lender may lawfully continue to maintain such Loans of such Borrower in another Type, (ii) prepay such Loans to such Lender in the manner provided for in Section 2.11, if such Lender may not lawfully continue to maintain any such Loans of any Type but may continue to do business with such Borrower, or (iii) prepay such Loans to such Lender in the manner provided for in Section 2.11 and terminate the Commitments of such Lender in the manner provided for in Section 2.09, if such Lender may not lawfully continue to do business with such Borrower. Upon any such conversion, prepayment or termination, the Borrower Representative shall also pay accrued interest on the amount so prepaid or converted.

SECTION 2.16. Break Funding Payments. In the event of (a) the payment of any principal of any Term Benchmark Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Term Benchmark Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice may be revoked under Section 2.09(d) and is revoked in accordance therewith), or (d) the assignment of any Term Benchmark Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower Representative pursuant to Section 2.19, then, in any such event, the Borrower to which such Loan was made or was to be made shall compensate each Lender, in the case of any such payment by the Canadian Borrower, as a prepayment penalty or bonus (in the case of a payment pursuant to paragraph (a) or (b)), for the loss, cost and expense attributable to such event. In the case of a Term Benchmark Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest which would have accrued on the principal amount of such Term Benchmark Loan had such event not occurred, at the Adjusted Term SOFR Rate or Adjusted Term CORRA Rate, as applicable, that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Term Benchmark Loan), over (ii) the amount of interest which would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for dollar deposits of a comparable amount and period from other banks in the eurodollar market or Canadian Dollar deposits of a comparable amount and period from other banks in the Term CORRA Rate market, as applicable. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The applicable Borrower shall pay such Lender the amount shown as due on any such certificate within 10 Business Days after receipt thereof.

SECTION 2.17. Taxes.

(a) Withholding of Taxes; Gross-Up. Each payment by any Loan Party under any Loan Document shall be made without withholding for any Taxes, unless such withholding is required by any law or applicable practice of any Taxing Authority. If any applicable withholding agent determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such withholding agent may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Taxing Authority in accordance with applicable law. If any such Taxes are Indemnified Taxes, then the amount payable by the applicable Loan Party shall be increased as necessary so that, net of such withholding (including any such withholding applicable to additional amounts payable under this Section 2.17), the applicable Lender (or, in the case of a payment received by an Applicable Administrative Agent for its own account, the Applicable Administrative Agent) receives the amount it would have received had no such withholding been made.

(b) Payment of Other Taxes by the Borrowers. The Borrowers shall timely pay any Other Taxes with respect to any Loans or any Loan Documents to the relevant Taxing Authority in accordance with applicable law; provided that the Canadian Borrower shall not be required to pay any Other Taxes attributable to the U.S. Facility.

(c) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes by the Borrowers to a Taxing Authority, the Borrower Representative shall deliver to the Applicable Administrative Agent the original or a certified copy of a receipt issued by such Taxing Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Applicable Administrative Agent.

(d) Indemnification by the Borrowers. The U.S. Borrower shall indemnify each Administrative Agent and each Lender for any Indemnified Taxes with respect to any Loans that are paid or payable by such Administrative Agent or Lender (including with respect to any amounts paid or payable under this Section 2.17(d)), and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. The Canadian Borrower shall indemnify each Administrative Agent and each Lender for any Indemnified Taxes with respect to the Multicurrency Loans that are paid or payable by such Administrative Agent or Lender (including with respect to any amounts paid or payable under this Section 2.17(d)), and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. For the avoidance of doubt, the Canadian Borrower shall not be required to indemnify for any Indemnified Taxes (or related expenses) attributable to the U.S. Facility. The indemnity under this Section 2.17(d) shall be paid within 10 Business Days after the indemnitee delivers to the Borrower Representative a certificate stating the amount of any Indemnified Taxes so paid or payable by such indemnitee and describing the basis for the indemnification claim in reasonable detail. Such certificate shall be conclusive of the amount so paid or payable absent manifest error. Such indemnitee shall deliver a copy of such certificate to the Applicable Administrative Agent.

(e) [Reserved].

(f) Status of Lenders. Any Lender that is entitled to an exemption from, or reduction of, any applicable withholding Tax with respect to any payments under this Agreement shall deliver to the Borrower Representative and the Applicable Administrative Agent, at the time or times reasonably requested by the Borrower Representative or such Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower Representative or such Administrative Agent as will permit such payments to be made without, or at a reduced rate of, withholding. In addition, any Lender, if requested by the Borrower Representative or the Applicable Administrative Agent, shall deliver such other documentation prescribed by law or reasonably requested by the Borrower Representative or such Administrative Agent as will enable the Borrower Representative or such Administrative Agent to determine whether or not such Lender is subject to any withholding (including backup withholding) or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.17(f)(i)(A) through (E) below) shall not be required if in the Lender's judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Upon the reasonable request of the Borrower Representative or the Applicable Administrative Agent, any Lender shall update any form or certification previously delivered pursuant to this Section 2.17(f). If any form or certification previously delivered pursuant to this Section 2.17(f) expires or becomes obsolete or inaccurate in any respect with respect to a Lender, such Lender shall promptly (and in any event within 10 days after such expiration, obsolescence or inaccuracy) notify the Borrower Representative and the Applicable Administrative Agent in writing of such expiration, obsolescence or inaccuracy and provide an updated form or certification if it is legally eligible to do so.

(i) Without limiting the generality of the foregoing, any Lender with respect to the U.S. Borrower shall, if it is legally eligible to do so, deliver to the Borrower Representative and

the Administrative Agent (in such number of copies reasonably requested by the Borrower Representative and the Administrative Agent) on or prior to the date on which such Lender becomes a party hereto, duly completed and executed copies of whichever of the following is applicable:

(A) in the case of a Lender that is a U.S. Person, IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) in the case of a Non-U.S. Lender claiming the benefits of an income tax treaty to which the United States is a party (1) with respect to payments of interest under this Agreement, IRS Form W-8BEN or W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (2) with respect to any other applicable payments under this Agreement, IRS Form W-8BEN or W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(C) in the case of a Non-U.S. Lender for whom payments under this Agreement constitute income that is effectively connected with such Lender's conduct of a trade or business in the United States, IRS Form W-8ECI;

(D) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code both (1) IRS Form W-8BEN or W-8BEN-E, as applicable, and (2) a tax certificate substantially in the form of Exhibit F-1 to the effect that such Lender is not (a) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (b) a "10 percent shareholder" of such Borrower within the meaning of Section 881(c)(3)(B) of the Code or (c) a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code;

(E) in the case of a Non-U.S. Lender that is not the beneficial owner of payments made under this Agreement (including a partnership or a participating Lender) (1) an IRS Form W-8IMY on behalf of itself and (2) the relevant forms prescribed in clauses (A), (B), (C), (D) and (F) of this paragraph (f)(ii) that would be required of each such beneficial owner or partner of such partnership if such beneficial owner or partner were a Lender; provided, however, that if the Lender is a partnership and one or more of its partners are claiming the exemption for portfolio interest under Section 881(c) of the Code, such Lender may provide a tax certificate substantially in the form of Exhibit F-2 on behalf of such partners; or

(F) any other form prescribed by law as a basis for claiming exemption from, or a reduction of, U.S. federal withholding Tax together with such supplementary documentation necessary to enable the Borrower Representative or the Administrative Agent to determine the amount of Tax (if any) required by law to be withheld.

(ii) If a payment made to a Lender under this Agreement would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the applicable withholding agent, at the time or times prescribed by law and at such time or times reasonably requested by such withholding agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by such withholding agent as may be necessary for such withholding agent to comply with its obligations under FATCA, to determine whether such Lender has complied with such Lender's obligations under FATCA and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 2.17(f)(ii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(iii) Without limiting the generality of the foregoing, a Lender with respect to a Canadian Loan Party shall, if it is legally eligible to do so, deliver to the Borrower Representative and the Multicurrency Administrative Agent (in such number of copies reasonably requested by the Borrower Representative and the Multicurrency Administrative Agent) on or prior to the date on which such Lender becomes a party hereto or, where the Canadian Loan Party is a Guarantor, the date when the Canadian Loan Guaranty is called upon, duly completed and executed copies of Form NR301, NR302 or NR303 (whichever is applicable) to the extent the Lender is for purposes of the ITA a non-resident of Canada, or a partnership that is not a "Canadian partnership," and is, or whose partners are, claiming benefits of an income tax treaty to which Canada is a party.

(iv) Each Lender hereby authorizes each of the Administrative Agents to deliver to the Loan Parties and to any other of the Administrative Agents (including any successor Applicable Administrative Agent) any documentation provided by such Lender to such Applicable Administrative Agent pursuant to this Section 2.17(f).

(g) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund (or applied as an offset against other Taxes payable) of any Taxes as to which it has been indemnified pursuant to this Section 2.17 (including additional amounts paid pursuant to this Section 2.17), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Taxing Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid to such indemnified party pursuant to the previous sentence (plus any penalties, interest or other charges imposed by the relevant Taxing Authority) in the event such indemnified party is required to repay such refund to such Taxing Authority. Notwithstanding anything to the contrary in this Section 2.17(g), in no event will any indemnified party be required to pay any amount to any indemnifying party pursuant to this Section 2.17(g) to the extent that such payment would place such indemnified party in a less favorable position (on a net after-Tax basis) than such indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 2.17(g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the indemnifying party or any other Person.

(h) Issuing Bank. For purposes of this Section 2.17, the term "Lender" includes any Issuing Bank.

(i) Survival. The agreements in this Section 2.17 shall survive the resignation and/or replacement of the Applicable Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations.

(j) No FATCA Grandfathering. For the avoidance of doubt, for purposes of FATCA, from and after the Second Amendment and Restatement Effective Date, the Borrowers and each Applicable Administrative Agent shall treat (and the Lenders hereby authorize each Applicable Administrative Agent to treat) this Agreement and each Loan as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

SECTION 2.18. Payments Generally; Allocation of Proceeds; Sharing of Setoffs.

(a) Each Borrower shall make each payment or prepayment required to be made by it hereunder (whether of principal, interest, fees or reimbursement of LC Disbursements, or of amounts payable under Section 2.15, 2.16 or 2.17, or otherwise) prior to 1:00 p.m., Pacific time, on the date when due or the date fixed for any prepayment hereunder, in immediately available funds, without setoff, recoupment or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for

purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 500 Stanton Christiana Road, NCC5 / 1st Floor, Newark, Delaware, 19713, except (i) payments to be made directly to an Issuing Bank or the Swingline Lender as expressly provided herein and except that payments pursuant to Sections 2.15, 2.16, 2.17 and 9.03 shall be made directly to the Persons entitled thereto and (ii) payments of Multicurrency Loans and LC Disbursements denominated in Canadian Dollars or commitment fees and fronting fees that are payable to any Multicurrency Issuing Bank or Multicurrency Revolving Lender, shall be made to the Multicurrency Administrative Agent at its offices at 200 Bay Street, Royal Bank Plaza, Floor 18, Toronto M57 2J2 Canada. The Applicable Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in Dollars except (i) as otherwise expressly provided herein and (ii) that all payments in respect of Canadian Dollar denominated Loans (including interest thereon) shall be made in Canadian Dollars.

(b) Any proceeds of U.S. Collateral received by the Administrative Agent (i) not constituting either (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower Representative), (B) a mandatory prepayment (which shall be applied in accordance with Section 2.11) or (C) amounts to be applied from a Collection Account when full cash dominion is in effect (which shall be applied in accordance with Section 2.10(b)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, such funds shall be applied ratably first, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Administrative Agent, the Multicurrency Administrative Agent and each Issuing Bank from the U.S. Borrower (other than in connection with Banking Services or Swap Obligations or the U.S. Borrower's Canadian Loan Guaranty), second, to pay any fees or expense reimbursements then due to the Lenders from the U.S. Borrower (other than in connection with Banking Services or Swap Obligations or the U.S. Borrower's Canadian Loan Guaranty), including fees payable by the U.S. Borrower pursuant to Section 2.12, third, to pay interest due in respect of the Protective Advances to the U.S. Borrower, fourth, to pay the principal of all Protective Advances to the U.S. Borrower, fifth, to pay interest then due and payable on all Loans (other than the Protective Advances) to the U.S. Borrower ratably, sixth, to prepay principal on the Loans (other than the Protective Advances) to the U.S. Borrower and unreimbursed LC Disbursements in respect of Letters of Credit issued for the account of the U.S. Borrower ratably, seventh, to pay an amount to the Administrative Agent equal to one hundred three percent (103%) of the aggregate undrawn face amount of all outstanding Letters of Credit issued for the account of the U.S. Borrower and the aggregate amount of any related unpaid LC Disbursements, to be held as Cash Collateral for such U.S. Obligations, eighth, to pay any fees, indemnities, or expense reimbursements including amounts then due to the Administrative Agent, the Multicurrency Administrative Agent and each Issuing Bank from the Canadian Borrower (other than in connection with Banking Services or Swap Obligations), ninth, to pay any fees or expense reimbursements then due to the Lenders from the Canadian Borrower (other than in connection with Banking Services or Swap Obligations), including fees payable by the Canadian Borrower pursuant to Section 2.12, tenth, to pay interest due in respect of the Protective Advances to the Canadian Borrower, eleventh, to pay the principal of all Protective Advances to the Canadian Borrower, twelfth, to pay interest then due and payable on all Loans (other than the Protective Advances) to the Canadian Borrower ratably, thirteenth, to prepay principal on the Loans (other than the Protective Advances) to the Canadian Borrower and unreimbursed LC Disbursements in respect of Letters of Credit issued for the account of the Canadian Borrower ratably, fourteenth, to pay an amount to the Administrative Agent equal to one hundred three percent (103%) of the aggregate undrawn face amount of all outstanding Letters of Credit issued for the account of the Canadian Borrower and the aggregate amount of any related unpaid LC Disbursements, to be held as Cash Collateral for such Canadian Obligations, fifteenth, to payment of any amounts owing with respect to Banking Services and Swap Obligations of the U.S. Loan Parties and LSIFCS (other than pursuant to the Canadian Loan Guaranty) up to and including the amount most recently provided to the Administrative Agent pursuant to Section 2.22, sixteenth, to payment of any amounts owing with respect to Banking Services and Swap Obligations of the Canadian Loan Parties up to and including the amount most recently provided to the Administrative Agent pursuant to Section 2.22,

seventeenth, to the payment of any other U.S. Secured Obligation due to the Administrative Agent, Multicurrency Administrative Agent, any Issuing Bank or any Lender (other than pursuant to the Canadian Loan Guaranty) and eighteenth, to the payment of any other Canadian Secured Obligations due to the Administrative Agent, Multicurrency Administrative Agent, any Issuing Bank or any Lender. Any proceeds of Canadian Collateral received by the Administrative Agent or Multicurrency Administrative Agent (i) not constituting either (A) a specific payment of principal, interest, fees or other sum payable under the Loan Documents (which shall be applied as specified by the Borrower Representative), (B) a mandatory prepayment (which shall be applied in accordance with Section 2.11) or (C) amounts to be applied from a Collection Account when full cash dominion is in effect (which shall be applied in accordance with Section 2.10(b)) or (ii) after an Event of Default has occurred and is continuing and the Administrative Agent so elects or the Required Lenders so direct, shall be applied ratably in the order specified in clauses eighth through fourteenth, sixteenth and eighteenth above; provided that notwithstanding the foregoing, no amounts received from any Guarantor shall be applied to Excluded Swap Obligations of such Guarantor. Notwithstanding anything to the contrary contained in this Agreement, unless so directed by the Borrower Representative, or unless a Default is in existence, neither the Administrative Agent nor any Lender shall apply any payment which it receives to any Term Benchmark Loan of a Class, except (a) on the expiration date of the Interest Period applicable thereto or (b) in the event, and only to the extent, that there are no outstanding ABR Loans or Canadian Prime Rate Loans, as applicable, of the same Class and, in any such event, the applicable Borrower shall pay the break funding payment required in accordance with Section 2.16. The Administrative Agent and the Lenders shall have the continuing and exclusive right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Secured Obligations.

(c) At the election of the Administrative Agent, to the extent any such amount is not paid by the applicable Borrower when due (after taking into account all applicable grace periods), all payments of principal, interest, LC Disbursements, fees, premiums, reimbursable expenses (including, without limitation, all reimbursement for fees and expenses pursuant to Section 9.03), and other sums payable under the Loan Documents by any Borrower, may be paid from the proceeds of Borrowings of such Borrower made hereunder whether made following a request by the Borrower Representative pursuant to Section 2.03 or a deemed request as provided in this Section or may be deducted from any deposit account of such Borrower maintained with or under the control of the Administrative Agent. Each Borrower hereby irrevocably authorizes (i) the Administrative Agent to make a Borrowing for the purpose of paying each payment of principal, interest and fees due from such Borrower as it becomes due hereunder or any other amount due under the Loan Documents and agrees that all such amounts charged shall constitute Loans (including Swingline Loans, but such a Borrowing may only constitute a Protective Advance if it is to reimburse costs, fees and expenses as described in Section 9.03) to such Borrower and that all such Borrowings shall be deemed to have been requested pursuant to Sections 2.03, 2.04 or 2.05, as applicable, and (ii) the Administrative Agent to charge any deposit account of such Borrower maintained with, or subject to the control of, the Administrative Agent for each payment of principal, interest and fees due from such Borrower as it becomes due hereunder or any other amount due under the Loan Documents.

(d) If, except as otherwise expressly provided herein, any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans or participations in LC Disbursements resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and participations in LC Disbursements and accrued interest thereon than such Lender would have received had such amounts been applied in accordance with paragraph (a) above, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans and participations in LC Disbursements of other Lenders to the extent necessary so that the benefit of all such payments shall be provided to the Lenders that would have been entitled to such payments pursuant to paragraph (a) above; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by a Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of

its Loans or participations in LC Disbursements to any assignee or participant, other than to a Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). Each Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Borrower in the amount of such participation.

(e) Unless the Administrative Agent shall have received notice from the Borrower Representative prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or an Issuing Bank hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the applicable Issuing Bank, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Lenders or the applicable Issuing Bank, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Bank with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of either (i) the Federal Funds Effective Rate (in the case of Dollar-denominated amounts) and the Administrative Agent's cost of funds (in case of Canadian Dollar-denominated amounts) and (ii) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

(f) If any Lender shall fail to make any payment required to be made by it hereunder, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (i) apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations hereunder until all such unsatisfied obligations are fully paid and/or (ii) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender hereunder; application of amounts pursuant to clauses (i) and (ii) above shall be made in such order as may be determined by the Administrative Agent in its discretion.

SECTION 2.19. Mitigation Obligations; Replacement of Lenders.

(a) If any Lender requests compensation under Section 2.15, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 2.15 or 2.17, as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment (but in the case of the Canadian Borrower, only to the extent relating to the Multicurrency Commitments and the extensions of credit to the Canadian Borrower thereunder).

(b) If any Lender requests compensation under Section 2.15, or if the Borrowers are required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.17, or if any Lender becomes a Defaulting Lender, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 9.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrowers shall have received the prior written consent of the Administrative Agent, each applicable Issuing Bank and, in the case of the U.S. Facility, the Swingline Lender, which consent shall not unreasonably be withheld, conditioned or delayed, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and funded participations in LC Disbursements and Swingline Loans, accrued interest thereon, accrued fees and all

other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the applicable Borrower(s) (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under Section 2.15 or payments required to be made pursuant to Section 2.17, such assignment will result in a reduction in such compensation or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

SECTION 2.20. Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitments of such Defaulting Lender pursuant to Section 2.12(a);

(b) such Defaulting Lender shall not have the right to vote on any issue on which voting is required (other than to the extent expressly provided in Section 9.02(b)) and the Commitment and Revolving Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders or the Supermajority Revolving Lenders have taken or may take any action hereunder;

(c) if any Swingline Exposure or LC Exposure exists at the time a Lender becomes a Defaulting Lender then:

(i) all or any part of the Swingline Exposure and LC Exposure of such Defaulting Lender shall be reallocated among the non-Defaulting Lenders of the applicable Class in accordance with their respective Applicable Percentages but only to the extent (x) the sum of all non-Defaulting Lenders' Revolving Exposures under such Class of Commitments plus such Defaulting Lender's Swingline Exposure and LC Exposure under such Class of Commitments does not exceed the total of all non-Defaulting Lenders' Commitments of such Class, (y) no non-Defaulting Lender's Revolving Exposure under such Class of Commitments is increased above such Lender's Commitment of such Class as a result thereof and (z) no Event of Default has then occurred and is continuing;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the applicable Borrower shall within one Business Day following notice by the Administrative Agent (x) first, in the case of the U.S. Borrower, prepay such Swingline Exposure and (y) second, Cash Collateralize, for the benefit of the applicable Issuing Bank, such Borrowers' obligations corresponding to such Defaulting Lender's LC Exposure under the applicable Class of Commitments (after giving effect to any partial reallocation pursuant to clause (i) above) in accordance with the procedures set forth in Section 2.06(k) for so long as such LC Exposure is outstanding;

(iii) if a Borrower Cash Collateralizes any portion of such Defaulting Lender's LC Exposure pursuant to clause (ii) above, such Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.12(b) with respect to such Defaulting Lender's LC Exposure during the period such Defaulting Lender's LC Exposure is Cash Collateralized;

(iv) if the LC Exposure of the non-Defaulting Lenders is reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Sections 2.12(a) and 2.12(b) shall be adjusted in accordance with such non-Defaulting Lenders' Applicable Percentages; and

(v) if all or any portion of such Defaulting Lender's LC Exposure is neither reallocated nor Cash Collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of any Issuing Bank or any Lender hereunder, all letter of credit fees payable under Section 2.12(b) with respect to such Defaulting Lender's LC Exposure shall be

payable to the applicable Issuing Bank until such LC Exposure is reallocated and/or Cash Collateralized; and

(d) so long as such Lender is a Defaulting Lender, the applicable Issuing Bank under the applicable Facility shall not be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or Cash Collateral will be provided by the applicable Borrower(s) in accordance with Section 2.20(c), and participating interests in any such newly made Swingline Loan or newly issued or increased Letter of Credit shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.20(c)(i) (and such Defaulting Lender shall not participate therein).

If (i) a Bankruptcy Event with respect to the Parent of any Lender shall occur following the Second Amendment and Restatement Effective Date and for so long as such event shall continue or (ii) any Issuing Bank or the Swingline Lender has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, such Issuing Bank shall not be required to issue, amend or increase any Letter of Credit and the Swingline Lender shall not be required to fund any Swingline Loan, unless such Issuing Bank or the Swingline Lender, as the case may be, shall have entered into arrangements with the Borrowers or such Lender, satisfactory to such Issuing Bank or the Swingline Lender, as the case may be, to defease any risk in respect of such Lender hereunder.

In the event that each of the Administrative Agent, the Borrowers, the applicable Issuing Banks and, in the case of the U.S. Facility, the Swingline Lender agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Exposure and/or LC Exposure of the Lenders under the applicable Facility shall be readjusted to reflect the inclusion of such Lender's Commitment and on the date of such readjustment such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Applicable Percentage.

SECTION 2.21. Returned Payments. If after receipt of any payment which is applied to the payment of all or any part of the Obligations, the Administrative Agent, the Multicurrency Administrative Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by the Administrative Agent, the Multicurrency Administrative Agent or such Lender. The provisions of this Section 2.21 shall be and remain effective notwithstanding any contrary action which may have been taken by the Administrative Agent, the Multicurrency Administrative Agent or any Lender in reliance upon such payment or application of proceeds. The provisions of this Section 2.21 shall survive the termination of this Agreement.

SECTION 2.22. Banking Services and Swap Agreements. Each Lender or Affiliate thereof providing Banking Services for, or having Swap Agreements with, any Loan Party or LSIFCS shall deliver to the Administrative Agent within 30 days after it commences providing any such Banking Services or Swap Agreements, written notice thereof. In furtherance of that requirement, each such Lender or Affiliate thereof shall furnish to the Administrative Agent, either (x) following the end of each calendar month, a summary of the amounts due or to become due in respect of any Swap Obligations owing to it or (y) pursuant to such other arrangements as are reasonably acceptable to the Administrative Agent. The most recent information provided to the Administrative Agent shall be used in determining which tier of the waterfall, contained in Section 2.18(b), such Banking Services Obligations and/or Swap

Obligations will be placed and the Administrative Agent shall be under no obligation to enquire as to the existence of any Banking Services Obligations or Swap Obligations of which it has not been specifically advised.

ARTICLE III

Representations and Warranties

Each Loan Party represents and warrants to the Lenders that:

SECTION 3.01. Organization; Powers. Each Loan Party and its Subsidiaries (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has all requisite power and authority to carry on its business as now conducted and (c) is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required, except, in the case of (x) clause (a) with respect to the Subsidiaries of each Loan Party and (y) clauses (b) and (c), where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

SECTION 3.02. Authorization; Enforceability. The Transactions are within each Loan Party's organizational powers and have been duly authorized by all necessary organizational actions and, if required, actions by equity holders. The Loan Documents to which each Loan Party is a party have been duly executed and delivered by such Loan Party and constitute a legal, valid and binding obligation of such Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 3.03. Governmental Approvals; No Conflicts. The Transactions (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect and except for filings necessary to perfect Liens created pursuant to the Loan Documents, (b) will not violate any Requirement of Law applicable to any Loan Party or the Organizational Documents of any Loan Party, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Loan Party or the assets of any Loan Party, or give rise to a right thereunder to require any material payment to be made by any Loan Party, and (d) will not result in the creation or imposition of any Lien on any Collateral of any Loan Party, except Liens created pursuant to the Loan Documents.

SECTION 3.04. Financial Condition; No Material Adverse Change.

(a) The U.S. Borrower has heretofore furnished to the Lenders its consolidated balance sheet and statements of income, stockholders equity and cash flows (i) as of and for the Fiscal Year ended November ~~28, 2021~~26, 2023 reported on by PricewaterhouseCoopers LLP, independent public accountants, and (ii) as of and for the Fiscal Quarter and the portion of the Fiscal Year ended ~~February 27~~August 25, ~~2022~~2024, certified by its chief financial officer. Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of the U.S. Borrower and its consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes in the case of the statements referred to in clause (ii) above. The U.S. Borrower shall be deemed to have furnished such financial statements upon the filing of such financial statements by the U.S. Borrower through the SEC's EDGAR system (or any successor electronic gathering system) or the publication by the U.S. Borrower of such financial statements on its website.

(b) No event, change or condition has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect, since November ~~28~~26, ~~2021~~2023.

SECTION 3.05. Properties.

(a) As of the Amendment No. ~~5~~8 Effective Date, Schedule 3.05(a) sets forth the address of each parcel of real property that is owned or leased by each Loan Party. Except as would not have a Material Adverse Effect, each of such leases and subleases is valid and enforceable in accordance with its terms and is in full force and effect, and no default by any party to any such lease or sublease exists. Each of the Loan Parties has good and indefeasible title to, or valid leasehold interests in, all of its real and personal property, free of all Liens other than those permitted by Section 6.02.

(b) Each Loan Party owns, or is licensed to use, all trademarks, tradenames, copyrights, patents, industrial designs and other intellectual property necessary to its business as currently conducted, the use of all trademarks, tradenames, copyrights, patents, industrial designs and other intellectual property owned by each Loan Party does not infringe in any respect upon the rights of any other Person, except to the extent that such infringement could not reasonably be expected to have a Material Adverse Effect, and each Loan Party's rights to all trademarks, tradenames, copyrights, patents, industrial designs and other intellectual property necessary to conduct its business as currently conducted are not subject to any material restrictions under any licensing agreement or similar arrangement (other than (i) restrictions relating to software licenses that may limit such Loan Party's ability to transfer or assign any such agreement to a third party and (ii) licensing agreements or similar agreements that do not materially impair the ability of the Applicable Administrative Agent or the Lenders to avail themselves of their rights of disposal and other rights granted under the Collateral Documents in respect of the Inventory).

SECTION 3.06. Litigation and Environmental Matters.

(a) There are no actions, suits or proceedings by or before any arbitrator or Governmental Authority pending against or, to the knowledge of any Loan Party, threatened against or affecting any Loan Party or any of its Subsidiaries as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

(b) (i) No Loan Party or any of its Subsidiaries has received notice of any claim with respect to any Environmental Liability or knows of any basis for any Environmental Liability that could reasonably be expected to have a Material Adverse Effect and (ii) and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, no Loan Party nor any of its Subsidiaries (1) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law or (2) has become subject to any Environmental Liability.

SECTION 3.07. Compliance with Laws and Agreements. Each Loan Party is in compliance with all Requirements of Law applicable to it or its property, its Organizational Documents and all indentures, agreements and other instruments binding upon it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Default has occurred and is continuing.

SECTION 3.08. Investment Company Status; Margin Stock. No Loan Party or any of its Subsidiaries is (a) an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940 or (b) engaged (principally or as one of its important activities) in the business of extending credit for the purpose of buying "margin stock" (as defined in Regulation U).

SECTION 3.09. Taxes. Except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect: (a) each Loan Party and each of their respective Subsidiaries has timely filed or caused to be timely filed all Tax returns and reports required to have been filed by it and has paid or caused to be paid all Taxes required to have been paid by it (including in its capacity as a withholding agent), except Taxes that are being contested in good faith by appropriate proceedings and for which such Loan Party or such Subsidiary, as applicable, has set aside on its books

adequate reserves in accordance with GAAP and (b) there are no Tax audits, assessments or other Tax claims or proceedings with respect to any Loan Party or any of their respective Subsidiaries.

SECTION 3.10. ERISA. No ERISA Event has occurred or is reasonably expected to occur that, when taken together with all other such ERISA Events for which liability is reasonably expected to occur, could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.11. Canadian Pension Plan and Benefit Plans. The Canadian Pension Plans are duly registered under the ITA and all other applicable laws which require registration, except as could not reasonably be expected to result in a Material Adverse Effect. Each Loan Party and each of their Subsidiaries has complied with and performed all of its obligations under and in respect of the Canadian Pension Plans and Canadian Benefit Plans under the terms thereof, any funding agreements and all applicable laws (including any fiduciary, funding, investment and administration obligations), except as could not reasonably be expected to result in a Material Adverse Effect. All employer and employee payments, contributions or premiums to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan have been paid in a timely fashion in accordance with the terms thereof, any funding agreement and all applicable laws. There have been no improper withdrawals or applications of the assets of the Canadian Pension Plans or the Canadian Benefit Plans, except as could not reasonably be expected to result in a Material Adverse Effect. No promises of benefit improvements under the Canadian Pension Plans or the Canadian Benefit Plans have been made except where such improvement could not be reasonably expected to have a Material Adverse Effect. All material reports and disclosures relating to the Canadian Pension Plans required by such plans and any Requirement of Law to be filed or distributed have been filed or distributed, except as could not reasonably be expected to result in a Material Adverse Effect. There has been no termination of any Canadian Pension Plan (except as permitted under Section 5.07(b)) and, to the knowledge of the Borrower, no facts or circumstances have occurred or existed that could result, or be reasonably anticipated to result, in the declaration of a termination of any Canadian Pension Plan by any Governmental Authority under Applicable Pension Laws. Each of the Canadian Pension Plans is funded in accordance with the most recent actuarial valuations filed under Applicable Pension Laws, as disclosed to the Administrative Agent.

SECTION 3.12. Disclosure. Each Borrower has disclosed to the Lenders all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the reports, financial statements, certificates or other information furnished by or on behalf of any Loan Party to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or any other Loan Document (as modified or supplemented by other information so furnished), taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, forward-looking statements and information of a general economic or industry nature, the Borrowers each represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time delivered and, if such projected financial information was delivered prior to the Amendment No. ~~2~~8 Effective Date, as of the Second Amendment and Restatement Effective Date or Amendment No. 2 Effective Date, as applicable.

SECTION 3.13. Material Agreements. Except as would not have a Material Adverse Effect, no Loan Party is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in (i) any material agreement to which it is a party or (ii) any agreement or instrument evidencing or governing Indebtedness.

SECTION 3.14. Solvency. Each Borrower individually, the U.S. Borrower together with the U.S. Guarantors (taken as a whole) and the Canadian Borrower together with the Canadian Guarantors (taken as a whole), is Solvent prior to and after giving effect to the Borrowings to be made on the Second Amendment and Restatement Effective Date and the issuance of the Letters of Credit to be issued on the Amendment No. ~~5~~8 Effective Date, and shall remain Solvent during the term of this Agreement.

SECTION 3.15. Insurance. Schedule 3.15 lists all insurance maintained by or on behalf of the Loan Parties and the other Subsidiaries of the U.S. Borrower as of the Amendment No. ~~5~~8 Effective Date. As of the Amendment No. ~~5~~8 Effective Date, all premiums in respect of such insurance have been paid. The Borrowers believe that the insurance maintained by or on behalf of the U.S. Borrower and its Subsidiaries is adequate.

SECTION 3.16. Capitalization and Subsidiaries. Schedule 3.16 sets forth, as of the Amendment No. ~~5~~8 Effective Date, (a) a correct and complete list of the name and relationship to the U.S. Borrower of each and all of the U.S. Borrower's Subsidiaries, (b) a true and complete listing of each class of each Loan Party's authorized Equity Interests, of which all of such issued shares are validly issued, outstanding, fully paid and non-assessable, and owned beneficially and of record by the Persons identified on Schedule 3.16, and (c) the type of entity of the U.S. Borrower and each of its Subsidiaries. All of the issued and outstanding Equity Interests owned by any Loan Party have been (to the extent such concepts are relevant with respect to such ownership interests) duly authorized and issued and is fully paid and non-assessable.

SECTION 3.17. Security Interest in Collateral. The provisions of this Agreement and the other Loan Documents create legal and valid Liens on all the Collateral granted by (a) the U.S. Loan Parties in favor of the Administrative Agent (for the benefit of the Lender Parties), securing the Secured Obligations and (b) the Canadian Loan Parties in favor of the Administrative Agent (for the benefit of the Multicurrency Lender Parties), securing the Canadian Secured Obligations, constitute perfected and continuing Liens on the Collateral (to the extent such Liens can be perfected by possession, by filing a UCC financing statement or a PPSA financing statement or equivalent under each applicable jurisdiction, by filing a mortgage, deed of trust, deed to secure debt, assignment or similar instruments with the appropriate real property office, by recording an appropriate document with the United States Patent and Trademark Office or by a control agreement), securing the applicable Secured Obligations, enforceable against the applicable Loan Party and having priority over all other Liens on the Collateral except in the case of (x) Liens permitted by Section 6.02, to the extent any such Liens would have priority over the Liens in favor of the Administrative Agent pursuant to any applicable law or agreement and (y) Liens perfected only by possession (including possession of any certificate of title) to the extent the Administrative Agent has not obtained or does not maintain possession of such Collateral.

SECTION 3.18. Employment Matters. As of the Second Amendment and Restatement Effective Date, there are no strikes, lockouts or slowdowns against any Loan Party pending or, to the knowledge of the Borrowers, threatened. The hours worked by and payments made to employees of the Loan Parties have not been in violation in any material respect of the Fair Labor Standards Act, the *Employee Standards Act* (Ontario) or any other applicable Federal, state, provincial, territorial, local or foreign law dealing with such matters. All material payments due from any Loan Party or for which any claim may be made against any Loan Party, on account of wages and employee health and welfare insurance and other benefits, including with respect to the Canadian Pension Plans and Canadian Benefit Plans have been paid or accrued as a liability on the books of the Loan Party.

SECTION 3.19. OFAC and Patriot Act. The U.S. Borrower and each of its Subsidiaries is: (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224 and all modifications thereto or thereof (the "Annex"); (ii) in compliance in all material respects with the requirements of the USA Patriot Act Title III of 107 Public Law 56 (October 26, 2001) and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices, related to the subject matter of the Patriot Act and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"); (iii) not in receipt of any notice from the Secretary of State of the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Act; (iv) not listed as a Specially Designated Terrorist (as defined in the Patriot Act) or as a "blocked" person on any publicly available lists maintained by the OFAC pursuant to the Patriot Act or any other publicly available list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Act or on any other publicly available list of terrorists or terrorist organizations maintained pursuant to the

Patriot Act; (v) not a Person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Act; and (vi) not owned or controlled by any Person named in the Annex.

SECTION 3.20. Anti-Corruption Laws and Sanctions. Each of the U.S. Borrower and its Subsidiaries has implemented and maintains in effect policies and procedures designed to ensure compliance by the U.S. Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and the U.S. Borrower, its Subsidiaries and their respective officers and, to the knowledge of the U.S. Borrower, its directors, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of the U.S. Borrower, any Subsidiary of the U.S. Borrower or, to the knowledge of the U.S. Borrower or any of its Subsidiaries, any of their respective directors, officers, employees or any agent of the U.S. Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No Borrowing or Letter of Credit, use of the proceeds hereof or other Transaction will violate Anti-Corruption Laws or applicable Sanctions.

SECTION 3.21. Affected Financial Institution. No Loan Party is an Affected Financial Institution.

ARTICLE IV

Conditions

SECTION 4.01. Second Amendment and Restatement Effective Date. The amendment and restatement of the Existing Credit Agreement contemplated by this Agreement and the obligations of the Lenders to make Loans and of each Issuing Bank to issue Letters of Credit hereunder (other than any Letter of Credit outstanding under the Existing Credit Agreement on the Second Amendment and Restatement Effective Date) shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 9.02):

(a) Credit Agreement and Loan Documents. The Administrative Agent (or its counsel) shall have received (i) from each party hereto either (A) a counterpart of this Agreement signed on behalf of such party (including executed counterparts of this Agreement signed on behalf of (x) "Lenders" (as defined in the Existing Credit Agreement) constituting "Required Lenders" (as defined in the Existing Credit Agreement) under the Existing Credit Agreement and (y) each of the parties named on the Commitment Schedule) or (B) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement and (ii) duly executed copies of such other certificates, documents, instruments and agreements as the Administrative Agent shall reasonably request in connection with the transactions contemplated by this Agreement and the other Loan Documents, including any promissory notes requested by a Lender pursuant to Section 2.10 at least three Business Days prior to the Second Amendment and Restatement Effective Date payable to the order of each such requesting Lender and (x) a written opinion of the Loan Parties' U.S. counsel, addressed to the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Lenders in substantially the form of Exhibit B-1, (y) a written opinion of the Loan Parties' Canadian counsel, addressed to the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Lenders in substantially the form of Exhibit B-2 and (z) a written opinion of the U.S. Borrower's Global Finance and Governance Counsel, addressed to the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Lenders in substantially the form of Exhibit B-3.

(b) Financial Statements and Projections. The Lenders shall have received (i) satisfactory audited annual consolidated financial statements of the U.S. Borrower for the most recent Fiscal Year ending at least 90 days prior to the Second Amendment and Restatement Effective Date and (ii) U.S. Borrower's projected consolidated income statement, balance sheet and cash flows for the period beginning after the most recently ended Fiscal Quarter for which financial statements have been delivered

and ending on the last day of the U.S. Borrower's 2021 Fiscal Year (prepared on a quarterly basis through the end of the U.S. Borrower's 2017 Fiscal Year) and satisfactory to the Administrative Agent.

(c) Closing Certificates; Certified Certificate of Incorporation; Good Standing Certificates. The Administrative Agent shall have received (i) a certificate of each Loan Party, dated the Second Amendment and Restatement Effective Date and executed by its Secretary or Assistant Secretary, which shall (A) certify the resolutions of its board of directors, members or other body authorizing the execution, delivery and performance of the Loan Documents to which it is a party, (B) identify by name and title and bear the signatures of the Financial Officers and any other officers of such Loan Party authorized to sign the Loan Documents to which it is a party, and (C) contain appropriate attachments, including the certificate or articles of incorporation or organization of each Loan Party certified by the relevant authority of the jurisdiction of organization of such Loan Party (other than the certificate of incorporation of Levi Strauss International, which are certified by the secretary of Levi Strauss International) and a true and correct copy of its bylaws or operating, management or partnership agreement, and (ii) a certificate of compliance/status/good standing, as applicable, for each Loan Party from its jurisdiction of organization and each other jurisdiction in which it carries on business as may be reasonably requested by the Administrative Agent at least five (5) Business Days prior to the Second Amendment and Restatement Effective Date.

(d) No Default Certificate. The Administrative Agent shall have received a certificate, signed by a Financial Officer of each Borrower, on the initial Borrowing date (i) stating that no Default has occurred and is continuing, (ii) stating that the representations and warranties contained in Article III are true and correct as of such date, and (iii) certifying any other factual matters as may be reasonably requested by the Administrative Agent.

(e) Fees. The Lenders and the Agents shall have received all fees required to be paid, and all expenses for which reasonably detailed invoices have been presented (including the reasonable fees and expenses of legal counsel to the Administrative Agent and Multicurrency Administrative Agent), on or before one Business Day prior to the Second Amendment and Restatement Effective Date.

(f) Lien Searches. The Administrative Agent shall have received the results of a recent lien search in such jurisdictions as it may have requested, and such search shall reveal no liens on any of the assets of the Loan Parties except for liens permitted by Section 6.02 or discharged on or prior to the Second Amendment and Restatement Effective Date pursuant to a pay-off letter or other documentation reasonably satisfactory to the Administrative Agent.

(g) Funding Accounts. The Administrative Agent shall have received a notice setting forth the deposit account(s) of the Borrowers (the "Funding Accounts") to which the Lender is authorized by the Borrowers to transfer the proceeds of any Borrowings requested or authorized pursuant to this Agreement.

(h) Solvency. The Administrative Agent shall have received a solvency certificate from a Financial Officer of each Borrower.

(i) [Reserved].

(j) Borrowing Base Certificate. The Administrative Agent shall have received a Borrowing Base Certificate which calculates the U.S. Borrowing Base and the Canadian Borrowing Base as of February 26, 2017.

(k) Closing Availability. After giving effect to all Borrowings to be made on the Second Amendment and Restatement Effective Date and the issuance of any Letters of Credit on the Second Amendment and Restatement Effective Date and payment of all fees and expenses due hereunder,

and with all of the Loan Parties' indebtedness, liabilities, and obligations current, Availability shall not be less than $400,000,000.

(l) Other Documents. The Administrative Agent shall have received such other documents as the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank, any Lender or their respective counsel may have reasonably requested.

(m) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code and PPSA financing statements) required by the Collateral Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 6.02), shall be in proper form for filing, registration or recordation.

The Administrative Agent shall notify the Borrowers and the Lenders of the Second Amendment and Restatement Effective Date, and such notice shall be conclusive and binding. Notwithstanding the foregoing, the effectiveness of the amendment and restatement contemplated by this Agreement and the obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions is satisfied (or waived pursuant to Section 9.02) at or prior to 2:00 p.m., New York City time, on May 23, 2017 (and, in the event such conditions are not so satisfied or waived, the Existing Credit Agreement shall remain in effect and the Commitments hereunder shall terminate at such time).

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing, and of each Issuing Bank to issue, amend or extend any Letter of Credit, is subject to the satisfaction of the following conditions:

(a) The representations and warranties of the Borrowers set forth in this Agreement (other than, in the case of a requested credit extension by the U.S. Borrower at a time when there are no Canadian Borrower Shared Outstandings, the representations and warranties of the Borrowers set forth in Section 3.11) shall be true and correct in all material respects with the same effect as though made on and as of the date of such Borrowing or the date of issuance, amendment or extension of such Letter of Credit, as applicable (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects).

(b) At the time of and immediately after giving effect to such Borrowing or the issuance, amendment or extension of such Letter of Credit, as applicable, no Default or Event of Default shall have occurred and be continuing.

(c) After giving effect to any Borrowing or the issuance, amendment or extension of any Letter of Credit, the Revolving Exposure Limitations shall be satisfied.

Each Borrowing and each issuance, amendment or extension of a Letter of Credit shall be deemed to constitute a representation and warranty by the Borrowers on the date thereof as to the matters specified in paragraphs (a), (b) and (c) of this Section.

ARTICLE V

Affirmative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees payable hereunder have been paid in full and all Letters of Credit have expired or terminated and all LC Disbursements have been reimbursed, each Loan Party executing this Agreement covenants and agrees with the Lenders that:

SECTION 5.01. Financial Statements; Borrowing Base and Other Information. The Borrowers will furnish to the Administrative Agent and each Lender:

(a) within 120 days after the end of each Fiscal Year of the U.S. Borrower (or, if earlier, the date provided to the holders of the U.S. Borrower's equity or debt securities generally), its audited consolidated and consolidating balance sheet and related statements of operations, stockholders' equity and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by independent public accountants of recognized national standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the U.S. Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied. The U.S. Borrower shall be deemed to have delivered the financial statements required to be delivered pursuant to this Section 5.01(a) upon the filing of such financial statements by the U.S. Borrower through the SEC's EDGAR system (or any successor electronic gathering system) or the publication by the U.S. Borrower of such financial statements on its website;

(b) (i) within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of the U.S. Borrower, its consolidated and consolidating balance sheet (including a summary of stockholders' equity as customarily shown on a balance sheet) and related statements of operations and cash flows, and, (ii) if Availability during any Fiscal Month is at any time less than the Minimum Excess Availability Amount, within 30 days after the end of such Fiscal Month, its consolidated and consolidating balance sheet and related statements of operations, in each case, as of the end of and for such Fiscal Quarter or Fiscal Month, as the case may be, and the then elapsed portion of such Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, all certified by one of the Financial Officers of the Borrower Representative as presenting fairly in all material respects the financial condition and results of operations of the U.S. Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes (it being acknowledged and agreed that such quarterly and monthly financial statements will not be subsequently audited on a quarterly or monthly basis). The U.S. Borrower shall be deemed to have delivered the financial statements required to be delivered pursuant to this Section 5.01(b) upon the filing of such financial statements by the U.S. Borrower through the SEC's EDGAR system (or any successor electronic gathering system) or the publication by the U.S. Borrower of such financial statements on its website;

(c) concurrently with any delivery of financial statements under clause (a) or (b) above, a certificate of a Financial Officer of the Borrower Representative in substantially the form of Exhibit D (i) certifying, in the case of the financial statements delivered under clause (b), as presenting fairly in all material respects the financial condition and results of operations of the U.S. Borrower and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes (it being acknowledged and agreed that such quarterly and monthly financial statements will not be subsequently audited on a quarterly or monthly basis), (ii) certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (iii) setting forth reasonably detailed calculations demonstrating compliance with Section 6.14 and (iv) stating whether any change in GAAP or in the application thereof has occurred since the date of the audited financial statements referred to in Section 3.04 and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate;

(d) as soon as available but in any event no later than 75 days following the commencement of each Fiscal Year of the U.S. Borrower, a copy of the plan and forecast (including a projected consolidated and consolidating balance sheet, income statement and funds flow statement) of the U.S. Borrower for each month of the upcoming Fiscal Year (the "Projections") in form reasonably satisfactory to the Administrative Agent;

(e) as soon as available but in any event within 20 days of the end of each Fiscal Quarter, and at such other times as may be necessary to redetermine availability of Loans and Letters of Credit to either Borrower hereunder or as may be requested by the Administrative Agent, as of the period then ended, a Borrowing Base Certificate which calculates the U.S. Borrowing Base and the Canadian Borrowing Base, and supporting information in connection therewith, together with any additional reports with respect to either such Borrowing Base as the Administrative Agent may reasonably request; provided that, the Borrowing Base Certificates will also be (i) prepared as of the last day of each Fiscal Month of the U.S. Borrower (x) during any period commencing when the aggregate Dollar Amount of outstanding Loans exceeds $350,000,000 at any time and ending at such time as the aggregate Dollar Amount of outstanding Loans has been less than or equal to $350,000,000 for 30 consecutive days and (y) after the Trademark Release Date has occurred, during any period commencing when the aggregate Dollar Amount of outstanding Loans (but excluding outstanding Letters of Credit) exceeds $15,000,000 at any time and ending at such time as the aggregate Dollar Amount of outstanding Loans (but excluding outstanding Letters of Credit) has been less than or equal to $15,000,000 for 30 consecutive days and (ii) prepared as of the last day of each fiscal week of the U.S. Borrower during any period commencing on the date that Availability is less than the Minimum Excess Availability Amount for five consecutive Business Days and continuing until such time as Availability is no longer less than the Minimum Excess Availability Amount for five consecutive Business Days. If the Borrowers are required to deliver a monthly Borrowing Base Certificate or weekly Borrowing Base Certificate as a result of the proviso to the foregoing sentence, such Borrowing Base Certificate shall be delivered (i) no later than seven Business Days after the date the obligation to deliver such Borrowing Base Certificate arises (in the case of monthly Borrowing Base Certificates) based on the most recent Fiscal Month ended at least 20 days prior to such date of delivery and thereafter no later than the 20th day following the last day of each subsequent Fiscal Month ending during the period when monthly Borrowing Base Certificates are required to be delivered and (ii) no later than three Business Days after the date the obligation to deliver such Borrowing Base Certificate arises (in the case of weekly Borrowing Base Certificates) based on the most recent fiscal week ended at least three Business Days prior to such date of delivery and thereafter no later than the third Business Day following the last day of each subsequent fiscal week ending during the period when weekly Borrowing Base Certificates are required to be delivered;

(f) concurrently with the delivery of each Borrowing Base Certificate pursuant to paragraph (e) above, as of the period covered thereby, all delivered electronically in a text formatted file reasonably acceptable to the Administrative Agent:

(i) a detailed aging of the Loan Parties' Accounts, including all invoices aged by invoice date and due date, prepared in a manner reasonably acceptable to the Administrative Agent, together with a summary specifying the name and balance due for each Account Debtor;

(ii) a schedule detailing the Loan Parties' Inventory, in form reasonably satisfactory to the Administrative Agent, (1) by location (showing Inventory in transit and any Inventory located with a third party under any consignment, bailee arrangement, or warehouse agreement), by class (raw material, work-in-process and finished goods), by product type, and by volume on hand, which Inventory shall be valued at the lower of cost (determined on a first-in, first-out basis) or market and adjusted for Reserves as the Administrative Agent has previously indicated to the Borrower Representative are deemed by the Administrative Agent to be appropriate, and (2) including a report of any variances or other results of Inventory counts performed by the Borrowers since the last Inventory schedule (including information regarding sales or other reductions, additions, returns, credits issued by the Borrowers and complaints and claims made against the Borrowers);

(iii) a worksheet of calculations prepared by the Borrowers to determine Eligible Accounts and Eligible Inventory, such worksheets detailing the Accounts and Inventory excluded from Eligible Accounts and Eligible Inventory and the reason for such exclusion;

(iv) a reconciliation of the Loan Parties' Accounts and Inventory between (A) the amounts shown in the Loan Parties' general ledger and financial statements and the reports delivered pursuant to clauses (i) and (ii) above and (B) the amounts and dates shown in the reports delivered pursuant to clauses (i) and (ii) above and the Borrowing Base Certificate delivered pursuant to clause (f) above as of such date; and

(v) a reconciliation of the loan balance per the Loan Parties' general ledger to the loan balance under this Agreement;

(g) upon the request of the Administrative Agent during any period when the Borrowers are required to deliver weekly Borrowing Base Certificates, the Loan Parties' sales journal, cash receipts journal (identifying trade and non-trade cash receipts) and debit memo/credit memo journal;

(h) concurrently with the delivery of any Borrowing Base Certificate pursuant to paragraph (e) above, as of the period covered thereby, a schedule and aging of the Loan Parties' accounts payable, delivered electronically in a text formatted file reasonably acceptable to the Administrative Agent;

(i) within 30 days of each March 31 and September 30, an updated customer list for each Borrower and its Subsidiaries, which list shall state the customer's name and mailing address and, to the extent requested by the Administrative Agent in its sole discretion, the customer's phone number, in each case delivered electronically in a text formatted file reasonably acceptable to the Administrative Agent and certified as true and correct by a Financial Officer of the Borrower Representative;

(j) promptly upon the Administrative Agent's request:

(i) copies of invoices in connection with the invoices issued by the Loan Parties in connection with any Accounts, credit memos, shipping and delivery documents, and other information related thereto;

(ii) copies of purchase orders, invoices, and shipping and delivery documents in connection with any Inventory purchased by any Loan Party; and

(iii) a schedule detailing the balance of all intercompany accounts of the Loan Parties;

(k) promptly after the filing thereof with any Governmental Authority, a copy of each actuarial valuation report and, upon request of the Multicurrency Administrative Agent, Annual Information Return in respect of any Canadian Pension Plan;

(l) promptly after the same become publicly available, copies of all periodic and other reports, proxy statements and other materials filed by any Borrower or any Subsidiary with any U.S. or Canadian federal or provincial securities commission, or any Governmental Authority succeeding to any or all of the functions of said commission, or with any national securities exchange, or distributed by any Borrower to its shareholders generally, as the case may be. The applicable Borrower shall be deemed to have delivered the reports, statements and other materials required to be delivered pursuant to this Section 5.01(l) upon the filing of such reports, statements and other materials by the applicable Borrower through the SEC's EDGAR system (or any successor electronic gathering system) or the publication by the applicable Borrower of such reports, statements and other materials on its website;

(m) promptly following the Disposition of accounts receivable and other payment obligations in the ordinary course pursuant to Section 6.05(g), written notice to the Administrative Agent

regarding such Dispositions including reasonably detailed information regarding each such Disposition; and

(n) promptly following any request therefor, (i) such other information regarding the operations, business affairs and financial condition of any Borrower or any Subsidiary, or compliance with the terms of this Agreement, as the Administrative Agent, the Multicurrency Administrative Agent or any Lender (through the Administrative Agent) may reasonably request and (ii) information and documentation reasonably requested by the Administrative Agent or any Lender required for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Notwithstanding the foregoing in this Section 5.01, the U.S. Borrower will not be required to report the assets of I Am Beyond LLC in the Borrowing Base Certificates required under this Section 5.01 and will not be required to provide the information otherwise required to be delivered by the U.S. Borrower on behalf of a I Am Beyond LLC as a U.S. Loan Party under this Section 5.01 until the later of (x) the next scheduled delivery date of the Borrowing Base Certificate calculating the U.S. Borrowing Base following ten (10) Business Days' advance written notice from the U.S. Borrower to the Administrative Agent that it intends to include the assets of I Am Beyond LLC in the U.S. Borrowing Base and (y) completion of a field examination and Inventory appraisal with respect to the assets of I Am Beyond LLC that is reasonably satisfactory to the Administrative Agent.

SECTION 5.02. Notices of Material Events. The Borrowers will furnish to the Administrative Agent, the Multicurrency Administrative Agent and each Lender prompt (but in any event within any time period that may be specified below) written notice of the following:

(a) the occurrence of any Default;

(b) receipt of any notice of any governmental investigation or any litigation or proceeding commenced or threatened against any Loan Party that could reasonably be expected to have a Material Adverse Effect;

(c) any Lien (other than Permitted Encumbrances) or claim made or asserted against any material portion of the Collateral;

(d) any loss, damage, or destruction to or Disposition outside the ordinary course of business of the Collateral in the amount of $15,000,000 or more, whether or not covered by insurance;

(e) within five Business Days of receipt thereof and no earlier than after passage of any applicable cure period, any and all default notices received under or with respect to any leased location or public warehouse where Collateral is located having a value in excess of $500,000 in respect of an individual leased location or public warehouse or holding Collateral having a value in excess of $1,000,000 in the aggregate across all such leased locations or public warehouses;

(f) simultaneously with the delivery of any Borrowing Base Certificate pursuant to Section 5.01(e), a list of counterparties under each Swap Agreement entered into by any Loan Party and a listing of the aggregate mark-to-market position of the Loan Parties as provided by each such counterparty with respect to all Swap Agreements then outstanding with each such counterparty;

(g) the occurrence of any ERISA Event that, alone or together with any other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrowers and their Subsidiaries in an aggregate amount exceeding $20,000,000; and

(h) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Financial Officer or other executive officer of the Borrower Representative setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

SECTION 5.03. Existence; Conduct of Business. Each Loan Party will, and will cause each Subsidiary to, (a) do or cause to be done all things reasonably necessary to preserve, renew and keep in full force and effect its legal existence and the rights, qualifications, licenses, permits, franchises, governmental authorizations, intellectual property rights, licenses and permits material to the conduct of its business, and maintain all requisite authority to conduct its business in each jurisdiction in which its business is conducted in all material respects, except to the extent that the failure to maintain such existence and qualification or good standing could not reasonably be expected to have a Material Adverse Effect, provided that the foregoing shall not prohibit any merger, consolidation, liquidation or dissolution permitted under Section 6.03, and (b) carry on and conduct its business in substantially the same manner and in substantially the same fields of enterprise as it is presently conducted or in other fields of enterprise reasonably related thereto.

SECTION 5.04. Payment of Obligations. Each Loan Party will pay or discharge all of its respective Material Indebtedness and all other material liabilities and obligations, including material Taxes, before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Loan Party or Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect; provided, however, each Loan Party will, and will cause each Subsidiary to, remit material withholding taxes and other material payroll taxes to appropriate Governmental Authorities as and when claimed to be due, notwithstanding the foregoing exceptions.

SECTION 5.05. Maintenance of Properties. Each Loan Party will, and will cause each Subsidiary to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

SECTION 5.06. Books and Records; Inspection Rights. Each Loan Party will, and will cause each Subsidiary to, (a) keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities, in an ordinary course manner as determined by the applicable Loan Party, and (b) permit any representatives designated by the Administrative Agent, the Multicurrency Administrative Agent or any Lender (including employees of the Administrative Agent, the Multicurrency Administrative Agent, any Lender or any consultants, accountants, lawyers and appraisers retained by the Administrative Agent), upon reasonable prior notice, to visit and inspect its properties, conduct at the Loan Party's premises, field examinations of the Loan Party's assets, liabilities, books and records, including examining and making extracts from its books and records, environmental assessment reports, and to discuss its affairs, finances and condition with its officers and independent accountants (and hereby authorizes the Administrative Agent, the Multicurrency Administrative Agent to contact its independent accountants directly) and to provide contact information for each bank where each Loan Party has a depository and/or securities account and each such Loan Party hereby authorizes the Administrative Agent, the Multicurrency Administrative Agent to contact the bank(s) in order to request bank statements and/or balances, all at such reasonable times as reasonably requested; provided that, except for inspections during the continuance of a Default (i) if Availability is less than the greater of (x) $125,000,000 or (y) 20% of the Line Cap, in each case, at any time during any Fiscal Year, no more than two such inspections shall be at the U.S. Borrower's expense and (ii) otherwise, no more than one such inspection during such Fiscal Year shall be permitted and such inspection shall be at the U.S. Borrower's expense. The Loan Parties acknowledge that the Administrative Agent, after exercising its rights of inspection, may prepare and distribute to the Lenders certain Reports pertaining to the Loan Parties' assets for internal use by the Administrative Agent, the Multicurrency Administrative Agent and the Lenders.

SECTION 5.07. Compliance with Laws.

(a) Each Loan Party will, and will cause each Subsidiary to, comply with all Requirements of Law applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(b) In addition to and without limiting the generality of clause (a), each Canadian Loan Party will, and will cause each Subsidiary thereof to, (i) comply with all applicable provisions of Applicable Pension Laws and the regulations thereunder with respect to all Canadian Pension Plans, except where the failure to so comply could not reasonably be expected to result in a Material Adverse Effect; (ii) not: (A) contribute to or assume an obligation to contribute to any new defined benefit Canadian Pension Plan to which the Canadian Loan Party is not already contributing on the Original Effective Date, without the prior written consent of the Administrative Agent, which consent shall be granted unless otherwise determined by the Administrative Agent in its Permitted Discretion, or (B) unless required by a Governmental Authority, wind-up any defined benefit Canadian Pension Plan, in whole or in part, unless the Canadian Loan Party has obtained written advice from the actuary for such plan that the plan (or part thereof in the case of a partial windup) is fully funded or has a wind-up deficiency of no more than $10,000,000 at the effective date of the windup, without the prior written consent of the Administrative Agent, which consent shall be granted unless otherwise determined by the Administrative Agent in its Permitted Discretion. All employer or employee payments, contributions or premiums required to be remitted, paid to or in respect of each Canadian Pension Plan or Canadian Benefit Plan shall be paid or remitted by each Canadian Loan Party and each Subsidiary of each Canadian Loan Party in a timely fashion in accordance with the terms thereof, any funding agreements and all applicable laws. The Canadian Loan Parties shall deliver to the Administrative Agent notification within 30 days of (w) any increases in the benefits of any existing Canadian Pension Plan or Canadian Benefit Plan, which increases have a cost to one or more of the Canadian Loan Parties and their Subsidiaries in excess of $250,000 per annum in the aggregate, or (x) the establishment of any new Canadian Pension Plan or Canadian Benefit Plan, or (y) the commencement of contributions to any such plan to which any Canadian Loan Party was not previously contributing, or (z) any voluntary or involuntary termination of, or termination of participation in, a Canadian Pension Plan.

(c) The Loan Parties and each Subsidiary (1) shall be at all times in material compliance with all Environmental Laws, and (2) shall similarly ensure that the assets and operations are in material compliance with all Environmental Laws and that no Hazardous Materials are, contrary to any Environmental Laws, discharged, emitted, released, generated, used, stored, managed, transported or otherwise dealt with.

(d) The Loan Parties and each Subsidiary of the Loan Parties will maintain in effect and enforce policies and procedures designed to ensure compliance by the Loan Parties and each Subsidiary of the Loan Parties and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.

SECTION 5.08. Use of Proceeds. The proceeds of the Loans will be used for general corporate purposes. No part of the proceeds of any Loan and no Letter of Credit will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X. The Borrowers will not request any Borrowing or Letter of Credit, and each Borrower shall not, directly or indirectly, use the proceeds of any Borrowing or Letter of Credit or lend, contribute or otherwise make available such proceeds to any Person, (A) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (B) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, or (C) in any manner that would result in the violation of any Sanctions by any Person, including any party hereto.

SECTION 5.09. Insurance. Each Loan Party will, and will cause each Subsidiary to, maintain with carriers that are financially sound and reputable (as determined in good faith by the Loan

Parties) (a) insurance in such amounts (with no greater risk retention) and against such risks (including loss or damage by fire and loss in transit; theft, burglary, pilferage, larceny, embezzlement, and other criminal activities; business interruption; and general liability) and such other hazards, as is customarily maintained by companies of established repute engaged in the same or similar businesses operating in the same or similar locations and (b) all insurance required pursuant to the Collateral Documents. The Borrowers will furnish to the Lenders, upon request of the Administrative Agent, information in reasonable detail as to the insurance so maintained.

SECTION 5.10. Casualty and Condemnation. The Borrowers will furnish to the Administrative Agent, the Multicurrency Administrative Agent and the Lenders prompt written notice of any casualty or other insured damage to any material portion of the Collateral or the commencement of any action or proceeding for the taking of any material portion of the Collateral or interest therein under power of eminent domain or by condemnation or similar proceeding.

SECTION 5.11. Appraisals.

(a) (A) If Availability is less than the greater of (x) $125,000,000 or (y) 20% of the Line Cap, in each case, at any time during any Fiscal Year, no more than two (2) times during such Fiscal Year, or (B) otherwise, no more than one (1) time during such Fiscal Year, the Administrative Agent may, at the Borrowers' expense, arrange for appraisals or updates thereof of all of the Inventory constituting finished goods from an appraiser selected and engaged by the Administrative Agent, and prepared on a basis reasonably satisfactory to the Administrative Agent, such appraisals and updates to include, without limitation, information required by applicable law and regulation and by the internal policies of the Lenders. In addition, if at any time prior to the Trademark Release Date, the Total Leverage Ratio as of the last day of any Fiscal Year of the U.S. Borrower exceeds 4.25 to 1.0, the Administrative Agent shall have the right at the expense of the U.S. Loan Parties and at the Administrative Agent's discretion, to arrange for an additional appraisal of the Eligible Trademark Collateral from an appraiser selected and engaged by the Administrative Agent, such appraisals and updates to include, without limitation, information required by applicable law and regulation. Notwithstanding the foregoing, if (x) ~~an amount in excess of $500.0 million~~the sum of the U.S. ~~Borrowing Base is outstanding under the~~Revolving Exposure, the U.S. Borrower Multicurrency Facility Outstandings and the Canadian Borrower Shared Outstandings at any time exceeds $500.0 million and (y) the Trademark Release Date has not occurred as of such date, then the Administrative Agent shall (at the expense of the U.S. Loan Parties) arrange for one annual additional appraisal of the Eligible Trademark Collateral from an appraiser reasonably selected and engaged by the Administrative Agent, such appraisal and update to include, without limitation, information required by applicable law and regulation.

(b) In addition to the appraisals provided for above, whenever a Default or Event of Default exists, the Administrative Agent may, at the U.S. Borrower's expense and at the Administrative Agent's discretion, arrange for additional appraisals or updates thereof of any or all of the Collateral from an appraiser, and prepared on a basis, reasonably satisfactory to the Administrative Agent, such appraisals and updates to include, without limitation, information required by applicable law and regulation and by the internal policies of the Lenders.

SECTION 5.12. Depository Banks. Each of the Loan Parties will maintain the Administrative Agent, Bank of America, N.A., The Bank of Nova Scotia (for any Canadian Loan Party) or such other financial institution reasonably acceptable to the Administrative Agent (at the U.S. Borrower's discretion) as its principal depository bank, including for the maintenance of operating, administrative, cash management, collection activity, and other deposit accounts for the conduct of its business.

SECTION 5.13. Additional Collateral; Further Assurances.

(a) Subject to applicable law, each Borrower and each Loan Party will cause each of its Domestic Subsidiaries and Canadian Subsidiaries formed or acquired after the date of this Agreement in accordance with the terms of this Agreement to become a Loan Party by executing (i) in the case of a

Domestic Subsidiary, a U.S. Joinder Agreement and (ii) in the case of a Canadian Subsidiary, a Canadian Joinder Agreement (provided that, without limiting the provisions thereof, any Canadian Collateral of such Canadian Subsidiary shall be excluded from the Collateral securing the U.S. Secured Obligations). Upon execution and delivery thereof, each such Person (i) shall automatically become a Loan Guarantor hereunder and thereupon shall have all of the rights, benefits, duties, and obligations in such capacity under the Loan Documents and (ii) will grant Liens to the Administrative Agent, for the benefit of the Administrative Agent and the applicable Lender Parties, in any property of such Loan Party which constitutes Collateral, under the applicable Security Agreement.

(b) Without limiting the foregoing, each Loan Party will, and will cause each Subsidiary to, execute and deliver, or cause to be executed and delivered, to the Administrative Agent such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of financing statements and other documents and such other actions or deliveries of the type required by Section 4.01, as applicable), which may be required by law or which the Administrative Agent may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Collateral Documents, all at the expense of the Loan Parties.

(c) The Borrowers agree that they will, or will cause their relevant Subsidiaries to, complete each of the actions described on Schedule 5.13 as soon as commercially reasonable and by no later than the date set forth on Schedule 5.13 with respect to such action or such later date as the Administrative Agent (acting in its sole discretion) may reasonably agree.

SECTION 5.14. Borrowing Base Cash Collateral Accounts; Availability Cash Collateral Accounts.

(a) Cash or Cash Equivalents in the U.S. Borrowing Base Cash Collateral Account and Canadian Borrowing Base Cash Collateral Account shall only be included in the applicable Borrowing Base on any day to the extent that the Administrative Agent has received from the bank with respect to which such account is maintained or the Borrower Representative, in such detail as the Administrative Agent shall request, information identifying the amounts of cash and Cash Equivalents held as of the end of the immediately preceding Business Day in each account included in the U.S. Borrowing Base Cash Collateral Account or Canadian Borrowing Base Cash Collateral Account, as applicable.

(b) No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, withdraw any cash or Cash Equivalents from the U.S. Borrowing Base Cash Collateral Account or the Canadian Borrowing Base Cash Collateral Account unless:

(i) the U.S. Borrower has provided the Administrative Agent with at least one Business Day prior notice of such withdrawal; and

(ii) after giving effect to such withdrawal, the Revolving Exposure Limitations would not be exceeded.

(c) No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, withdraw any cash or Cash Equivalents from the U.S. Availability Cash Collateral Account or the Canadian Availability Cash Collateral Account unless:

(i) the Borrower Representative has provided the Administrative Agent with at least one Business Day prior notice of such withdrawal;

(ii) after giving effect to such withdrawal (x) in the case of the U.S. Availability Cash Collateral Account (i) the sum of the aggregate undrawn amount of all outstanding Cash Collateralized Letters of Credit issued for the account of the U.S. Borrower plus, without

duplication, the aggregate unpaid reimbursement obligations with respect to all Cash Collateralized Letters of Credit issued for the account of the U.S. Borrower, does not exceed (ii) the aggregate amount of cash and Cash Equivalents held in the U.S. Availability Cash Collateral Account and designated by the Borrower Representative as being allocated to Cash Collateralized Letters of Credit or (y) in the case of the Canadian Availability Cash Collateral Account (i) the sum of the aggregate undrawn amount of all outstanding Cash Collateralized Letters of Credit issued for the account of the Canadian Borrower plus, without duplication, the aggregate unpaid reimbursement obligations with respect to all Cash Collateralized Letters of Credit issued for the account of the Canadian Borrower, does not exceed (ii) the aggregate amount of cash and Cash Equivalents held in the Canadian Availability Cash Collateral Account and designated by the Borrower Representative as being allocated to Cash Collateralized Letters of Credit; and

(iii) after giving effect to such withdrawal, the Revolving Exposure Limitations would not be exceeded.

ARTICLE VI

Negative Covenants

Until the Commitments have expired or terminated and the principal of and interest on each Loan and all fees, expenses and other amounts payable under any Loan Document have been paid in full and all Letters of Credit have expired or terminated and all LC Disbursements have been reimbursed, each Loan Party executing this Agreement covenants and agrees with the Lenders that:

SECTION 6.01. Indebtedness. No Loan Party shall, nor shall it permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness owed by the U.S. Borrower or any of its Subsidiaries to the U.S. Borrower or any of its Subsidiaries; provided that (x) any Indebtedness owed by a Loan Party to a Subsidiary that is not a Loan Party shall be subordinated to the Obligations (in the case of Indebtedness of any U.S. Loan Party) or the Canadian Obligations (in the case of Indebtedness of any Canadian Loan Party) and (y) any Indebtedness owed by a U.S. Loan Party to a Canadian Loan Party shall be subordinated to the Obligations;

(b) Indebtedness of the U.S. Loan Parties issued in a Capital Markets Transaction, provided such Indebtedness is unsecured and such Indebtedness does not have a stated maturity date or required principal payments earlier than 91 days after the Maturity Date;

(c) Guarantees of the U.S. Borrower under the LS&Co. Trust Agreement; provided that the investment activities of the LS&Co. Trust are in compliance with the Investment Policies;

(d) Guarantees of (i) the U.S. Loan Parties in respect of the obligations of Loan Parties, (ii) the Canadian Loan Parties in respect of the obligations of Canadian Loan Parties and (iii) Foreign Subsidiaries that are not Loan Parties in respect of the obligations of Foreign Subsidiaries that are not Loan Parties, in each case, arising under or in connection with Banking Services in the ordinary course of business;

(e) Indebtedness of the U.S. Borrower and its Subsidiaries outstanding on the ~~Second~~ Amendment ~~and Restatement~~No. 8 Effective Date and listed on Schedule 6.01 and any Permitted Refinancing Indebtedness in respect thereof; provided that intercompany Indebtedness set forth on Schedule 6.01 may not be refinanced pursuant to Section 6.01(e) with third-party Indebtedness;

(f) Indebtedness of the Loan Parties under the Loan Documents;

(g) Indebtedness of the U.S. Borrower and its Subsidiaries secured by Liens permitted by Section 6.02(c) not to exceed in the aggregate $200,000,000 at any time outstanding;

(h) Indebtedness of the U.S. Borrower or any Subsidiary in respect of Swap Agreements permitted under Section 6.07;

(i) so long as the Minimum Intercompany Transaction Requirement is met (unless pro forma Availability is not less than the greater of (x) $75.0 million and (y) 10% of the Line Cap, in which case, the Minimum Intercompany Transaction Requirement need not be met), Indebtedness (in the case of Indebtedness of (A) any U.S. Loan Party to any Subsidiary that is not a U.S. Loan Party or (B) any Canadian Loan Party to any Subsidiary that is not a Loan Party, maturing at least six months after the Maturity Date) of the U.S. Borrower and its Subsidiaries to LSIFCS or any other Affiliate of the U.S. Borrower providing services similar to the services provided by LSIFCS in the ordinary course of business and Indebtedness (in the case of Indebtedness of (A) any U.S. Loan Party to any Subsidiary that is not a U.S. Loan Party or (B) any Canadian Loan Party to any Subsidiary that is not a Loan Party, maturing at least six months after the Maturity Date) of LSIFCS or any other Affiliate of the U.S. Borrower providing services similar to the services provided by LSIFCS to the U.S. Borrower and any of its other Subsidiaries in the ordinary course of business;

(j) Indebtedness of the U.S. Borrower and its Subsidiaries in the form of Real Estate Financing Transactions and any Permitted Refinancing Indebtedness in respect thereof, provided the aggregate principal amount of all Indebtedness permitted under this Section 6.01(j) and Section 6.01(k) (including all such Indebtedness existing on the ~~Second~~ Amendment ~~and Restatement~~No. 8 Effective Date and listed on Schedule 6.01) does not exceed in the aggregate $350,000,000 at any time outstanding;

(k) Indebtedness of the U.S. Borrower and its Subsidiaries in the form of Equipment Financing Transactions and any Permitted Refinancing Indebtedness in respect thereof, provided the aggregate principal amount of all Indebtedness permitted under this Section 6.01(k) and Section 6.01(j) (including all such Indebtedness existing on the ~~Second~~ Amendment ~~and Restatement~~No. 8 Effective Date and listed on Schedule 6.01) does not exceed in the aggregate $350,000,000 at any time outstanding;

(l) Indebtedness arising from agreements of the U.S. Borrower or any of its Subsidiaries providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred in connection with the disposition of any business, assets or Equity Interests of a Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Equity Interests of a Subsidiary; provided, however, that the maximum aggregate liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the U.S. Borrower or such Subsidiary in connection with such disposition;

(m) customary unsecured indemnification obligations and other unsecured Guarantees of the U.S. Borrower incurred in connection with any Permitted Foreign Receivables Transaction or any Foreign Inventory Transaction;

(n) Indebtedness of the U.S. Borrower to any of its Subsidiaries or of any of its Subsidiaries to any of its Subsidiaries in connection with transactions incurred in the ordinary course of business in an amount not to exceed the value thereof and any related servicing fees;

(o) Indebtedness of the U.S. Borrower and its Subsidiaries arising from the honoring of a check, draft, wire transfer or similar instrument against insufficient funds; provided that such Indebtedness is unsecured other than by a Lien permitted pursuant to Section 6.02(l) or is supported by a Letter of Credit;

(p) Indebtedness of any Foreign Subsidiary (other than a Canadian Subsidiary) to any Person other than the U.S. Borrower or any of its Subsidiaries and any related unsecured Guarantees

issued by the U.S. Borrower or any other Loan Party, including, without limitation, Indebtedness incurred in connection with any Permitted Foreign Receivables Transaction or any Foreign Inventory Transaction;

(q) Indebtedness of the U.S. Loan Parties secured by assets not constituting Collateral in reliance on Section 6.02(o); provided that such Indebtedness has a final maturity that is at least six months after the Maturity Date and does not have scheduled amortization in excess of 1% per annum of the original principal amount thereof in any four Fiscal Quarter period prior to that date that is six months after the Maturity Date;

(r) in addition to the foregoing Sections 6.01(a)-(q) and without duplication, Indebtedness of the U.S. Borrower and its Subsidiaries, provided that the aggregate principal amount of all Indebtedness outstanding at any time under this Section 6.01(r) shall not exceed the greater of (x) $200,000,000 and (y) 10% of the Consolidated Net Tangible Assets of the U.S. Borrower, in each case at any time outstanding;

(s) Capital Lease Obligations of the U.S. Borrower or any of its Subsidiaries not exceeding $100,000,000 in aggregate principal amount at any time outstanding;

(t) obligations of the U.S. Borrower to purchase Equity Interests from present or former employees, directors or other recipients (and their beneficiaries) of such Equity Interests under the U.S. Borrower's incentive compensation plans and agreements as provided under such plans and agreements;

(u) Indebtedness of a Subsidiary of the U.S. Borrower acquired after the Second Amendment and Restatement Effective Date outstanding on the date on which that Subsidiary was acquired by the U.S. Borrower (other than Indebtedness incurred as consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of transactions pursuant to which that Subsidiary became a Subsidiary of the U.S. Borrower); provided that at the time that such Subsidiary became a Subsidiary of the U.S. Borrower and after giving effect to the incurrence of that Indebtedness, (i) the U.S. Borrower would be in compliance with the Consolidated Fixed Charge Coverage Ratio test set forth in Section 6.14 (whether or not such covenant is otherwise then applicable) or (ii) such Consolidated Fixed Charge Coverage Ratio would have been greater than such ratio immediately prior to such transaction; and

(v) Indebtedness in connection with one or more standby letters of credit or performance bonds issued by the U.S. Borrower or any of its Subsidiaries in the ordinary course of business or pursuant to self-insurance obligations and not in connection with the borrowing of money or the obtaining of advances or credit.

SECTION 6.02. Liens. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than the following:

(a) Permitted Encumbrances;

(b) Liens existing on the ~~Second~~ Amendment ~~and Restatement~~No. 8 Effective Date and listed on Schedule 6.02 and any renewals or extensions thereof, provided that the property covered thereby is not increased (except as contemplated thereby) and any renewal or extension of the obligations secured or benefited thereby constitutes Permitted Refinancing Indebtedness;

(c) purchase money Liens upon or in real property or Equipment acquired or held by the U.S. Borrower or any of its Subsidiaries in the ordinary course of business to secure the purchase price of such property or to secure Indebtedness incurred solely for the purpose of financing the acquisition or improvement of any such property to be subject to such Liens and any Permitted

Refinancing Indebtedness in respect thereof, or Liens existing on any such property at the time of acquisition (other than any such Liens created in contemplation of such acquisition that do not secure the purchase price) and any Permitted Refinancing Indebtedness in respect thereof; provided, however, that no such Lien shall extend to or cover any property other than the property being acquired or improved; and provided, further, that the aggregate principal amount of the Indebtedness secured by Liens permitted by this Section 6.02(c) shall not exceed the amount permitted under Section 6.01(g);

(d) Liens consisting of assignments, pledges or deposits securing the performance of, or payment in respect of, the customs duties owed to customs and revenue authorities arising in the ordinary course of business and as a matter of law in connection with the importation of goods, or securing guarantees, standby letters of credit, performance bonds or other similar bonds which, in turn, secure the payment of such customs duties to customs or revenue authorities;

(e) Liens arising in connection with Capital Lease Obligations permitted under Section 6.01(s); provided that no such Lien shall extend to or cover any Collateral or assets other than the assets subject to such Capital Lease Obligations and the proceeds thereof;

(f) Liens (other than Liens on assets of LSIFCS) attaching to ownership interests in joint ventures (whether in partnership, corporate or other form) or attaching to intellectual property rights relating to such joint ventures;

(g) Liens (other than Liens on assets of LSIFCS) created in connection with (A) Equipment Financing Transactions and Permitted Refinancing Indebtedness in respect thereof permitted under Section 6.01(k) and (B) Real Estate Financing Transactions and Permitted Refinancing Indebtedness in respect thereof permitted under Section 6.01(j); provided, however, that no such Lien shall extend to or cover property (other than the property subject to such Equipment Financing Transaction or Real Estate Financing Transaction) or Collateral;

(h) Liens created pursuant to applications or reimbursement agreements pertaining to documentary letters of credit which encumber documents and goods of the U.S. Borrower or any of its Subsidiaries (other than LSIFCS or the LS&Co. Trust) constituting part of the goods covered by the applicable letter of credit and the products and proceeds thereof;

(i) Liens in favor of the counterparty to a repurchase agreement entered into in the ordinary course of business and permitted under Section 6.04(d) on the Cash Equivalents that are the subject of such repurchase agreement;

(j) any interest or title of a lessor or a sublessor and any restriction or encumbrance to which the interest or title of such lessor or sublessor may be subject that is incurred in the ordinary course of business and, either individually or when aggregated with all other permitted Liens in effect on any date of determination, could not be reasonably expected to have a Material Adverse Effect;

(k) leases or subleases granted to others not interfering with the ordinary conduct of the business of the grantor thereof;

(l) Liens arising solely by virtue of any statutory or common law provision relating to banker's Liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution, or by virtue of the terms of a customary account agreement relating to a deposit account; provided that (i) such deposit account is not a U.S. Borrowing Base Cash Collateral Account or Canadian Borrowing Base Cash Collateral Account and is not subject to restrictions against access by the U.S. Borrower or any of its Subsidiaries owning the affected deposit account or other funds maintained with a creditor depository institution in excess of those set forth by regulations promulgated by the Federal Reserve Board or any foreign regulatory agency performing an equivalent function, and (ii) such deposit account is not intended by the U.S. Borrower or any of its

Subsidiaries to provide collateral (other than such as is ancillary to the establishment of such deposit account) to the depository institution;

(m) Liens, assignments and pledges of rights to receive premiums, interest or loss payments or otherwise arising in connection with any insurance or reinsurance agreements pertaining to losses covered by insurance, and Liens (including, without limitation and to the extent constituting Liens, negative pledges) in favor of insurers or reinsurers on pledges or deposits by the U.S. Borrower or any of its Subsidiaries under workmen's compensation laws, unemployment insurance laws or similar legislation;

(n) Liens on property of any Foreign Subsidiary (other than a Canadian Loan Party) securing obligations of Foreign Subsidiaries (other than a Canadian Loan Party);

(o) In addition to the foregoing Sections 6.02(a)-(n), Liens on assets other than Collateral securing Indebtedness permitted by Section 6.01 in an aggregate principal amount not to exceed the greater of (x) an amount equal to $1,600,000,000 minus the aggregate amount of the Commitments then in effect and (y) the amount that, on a pro forma basis assuming all Commitments then in effect were fully drawn, would not cause the Secured Leverage Ratio of the U.S. Borrower to exceed 3.25 to 1.00 as of the most recent date for which financial statements have been delivered pursuant to Section 5.01(a) or (b) prior to the date of incurrence of such Liens; provided that in the case of each of clauses (x) and (y), the trustee or agent, as applicable, for the holders of the Indebtedness secured by such Liens enter into a customary intercreditor agreement with the Administrative Agent in form and substance reasonably satisfactory to the Administrative Agent and the Lenders;

(p) Liens on cash, Cash Equivalents or other assets of the U.S. Borrower or any of its Subsidiaries deposited in a margin account securing Ordinary Course Swap Agreements permitted under Section 6.01(h);

(q) in addition to the foregoing Sections 6.02(a)-(p), other Liens on assets other than Collateral securing Indebtedness outstanding of the U.S. Borrower or any of its Subsidiaries (other than the LS&Co. Trust) permitted by Section 6.01 in an aggregate principal amount not to exceed 5.0% of the Consolidated Net Tangible Assets of the U.S. Borrower as of the most recent date for which financial statements have been delivered pursuant to Section 5.01(a) or (b) prior to the date of incurrence of such Liens;

(r) Liens (including, without limitation and to the extent constituting Liens, negative pledges) on intellectual property arising from intellectual property licenses entered into in the ordinary course of business;

(s) Liens on cash or Cash Equivalents held as proceeds of Permitted Refinancing Indebtedness pending the payment, purchase, defeasance or other retirement of the Indebtedness being refinanced;

(t) [reserved]; and

(u) ordinary course Liens in favor of e-commerce platforms pursuant to agreements therewith in respect of obligations not to exceed $10,000,000 in the aggregate.

SECTION 6.03. Fundamental Changes. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, merge, amalgamate, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except that, so long as no Default or Event of Default has occurred and is continuing or would result therefrom:

(a) any Domestic Subsidiary may merge into or consolidate with, or may be liquidated, wound-up or dissolved into, the U.S. Borrower or any other Domestic Subsidiary; provided that (i) the Person formed by such merger or consolidation, or into which such Domestic Subsidiary is liquidated, wound-up or dissolved (A) in the case of any such transaction involving the U.S. Borrower, shall be the U.S. Borrower and (B) in the case of any such transaction involving a U.S. Guarantor and not the U.S. Borrower, shall be a U.S. Guarantor and (ii) concurrently with or prior to the consummation of such transaction, the U.S. Borrower shall have or caused to be delivered to the Administrative Agent such instruments, agreements or other documents as the Administrative Agent may reasonably request;

(b) any Canadian Subsidiary may merge into, amalgamate or consolidate with, or may be liquidated, wound-up or dissolved into, the Canadian Borrower or any other Canadian Subsidiary; provided that (i) the Person formed by such merger, amalgamation or consolidation, or into which such Canadian Subsidiary is liquidated, wound-up or dissolved (A) in the case of any such transaction involving the Canadian Borrower, shall be the Canadian Borrower and (B) in the case of any such transaction involving a Multicurrency Loan Guarantor and not the Canadian Borrower, shall be a Multicurrency Loan Guarantor and (ii) concurrently with or prior to the consummation of such transaction, the Canadian Borrower shall have or caused to be delivered to the Administrative Agent such instruments, agreements or other documents as the Administrative Agent may reasonably request;

(c) any Foreign Subsidiary (other than a Canadian Loan Party) may merge into or consolidate with, or may be liquidated, wound-up or dissolved into, the U.S. Borrower or any Subsidiary; provided that the Person formed by such merger or consolidation, or into which such Foreign Subsidiary is liquidated, wound-up or dissolved (i) in the case of any such transaction involving the U.S. Borrower shall be the U.S. Borrower, (ii) in the case of any such transaction involving the Canadian Borrower shall be the Canadian Borrower and (iii) in the case of any such transaction involving a Loan Guarantor and not the U.S. Borrower or the Canadian Borrower, shall be a Loan Guarantor;

(d) the LS&Co. Trust may merge into or consolidate with any other trust adopted and maintained by the U.S. Borrower for a similar purpose pursuant to a trust agreement in form and substance reasonably satisfactory to the Administrative Agent;

(e) the U.S. Borrower and any of its Subsidiaries may make any Disposition permitted pursuant to Section 6.05(k) or 6.05(m); and

(f) the U.S. Borrower and any of its Subsidiaries may make Dispositions permitted by Section 6.05(p).

SECTION 6.04. Investments, Loans, Advances, Guarantees and Acquisitions. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, make or hold any Investments, except:

(a) loan Investments existing on the ~~Second~~ Amendment ~~and Restatement~~No. 8 Effective Date and described on Schedule 6.04 and any extensions or renewals thereof or conversions of any such loan Investments to equity Investments;

(b) equity Investments by the U.S. Borrower and its Subsidiaries in their Subsidiaries existing on the ~~Second~~ Amendment ~~and Restatement~~No. 8 Effective Date and described on Schedule 6.04;

(c) advances by the U.S. Borrower or any of its Subsidiaries to officers, directors and employees of the U.S. Borrower or any of its Subsidiaries for travel, entertainment, relocation and analogous ordinary business purposes;

(d) Investments by the U.S. Borrower or any Domestic Subsidiary in Short-term Investments held either (i) in an account subject to a control agreement or (ii) in an account not subject to

a control agreement, provided that the aggregate amount of assets of all Loan Parties in all accounts of all such Persons not subject to control agreements in favor of the Administrative Agent at no time exceeds $10,000,000;

(e) Investments by the U.S. Borrower or any of its Domestic Subsidiaries in the form of extensions of credit to customers or direct or indirect suppliers of the U.S. Borrower or any of its Domestic Subsidiaries in the ordinary course of business;

(f) Investments by (i) any U.S. Loan Party in any other U.S. Loan Party, (ii) any Canadian Loan Party in any Loan Party and (iii) any Subsidiary of the U.S. Borrower that is not a Loan Party in the U.S. Borrower or any of its Subsidiaries;

(g) Investments by any Foreign Subsidiary (other than a Canadian Loan Party);

(h) Investments consisting of mergers and consolidations permitted under Section 6.03 and Restricted Payments and payments of other Indebtedness permitted under Section 6.08;

(i) so long as the Minimum Intercompany Transaction Requirement is met (unless pro forma Availability is not less than the greater of (x) $75.0 million and (y) 10% of the Line Cap, in which case the Minimum Intercompany Transaction Requirement need not be met), Investments among the U.S. Borrower and any of its Subsidiaries;

(j) other Investments by the U.S. Borrower and its Subsidiaries in any Subsidiary of the U.S. Borrower not otherwise permitted under this Section 6.04, provided that (i) no Default or Event of Default shall have occurred and be continuing at the time such Investment is made or after giving effect thereto and (ii) after giving effect thereto, pro forma Availability is not less than the greater of (x) $100.0 million and (y) 15% of the Line Cap;

(k) other Investments by the U.S. Borrower and its Subsidiaries not otherwise permitted under this Section 6.04, provided that (i) no Default shall have occurred and be continuing at the time such Investment is made or after giving effect thereto and (ii) after giving effect thereto, (1) such other Investments by the U.S. Borrower and its Subsidiaries pursuant to this clause (k) shall not exceed $40,000,000 in the aggregate and (2) the Consolidated Fixed Charge Coverage Ratio for the period of four consecutive Fiscal Quarters ended on the last day of the Fiscal Quarter most recently reported is not less than 1.00 to 1.00;

(l) Investments by the U.S. Borrower into the LS&Co. Trust and by the LS&Co. Trust permitted by the LS&Co. Trust Agreement;

(m) any Investment made in a Person to the extent the Investment represents the non-cash portion of the consideration received in connection with a Disposition consummated in compliance with clause (l) of Section 6.05;

(n) to the extent constituting Investments, Swap Agreements permitted under Section 6.07; and

(o) Investments by the U.S. Borrower or any Domestic Subsidiary in Permitted Investments managed by a third-party investment manager that is a "Registered Investment Advisor" (as defined in the Investment Company Act of 1940) and that is a Lender or an Affiliate thereof or otherwise reasonably acceptable to the Administrative Agent; provided that at all times that any Investment made pursuant to this clause (o) is outstanding, (i) the U.S. Borrower and its Domestic Subsidiaries shall have at least $200.0 million of cash in accounts of the U.S. Borrower or any U.S. Guarantor subject to a control agreement in favor of the Administrative Agent that constitutes Collateral securing the Secured Obligations and (ii) any such cash referred to in subclause (i) in an amount equal to the greater of $200.0

million and the amount of Investments made pursuant to this clause (o) shall not be included in the U.S. Borrowing Base, the Canadian Borrowing Base or the Borrowing Base;

provided, further, that (i) the requirements of this Section 6.04 (other than the requirements of Section 6.04(d)) shall not apply to any Investment when the Payment Conditions with respect thereto are satisfied and the Loan Parties shall have delivered to the Administrative Agent either a certificate of a Financial Officer (with reasonably detailed calculations) certifying satisfaction of the Payment Conditions or other evidence of the same reasonably satisfactory to the Administrative Agent and (ii) no Default or Event of Default shall be deemed to have occurred if the Payment Conditions with respect to any Investment cease to be satisfied based solely on any Investments made when the Payment Conditions with respect thereto were satisfied.

SECTION 6.05. Asset Sales. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, make any Disposition or enter into any agreement to make any Disposition, except:

(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business, including any property no longer used in the business;

(b) Dispositions of Inventory (i) in the ordinary course of business or (ii) by the U.S. Borrower or any of its Subsidiaries to the U.S. Borrower or any of its Subsidiaries in arm's-length transactions in the ordinary course of business;

(c) Dispositions of past due accounts receivable to collection agencies in connection with the collection thereof in the ordinary course of business;

(d) Dispositions by any Foreign Subsidiary (other than a Canadian Loan Party);

(e) Dispositions permitted by Section 6.03;

(f) Dispositions of real property pursuant to Real Estate Financing Transactions permitted under Section 6.01(j);

(g) Dispositions of accounts receivable and other payment obligations owing to Loan Parties (x) in the ordinary course so long as the Outstanding Receivables Amount (i) does not exceed $75,000,000 at any time and (ii) does not consist of Accounts and other payment obligations of more than two Account Debtors at any time and/or (y) [reserved];

(h) Transfers and contributions of funds from time to time (i) by the U.S. Borrower to trusts adopted and maintained by the U.S. Borrower in connection with the deferred compensation plans adopted by the U.S. Borrower (collectively, the "LS&Co. Deferred Compensation Plan") for the purpose of contributing funds to be held until paid to participants in the LS&Co. Deferred Compensation Plan and their beneficiaries (together with any successors, collectively, the "LS&Co. Trust") pursuant to the related trust agreements (collectively, the "LS&Co. Trust Agreement") and (ii) by the LS&Co. Trust to plan participants or the U.S. Borrower in accordance with the LS&Co. Trust Agreement;

(i) Licenses of intellectual property rights (other than, prior to the Trademark Release Date, the Eligible Trademark Collateral) other than in the ordinary course of business or other Dispositions of all right, title and interest in any intellectual property (other than, prior to the Trademark Release Date, licenses of the Eligible Trademark Collateral), provided that each such Disposition is for fair market value (in the case of any material Disposition, as determined in good faith by the board of directors of the U.S. Borrower), provided, further, that, with respect to the intellectual property subject to any such Disposition, the sales in the applicable jurisdictions for the prior twelve-month period of Inventory using such intellectual property in the production thereof do not in the aggregate (A) with

respect to any single Disposition (or series of related Dispositions) account for more than five percent (5%) of the consolidated net sales of the U.S. Borrower and its Subsidiaries for the prior twelve-month period and (B) with respect to all such Dispositions account for more than ten percent (10%) of the consolidated net sales of the U.S. Borrower and its Subsidiaries for the prior twelve-month period;

(j) Dispositions of equipment pursuant to Equipment Financing Transactions permitted under Section 6.01(k);

(k) so long as the Minimum Intercompany Transaction Requirement is met (unless pro forma Availability is not less than the greater of (x) $75.0 million and (y) 10% of the Line Cap, in which case, the Minimum Intercompany Transaction Requirement need not be met), Dispositions by the U.S. Borrower or any of its Subsidiaries to the U.S. Borrower or any of its Subsidiaries of property other than Inventory, Accounts and, on or prior to the Trademark Release Date, the Eligible Trademark Collateral; provided that nothing in this Agreement or the other Loan Documents shall prohibit Dispositions by any of the U.S. Loan Parties to any of the other U.S. Loan Parties;

(l) other Dispositions by the U.S. Borrower and its Subsidiaries of property other than Inventory, Accounts and intellectual property (other than following the Trademark Release Date, the Eligible Trademark Collateral); provided that (i) at the time of any such Disposition, no Default or Event of Default shall exist or shall result from such Disposition; (ii) the consideration received for such Disposition shall be in an amount at least equal to the fair market value of the assets sold, transferred, licensed or otherwise disposed of; (iii) at least seventy-five percent (75%) of the consideration received for such Disposition shall be cash; and (iv) the aggregate fair market value of all assets so sold, transferred, licensed or otherwise disposed of by the U.S. Borrower and its Subsidiaries shall not exceed $50,000,000 in any Fiscal Year;

(m) Dispositions constituting leases or subleases granted to others in the ordinary course of business not interfering with the ordinary conduct of the business of the grantor thereof;

(n) Dispositions involving the liquidation of any Foreign Subsidiary (other than a Canadian Loan Party) held directly by any Borrower or any Guarantor, provided that such Disposition is for the purpose of converting the U.S. Borrower's business in such foreign region into licensee operations;

(o) Dispositions of Short-term Investments in exchange for cash or other Short-term Investments;

(p) Dispositions by the U.S. Borrower and its Subsidiaries of art and archived materials (as reasonably determined in good faith by the U.S. Borrower) with the fair market value (as reasonably determined in good faith by the U.S. Borrower) not to exceed $15,000,000 in the aggregate during the term of this Agreement; provided that (i) such art or archived materials do not constitute Inventory, Accounts or, on or prior to the Trademark Release Date, Eligible Trademark Collateral; (ii) such art or archived materials do not constitute a productive asset of the general type used in the business of the U.S. Borrower and its Subsidiaries; (iii) at the time of any such Disposition, no Default or Event of Default shall exist or result from such Disposition; and (iv) the $15,000,000 limit shall not apply as to the fair market value of any such Dispositions made in the form of a cash-less donation; and

(q) licenses of intellectual property in the ordinary course of business.

SECTION 6.06. Sale and Leaseback Transactions. Except as otherwise permitted pursuant to Section 6.01 and Section 6.05, no Loan Party shall, nor shall it permit any of its Subsidiaries or the LS&Co. Trust to, enter into any arrangement, directly or indirectly, whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred.

SECTION 6.07. Swap Agreements. No Loan Party shall, nor shall it permit any of its Subsidiaries or the LS&Co. Trust to, enter into any Swap Agreement, except (a) Swap Agreements entered into to hedge or mitigate risks to which any Borrower or any Subsidiary has actual exposure (other than those in respect of Equity Interests of any Borrower or any of its Subsidiaries), (b) Swap Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from floating to fixed rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of any Borrower or any Subsidiary, and (c) Ordinary Course Swap Agreements.

SECTION 6.08. Restricted Payments; Certain Payments of Indebtedness.

(a) No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, pay or make, directly or indirectly, any Restricted Payments, except that, so long as no Default or Event of Default shall have occurred and be continuing at the time of any action described below or would result therefrom: (i) the U.S. Borrower may declare and pay dividends and distributions payable only in Equity Interests (other than Disqualified Stock) of the U.S. Borrower, (ii) the U.S. Borrower may purchase Equity Interests from present or former employees, directors or other recipients (and their beneficiaries) of such Equity Interests under the U.S. Borrower's incentive compensation plans and agreements as provided under such plans and agreements for aggregate consideration not to exceed $35.0 million in any twelve (12) Fiscal Month period, (iii) Restricted Payments to a U.S. Loan Party, (iv) Restricted Payments by any Foreign Subsidiary to any Canadian Loan Party and (v) Restricted Payments by any Foreign Subsidiary (other than a Canadian Loan Party) to any Foreign Subsidiary; provided that (i) the requirements of this Section 6.08(a) shall not apply to any Restricted Payment when the Payment Conditions with respect thereto are satisfied and the Loan Parties shall have delivered to the Administrative Agent either a certificate of a Financial Officer (with reasonably detailed calculations) certifying satisfaction of the Payment Conditions or other evidence of the same reasonably satisfactory to the Administrative Agent and (ii) no Default or Event of Default shall be deemed to have occurred if the Payment Conditions with respect to any Restricted Payment cease to be satisfied based solely on any Restricted Payments made when the Payment Conditions with respect thereto were satisfied.

(b) No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner (collectively, a "prepayment") any Indebtedness, except (i) the prepayment of the Loans in accordance with the terms of this Agreement, (ii) the prepayment of Indebtedness payable to a U.S. Loan Party, (iii) the prepayment of Indebtedness payable to a Canadian Loan Party by any Foreign Subsidiary, (iv) the prepayment of Indebtedness owed to any Foreign Subsidiary by any Foreign Subsidiary (other than a Canadian Loan Party), (v) the prepayment of the outstanding principal amount of, premium or penalty, if any, and interest on any Indebtedness (other than the Loans) that is secured by a Lien on the stock or assets in question and that is required to be repaid under the terms thereof as a result of a permitted Disposition, (vi) the prepayment of Indebtedness, in whole or in part, from the net cash proceeds of (or in exchange for) Permitted Refinancing Indebtedness, (vii) the close out of Ordinary Course Swap Agreements, (viii) the prepayment of Indebtedness of the U.S. Borrower to any of its Subsidiaries and Indebtedness of any of its Subsidiaries to the U.S. Borrower or any of its other Subsidiaries to the extent such Indebtedness to be prepaid is permitted pursuant to Section 6.01, in each case, in accordance with any subordination terms thereof; provided in the case of a prepayment of Indebtedness of a Loan Party, at the time of such prepayment, such Loan Party would have been permitted to make an Investment in the Person to whom such prepayment is made in the amount of such prepayment and (ix) prepayment, redemption, defeasance, repurchase or other acquisition or retirement for value of the Existing Dollar Notes and the Existing Euro Notes, in each case required pursuant to the terms thereof as in effect on the Second Amendment and Restatement Effective Date; provided that (i) the requirements of this Section 6.08(b) shall not apply to any payment in respect of any Indebtedness when the Payment Conditions with respect to such payment are satisfied and the Loan Parties shall have delivered to the Administrative Agent either a certificate of a Financial Officer (with reasonably detailed calculations) certifying satisfaction of the Payment Conditions or other evidence of the same reasonably satisfactory to the Administrative Agent and (ii) no Default or Event of Default shall be deemed to have occurred if the Payment Conditions with respect to any such payment in respect of

Indebtedness cease to be satisfied based solely on any payments in respect of Indebtedness made when the Payment Conditions with respect thereto were satisfied.

SECTION 6.09. Transactions with Affiliates. Except as permitted by Section 6.08(a), no Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, enter into any transaction of any kind with any Affiliate of any Loan Party, whether or not in the ordinary course of business, other than on terms substantially as favorable to the U.S. Borrower or such Subsidiary or the LS&Co. Trust as would be obtainable by the U.S. Borrower or such Subsidiary or the LS&Co. Trust at the time in a comparable arm's-length transaction with a Person other than an Affiliate; provided that Dispositions permitted by Section 6.05(p) shall not be subject to these limitations.

SECTION 6.10. Restrictive Agreements. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, enter into or suffer to exist any agreement or arrangement limiting the ability of any of such Subsidiaries or the LS&Co. Trust to declare or pay dividends or other distributions in respect of its Equity Interests or repay or prepay any Indebtedness owed to, make loans or advances to, or otherwise transfer assets to or invest in, the U.S. Borrower or any of such Subsidiaries or the LS&Co. Trust (whether through a covenant restricting dividends, loans, asset transfers or investments, a financial covenant or otherwise), except (a) the Loan Documents, (b) restrictions on the declaration or payment or other distributions in respect of such Equity Interests contained in documentation for any Indebtedness permitted under Section 6.01(b), provided such restrictions are not more restrictive than the restrictions contained in the unsecured Indebtedness listed on Schedule 6.01 as in effect on the ~~Second~~ Amendment ~~and Restatement~~No. 8 Effective Date, (c) restrictions on the transfer of the property subject to Equipment Financing Transactions permitted under Section 6.01(k) and Real Estate Financing Transactions permitted under Section 6.01(j) and Dispositions permitted under Section 6.05, (d) restrictions placed on the transfer by a Subsidiary of intellectual property rights granted by the U.S. Borrower in connection with the terms of licenses between the U.S. Borrower and any of its Subsidiaries relating to such intellectual property rights, (e) restrictions required to be placed on the transfer of property pursuant to a Lien permitted under Section 6.02, and (f) restrictions contained in the documentation for Indebtedness secured by a Lien permitted under Section 6.02(o) that are customary for financings of that type as determined in good faith by the board of directors of the U.S. Borrower.

SECTION 6.11. Amendment of Material Documents.

(a) No Loan Party shall, nor shall it permit any of its Subsidiaries or the LS&Co. Trust to, amend, modify or waive any of its rights under (i) any agreement relating to any Subordinated Indebtedness or (ii) its certificate of incorporation, by-laws, operating, management or partnership agreement or other organizational documents to the extent any such amendment, modification or waiver would be materially adverse to the Lenders.

(b) No Loan Party shall, nor shall it permit any of its Subsidiaries or the LS&Co. Trust to, amend or otherwise change the terms of any Indebtedness (including without limitation any terms of any security agreement relating to any Indebtedness) in a manner that is materially adverse to the Lenders.

SECTION 6.12. Negative Pledges. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries or the LS&Co. Trust to, directly or indirectly, enter into or suffer to exist, any agreement prohibiting or conditioning the creation or assumption of any Lien upon any of its property or assets except:

(a) negative pledges existing on property of the U.S. Borrower and its Subsidiaries on the ~~Second~~ Amendment ~~and Restatement~~No. 8 Effective Date and listed on Schedule 6.12;

(b) negative pledges in favor of the Administrative Agent, the Multicurrency Administrative Agent and the Lenders pursuant to the Loan Documents;

(c) negative pledges in connection with any purchase money Indebtedness permitted under Section 6.01(g) solely to the extent that the agreement or instrument governing such Indebtedness prohibits a Lien on the property acquired with the proceeds of such Indebtedness;

(d) negative pledges in connection with any Capital Lease Obligation permitted under Section 6.01(s) solely to the extent that such Capital Lease Obligation prohibits a Lien on the property subject thereto;

(e) negative pledges on the property subject to Equipment Financing Transactions permitted under Section 6.01(k) and Real Estate Financing Transactions permitted under Section 6.01(j), and negative pledges on the property subject to Liens permitted under Section 6.02;

(f) negative pledges on intellectual property rights (other than, prior to the Trademark Release Date, Eligible Trademark Collateral) licensed from third parties;

(g) negative pledges with respect to Indebtedness of Foreign Subsidiaries (other than Canadian Loan Parties) that only apply to the assets of such Foreign Subsidiaries; and

(h) negative pledges in Indebtedness permitted by Section 6.01; provided that such negative pledges do not restrict the Loan Parties from securing the Obligations with Liens on any of their assets (except for restrictions contained in Indebtedness secured by Liens permitted by Section 6.02 which Liens apply only to the assets securing such Indebtedness).

SECTION 6.13. Changes in Nature of Business; Fiscal Year. No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, directly or indirectly engage in any material line of business not related, incidental or complementary to the manufacture and sale of clothing and accessories. The LOS Business is a business that is related to, complementary to, or incidental to the manufacture and sale of clothing within the meaning of the preceding sentence. No Loan Party shall change its fiscal year-end to a date other than the date specified (as of the Second Amendment and Restatement Effective Date) in the definition of Fiscal Year.

SECTION 6.14. Financial Covenant. During any Compliance Period, the Borrower will not permit the Consolidated Fixed Charge Coverage Ratio for any twelve Fiscal Month period ending on the last day of each Fiscal Month, commencing with the Fiscal Month most recently ended prior to the commencement of such Compliance Period for which financial statements have been delivered pursuant to this Agreement or as of the last day of any subsequent Fiscal Month thereafter until the end of such Compliance Period, to be less than 1.0 to 1.0.

ARTICLE VII

Events of Default

If any of the following events ("Events of Default") shall occur:

(a) any Borrower shall fail to pay any principal of any Loan or any reimbursement obligation in respect of any LC Disbursement when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise;

(b) any Borrower shall fail to pay (i) any interest on any Loan payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five Business Days or (ii) any fee or any other amount (other than an amount referred to in clause (a) of this Article) payable under this Agreement, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of five Business Days after written notice thereof from the Administrative Agent (which written notice shall be given at the request of any Lender);

(c) any representation or warranty made or deemed made by or on behalf of any Loan Party or any Subsidiary in, or in connection with, this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with this Agreement or any other Loan Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder, shall prove to have been materially incorrect when made or deemed made;

(d) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in Section 5.02(a), 5.03 (with respect to a Loan Party's existence), 5.08, 5.11 or in Article VI;

(e) any Loan Party shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those which constitute a default under another Section of this Article) or any other Loan Document, and such failure shall continue unremedied for a period of (i) 5 Business Days after the earlier of any Loan Party's knowledge of such breach or written notice thereof from the Administrative Agent (which written notice will be given at the request of any Lender) if such breach relates to terms or provisions of Section 5.01(e), (f), (g) or (h) (or 2 Business Days if subclause (ii) of the proviso in Section 5.01(e) shall apply), or (ii) 30 days after the earlier of any Loan Party's knowledge of such breach or written notice thereof from the Administrative Agent (which written notice will be given at the request of any Lender) if such breach relates to terms or provisions of any other Section of this Agreement or any other Loan Document;

(f) any Loan Party or any Subsidiary shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any Material Indebtedness, when and as the same shall become due and payable, including the passage of any notice and cure periods for such Material Indebtedness;

(g) any event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf to cause any Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its scheduled maturity; provided that this clause (g) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness;

(h) an involuntary case or proceeding shall be commenced or an involuntary petition shall be filed seeking (i) bankruptcy, liquidation, winding up, dissolution, reorganization or other relief in respect of a Loan Party or any Material Domestic Subsidiary or its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law including any Insolvency Law now or hereafter in effect, (ii) the appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, sequestrator, monitor, administrator, liquidator, conservator or similar official for any Loan Party or any Material Domestic Subsidiary or for a substantial part of its assets, (iii) possession, foreclosure, seizure or retention, sale or other disposition of, or other proceedings to enforce security over, all or any substantial part of the assets, of such Loan Party or any Material Domestic Subsidiary, or (iv) the composition, rescheduling, reorganization, arrangement or readjustment of, or other relief from, or stay of proceedings to enforce, some or all of the debts or obligations of any Loan Party or any Material Domestic Subsidiary, and in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered;

(i) any Loan Party or any Material Domestic Subsidiary shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law including any Insolvency Law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (h) of this Article, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for such Loan

Party or any Material Domestic Subsidiary or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(j) any Loan Party or any Material Domestic Subsidiary shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(k) (i) one or more judgments for the payment of money in an aggregate amount in excess of $50,000,000 shall be rendered against any Loan Party, any Subsidiary of any Loan Party or any combination thereof and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of any Loan Party or any Subsidiary of any Loan Party to enforce any such judgment; or (ii) any Loan Party or any Subsidiary of any Loan Party shall fail within 30 days to discharge one or more non-monetary judgments or orders which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, which judgments or orders, in any such case, are not stayed on appeal or otherwise being appropriately contested in good faith by proper proceedings diligently pursued;

(l) an ERISA Event shall have occurred that, in the opinion of the Required Lenders, when taken together with all other ERISA Events that have occurred, could reasonably be expected to result in liability of the Borrowers and their Subsidiaries in an aggregate amount exceeding $50,000,000 in any year for all periods;

(m) a Change of Control shall occur;

(n) any Loan Guaranty shall fail to remain in full force or effect or any action shall be taken by any Loan Party to discontinue or to assert the invalidity or unenforceability of any Loan Guaranty or any Loan Guarantor shall deny that it has any further liability under any Loan Guaranty to which it is a party, or shall give notice to such effect, except where due to such Loan Party's permitted liquidation or dissolution under the terms of this Agreement;

(o) except as permitted by the terms of any Collateral Document, for any reason other than the failure of the Administrative Agent to take any action available to it to maintain perfection of the Administrative Agent's Liens pursuant to the Loan Documents, (i) any Collateral Document shall for any reason fail to create a valid security interest in any Collateral purported to be covered thereby, or (ii) any Lien securing any Secured Obligation shall cease to be a perfected, first priority Lien; or

(p) any Loan Document for any reason ceases to be valid, binding and enforceable against any applicable Loan Party in accordance with its terms (or any Loan Party shall challenge the enforceability of any Loan Document or shall assert in writing, or engage in any action or inaction based on any such assertion, that any provision of any of the Loan Documents has ceased to be or otherwise is not valid, binding and enforceable in accordance with its terms);

then, and in every such event (other than an event with respect to the Borrowers described in clause (h) or (i) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower Representative, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, whereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder and under the other Loan Documents, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which

are hereby waived by the Borrowers; and in case of any event with respect to the Borrowers described in clause (h) or (i) of this Article, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrowers accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers. Upon the occurrence and the continuance of an Event of Default, the Administrative Agent may, and at the request of the Required Lenders shall, exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the UCC or the PPSA, as applicable.

ARTICLE VIII

The Administrative Agents

SECTION 8.01. The Administrative Agents.

Each of the Lenders and each of the Issuing Banks hereby irrevocably appoints the Administrative Agent and, as applicable, the Multicurrency Administrative Agent, as its agent and authorizes each of the Administrative Agents to take such actions on its behalf, including execution of the other Loan Documents, and to exercise such powers as are delegated to the Applicable Administrative Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto.

Each bank serving as the Administrative Agent or Multicurrency Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent or Multicurrency Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Loan Parties or any Subsidiary of a Loan Party or other Affiliate thereof as if it were not the Administrative Agent or Multicurrency Administrative Agent hereunder.

Neither of the Administrative Agents shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) neither of the Administrative Agents shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) neither of the Administrative Agents shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that the Applicable Administrative Agent is required to exercise in writing as directed by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02), and (c) except as expressly set forth in the Loan Documents, neither of the Administrative Agents shall have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Loan Party or any of its Subsidiaries that is communicated to or obtained by such bank serving as the Administrative Agent or Multicurrency Administrative Agent or any of its Affiliates in any capacity. Neither of the Administrative Agents shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 9.02) or in the absence of its own gross negligence or willful misconduct. Neither of the Administrative Agents shall be deemed to have knowledge of any Default unless and until written notice thereof is given to such Person by the Borrower Representative or a Lender, and such Person shall not be responsible for or have any duty to ascertain or inquire into (i) any

statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or in connection with any Loan Document, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document, (v) the creation, perfection or priority of Liens on the Collateral or the existence of the Collateral, or (vi) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document, other than to confirm receipt of items expressly required to be delivered to such Applicable Administrative Agent.

Each of the Administrative Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. Each of the Administrative Agents also may rely upon any statement made to it orally or by telephone and believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. Each of the Administrative Agents may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Each of the Administrative Agents may perform any and all of its duties and exercise its rights and powers by or through any one or more sub-agents appointed by such Person. Each of the Administrative Agents and any such sub-agent may perform any and all of its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of each of the Administrative Agents and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as the Administrative Agent or Multicurrency Administrative Agent.

Subject to the appointment and acceptance of a successor Applicable Administrative Agent as provided in this paragraph, each of the Administrative Agents may resign at any time by notifying the Lenders, the Issuing Banks and the Borrower Representative. Upon any such resignation, the Required Lenders shall have the right, with the consent of the Borrowers (unless an Event of Default shall have occurred and be continuing), to appoint a successor. If no successor shall have been so appointed by the Required Lenders and consented to by the Borrower (unless an Event of Default shall have occurred and be continuing) and shall have accepted such appointment within 30 days after the retiring agent gives notice of its resignation, then the retiring agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent or Multicurrency Administrative Agent, as applicable, which shall be a commercial bank or an Affiliate of any such commercial bank. Upon the acceptance of its appointment as an Administrative Agent or Multicurrency Administrative Agent, as applicable, hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent or Multicurrency Administrative Agent, as applicable, and the retiring Administrative Agent or Multicurrency Administrative Agent, as applicable, shall be discharged from its duties and obligations hereunder. The fees payable by the Borrowers to a successor Administrative Agent or Multicurrency Administrative Agent, as applicable, shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the Administrative Agent or Multicurrency Administrative Agent, as applicable, resigns hereunder, the provisions of this Article, Section 2.17(d) and Section 9.03 shall continue in effect for the benefit of such retiring Person, its sub-agents and their respective Related Parties in respect of any

actions taken or omitted to be taken by any of them while it was acting as an Applicable Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon either of the Administrative Agents or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon either of the Administrative Agents or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder.

Each Lender and Issuing Bank hereby agrees that (x) if the Administrative Agent notifies such Lender or Issuing Bank that the Administrative Agent has determined in its sole discretion that any funds received by such Lender or Issuing Bank from the Administrative Agent or any of its Affiliates (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, a "Payment") were erroneously transmitted to such Lender or Issuing Bank (whether or not known to such Lender or Issuing Bank), and demands the return of such Payment (or a portion thereof), such Lender or Issuing Bank shall promptly, but in no event later than one Business Day thereafter, return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender or Issuing Bank to the date such amount is repaid to the Administrative Agent at the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect, and (y) to the extent permitted by applicable law, such Lender or Issuing Bank shall not assert, and hereby waives, as to the Administrative Agent, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Payments received, including without limitation any defense based on "discharge for value" or any similar doctrine. A notice of the Administrative Agent to any Lender under this paragraph of Section 8.01 shall be conclusive, absent manifest error.

The Borrowers and each other Loan Party hereby agree that (x) in the event an erroneous Payment (or portion thereof) are not recovered from any Lender or Issuing Bank that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or Issuing Bank with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrowers or any other Loan Party.

Each Lender hereby agrees that (a) it has requested a copy of each Report prepared by or on behalf of the Administrative Agent; (b) the Administrative Agent (i) makes no representation or warranty, express or implied, as to the completeness or accuracy of any Report or any of the information contained therein or any inaccuracy or omission contained in or relating to a Report and (ii) shall not be liable for any information contained in any Report; (c) the Reports are not comprehensive audits or examinations, and that any Person performing any field examination will inspect only specific information regarding the Loan Parties and will rely significantly upon the Loan Parties' books and records, as well as on representations of the Loan Parties' personnel and that the Administrative Agent undertakes no obligation to update, correct or supplement the Reports; (d) it will keep all Reports

confidential and strictly for its internal use, and not share the Report with any Loan Party or any other Person except as otherwise permitted pursuant to this Agreement; and (e) without limiting the generality of any other indemnification provision contained in this Agreement, it will pay and protect, and indemnify, defend, and hold the Administrative Agents and any such other Person preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including reasonable attorneys' fees) incurred by each Applicable Administrative Agent or such other Person as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Each Co-Syndication Agent, each Co-Documentation Agent and each Joint Lead Arranger and Joint Bookrunner shall not have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such.

To the extent required by any applicable law, each Agent may withhold from any payment to any Lender under any Loan Document an amount equal to any applicable withholding Tax. If the IRS or any other Governmental Authority asserts a claim that such Agent did not properly withhold Tax from amounts paid to or for the account of any Lender (because the appropriate certification form was not delivered, was not properly executed, or fails to establish an exemption from, or reduction of, withholding Tax with respect to a particular type of payment, or because such Lender failed to notify such Agent or any other Person of a change in circumstances which rendered the exemption from, or reduction of, withholding Tax ineffective, or for any other reason), or such Agent reasonably determines that it was required to withhold Taxes from a prior payment but failed to do so, such Lender shall promptly indemnify such Agent fully for all amounts paid, directly or indirectly, by such Agent as Tax or otherwise, including penalties and interest, and together with all expenses incurred by such Agent, including legal expenses, allocated internal costs and out-of-pocket expenses (but, in the case of any Indemnified Taxes, only to the extent that the Loan Parties have not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so). Each Agent may offset against any payment to any Lender under a Loan Document any applicable withholding Tax that was required to be withheld from any prior payment to such Lender but which was not so withheld, as well as any other amounts for which such Agent is entitled to indemnification from such Lender under this Article VIII.

SECTION 8.02. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Multicurrency Administrative Agent, each Joint Lead Arranger and Joint Bookrunner and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of any Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company

general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or such Lender has provided another representation, warranty and covenant as provided in sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, the Multicurrency Administrative Agent and each Joint Lead Arranger and Joint Bookrunner and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of any Borrower or any other Loan Party, that none of the Administrative Agent, the Multicurrency Administrative Agent or any Joint Lead Arranger and Joint Bookrunner, any Co-Syndication Agent, any Co-Documentation Agent or any of their respective Affiliates is a fiduciary with respect to the Collateral or the assets of such Lender (including in connection with the reservation or exercise of any rights by the Administrative Agent or the Multicurrency Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

(c) The Administrative Agent, the Multicurrency Administrative Agent and each Joint Lead Arranger and Joint Bookrunner, Co-Syndication Agent and Co-Documentation Agent hereby informs the Lenders that each such Person is not undertaking to provide investment advice or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Loans, the Letters of Credit, the Commitments, this Agreement and any other Loan Documents (ii) may recognize a gain if it extended the Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, breakage or other early termination fees or fees similar to the foregoing.

ARTICLE IX

Miscellaneous

SECTION 9.01. Notices.

(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email, as follows:

(i) if to any Loan Party, to the Borrower Representative at:

Levi Strauss & Co.
1155 Battery Street
San Francisco, CA 94111
Attention: Treasurer
Email: ~~ldudley~~ppamidimarri@levi.com

with a copy to:

Levi Strauss & Co.
1155 Battery Street
San Francisco, CA 94111
Attention: Director of Capital Markets
Email: jrossi@levi.com

and

Levi Strauss & Co.
1155 Battery Street
San Francisco, CA 94111
Attention: Director of Treasury Operations
Email: DLazo@levi.com

and

Levi Strauss & Co.
1155 Battery Street
San Francisco, CA 94111
Attention: Office of the General Counsel
Email: nprado@levi.com

and the Treasury Department of the U.S. Borrower at an email address on file with the Administrative Agent;

(ii) if to the Administrative Agent, JPMorgan Chase Bank, N.A., in its capacity as Issuing Bank or the Swingline Lender, to JPMorgan Chase Bank, N.A. at:

Please refer to contact information that has been provided.

~~8181 Communications Pkwy~~
~~Building B, 6th Floor Park~~
~~Plano, TX 75024~~
~~Attention: Andrew Jeans~~
~~Email: andrew.jeans@chase.com~~

(iii) if to the Multicurrency Administrative Agent, to JPMorgan Chase Bank, N.A., Toronto Branch at:

Please refer to contact information that has been provided.

~~8181 Communications Pkwy~~
~~Building B, 6th Floor Park~~
~~Plano, TX 75024~~
~~Attention: Andrew Jeans~~
~~Email: andrew.jeans@chase.com~~

~~McMillan LLP~~
~~Brookfield Place~~
~~181 Bay Street, Suite 4400~~
~~Toronto, Ontario M5J 2T3~~
~~Canada~~
~~Attention: Jeff Rogers~~
~~Email: jeff.rogers@mcmillan.ca~~

(iv) if to any other Lender, or any other Issuing Bank, to it at its mailing address or email address set forth in its Administrative Questionnaire.

All such notices and other communications (i) sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received or (ii) sent by email shall be deemed to have been given when sent, provided that if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient.

(b) Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communications (including email and internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Article II or to compliance and no Default certificates delivered pursuant to Section 5.01(c) unless otherwise agreed by the Administrative Agent and the applicable Lender. The Administrative Agent or the Borrower Representative (on behalf of the Loan Parties) may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. All such notices and other communications (i) sent to an email address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgement), provided that if not given during the normal business hours of the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its email address as described in the foregoing clause (b)(i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Any party hereto may change its mailing address or email address for notices and other communications hereunder by notice to the other parties hereto.

SECTION 9.02. Waivers; Amendments.

(a) No failure or delay by the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank and the Lenders hereunder and under any other Loan Document are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Administrative Agent, the Multicurrency Administrative Agent, any Lender or any Issuing Bank may have had notice or knowledge of such Default at the time.

(b) Subject to Section 2.14(b) and (c), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by the Borrowers and the Required Lenders or (ii) in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent, the Multicurrency Administrative Agent and the Loan Party or Loan Parties that are parties thereto, with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender (including any such Lender that is a Defaulting Lender), (ii) reduce or forgive the principal amount of any Loan or LC Disbursement or reduce the rate of interest thereon, or reduce or forgive any interest or fees payable hereunder, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby, (iii) postpone any scheduled date of payment of the principal amount of any Loan or LC Disbursement, or any date for the payment of any interest, fees or other Obligations payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby, (iv) change Section 2.10(b) that would alter the manner in which payments are shared under such Section, without the written consent of each Lender (including any such Lender that is a Defaulting Lender), (v) change Section 2.18(b) or (d) in a manner that would alter the manner in which payments are shared or proceeds from enforcement are applied, without the written consent of each Lender (including any such Lender that is a Defaulting Lender), (vi) modify the eligibility criteria used in the definitions contained in the definition of "U.S. Borrowing Base" or in the definition of "Canadian Borrowing Base," without the written consent of the Supermajority Revolving Lenders, (vii) increase the advance rates set forth in the definition of "U.S. Borrowing Base" or "Canadian Borrowing Base" without the consent of each Lender, (viii) change any of the provisions of this Section or the definition of "Required Lenders," "Supermajority Revolving Lenders" or any other provision of any Loan Document specifying the number or percentage of Lenders (or Lenders of any Class) required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender (including any such Lender that is a Defaulting Lender) directly affected thereby, (ix) change Section 2.20, without the consent of each Lender (other than any Defaulting Lender), (x) release any Loan Guarantor from its obligation under its Loan Guaranty or release any Borrower from its payment obligations with respect to principal and interest on the Loans, fees pursuant to Section 2.12 and reimbursement obligations with respect to any Letter of Credit (except as otherwise permitted herein or in the other Loan Documents), without the written consent of each Lender (other than any Defaulting Lender), or (xi) except as provided in clauses (c) and (d) of this Section or in any Collateral Document, release all or substantially all of the Collateral (or subordinate the Liens of the Administrative Agent under the Collateral Documents with respect to all or substantially all of the Collateral), without the written consent of each Lender (other than

any Defaulting Lender); provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent, the Multicurrency Administrative Agent, an Issuing Bank or the Swingline Lender hereunder without the prior written consent of the Administrative Agent, such Issuing Bank or the Swingline Lender, as the case may be (it being understood that any change to Section 2.20 shall require the consent of the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Swingline Lender). The Administrative Agent may also amend the Commitment Schedule to reflect assignments entered into pursuant to Section 9.04.

(c) The Lenders hereby irrevocably authorize the Administrative Agent, at its option and in its sole discretion, to release any Liens granted to the Administrative Agent by the Loan Parties on any Collateral (i) upon the termination of the Commitments, payment and satisfaction in full in cash of all Secured Obligations (other than Unliquidated Obligations), and the cash collateralization of all Unliquidated Obligations in a manner satisfactory to each affected Lender, (ii) constituting property being sold or disposed of if the Loan Party disposing of such property certifies to the Administrative Agent that the sale or disposition is made in compliance with the terms of this Agreement (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry), and to the extent that the property being sold or disposed of constitutes 100% of the Equity Interest of a Subsidiary, the Administrative Agent is authorized to release any Loan Guaranty provided by such Subsidiary, (iii) constituting property leased to a Loan Party under a lease which has expired or been terminated in a transaction permitted under this Agreement, (iv) as required to effect any sale or other disposition of such Collateral in connection with any exercise of remedies of the Administrative Agent and the Lenders pursuant to Article VII or (v) in the case of the Eligible Trademark Collateral, upon the request of the Borrower Representative so long as no Default has occurred and is continuing and on a pro forma basis after excluding the Trademark Amount from the U.S. Borrowing Base, the Revolving Exposure Limitations would not be exceeded. Except as provided in the preceding sentence, the Administrative Agent will not release any Liens on Collateral without the prior written authorization of the Required Lenders (or other percentage as specified in Section 9.02(b) above); provided that the Administrative Agent may in its discretion release its Liens on Collateral valued in the aggregate not in excess of $10,000,000 during any calendar year without the prior written authorization of the Required Lenders. Any such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Loan Parties in respect of) all interests retained by the Loan Parties, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral. The Lenders hereby further authorize the Administrative Agent, at its option and in its sole discretion, to release any Guarantor (other than a Borrower) from its obligations under the Loan Documents upon any Disposition of Equity Interests of such Guarantor made in compliance with Section 6.05 following which such Guarantor ceases to be a Subsidiary of the U.S. Borrower.

(d) If, in connection with any proposed amendment, waiver or consent requiring the consent of "each Lender" or "each Lender affected thereby," the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a "Non-Consenting Lender"), then the Borrowers may elect to replace a Non-Consenting Lender as a Lender party to this Agreement, provided that, concurrently with such replacement, (i) another bank or other entity which is reasonably satisfactory to the Borrowers and the Administrative Agent shall agree, as of such date, to purchase for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Assumption and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date and to comply with the requirements of clause (b) of Section 9.04, and (ii) the Borrowers shall pay to such Non-Consenting Lender in same day funds on the day of such replacement (1) all interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrowers hereunder to and including the date of termination, including without limitation payments due to such Non-Consenting Lender under Sections 2.15 and 2.17, and (2) an amount, if any, equal to the payment which would have been due to such Lender on the day of such replacement under Section 2.16 had the Loans of such Non-Consenting Lender been prepaid on such date rather than sold to the replacement Lender.

(e) Notwithstanding anything in this Section 9.02 to the contrary, upon prior written notice to the Lenders (which shall in no event be later than seven (7) Business Days prior to the proposed effectiveness thereof) this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, the Administrative Agent and the Borrowers to add additional borrowers organized in the United Kingdom, the French Republic, the Federal Republic of Germany and/or the Kingdom of Belgium and to include an additional subfacility for such borrowers hereunder and to include the Accounts and/or Inventory of such subsidiaries in a "borrowing base" available to such borrowers hereunder (it being understood that (i) obligations in respect of any such subfacility shall rank junior to the Obligations under the U.S. Facility and Multicurrency Facility in respect of rights to receive payments from U.S. Collateral and junior to the Obligations under the Multicurrency Facility in respect of rights to receive payments from Canadian Collateral, (ii) no Lender hereunder shall be required to extend any commitment to lend to any such additional borrower or such additional subfacility unless otherwise agreed by such Lender, (iii) the commitments and extensions of credit under any such subfacility shall be included for voting purposes in a manner substantially identical to the manner the commitments and extensions of credit under the U.S. Facility and Multicurrency Facility are included, and (iv) the Loan Documents shall be amended (or amended and restated) as mutually agreed by the Administrative Agent, the Borrowers and each Lender with respect to such additional borrowers or additional subfacilities (including, without limitation, with respect to (x) conditions precedent regarding any AML Legislation and (y) the definition of "Excluded Taxes" and whether a carve-out from the gross-up for withholding taxes for day-one taxes imposed by the jurisdiction of such additional borrower is necessary)).

SECTION 9.03. Expenses; Indemnity; Damage Waiver.

(a) Expenses. The Borrowers shall pay (i) all reasonable and documented out of pocket expenses incurred by each Applicable Administrative Agent and its Affiliates, including the reasonable and documented fees, charges and disbursements of counsel for such Applicable Administrative Agent, in connection with the syndication and distribution (including, without limitation, via the internet or through a service such as Intralinks) of the credit facilities provided for herein, the preparation and administration of the Loan Documents or any amendments, modifications or waivers of the provisions of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable and documented out-of-pocket expenses incurred by any Issuing Bank in connection with the issuance, amendment or extension of any Letter of Credit or any demand for payment thereunder and (iii) all documented out-of-pocket expenses incurred by the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender, including the reasonable and documented fees, charges and disbursements of any counsel for the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender, in connection with the enforcement, collection or protection of its rights in connection with the Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such reasonable and documented out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit. Expenses being reimbursed to the Administrative Agent by the Borrowers under this Section include, without limiting the generality of the foregoing, reasonable and documented costs and expenses incurred in connection with:

(i) appraisals and insurance reviews;

(ii) field examinations and the preparation of Reports based on the fees charged by a third party retained by the Administrative Agent or the internally allocated fees for each Person employed by the Administrative Agent with respect to each field examination, together with the reasonable fees and expenses associated with collateral monitoring services performed by the Administrative Agent (and the Borrowers agree to modify or adjust the computation of the U.S. Borrowing Base or Canadian Borrowing Base, as applicable — which may include maintaining additional Reserves, modifying the advance rates or modifying the eligibility criteria for the components of the U.S. Borrowing Base or Canadian Borrowing Base — to the extent required by the Administrative Agent as a result of any such evaluation, appraisal or monitoring);

(iii) taxes, fees and other charges for (A) lien and title searches and title insurance and (B) recording any mortgages, filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens;

(iv) sums paid or incurred to take any action required of any Loan Party under the Loan Documents that such Loan Party fails to pay or take after notice thereof to such Loan Party; and

(v) forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining the accounts and lock boxes, and costs and expenses of preserving and protecting the Collateral.

All of the foregoing costs and expenses may be charged to the Borrowers as Revolving Loans or to another deposit account, all as described in Section 2.18(c).

(b) Indemnity. The U.S. Borrower shall indemnify the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions, the Original Transactions, the First Amendment Transactions or any other transactions contemplated hereby, by the Original Credit Agreement, by the Existing Credit Agreement, by Amendment No. 2 ~~or~~, by Amendment No. 5 or by Amendment No. 8, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Borrower or any of their Subsidiaries, or any Environmental Liability related in any way to any Borrower or any of its Subsidiaries, (iv) the failure of the Borrowers to deliver to the Administrative Agent the required receipts or other required documentary evidence with respect to a payment made by the Borrowers for Taxes pursuant to Section 2.17, or (v) any actual or prospective claim, litigation, investigation, arbitration or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. This Section 9.03(b) (except for clause (iv) above) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) The Canadian Borrower shall indemnify each Indemnitee against, and hold each Indemnitee harmless from, any and all losses, claims, damages, penalties, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of the Loan Documents or any agreement or instrument contemplated thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions, the Original Transactions, the First Amendment Transactions or any other transactions contemplated hereby, by the Original Credit Agreement, by the Existing Credit Agreement, by Amendment No. 2 ~~or~~, by Amendment No. 5 or by Amendment No. 8, (ii) any Loan or Letter of Credit or the use of the proceeds therefrom (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Borrower or any of their Subsidiaries, or any Environmental

Liability related in any way to any Borrower or any of its Subsidiaries, (iv) the failure of the Borrowers to deliver to the Administrative Agent the required receipts or other required documentary evidence with respect to a payment made by the Borrowers for Taxes pursuant to Section 2.17, or (v) any actual or prospective claim, litigation, investigation, arbitration or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, in each case, as such losses, claims, damages, penalties, liabilities, related expenses, fees, charges and disbursements of counsel relate to the assets or actions of the Canadian Loan Parties or the Loans or Letters of Credit made to or for the account of the Canadian Borrower; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, penalties, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee. This Section 9.03(c) (except for clause (iv) above) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(d) To the extent that a Borrower fails to pay any amount required to be paid by it to the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or the Swingline Lender under paragraph (a), (b) or (c) of this Section, each Lender severally agrees to pay to the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank or the Swingline Lender, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount; provided that the unreimbursed expense or indemnified loss, claim, damage, penalty, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or the Swingline Lender in its capacity as such.

(e) Limitation of Liability. To the extent permitted by applicable law, (i) the Borrowers shall not assert, and the Borrowers hereby waive, any claim against the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called a "Lender-Related Person") for any damages arising from the use by others of information or other materials obtained through telecommunications, electronic or other information transmission systems (including the Internet), except to the extent such damages are found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the willful misconduct or gross negligence of such Lender-Related Person and (ii) no Loan Party shall assert, and each hereby waives, any claim against any Lender-Related Person, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, the Original Transactions, the First Amendment Transactions, any Loan or Letter of Credit or the use of the proceeds thereof; provided that, nothing in this Section 9.03(b) shall relieve the Borrowers and each Loan Party of any obligation it may have to indemnify an Indemnitee, as provided in Sections 9.03(b), (c) and (d), against any special, indirect, consequential or punitive damages asserted against such Indemnitee by a third party.

(f) All amounts due under this Section shall be payable promptly after written demand therefor.

(g) No Indemnitee referred to above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby; provided that this clause (g) shall not apply to the extent that such damages are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

SECTION 9.04. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby (including any Affiliate

of any Issuing Bank that issues any Letter of Credit), except that (i) no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower without such consent shall be null and void) and (ii) no Lender may assign or otherwise transfer its rights or obligations hereunder except in accordance with this Section. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby (including any Affiliate of any Issuing Bank that issues any Letter of Credit), Participants (to the extent provided in paragraph (c) of this Section) and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Bank and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) (i) Subject to the conditions set forth in paragraph (b)(ii) below, any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it) with the prior written consent (such consent not to be unreasonably withheld or delayed) of:

(A) the Borrower Representative, provided that, as long as the Borrower Representative shall have received the materials required by Section 2.17(f)(i)(A) through (E) (as applicable), or written notice that a potential assignee is not eligible to deliver such materials, the Borrower Representative shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within 5 Business Days after having received notice of the proposed assignment and the materials required by Section 2.17(f)(i)(A) through (E) (as applicable), or written notice that a potential assignee is not eligible to deliver such materials (it being understood that the Borrower Representative's determination to withhold its consent to an assignment pursuant to this subclause (A) due to the delivery of materials required by Section 2.17(f)(i)(A) through (E) (as applicable) that, other than as a result of a Change in Law, do not establish a complete exemption from U.S. Federal withholding tax with respect to payments of interest under this Agreement, or the failure to provide any such materials, shall not be deemed unreasonable), and provided, further, that no consent of the Borrower Representative shall be required for an assignment to a Lender, an Affiliate of a Lender, an Approved Fund or, if an Event of Default has occurred and is continuing, any other assignee;

(B) the Administrative Agent (such consent not to be unreasonably withheld or delayed); and

(C) each Issuing Bank (such consent not to be unreasonably withheld or delayed).

(i) Assignments shall be subject to the following additional conditions:

(A) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans of any Class, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $10,000,000 unless each of the Borrower Representative and the Administrative Agent otherwise consent, provided that no such consent of the Borrower Representative shall be required if an Event of Default has occurred and is continuing;

(B) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement, provided that this clause shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Loans;

(C) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500; and

(D) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire in which the assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the U.S. Borrower, the other Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including federal, provincial, territorial and state securities laws.

For the purposes of this Section 9.04(b), the terms "Approved Fund" and "Eligible Assignees" have the following meaning:

"Approved Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Eligible Assignee" means (a) a commercial bank, commercial finance company or other asset-based lender, having total assets (or total assets under management) in excess of $1,000,000,000; (b) any Lender listed on the signature page of this Agreement; (c) any Affiliate of any Lender; (d) any Approved Fund; and (e) if an Event of Default has occurred and is continuing, any Person reasonably acceptable to the Administrative Agent; provided that notwithstanding anything to the contrary herein, no assignment may be made or participations sold to (x) any Defaulting Lender or any of its subsidiaries or (z) a natural person.

(ii) Subject to acceptance and recording thereof pursuant to paragraph (b)(iv) of this Section, from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 9.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (c) of this Section.

(iii) The Administrative Agent, acting for this purpose as an agent of the Borrowers, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitment of, and principal amounts of the Loans and LC Disbursements owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for

inspection by the Borrowers, each Issuing Bank and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(iv) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register; provided that if either the assigning Lender or the assignee shall have failed to make any payment required to be made by it pursuant to Section 2.05, 2.06(e) or (f), 2.07(b), 2.18(d) or 9.03(d), the Administrative Agent shall have no obligation to accept such Assignment and Assumption and record the information therein in the Register unless and until such payment shall have been made in full, together with all accrued interest thereon. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(c) Any Lender may, without the consent of or notice to the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or the Swingline Lender, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (A) such Lender's obligations under this Agreement shall remain unchanged; (B) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations; and (C) the Borrowers, the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 9.02(b) that affects such Participant. The Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.15, 2.16 and 2.17 (subject to the requirements and limitations therein, including the requirements under Section 2.17(f) (it being understood that the documentation required under Section 2.17(f) shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant (A) shall be subject to the provisions of Sections 2.18 and 2.19 as if it were an assignee under paragraph (b) of this Section; and (B) shall not be entitled to receive any greater payment under Section 2.15 or 2.17, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation.

To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.18(d) as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Loans, Letters of Credit or its other obligations under any Loan Document) except to the extent that such disclosure is necessary to establish that such Commitment, Loan, Letter of Credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person

whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(d) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

SECTION 9.05. Survival. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto (with respect to the representations and warranties, on each date made) and shall (subject to the limitations set forth in Section 4.02(a)) survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. The provisions of Sections 2.15, 2.16, 2.17 and 9.03 and Article VIII shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Letters of Credit and the Commitments or the termination of this Agreement or any provision hereof.

SECTION 9.06. Counterparts; Integration; Effectiveness.

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agents and when the Administrative Agents shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Delivery of an executed counterpart of a signature page of (x) this Agreement, (y) any other Loan Document and/or (z) any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to Section 9.01), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by

emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Applicable Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Applicable Administrative Agent has agreed to accept any Electronic Signature, the Applicable Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of a Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (ii) upon the request of the Applicable Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, each Borrower and each other Loan Party hereby (i) agrees that, for all purposes, including, without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Applicable Administrative Agent, the Lenders, the Borrowers and the other Loan Parties, Electronic Signatures transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (ii) the Applicable Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (iii) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Agreement, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Agreement, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (iv) waives any claim against any Lender-Related Person for any Liabilities arising solely from the Applicable Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of a Borrower and/or any other Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

SECTION 9.07. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9.08. Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender, each Issuing Bank and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other obligations at any time owing by such Lender, such Issuing Bank or any such Affiliate to or for the credit or the account of the Borrowers or any Loan Guarantor against any and all of the Secured Obligations held by such Lender or such Issuing Bank, irrespective of whether or not such Lender or such Issuing Bank shall have made any demand under the Loan Documents and although such obligations may be contingent or unmatured or are owed to a branch office or Affiliate holding such deposit or obligated on such

indebtedness. The applicable Lender shall notify the Borrower Representative and the Administrative Agent of such setoff or application, provided that any failure to give or any delay in giving such notice shall not affect the validity of any such setoff or application under this Section. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of setoff) which such Lender may have. NOTWITHSTANDING THE FOREGOING, NO LENDER SHALL EXERCISE ANY RIGHT OF SETOFF, BANKER'S LIEN, OR THE LIKE AGAINST ANY DEPOSIT ACCOUNT OR PROPERTY OF ANY BORROWER HELD OR MAINTAINED BY SUCH LENDER WITHOUT THE WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT.

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process.

(a) The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

(b) Each of the Lenders and the Administrative Agents hereby irrevocably and unconditionally agrees that, notwithstanding the governing law provisions of any applicable Loan Document, any claims brought against any Administrative Agent by any Lender relating to this Agreement, any other Loan Document, the Collateral or the consummation or administration of the transactions contemplated hereby or thereby shall be construed in accordance with and governed by the law of the State of New York.

(c) Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any U.S. Federal or New York State court sitting in the Borough of Manhattan, City of New York in any action or proceeding arising out of or relating to any Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(d) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (c) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(e) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS

AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Multicurrency Administrative Agent, each Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the extent required by Requirement of Law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations under this Agreement or any credit insurance provider relating to the Loan Parties and their obligations under this Agreement, (g) with the consent of the Borrower Representative, (h) [reserved], (i) to the extent necessary or customary for inclusion in league table measurements or in any tombstone or other advertising materials (and the Loan Parties consent to the publication of such tombstone or other advertising materials by any Administrative Agent, any Lender, any Issuing Bank or any of their Related Parties), (j) to Moody's or S&P on a confidential basis in connection with obtaining or maintaining ratings, (k) on a confidential basis, to market data collectors and service providers to the Administrative Agent in connection with the administration and management of this Agreement and the Loan Documents or (l) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis from a source other than the Borrowers. For the purposes of this Section, "Information" means all information received from the Borrowers relating to the Borrowers or their business, other than any such information that is available to the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrowers; provided that, in the case of information received from the Borrowers after the Second Amendment and Restatement Effective Date, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 9.13. Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, neither any Issuing Bank nor any Lender shall be obligated to extend credit to the Borrowers in violation of any Requirement of Law.

SECTION 9.14. USA PATRIOT Act. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") hereby notifies the Borrowers that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the names and addresses of the Borrowers and other information that will allow such Lender to identify the Loan Parties in accordance with the Patriot Act.

SECTION 9.15. Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

SECTION 9.16. Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with Article 9 of the UCC, the PPSA or any other applicable law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof and, promptly upon the Administrative Agent's request therefor, shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

SECTION 9.17. Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the NYFRB Rate to the date of repayment, shall have been received by such Lender.

SECTION 9.18. Lender Loss Sharing Agreement.

(a) Definitions. As used in this Section 9.18, the following terms shall have the following meanings:

(i) "CAM" means the mechanism for the allocation and exchange of interests in the Loans, participations in Letters of Credit and collections thereunder established under Section 9.18(b).

(ii) "CAM Exchange" means the exchange of the U.S. Revolving Lenders' interests and the Multicurrency Revolving Lenders' interests provided for in Section 9.18(b).

(iii) "CAM Exchange Date" means the first date after the Second Amendment and Restatement Effective Date on which there shall occur (a) any event described in paragraphs (h) or (i) of Article VII with respect to any Borrower or (b) an acceleration of Loans and termination of the Commitment pursuant to Article VII.

(iv) "CAM Percentage" means, as to each Revolving Lender, a fraction, expressed as a decimal, of which (a) the numerator shall be the aggregate Dollar Amount of the Credit Exposure owed to such Revolving Lender (whether or not at the time due and payable) and (b) the denominator shall be the aggregate Dollar Amount (as so determined) of the Credit Exposure owed to all the Revolving Lenders (whether or not at the time due and payable).

(v) "Designated Obligations" means all Obligations of the Borrowers with respect to (a) principal and interest under the Loans, (b) unreimbursed drawings under Letters of Credit and interest thereon and (c) fees under Section 2.12.

(b) CAM Exchange.

(i) On the CAM Exchange Date,

(w) the Multicurrency Commitments and the U.S. Commitments shall terminate in accordance with Article VII;

(x) each U.S. Revolving Lender shall fund in Dollars at par Dollar Amount its participation in any outstanding U.S. Protective Advances and Swingline Loans in accordance with Section 2.04 and Section 2.05 of this Agreement, and each Multicurrency Revolving Lender shall fund in Dollars at par Dollar Amount its participation in any outstanding Multicurrency Protective Advances and Swingline Loans in accordance with Section 2.04 and Section 2.05;

(y) each U.S. Revolving Lender shall fund in Dollars at par the Dollar Amount its participation in any unreimbursed LC Disbursements made under the U.S. Letters of Credit in accordance with Section 2.06(f), and each Multicurrency Revolving Lender shall fund the Dollar Amount of its participation in any unreimbursed LC Disbursements made under the Multicurrency Letters of Credit in the currency in which such LC Disbursement was made in accordance with Section 2.06(f), and

(z) the Lenders shall purchase in Dollars at par Dollar Amount interests in the Designated Obligations under each Facility (pro rata in respect of the obligations of each Borrower in the case of the Multicurrency Facility) (and shall make payments in Dollars to the Administrative Agent for reallocation to other Lenders to the extent necessary to give effect to such purchases) and shall assume the obligations to reimburse the applicable Issuing Banks for unreimbursed LC Disbursements under outstanding Letters of Credit under such Facility (pro rata in respect of the obligations of each Borrower in the case of the Multicurrency Facility) such that, in lieu of the interests of each Lender in the Designated Obligations of each Borrower under the U.S. Facility and the Multicurrency Facility in which it shall have participated immediately prior to the CAM Exchange Date, such Lender shall own an interest equal to such Lender's CAM Percentage in each component of the Designated Obligations of each Borrower immediately following the CAM Exchange; provided that HSBC Bank USA, N.A. shall not be required to purchase or assume the interests of any of its affiliates in the Designated Obligations.

(ii) Each Lender and each Person acquiring a participation from any Lender as contemplated by this Section 9.18 hereby consents and agrees to the CAM Exchange. Each Borrower agrees from time to time to execute and deliver to the Lenders all such promissory notes and other instruments and documents as the Administrative Agent shall reasonably request to evidence and confirm the respective interests and obligations of the Lenders after giving effect to the CAM Exchange, and each Lender agrees to surrender any promissory notes originally received by it in connection with its Loans under this Agreement to the Applicable Administrative Agent against delivery of any promissory notes so executed and delivered; provided that the failure of any Lender to deliver or accept any such promissory note, instrument or document shall not affect the validity or effectiveness of the CAM Exchange.

(iii) As a result of the CAM Exchange, from and after the CAM Exchange Date, each payment received by the Administrative Agent pursuant to any Loan Document in respect of any

of the Designated Obligations shall be distributed to the Lenders, pro rata in accordance with their respective CAM Percentages.

(iv) In the event that on or after the CAM Exchange Date, the aggregate amount of the Designated Obligations shall change as a result of the making of a disbursement under a Letter of Credit by an Issuing Bank that is not reimbursed by the Borrowers, then each Lender shall promptly reimburse such Issuing Bank for its CAM Percentage of such unreimbursed payment in the Dollar Amount thereof.

(c) Notwithstanding any other provision of this Section 9.18, each Applicable Administrative Agent and each Lender agree that if any Applicable Administrative Agent or a Lender is required under applicable law or practice of a Governmental Authority to withhold or deduct any taxes or other amounts from payments made by it hereunder or as a result hereof, such Person shall be entitled to withhold or deduct such amounts and pay over such taxes or other amounts to the applicable Governmental Authority imposing such tax without any obligation to indemnify each Applicable Administrative Agent or any Lender with respect to such amounts and without any other obligation of gross up or offset with respect thereto and there shall be no recourse whatsoever by any Applicable Administrative Agent or any Lender subject to such withholding to any Applicable Administrative Agent or any other Lender making such withholding and paying over such amounts, but without diminution of the rights of each Applicable Administrative Agent or such Lender subject to such withholding as against the Borrowers and the other Loan Parties to the extent (if any) provided in this Agreement and the other Loan Documents. Any amounts so withheld or deducted shall be treated, for the purpose of this Section 9.18, as having been paid to each Applicable Administrative Agent or such Lender with respect to which such withholding or deduction was made. The parties hereto do not intend for a CAM Exchange to result in a settlement, extinguishment or substitution of indebtedness by the relevant Borrower.

SECTION 9.19. Judgment Currency. If for the purpose of obtaining judgment in any court it is necessary to convert an amount due hereunder in the currency in which it is due (the "Original Currency") into another currency (the "Second Currency"), the rate of exchange applied shall be that at which, in accordance with normal banking procedures, the Administrative Agent could purchase the Original Currency with the Second Currency at the Spot Rate on the date two Business Days preceding that on which judgment is given. Each Loan Party agrees that its obligation in respect of any Original Currency due from it hereunder shall, notwithstanding any judgment or payment in such other currency, be discharged only to the extent that, on the Business Day following the date the Administrative Agent receives payment of any sum so adjudged to be due hereunder in the Second Currency, the Administrative Agent may, in accordance with normal banking procedures, purchase, in the New York foreign exchange market, the Original Currency with the amount of the Second Currency so paid; and if the amount of the Original Currency so purchased or could have been so purchased is less than the amount originally due in the Original Currency, each Loan Party agrees as a separate obligation and notwithstanding any such payment or judgment to indemnify the Administrative Agent against such loss. The term "rate of exchange" in this Section 9.19 means the Spot Rate at which the Administrative Agent, in accordance with normal practices, is able on the relevant date to purchase the Original Currency with the Second Currency, and includes any premium and costs of exchange payable in connection with such purchase.

SECTION 9.20. Anti-Money Laundering Legislation.

(a) Each Borrower acknowledges that, pursuant to the Proceeds of Crime Act and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws in each relevant jurisdiction (collectively, including any guidelines or orders thereunder, "AML Legislation"), the Administrative Agent, the Multicurrency Administrative Agent, the Lenders and the Issuing Banks may be required to obtain, verify and record information regarding the Borrowers and their respective directors, authorized signing officers and the transactions contemplated hereby. Each Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or any prospective assignee or participant of a Lender, any Issuing Bank, the Administrative Agent or the Multicurrency Administrative Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Administrative Agent or the Multicurrency Administrative Agent has ascertained the identity of any Borrower or any authorized signatories of the Borrower for the purposes of applicable AML Legislation, then the Administrative Agent or the Multicurrency Administrative Agent:

(i) shall be deemed to have done so as an agent for each Issuing Bank and each Lender, and this Agreement shall constitute a "written agreement" in such regard between such Issuing Bank or such Lender and the Administrative Agents within the meaning of the applicable AML Legislation; and

(ii) shall provide to each Issuing Bank and each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each Lender and each Issuing Bank agrees that neither the Administrative Agent nor the Multicurrency Administrative Agent have any obligation to ascertain the identity of the Borrowers or any authorized signatories of the Borrowers on behalf of any Lender or Issuing Bank, or to confirm the completeness or accuracy of any information it obtains from any Borrower or any such authorized signatory in doing so. Furthermore, the foregoing clause (b) shall not affect any Lender's right to request information and ascertain for itself, in its sole discretion, the identity of any Borrower or any authorized signatories of the Borrower for the purposes of applicable AML Legislation.

SECTION 9.21. No Fiduciary Duty. Each Agent, each Lender and their Affiliates (collectively, solely for purposes of this Section, the "Banks"), may have economic interests that conflict with those of the Loan Parties, their stockholders and/or their affiliates. Each Loan Party agrees that nothing in the Agreement or the Loan Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Bank, on the one hand, and such Loan Party, its stockholders or its affiliates, on the other. The Loan Parties acknowledge and agree that (i) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Banks, on the one hand, and the Loan Parties, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Bank has assumed an advisory or fiduciary responsibility in favor of any Loan Party, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Bank has advised, is currently advising or will advise any Loan Party, its stockholders or its Affiliates on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (y) each Bank is acting solely as principal and not as the agent or fiduciary of any Loan Party, its management, stockholders, creditors or any other Person. Each Loan Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Loan Party agrees that it will not claim that any Bank has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with such transaction or the process leading thereto.

SECTION 9.22. Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

SECTION 9.23. Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Swap Agreements or any other agreement or instrument that is a QFC (such support "QFC Credit Support" and each such QFC a "Supported QFC"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "U.S. Special Resolution Regimes") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States).

In the event a Covered Entity that is party to a Supported QFC (each, a "Covered Party") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

ARTICLE X

U.S. Loan Guaranty

SECTION 10.01. Guaranty. Each U.S. Guarantor hereby agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to the Lenders, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the U.S. Secured Obligations and all costs and expenses, including, without limitation, all court costs and attorneys' fees and expenses paid or incurred by the Administrative Agent, any Issuing Bank and any Lender in endeavoring to collect all or any part of the U.S. Secured Obligations from, or in prosecuting any action against, any Borrower, any U.S. Guarantor or any other guarantor of all or any part of the U.S.

Secured Obligations (such costs and expenses, together with the U.S. Secured Obligations, collectively the "U.S. Guaranteed Obligations"). Each U.S. Guarantor further agrees that the U.S. Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this U.S. Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the U.S. Guaranteed Obligations.

SECTION 10.02. Guaranty of Payment. This U.S. Loan Guaranty is a guaranty of payment and not of collection. Each U.S. Guarantor waives any right to require the Administrative Agent, any Issuing Bank or any Lender to sue any Borrower, any U.S. Guarantor, any other guarantor, or any other Person obligated for all or any part of the U.S. Guaranteed Obligations (each, a "U.S. Obligated Party"), or otherwise to enforce its payment against any collateral securing all or any part of the U.S. Guaranteed Obligations.

SECTION 10.03. No Discharge or Diminishment of U.S. Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each U.S. Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the U.S. Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration or compromise of any of the U.S. Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other U.S. Obligated Party liable for any of the U.S. Guaranteed Obligations; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any U.S. Obligated Party or their assets or any resulting release or discharge of any obligation of any U.S. Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any U.S. Obligated Party, the Administrative Agent, any Issuing Bank, any Lender or any other person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each U.S. Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the U.S. Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any U.S. Obligated Party, of the U.S. Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any U.S. Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, any Issuing Bank or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the U.S. Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the U.S. Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the U.S. Guaranteed Obligations or any obligations of any other U.S. Obligated Party liable for any of the U.S. Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, any Issuing Bank or any Lender with respect to any collateral securing any part of the U.S. Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the U.S. Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such U.S. Guarantor or that would otherwise operate as a discharge of any U.S. Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of the U.S. Guaranteed Obligations).

SECTION 10.04. Defenses Waived. To the fullest extent permitted by applicable law, each U.S. Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any U.S. Guarantor or the unenforceability of all or any part of the U.S. Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower or any Loan Guarantor, other than the indefeasible payment in full in cash of the U.S. Guaranteed Obligations. Without limiting the generality of the foregoing, each U.S. Guarantor irrevocably waives acceptance

hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any U.S. Obligated Party, or any other Person. Each U.S. Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any U.S. Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such U.S. Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the U.S. Guaranteed Obligations, compromise or adjust any part of the U.S. Guaranteed Obligations, make any other accommodation with any U.S. Obligated Party or exercise any other right or remedy available to it against any U.S. Obligated Party, without affecting or impairing in any way the liability of such U.S. Guarantor under this U.S. Loan Guaranty except to the extent the U.S. Guaranteed Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each U.S. Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any U.S. Guarantor against any U.S. Obligated Party or any security.

SECTION 10.05. Rights of Subrogation. No U.S. Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification, that it has against any U.S. Obligated Party, or any collateral, until the Loan Parties and the U.S. Guarantors have fully performed all their obligations to the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks and the Lenders.

SECTION 10.06. Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the U.S. Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, each U.S. Guarantor's obligations under this U.S. Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, any Issuing Bank and any Lenders is in possession of this U.S. Loan Guaranty. If acceleration of the time for payment of any of the U.S. Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the U.S. Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors promptly on demand by the Administrative Agent.

SECTION 10.07. Information. Each U.S. Guarantor assumes all responsibility for being and keeping itself informed of the Borrowers' financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the U.S. Guaranteed Obligations and the nature, scope and extent of the risks that each U.S. Guarantor assumes and incurs under this U.S. Loan Guaranty, and agrees that neither the Administrative Agent, any Issuing Bank nor any Lender shall have any duty to advise any U.S. Guarantor of information known to it regarding those circumstances or risks.

SECTION 10.08. Release. The U.S. Loan Guaranty of any U.S. Guarantor (other than the U.S. Borrower) shall be automatically released upon any Disposition of Equity Interests of such U.S. Guarantor in accordance with Section 6.05 following which such U.S. Guarantor ceases to be a Subsidiary of the U.S. Borrower.

SECTION 10.09. [Reserved].

SECTION 10.10. Maximum U.S. Liability. The provisions of this U.S. Loan Guaranty are severable, and in any action or proceeding involving any state corporate law, or any state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any U.S. Guarantor under this U.S. Loan Guaranty would otherwise be held or determined to be avoidable, invalid or unenforceable on account of the amount of such U.S. Guarantor's liability under this U.S. Loan Guaranty, then, notwithstanding any other provision of this U.S. Loan Guaranty to the contrary, the amount of such liability shall, without any further action by the U.S. Guarantors or the Administrative Agent, any Issuing Bank or any Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or

proceeding (such highest amount determined hereunder being the relevant U.S. Guarantor's "Maximum U.S. Liability"). This Section with respect to the Maximum U.S. Liability of each U.S. Guarantor is intended solely to preserve the rights of the Administrative Agent, each Issuing Bank and the Lenders to the maximum extent not subject to avoidance under applicable law, and no U.S. Guarantor nor any other Person shall have any right or claim under this Section with respect to such Maximum U.S. Liability, except to the extent necessary so that the obligations of any U.S. Guarantor hereunder shall not be rendered voidable under applicable law. Each U.S. Guarantor agrees that the U.S. Guaranteed Obligations may at any time and from time to time exceed the Maximum U.S. Liability of each U.S. Guarantor without impairing this U.S. Loan Guaranty or affecting the rights and remedies of the Administrative Agent, the Issuing Banks or the Lenders hereunder, provided that nothing in this sentence shall be construed to increase any U.S. Guarantor's obligations hereunder beyond its Maximum U.S. Liability.

SECTION 10.11. Contribution. In the event any U.S. Guarantor (a "Paying U.S. Guarantor") shall make any payment or payments under this U.S. Loan Guaranty or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this U.S. Loan Guaranty, each other U.S. Guarantor (each a "Non-Paying U.S. Guarantor") shall contribute to such Paying U.S. Guarantor an amount equal to such Non-Paying U.S. Guarantor's "Applicable Percentage" of such payment or payments made, or losses suffered, by such Paying U.S. Guarantor. For purposes of this Article X, each Non-Paying U.S. Guarantor's "Applicable Percentage" with respect to any such payment or loss by a Paying U.S. Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying U.S. Guarantor's Maximum U.S. Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying U.S. Guarantor's Maximum U.S. Liability has not been determined, the aggregate amount of all monies received by such Non-Paying U.S. Guarantor from the Borrowers after the Second Amendment and Restatement Effective Date (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum U.S. Liability of all U.S. Guarantors hereunder (including such Paying U.S. Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum U.S. Liability has not been determined for any U.S. Guarantor, the aggregate amount of all monies received by such U.S. Guarantors from the Borrowers after the Second Amendment and Restatement Effective Date (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the U.S. Guaranteed Obligations (up to such U.S. Guarantor's Maximum U.S. Liability). Each of the U.S. Guarantors covenants and agrees that its right to receive any contribution under this U.S. Loan Guaranty from a Non-Paying U.S. Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the U.S. Guaranteed Obligations. This provision is for the benefit of all of the Administrative Agent, the Issuing Banks, the Lenders and the U.S. Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

SECTION 10.12. Liability Cumulative. The liability of each U.S. Loan Party as a U.S. Guarantor under this Article X is in addition to and shall be cumulative with all liabilities of each U.S. Loan Party to the Administrative Agent, each Issuing Bank and the Lenders under this Agreement and the other Loan Documents to which such U.S. Loan Party is a party or in respect of any obligations or liabilities of the other U.S. Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE XI

Canadian Loan Guaranty

SECTION 11.01. Guaranty. Each Loan Guarantor hereby agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to the Lenders, the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Canadian Secured Obligations and all costs and expenses, including, without limitation, all court costs and attorneys' fees and expenses paid or incurred by the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank and any Lender in endeavoring to collect all or any part of the

Canadian Secured Obligations from, or in prosecuting any action against, the Canadian Borrower, any Loan Guarantor or any other guarantor of all or any part of the Canadian Secured Obligations (such costs and expenses, together with the Canadian Secured Obligations, collectively the "Canadian Guaranteed Obligations"). Each Loan Guarantor further agrees that the Canadian Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Canadian Loan Guaranty apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Multicurrency Revolving Lender that extended any portion of the Canadian Guaranteed Obligations.

SECTION 11.02. Guaranty of Payment. This Canadian Loan Guaranty is a guaranty of payment and not of collection. Each Loan Guarantor waives any right to require the Multicurrency Administrative Agent, any Multicurrency Issuing Bank or any Multicurrency Revolving Lender to sue the Canadian Borrower, any Loan Guarantor, any other guarantor, or any other Person obligated for all or any part of the Canadian Guaranteed Obligations (each, a "Canadian Obligated Party"), or otherwise to enforce its payment against any collateral securing all or any part of the Canadian Guaranteed Obligations. In addition, as an original and independent obligation under this Canadian Loan Guaranty, each Loan Guarantor shall:

(i) indemnify each Canadian Obligated Party and its successors, endorsees, transferees and assigns and keep the Canadian Obligated Parties indemnified against all costs, losses, expenses and liabilities of whatever kind resulting from the failure by the Loan Parties or any of them, to make due and punctual payment of any of the Secured Obligations or resulting from any of the Secured Obligations being or becoming void, voidable, unenforceable or ineffective against any Loan Party (including, but without limitation, all legal and other costs, charges and expenses incurred by each Canadian Obligated Party, or any of them, in connection with preserving or enforcing, or attempting to preserve or enforce, its rights under this Canadian Loan Guaranty); and

(ii) pay on demand the amount of such costs, losses, expenses and liabilities whether or not any of the Canadian Obligated Parties has attempted to enforce any rights against any Loan Party or any other Person or otherwise.

SECTION 11.03. No Discharge or Diminishment of Canadian Loan Guaranty.

(a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Canadian Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration or compromise of any of the Canadian Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of the Canadian Borrower or any other Canadian Obligated Party liable for any of the Canadian Guaranteed Obligations; (iii) any insolvency, bankruptcy, winding-up, liquidation, reorganization or other similar proceeding affecting any Canadian Obligated Party or their assets or any resulting release or discharge of any obligation of any Canadian Obligated Party; or (iv) the existence of any claim, setoff or other rights which any Loan Guarantor may have at any time against any Canadian Obligated Party, the Multicurrency Administrative Agent, each Multicurrency Issuing Bank, any Lender or any other person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Loan Guarantor hereunder are not subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Canadian Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Canadian Obligated Party, of the Canadian Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, any Issuing Bank or any Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Canadian Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Canadian Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of the Canadian Borrower for all or any part of the Canadian Guaranteed Obligations or any obligations of any other Canadian Obligated Party liable for any of the Canadian Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, any Issuing Bank or any Lender with respect to any collateral securing any part of the Canadian Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Canadian Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of the Canadian Guaranteed Obligations).

SECTION 11.04. Defenses Waived. To the fullest extent permitted by applicable law, each Loan Guarantor hereby waives any defense based on or arising out of any defense of the Canadian Borrower or any Loan Guarantor or the unenforceability of all or any part of the Canadian Guaranteed Obligations from any cause, or the cessation from any cause of the liability of the Canadian Borrower or any Loan Guarantor, other than the indefeasible payment in full in cash of the Canadian Guaranteed Obligations. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Canadian Obligated Party, or any other Person. Each Loan Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defense to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any Canadian Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Canadian Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Canadian Guaranteed Obligations, compromise or adjust any part of the Canadian Guaranteed Obligations, make any other accommodation with any Canadian Obligated Party or exercise any other right or remedy available to it against any Canadian Obligated Party, without affecting or impairing in any way the liability of such Loan Guarantor under this Canadian Loan Guaranty except to the extent the Canadian Guaranteed Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by applicable law, each Loan Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Canadian Obligated Party or any security.

SECTION 11.05. Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification, that it has against any Canadian Obligated Party, or any collateral, until the Loan Parties have fully performed all their obligations to the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks and the Lenders.

SECTION 11.06. Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Canadian Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of the Canadian Borrower or otherwise, each Loan Guarantor's obligations under this Canadian Loan Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank and the Lenders are in possession of this Canadian Loan Guaranty. If acceleration of the time for payment of any of the Canadian Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of the Canadian Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Canadian Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors promptly on demand by the Administrative Agent.

SECTION 11.07. Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of the Canadian Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Canadian Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Canadian Loan Guaranty, and agrees that neither the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank nor any Lender shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

SECTION 11.08. Release. The Canadian Loan Guaranty of any Loan Guarantor (other than any Borrower) shall be automatically released upon any Disposition of Equity Interests of such Loan Guarantor in accordance with Section 6.05 following which such Loan Guarantor ceases to be a Subsidiary of the U.S. Borrower.

SECTION 11.09. [Reserved].

SECTION 11.10. Maximum Canadian Liability. In any action or proceeding involving any corporate law, or any provincial, territorial, state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Loan Guarantor under this Canadian Loan Guaranty would otherwise be held or determined to be void, voidable, avoidable, invalid or unenforceable on account of the amount of such Loan Guarantor's liability under this Canadian Loan Guaranty, then, notwithstanding any other provision of this Canadian Loan Guaranty to the contrary, the amount of such liability shall, without any further action by the Loan Guarantors or the Administrative Agent, the Multicurrency Administrative Agent, any Issuing Bank or any Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Loan Guarantor's "Maximum Canadian Liability"). This Section with respect to the Maximum Canadian Liability of each Loan Guarantor is intended solely to preserve the rights of the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks and the Lenders to the maximum extent not subject to avoidance under applicable law, and no Loan Guarantor nor any other Person shall have any right or claim under this Section with respect to such Maximum Canadian Liability, except to the extent necessary so that the obligations of any Loan Guarantor hereunder shall not be rendered voidable under applicable law. Each Loan Guarantor agrees that the Canadian Guaranteed Obligations may at any time and from time to time exceed the Maximum Canadian Liability of each Loan Guarantor without impairing this Canadian Loan Guaranty or affecting the rights and remedies of the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks or the Lenders hereunder, provided that nothing in this sentence shall be construed to increase any Loan Guarantor's obligations hereunder beyond its Maximum Canadian Liability.

SECTION 11.11. Contribution. In the event any Loan Guarantor (a "Paying Canadian Guarantor") shall make any payment or payments under this Canadian Loan Guaranty or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations under this Canadian Loan Guaranty, each other Loan Guarantor (each a "Non-Paying Canadian Guarantor") shall contribute to such Paying Canadian Guarantor an amount equal to such Non-Paying Canadian Guarantor's "Applicable Percentage" of such payment or payments made, or losses suffered, by such Paying Canadian Guarantor. For purposes of this Article XI, each Non-Paying Canadian Guarantor's "Applicable Percentage" with respect to any such payment or loss by a Paying Canadian Guarantor shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying Canadian Guarantor's Maximum Canadian Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Canadian Guarantor's Maximum Canadian Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Canadian Guarantor from the Canadian Borrower after the Second Amendment and Restatement Effective Date (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum Canadian Liability of all Loan Guarantors hereunder (including such Paying Canadian Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Canadian Liability has not been determined for any Loan Guarantor, the aggregate amount of all monies received by such

Loan Guarantors from the Canadian Borrower after the Second Amendment and Restatement Effective Date (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the Canadian Guaranteed Obligations (up to such Loan Guarantor's Maximum Canadian Liability). Each of the Loan Guarantors covenants and agrees that its right to receive any contribution under this Canadian Loan Guaranty from a Non-Paying Canadian Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the Canadian Guaranteed Obligations. This provision is for the benefit of all of the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks, the Lenders and the Loan Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

SECTION 11.12. Liability Cumulative. The liability of each Loan Party as a Loan Guarantor under this Article XI is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent, the Multicurrency Administrative Agent, the Issuing Banks and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE XII

The Borrower Representative

SECTION 12.01. Appointment; Nature of Relationship. The U.S. Borrower is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the "Borrower Representative" hereunder and under each other Loan Document), and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XII. Additionally, the Borrowers hereby appoint the Borrower Representative as their agent to receive all of the proceeds of the Loans in the Funding Account(s), at which time the Borrower Representative shall promptly disburse such Loans to the appropriate Borrower(s), provided that, in the case of a Revolving Loan, such amount shall not exceed Availability. The Administrative Agent, the Multicurrency Administrative Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section 12.01.

SECTION 12.02. Powers. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

SECTION 12.03. Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

SECTION 12.04. Notices. Each Borrower shall immediately notify the Borrower Representative of the occurrence of any Default or unmatured Default hereunder, referring to this Agreement, describing such Default or unmatured Default and stating that such notice is a "notice of default." In the event that the Borrower Representative receives such a notice, the Borrower Representative shall give prompt notice thereof to the Administrative Agent and the Lenders. Any notice provided to the Borrower Representative hereunder shall constitute notice to each Borrower on the date received by the Borrower Representative.

SECTION 12.05. Successor Borrower Representative. Upon the prior written consent of the Administrative Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

SECTION 12.06. Execution of Loan Documents; Borrowing Base Certificate. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Administrative Agent, the Multicurrency Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including, without limitation, the Borrowing Base Certificates and the Compliance Certificates. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

SECTION 12.07. Reporting. Each Borrower hereby agrees that such Borrower shall furnish to the Borrower Representative a copy of its Borrowing Base Certificate and any other certificate or report required hereunder or requested by the Borrower Representative on which the Borrower Representative shall rely to prepare the Borrowing Base Certificates and Compliance Certificate required pursuant to the provisions of this Agreement promptly after such Borrowing Base Certificate or other certificate or report is required to be delivered hereunder.

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Exhibit 10.50

LEVI STRAUSS & CO.
SENIOR EXECUTIVE SEVERANCE PLAN

LS&Co. Senior Executive Severance Plan
Effective: January 1, 2025
314289137v.4

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LEVI STRAUSS & CO.
SENIOR EXECUTIVE SEVERANCE PLAN

Introduction. Levi Strauss & Co. (the "Company") hereby amends and restates the Levi Strauss & Co. Senior Executive Severance Plan. The Plan is established for the benefit of eligible executives who are identified by the President and Chief Executive Officer ("CEO") of the Company, and the CEO ("Senior Executives"). The Company's Board of Directors (the "Board") approved the severance terms under the Plan effective January 1, 2025.

The purpose of the Plan is to provide an eligible Senior Executive (as defined in the Plan) with Severance Payments and Severance Benefits in the event the Senior Executive's employment is terminated under circumstances entitling the Senior Executive to Severance Payments and Severance Benefits, as determined in the sole discretion of the Company. The Plan is an unfunded welfare benefit plan for the purpose of providing benefits for a select group of management or highly compensated employees for purposes of ERISA and United States Department of Labor Regulation Section 2520.104-24, a severance pay plan within the meaning of United States Department of Labor Regulation Section 2510.3-2(b) and an involuntary separation pay plan within the meaning of Treasury Regulation Section 1.409A-1(b)(9). Except as set forth herein, this Plan supersedes all prior policies and practices of the Company with respect to severance, separation pay and separation benefits for Senior Executives whose employment is terminated on or after January 1, 2025. Except as set forth herein, this Plan is the only severance program for such Senior Executives and specifically supersedes any other severance plan or severance program for Senior Executives sponsored by the Company.

1. Definitions.

1.1. "Cause" means that the Senior Executive has:

(a) committed any willful, intentional or grossly negligent act materially injuring the interest, business or reputation of the Company or an affiliate of the Company;

(b) engaged in any willful misconduct, including insubordination, in respect of their duties or obligations to the Company or an affiliate of the Company;

(c) violated or failed to comply in any material respect with the Company's or any affiliate of the Company's published rules, regulations or policies (including, without limitation, the Company's Worldwide Code of Business Conduct), as in effect from time to time;

(d) committed a felony or misdemeanor involving moral turpitude, fraud, theft or dishonesty (including entry of a *nolo contendere* plea resulting in conviction of a felony or misdemeanor involving moral turpitude, fraud, theft or dishonesty);

(e) misappropriated or embezzled any property of the Company or an affiliate of the Company (whether or not a misdemeanor or felony);

(f) failed, neglected or refused to perform the employment duties, as applicable, related to the position as from time to time assigned to them; or

(g) breached any applicable employment agreement.

For purposes of this Section 1.1, "willful" means an act or omission in bad faith and without reasonable belief that such act or omission was in, or not opposed to, the best interests of the Company.

1.2. "Change in Control" means "Change in Control" as defined in the Levi Strauss & Co. 2019 Equity Incentive Plan, as amended, or any successor plan thereto.

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

1.4. "Company" means Levi Strauss & Co.

1.5. "Compensation" means:

(a) For purposes of determining an eligible Senior Executive's Severance Pay under Section 3.1(a), the Senior Executive's annual base salary rate in effect on the Termination Date divided by fifty-two (52).

$$\text{Compensation} = \frac{\text{annual base salary}}{52}$$

(b) For purposes of determining an eligible Senior Executive's Severance Pay under Section 3.1(b), (i) the sum of the Senior Executive's (A) annual base salary in effect on the Termination Date, plus (B) target bonus amount under the Annual Incentive Plan ("AIP") for the fiscal year in which the Senior Executive's termination is announced; (ii) divided by fifty-two (52).

$$\text{Compensation} = \frac{\text{annual base salary + AIP target bonus for the fiscal year in which the termination is announced}}{52}$$

Compensation is solely used for purposes of determining an eligible Senior Executive's Severance Pay under the Plan.

1.6. "Employee" means a common-law employee of the Company on the Home Office Payroll, including an employee classified by the Company as a U.S. expatriate employee, who is not subject to the overtime provisions of the Fair Labor Standards Act, and who is a Home Office Payroll employee, and who has not signed an agreement that they are not entitled to benefits from the Company. An Employee does not include any person who is designated by the Company as an independent contractor or an employee of a third party including, but not limited, to a "leased employee," within the meaning of Code Section 414(n), or any individual who has entered into an independent contractor or consultant agreement with the Company. Individuals not treated as Employees by the Company on its payroll records are excluded from Plan participation even if a court or administrative agency determines that such individuals are Employees.

1.7. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.8. "Good Reason" means a material negative change in the employment relationship without the Senior Executive's prior written consent, as evidenced by the occurrence of any of the following: (i) a material diminution in the Senior Executive's duties, responsibilities or authority; (ii) material reduction of the Senior Executive's base salary, target annual bonus as a percentage of the Senior Executive's base salary or target award under the Levi Strauss & Co. 2019 Equity Incentive Plan as a percentage of the Senior Executive's base salary, except for across-the-board changes for Senior Executives; (iii) the mandatory relocation of the Senior Executive's principal business location to an office more than fifty (50) miles from the Senior Executive's primary residence; or (v) material breach by the Company of any applicable employment agreement. If a Senior Executive terminates employment with Good Reason and there is a material reduction to their base salary or, if applicable, target bonus percentage, the Senior Executive's base salary under Section 1.5(a) or base salary or target bonus percentage under Section 1.5(b) shall be the Senior Executive's base salary and, if applicable, the target bonus percentage immediately before the material reduction which triggered Good Reason.

For each event described above in this Section 1.8, the Senior Executive must notify the Company within ninety (90) days of the occurrence of the event and the Company shall have thirty (30) days after receiving such notice in which to cure. If the Company fails to cure, the Senior Executive's voluntary termination shall not be considered to be for Good Reason for purposes of this Plan unless the Senior Executive voluntarily terminates employment not later than thirty (30) days after the expiration of the cure period.

1.9. "General Release Agreement" means a legally binding document, in a form acceptable to the Company, as amended from time to time, in which an Employee waives any and all claims against the Company (as defined in the General Release Agreement) related to their employment or separation from employment. Whether or not a Senior Executive chooses to sign the General Release Agreement is completely at their discretion.

1.10. "Performance Award" means "Performance Award" as used in the Levi Strauss & Co. 2019 Equity Incentive Plan, as amended, or any successor plan thereto.

1.11. "Plan" means the Levi Strauss & Co. Senior Executive Severance Plan, as set forth in this instrument and as hereafter amended.

1.12. "Senior Executive" means each Employee identified on Schedule A.

1.13. "Severance Benefits" means the severance benefits provided to a Senior Executive pursuant to Section 3.2 on account of their termination from the Company.

1.14. "Severance Payment(s)" or "Severance Pay" means the payments to an eligible Senior Executive pursuant to Section 3.1 on account of their termination from the Company.

1.15. "Termination Date" means the Senior Executive's final day of employment with the Company which date, in the case of the Senior Executive's involuntary termination, shall be

communicated by the Company to the Senior Executive; provided, however, that to the extent necessary to avoid taxation under Code Section 409A, a Senior Executive's Termination Date shall be the date the Senior Executive experiences a "separation from service" within the meaning of Code Section 409A and the Treasury Regulations thereunder.

1.16. "Year of Service" means a twelve (12)-month period of employment beginning on the later of the Senior Executive's hire or rehire date. Years of Service are calculated in full twelve (12)-month periods with no credit for partial years.

2. Eligibility for Severance Payments and Severance Benefits.

2.1. General Eligibility. Except as otherwise provided in the Plan, a Senior Executive is entitled to Severance Payments and Severance Benefits under the Plan only if their employment with the Company is (i) involuntarily terminated by action of the Company without Cause; or (ii) voluntarily terminated by action of the Senior Executive for Good Reason.

2.2. Exclusions. A Senior Executive is not eligible for Severance Payments or Severance Benefits if the Senior Executive:

(a) Voluntarily resigns before the Termination Date, except to the extent that the Senior Executive's voluntary resignation is for Good Reason;

(b) Is terminated because of failure to return from an approved leave of absence;

(c) Ceases to be a Senior Executive as defined by the Plan;

(d) Terminates employment with the Company by reason of death;

(e) Receives consulting fees from the Company following the Termination Date; or

(f) Is entitled to long-term disability benefits from the Company-sponsored long-term disability plan as of the date the involuntary termination would have occurred had the individual been actively at work on such date.

In addition, if an individual has a written agreement with the Company that provides for severance, separation pay or separation benefits, the terms of such agreement will determine such individual's severance rights and such individual shall not be eligible for Severance Payments or Severance Benefits (except to the extent such agreement specifically provides for participation in the Plan). For the avoidance of doubt, pursuant to the employment agreement with the Company dated December 1, 2022 as amended ("Employment Agreement"), the Company's CEO is eligible to participate in the Plan but (i) the definition of "cause" and "good reason," as defined in the Employment Agreement, shall govern the CEO's eligibility for benefits under the Plan; and (ii) the CEO's Initial RSU Award and Initial SAR Award, as such terms are defined in the Employment Agreement, shall accelerate and fully vest in full in the event of a Qualifying Termination or Qualifying CIC Termination, as such terms are defined in the Employment

Agreement. The CEO's separation benefits listed in (i) and (ii) immediately above are subject to the same conditions and requirements as Severance Pay and Severance Benefits under the Plan.

3. Amount and Form of Severance Payments and Severance Benefits.

3.1. Payment Amount. An eligible Senior Executive is entitled to receive the following Severance Payments:

(a) Severance Payments upon Involuntary Termination without Cause or Voluntary Termination for Good Reason. In exchange for signing a General Release Agreement and not timely revoking it, an eligible Senior Executive who (i) is involuntarily terminated from the Company without Cause or voluntarily terminates employment from the Company for Good Reason; and (ii) is not eligible for Severance Pay under Section 3.1(b) will be eligible to receive Severance Pay and Severance Benefits, subject to Section 3.3. An eligible Senior Executive will receive Severance Pay under this Section 3.1(a) in accordance with the following table:

CEO	104 weeks of Compensation
Other Senior Executives	78 weeks of Compensation

(b) Severance Payments upon Change in Control and Involuntary Termination without Cause or Voluntary Termination for Good Reason. In exchange for signing a General Release Agreement and not timely revoking it, an eligible Senior Executive who is involuntarily terminated from the Company without Cause or voluntarily terminates employment from the Company for Good Reason within eighteen (18) months immediately following a Change in Control will be eligible to receive Severance Pay and Severance Benefits, subject to Section 3.3. An eligible Senior Executive will receive Severance Pay under this Section 3.1(b) in accordance with the following table:

CEO	156 weeks of Compensation
Other Senior Executives	104 weeks of Compensation

3.2. Severance Benefits.

(a) "COBRA" Continuation Coverage. A Senior Executive and their eligible dependents who are enrolled in a Company-sponsored medical, dental or vision plan on the Senior Executive's Termination Date are eligible to continue coverage under these programs for up to eighteen (18) months (or such longer period as may be applicable) under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Generally, the Senior Executive is required to pay the full cost of this coverage, plus a two percent (2%) administrative fee.

If a Senior Executive and/or their eligible dependents timely elect(s) to receive medical continuation coverage through COBRA, the Company will provide a special subsidy at the coverage level in effect as of the Senior Executive's Termination Date through the earlier of (i) the end of the Senior Executive's severance payment period

under Section 3.1(a) or 3.1(b) above, as applicable; or (ii) eighteen (18) months from the Senior Executive's Termination Date (the "Subsidized COBRA Period"). During the Subsidized COBRA Period, the Senior Executive will only be required to pay the same share of the applicable premium for medical coverage that would apply if the Senior Executive were participating in the medical plan as an active employee. After the Subsidized COBRA Period, the Senior Executive will be required to pay the full applicable COBRA premium for medical coverage to continue such coverage for the remainder of the COBRA period. The Company will not subsidize Company-sponsored dental and vision benefits, or medical reimbursement account, continuation coverage under COBRA.

If the Senior Executive and/or the Senior Executive's eligible dependents become eligible for coverage under another group health plan at any time between the Senior Executive's Termination Date and the end of the Subsidized COBRA Period or are otherwise ineligible for COBRA, the Senior Executive shall promptly notify the Company and the Company shall no longer be obligated to provide subsidized medical coverage to the Senior Executive and/or the Senior Executive's eligible dependents. All of the terms and conditions of the corresponding medical, dental and/or vision plans sponsored by the Company, as amended from time to time, will apply to a Senior Executive (and their eligible dependents) receiving COBRA continuation coverage. All periods of Company-subsidized coverage are counted toward the maximum continuation coverage period under COBRA.

Notwithstanding the foregoing, if the Company determines in its sole discretion that it cannot provide the foregoing benefit without potentially violating applicable laws (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to the Senior Executive a taxable monthly payment in an amount equal to the excess of the monthly COBRA premium that the Senior Executive is required to pay to continue the Senior Executive's and their dependents' group health coverage over the premium for medical coverage that the Senior Executive would be required to pay for such coverage if they were participating in the medical plan as an active employee, which amount shall be paid, net of tax withholding, on the first day of each month during the Subsidized COBRA period.

(b) Outplacement Benefits. Eligible Senior Executives may be entitled to receive reasonable outplacement counseling and job search benefits. In no event will the Company provide such outplacement benefits to an eligible Senior Executive later than December 31 of the second year following the Termination Date.

(c) Equity Awards.

(i) If a Senior Executive (1) has been granted a Stock Appreciation Right or Restricted Stock Unit Award from the Company; (2) such Stock Appreciation Right or Restricted Stock Unit Award is subject to time-based vesting; and (3) the Senior Executive's Termination Date is at least twelve (12) months after the date of grant of such Stock Appreciation

Right or Restricted Stock Unit Award (or, in the case of a Stock Appreciation Right or Restricted Stock Unit Award granted on or after January 1, 2025, at least six (6) months after the date of grant), the Senior Executive will be deemed to continue their employment service for the duration of the Senior Executive's severance payment period under Section 3.1(a) solely for determining vesting with respect to the Stock Appreciation Right or Restricted Stock Unit Award. The post-termination exercise period of any Stock Appreciation Rights that continue to vest in accordance with the preceding sentence shall run from the end of the severance payment period under Section 3.1(a) instead of from the Senior Executive's Termination Date; provided, however, that any Stock Appreciation Rights that (1) were previously vested and have not expired or that continue to vest in accordance with the preceding sentence; and (2) were granted under the Company's Equity Choice program or similar program providing Senior Executives with a choice to receive Stock Appreciation Rights instead of cash or full-value share awards, will have their exercise period extended to one (1) day prior to the expiration of the exercise period in such award. If a Senior Executive (1) has been granted a Performance Award from the Company on or after January 1, 2018; and (2) the Senior Executive's Termination Date is at least twelve (12) months after the date of grant of such Performance Award (or, in the case of a Performance Award granted on or after January 1, 2025, at least six (6) months after the date of grant), the Senior Executive will be deemed to continue their employment service for the duration of the Senior Executive's severance payment period under Section 3.1(a) solely for determining vesting with respect to the Performance Award, and such Performance Award shall be pro-rated based on (A) the number of days from the beginning of the Performance Period to the Senior Executive's Termination Date, divided by (B) the number of total days in the Performance Period. Section 3.2(c)(i) does not apply if the Senior Executive is eligible for Severance Pay under Section 3.1(b). In addition, in the case of a Stock Appreciation Right, Restricted Stock Unit Award or Performance Award, if the Termination Date is at least six (6) months after the date of grant, the vesting provisions of such award applicable to "Retirement" (as defined in the applicable award agreement) will apply if the Senior Executive has either attained age fifty-five (55) and completed at least five (5) years of Continuous Service (as defined in the applicable award agreement), or has attained age fifty (50) and completed at least ten (10) years of Continuous Service, on the Termination Date, and the Senior Executive otherwise satisfies the requirements for continued vesting following Retirement under the terms of the applicable award agreement.

(ii) If a Senior Executive (1) has been granted a Performance Award from the Company on or after January 1, 2017; and (2) becomes eligible for Severance Pay under Section 3.1(b), vesting of such Performance Award

shall be accelerated in full to the Senior Executive's Termination Date and the Senior Executive shall receive a payout of the Performance Award at one-hundred percent (100%) of the target award opportunity within ten (10) days following the sixtieth (60^{th}) day after the Senior Executive's Termination Date.

(iii) Any other equity awards previously granted to a Senior Executive will be governed solely by the applicable plan or the applicable award agreement.

(d) Prorated Annual Bonus. A Senior Executive will be entitled to a prorated annual bonus through the Termination Date for the fiscal year in which the Termination Date occurs, based on actual financial results and one-hundred percent (100%) for the individual component. Such bonus will be paid no later than the fifteenth (15^{th}) day of the third (3^{rd}) month following the later of (i) the last day of the Company's fiscal year in which the Termination Date occurs; or (ii) the last day of the calendar year in which the Termination Date occurs.

(e) No Substitute Payments. A Senior Executive may not receive cash or any other benefit in lieu of the available Severance Benefits.

(f) Qualifying for Retirement and Duplication of Benefits. If a Senior Executive qualifies for retirement under one of the Company's benefit plans or programs, and the benefit provided under that benefit plan or program provides an equivalent or duplicative category of benefit as the benefit described in paragraphs (a), (b), (c) or (d) in this Section 3.2, the Senior Executive will receive either (i) the benefit provided under that benefit plan or program; or (ii) the benefit described in this Section 3.2, whichever of (i) or (ii) provides more generous payment or benefit amounts, terms or conditions. In no event will a Senior Executive receive both a benefit provided under a benefit plan or program and the equivalent or duplicative category of benefit described in paragraphs (a), (b), (c) or (d) of this Section 3.2; provided, however, that such prohibition shall not operate to accelerate or defer the payment of any deferred compensation subject to Code Section 409A. The terms of this Plan will not affect a Senior Executive's eligibility for retirement under one of the Company's other benefit plans or programs.

3.3. Conditions and Limitations on Severance Payments and Severance Benefits. Severance Pay and Severance Benefits are specifically conditioned upon the Senior Executive signing, submitting and, if applicable, not later revoking a General Release Agreement to mbxDepartureDocuments@levi.com. The General Release Agreement will be in a form acceptable to the Company, in its sole discretion. Under no circumstances will any Severance Pay or Severance Benefits be made to a Senior Executive who elects not to sign, or who revokes, a General Release Agreement. The consideration for the General Release Agreement will be the Severance Pay and Severance Benefits the eligible Senior Executive would not otherwise be eligible to receive.

3.4. Form and Timing of Severance Payments and Severance Benefits.

(a) Severance Payments under Section 3.1(a) will be paid in installments in accordance with the Company's regular payroll payment schedule following the eligible Senior Executive's Termination Date and Severance Payments under Section 3.1(b) will be paid in a lump sum as soon as practicable following the eligible Senior Executive's Termination Date, subject to the timing requirements in Section 3.6; provided, however, that any Severance Pay and Severance Benefits which become available will commence only after the General Release Agreement has been signed, and the revocation period, if any, for the signed General Release Agreement has passed without revocation. Notwithstanding the foregoing, if the Change in Control resulting in Severance Payments under Section 3.1(b) is not a change in control event with respect to the Senior Executive as defined in Treasury Regulation Section 1.409A-3(i)(5), then, to the extent required to avoid taxation under Code Section 409A, the Severance Payments payable under Section 3.1(b) shall be paid at the same time and in the same manner as provided in Section 3.1(b).

(b) If the Company reemploys an eligible Senior Executive who is receiving Severance Pay or Severance Benefits under the Plan, the individual will become ineligible and such pay and benefits will cease effective as of the reemployment date.

(c) If a Senior Executive dies before Severance Payments are completed, any remaining Severance Payments will be made to the Senior Executive's estate in a lump-sum within sixty (60) days (or as soon as legally permitted) after the Senior Executive's death.

(d) The amounts payable pursuant to Section 3.1(a) will cease if the Senior Executive breaches any enforceable restrictive covenant agreement the Senior Executive has signed with the Company, including any duty to protect confidential information.

3.5. Plant Shut-Down or Mass Layoff. If the Senior Executive is laid off or discharged because of a plant shut-down or mass layoff to which the federal, or any state, Worker Adjustment and Retraining Notice Act ("WARN") applies, Severance Payments and Severance Benefits will not be available, except as provided in this Section 3.5. The Company shall provide notice of termination of employment (and may, at its discretion, place employees on paid administrative leave during some portion or all of the WARN notice period), or pay in lieu of notice, or a combination of notice and pay in lieu of notice in accordance with the provisions of WARN. The amount of severance payments to which the Senior Executive is entitled under the Plan shall be determined by subtracting the number of days' pay in lieu of notice (or pay received while on administrative leave during a period for which WARN notice is given) the Senior Executive receives pursuant to WARN from the amount of severance payments to which they would be otherwise entitled under this Plan. The period of Company-subsidized medical coverage under Section 3.2, however, shall not be reduced by the time during which the Senior Executive receives continued medical coverage as part of the WARN notice period. Instead, the period of Company-subsidized medical under Section 3.2 shall commence as of the date the WARN notice period expires.

3.6. General Release Agreement. The General Release Agreement will be furnished to

an eligible Senior Executive at a time and in a manner to be determined by the Company and in accordance with applicable law. It is completely within the eligible Senior Executive's own discretion as to whether they elect to sign the General Release Agreement. An eligible Senior Executive is encouraged to review the General Release Agreement with their personal attorney, if the Senior Executive so desires.

Time Frame for Signing. A Senior Executive less than age forty (40) on the date they receive the General Release Agreement, must sign, date and return it to the Plan Administrator within twenty-one (21) calendar days of the date of receipt, unless a later date is expressly stated in the General Release Agreement.

A Senior Executive age forty (40) or older on the date they receive the General Release Agreement, must sign and return it at any time within twenty-one (21) calendar days of the date of receipt (for an individual termination) or at any time within forty-five (45) calendar days of receipt (for a group termination), unless a later date is expressly stated in the General Release Agreement. In the event of a group termination, as determined in the sole discretion of the Company, the Company will furnish affected Senior Executives with such additional information as may be required by law.

Revocation Right. A Senior Executive who is less than age forty (40) and does not work or reside in Minnesota on the date of receipt cannot revoke the General Release Agreement once the Senior Executive has signed it. A Senior Executive who is age forty (40) or over and does not work or reside in Minnesota may revoke their signed General Release Agreement in writing within seven (7) days after their signing the General Release Agreement. A Senior Executive who works or resides in Minnesota on the date of receipt may revoke their signed General Release Agreement in writing within fifteen (15) calendar days after it has been signed and returned. Any such revocation must be in writing and received by email or mail to the Plan Administrator, c/o Emily Knoles, Associate General Counsel, Levi Strauss & Co., P.O. Box 7215, San Francisco, CA 94120, eknoles@levi.com. Any revocation received or postmarked after the seven (7)-day or fifteen (15)-day period, as applicable, will not be effective.

Notwithstanding the foregoing, in all events the Senior Executive must execute the General Release Agreement, and any revocation period must have expired, not later than sixty (60) days after the Termination Date in order to receive Severance Pay and Severance Benefits. If such sixty (60)-day period ends in the calendar year following the year that includes the Termination Date, payment of any Severance Pay or Severance Benefits that are subject to Code Section 409A shall be paid or commence to be paid on the first normal payroll date of the calendar year following the year that includes the Termination Date or such later time required by the payment schedule applicable to the payment or benefit, the date the General Release Agreement becomes effective, or Section 3.8 below; provided that the first payment shall include all amounts that would have been paid to the Senior Executive if payment had commenced on the Termination Date, if applicable.

3.7. Withholding; Taxes. The Company will withhold from all Severance Payments

and Severance Benefits all required federal, state, local and other taxes and any other payroll deductions required. In addition, the Company reserves the right to treat the COBRA subsidy described in Section 3.2(a) and any other benefit hereunder as taxable compensation to the Senior Executive (without a tax gross-up) or to restructure such benefit(s), in each case, to the extent necessary or advisable under applicable law.

3.8. Code Section 409A Compliance. For purposes of Code Section 409A, each "payment" (as defined by Code Section 409A) made under the Plan will be considered a "separate payment." Each such payment will be deemed exempt from Code Section 409A to the full extent permissible under the "short-term deferral exemption" under Treasury Regulation Section 1.409A-1(b)(4) and, with respect to amounts that are not exempt under the short-term deferral exemption or any other exemption and are paid no later than the last day of the second taxable year following the taxable year containing the Senior Executive's Termination Date, the "two years/two times" separation pay exemption under Treasury Regulation Section 1.409A-1(b)(9)(iii), which are hereby incorporated by reference. In the event that any Senior Executive is a "specified employee" as defined in Code Section 409A on the Senior Executive's Termination Date, Severance Pay or Severance Benefits that are subject to Code Section 409A shall not be paid until the earlier of the first (1st) payroll date that occurs on or after the date that is six (6) months and one (1) day following the Termination Date, or the date of the Senior Executive's death, and all amounts that would otherwise have been paid prior to such date shall be paid as soon as practicable after such date in a lump sum without interest. The Plan is intended to comply in all respects with Code Section 409A, and to the maximum extent permitted by law shall be so construed. Notwithstanding the foregoing, in no event shall the Company have liability to a Senior Executive for any penalty or other adverse tax consequences resulting from Code Section 409A or otherwise.

3.9. Limitation on Payments.

(a) Notwithstanding anything in this Plan to the contrary, if any payment or benefit a Senior Executive would receive from the Company under this Plan or otherwise ("Payment") would (i) constitute a "parachute payment" within the meaning of Code Section 280G; and (ii) but for this sentence, be subject to the excise tax imposed by Code Section 4999 (the "Excise Tax"), then such Payment shall be equal to the Best After-Tax Amount. The "Best After-Tax Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax; or (y) the largest portion, up to and including the total, of the Payment; whichever amount under clauses (x) or (y), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest marginal rate), results in the Senior Executive's receipt, on an after-tax basis, of the greater amount of the Payment. Any reduction made pursuant to this Section 3.9(a) shall be made in accordance with the following order of priority in a manner consistent with Code Section 409A: (1) first from cash compensation in the reverse order such compensation would otherwise be paid, (2) next from unvested equity compensation that vests based upon the achievement of performance objectives, (3) next from unvested equity compensation that vests solely on the basis of continued employment, then (4) pro-

rata among all remaining payments and benefits. In no event shall the Senior Executive have any discretion with respect to the ordering of payment reductions.

(b) Any determination required under this Section 3.9 will be made in writing by an independent firm selected by the Company and the Senior Executive (the "Firm"), whose determination will be conclusive and binding upon the Senior Executive and the Company for all purposes. For purposes of making the calculations required by this Section 3.9, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Code Sections 280G and 4999. The Company and the Senior Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 3.9. The Company will bear all costs and charges of the Firm in connection with any calculations contemplated by this Section 3.9.

4. Administration.

The Company is the "Plan Administrator" of the Plan and the "named fiduciary" within the meaning of such terms as defined in ERISA. The Company has the discretionary authority to determine eligibility for Plan benefits and to construe the terms of the Plan, including the making of factual determinations. Severance Pay and Severance Benefits under the Plan will be payable only if the Company determines in its sole discretion that the Senior Executive is entitled to them. The decisions of the Company will be final and conclusive with respect to all questions concerning the administration of the Plan. The Company may delegate to other persons responsibilities for performing certain of its duties under the Plan and may seek such expert advice as it deems reasonably necessary with respect to the Plan. The Company may rely upon the information and advice furnished by such delegatees and experts, unless actually knowing such information and advice to be inaccurate or unlawful.

5. Amendment or Termination.

Senior Executives do not have any vested rights to Severance Payments or Severance Benefits. The Company reserves the right, in its sole and unlimited discretion, to amend or terminate the Plan at any time by action of the Human Resources Committee of the Board, or the Board in the case of Severance Pay and Severance Benefits for the CEO, without prior notice to any Senior Executive.

6. Claims Procedure.

(a) Any person who believes they are entitled to any payment under the Plan ("Applicant") may submit a claim in writing to the Company. Any such claim must be submitted not more than one-hundred eighty (180) days after the Senior Executive's Termination Date, and should be sent to the Health & Welfare Plans Administrative Committee (the "Committee"), c/o Levi Strauss & Co., P.O. Box 7215, San Francisco, CA 94120, Attention: Senior Vice President - People Operations and Rewards. All claims will be reviewed either by the Committee or by a person delegated by the Committee to review claims, and, if a claim is denied in whole or in part, the Committee (or such

person to whom the review function has been delegated) will furnish the Applicant within ninety (90) days after receipt of such claim with a written notice, written in a manner calculated to be understood by the Applicant, which includes (i) the specific reason(s) for the denial; (ii) specific references to the Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for properly completing the claim and an explanation why such material or information is necessary; (iv) a statement that the Applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information relevant to their claim; and (v) an explanation of the Plan's appeal procedures. The ninety (90)-day period for responding to a claim may be extended by up to an additional ninety (90) days if the person reviewing the claim determines that special circumstances require an extension, and the Applicant is given a written notice of the extension, including an explanation of the reason for the extension and an estimate of when the claim will be resolved, by the end of the initial ninety (90)-day period.

(b) An Applicant may appeal the denial of their claim and have the Committee reconsider the decision. The Applicant or the Applicant's authorized representative has the right to: (i) request an appeal by written notice to the Committee at the address identified above no later than sixty (60) days after the receipt of the notice from the Committee denying the Applicant's claim; (ii) upon request and free of charge, review or receive copies of any documents, records or other information relevant to the Applicant's claim; and (iii) submit written comments, documents, records and other information relating to the Applicant's claim in writing to the Committee. In deciding the Applicant's appeal, the Committee will take into account all comments, documents, records and other information submitted by the Applicant relating to the claim, regardless of whether such information was submitted or considered in the initial review of the claim. If the Applicant does not provide all the necessary information for the Committee to process the appeal, the Committee may request additional information and set deadlines for the Applicant to provide that information.

(c) The Committee's decision on review will be in writing, written in a manner calculated to be understood by the Applicant, and will include (i) specific reason(s) for the decision; (ii) specific references to the Plan provisions on which the decision is based; (iii) a statement that the Applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information relevant to their claim; and (iv) a statement of the Applicant's right to bring a civil action under ERISA Section 502(a) following a denial of their appeal for benefits. The notice will be delivered to the Applicant within sixty (60) days after the request for review is received, unless special circumstances require a longer period, in which event the sixty (60)-day period may be extended by up to an additional sixty (60) days if the Applicant is given a written notice of the extension, including an explanation of the reason for the extension and an estimate of when the appeal will be resolved, by the end of the initial sixty (60)-day period.

(d) The provisions of this Section 6 are intended to comply with ERISA

Section 503 and the Regulations issued thereunder, and will be so construed. In accordance with such Regulations, each Applicant will be entitled, upon written request and without charge, to review and receive copies of all material relevant to their claim within the meaning of Department of Labor Regulation Section 2560.503-1(m)(8), and to be represented by a qualified representative.

(e) In further consideration of being permitted to participate in the Plan, each eligible Senior Executive understands and agrees on behalf of themself, and all other persons claiming through the Senior Executive, that they must not commence any action at law or equity (including without limitation any action under ERISA Section 502), or any proceeding before any administrative agency, for payment of any benefit under this Plan without first filing a written claim for such benefit and appealing the denial of that claim in accordance with the provisions of this Section 6, and in any event not more than one-hundred eighty (180) days after the appeal is denied in accordance with paragraph (c) above.

7. Source of Payments.

All Severance Payments and Severance Benefits will be paid in cash from the general funds of the Company; no separate fund will be established under the Plan and the Plan will have no assets. Any right of any person to receive any payment under the Plan will be no greater than the right of any other unsecured creditor of the Company.

8. Inalienability.

In no event may any Senior Executive sell, transfer, anticipate, assign or otherwise dispose of any right or interest under the Plan. At no time will any such right or interest be subject to the claims of creditors nor liable to attachment, execution or other legal process.

9. Recovery of Payments Made by Mistake.

An eligible Senior Executive must return to the Company any Severance Payment or Severance Benefit, or portion thereof, made by a mistake of fact or law. The Company has all remedies available at law or in equity for the recovery of such amounts.

10. No Enlargement of Employment Rights.

Neither the establishment or maintenance of the Plan, the payment of any amount by the Company nor any action of the Company will confer upon any individual any right to be continued as an Employee nor any right or interest in the Plan other than as provided in the Plan. Other than an Employee who has a written agreement to the contrary signed by the CEO or a Senior Vice President of the Company, every Employee is an employee-at-will whose employment with the Company may be terminated by the Company or the Employee at any time with or without cause and with no notice.

11. Applicable Law.

The provisions of the Plan will be construed, administered and enforced in accordance with

ERISA and, to the extent applicable, the laws of the State in which the Senior Executive resides on the Termination Date.

12. Severability.

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provision of the Plan, and the Plan will be construed and enforced as if such provision had not been included.

LEVI STRAUSS & CO.

/s/ David Jedrzejek
David Jedrzejek
Senior Vice President & General Counsel, Interim CHRO

Dated: December 11, 2024

SCHEDULE A

For purposes of this Plan, the following positions are designated as Senior Executives, assuming the Employee in the position is also a U.S. Home Office Payroll Employee at the time of termination:

President & Chief Executive Officer

Chief Commercial Officer

Executive Vice President, Chief Financial Officer & Chief Growth Officer

Executive Vice President & Chief Operations Officer

Executive Vice President & Chief Human Resources Officer

Senior Vice President & General Counsel

Senior Vice President & Chief Product Officer

Senior Vice President & Chief Communications Officer

Senior Vice President & Chief Digital Officer

Senior Vice President & Chief Marketing Officer

Senior Vice President & Chief Transformation Officer

Chief Merchandising Officer

Chief Executive Officer of Dockers

President & Chief Executive Officer, Beyond Yoga

This list is subject to change and may be revised at any time by the CEO without approval of the Board

Date: September 13, 2024
Name: Tracy Layney

General Release Agreement

This document sets forth the agreement between you and Levi Strauss & Co. ("LS&Co." or the "Company") regarding severance pay and benefits and your release of certain claims.

1. **Separation Date.** Your employment with LS&Co. will terminate on **February 2, 2025** (the "Separation Date"). Your last day worked (last day in the office) will be **October 11, 2024**. From October 11, 2024 to February 2, 2025 you will be available for consultation as needed with LS&Co.

2. **Severance Pay.** In consideration of this General Release Agreement and pursuant to the Levi Strauss & Co. Senior Executive Severance Plan (the "Plan"), you will receive **$975,000** in total severance ("Severance Pay"), which equals **78 weeks** of compensation (as defined by the Plan). This is conditioned upon you remaining employed by LS&Co. through the Separation Date. All payments to you will be subject to withholding for all taxes required by law and to those deductions you have already authorized in writing. Additional information regarding Severance Pay and the Severance Benefits described below is contained in the Plan, as amended and restated effective January 1, 2024. The Plan governs all matters with respect to severance, separation pay and separation benefits for executives in the Company whose employment is involuntarily terminated on or after January 1, 2024.

3. **Severance Benefits.** As consideration for this General Release Agreement, LS&Co. will provide the Severance Benefits described in this Section 3.

   a. **Group Health Benefits.** Except for COBRA continuation, your group health benefits end at the end of the month of your Separation Date. Whether or not you sign this General Release Agreement, you may be eligible to continue receiving group health benefits pursuant to the federal COBRA law. The details of COBRA continuation are provided with your exit package.

   Provided you sign and do not timely revoke this General Release Agreement, if you are eligible for and properly elect continued group medical coverage through COBRA, then LS&Co. will subsidize the cost of medical coverage under COBRA for the earlier of (i) the period of time in which you receive Severance Pay under Section 2 above or (ii) eighteen (18) months (the "Severance Pay Period"). The subsidy will reduce the COBRA coverage cost so that you will pay an amount equivalent to the contribution required for active employees, plus a 2% administrative fee. When the applicable number of subsidy weeks has ended, you must pay the full cost of medical coverage plus a 2% administrative fee to continue coverage for the remaining COBRA period. The LS&Co. subsidy will cease upon your accepting other employment

and becoming eligible for group medical benefits through another employer, whether or not you elect to participate in such plan. There is no COBRA subsidy for dental or vision benefits.

b. **Retiree Medical Benefits.** To the extent you are eligible for the Company's retiree health benefits program, if you retire and become covered by the Company's retiree health benefits program, the Company will pay the full cost for the retiree medical coverage during the Severance Pay Period, reduced by the period during which you received subsidized COBRA coverage.

c. **Outplacement Benefits.** You will be able to participate in any outplacement counseling and job search benefits made available by the Company at your Separation Date for a period of time that will end no later than December 31st of the second year following your Separation Date.

d. **Equity Awards.** If (i) you have been granted a Stock Appreciation Right or Restricted Stock Unit award from the Company, (ii) such Stock Appreciation Right or Restricted Stock Unit award is subject to time-based vesting, and (iii) your Separation Date is at least twelve (12) months after the date of grant of such Stock Appreciation Right or Restricted Stock Unit award, the Stock Appreciation Right or Restricted Stock Unit award shall continue to vest for the duration of your Severance Pay Period. The post-termination exercise period of any Stock Appreciation Rights that continue to vest as described above shall run from the end of the Severance Pay Period instead of from your Separation Date.

If you (i) have been granted a Performance Award from the Company on or after January 1, 2018 and (ii) your Separation Date is at least twelve (12) months after the date of grant of such Performance Award, the Performance Award shall continue to vest for the duration of your Severance Pay Period, and such Performance Award shall be pro-rated based on (A) the number of days from the beginning of the Performance Period to your Separation Date, divided by (B) the number of total days in the Performance Period.

Any other equity awards previously granted to you will be governed solely by the applicable plan or the applicable award agreement.

e. **Prorated Annual Bonus**. You will be entitled to a prorated annual bonus through your Separation Date for the fiscal year in which your Separation Date occurs, based on actual Company financial results and 100% of your individual component. Such bonus will be paid no later than the 15th day of the third month following the later of (i) the last day of the Company's fiscal year in which the Separation Date occurs or (ii) the last day of the calendar year in which the Separation Date occurs.

f. **Qualifying for Retirement and Duplication of Benefits**. If you qualify for retirement under one of the Company's benefit plans or programs and the benefit provided under that benefit plan or program provides a category of benefit equivalent to or duplicative with the benefit described in paragraphs (a), (b), (c), (d) or (e) in this Section 3, you will receive either (i) the benefit provided under that benefit plan or program or (ii) the benefit described in this Section 3, whichever provides more generous payment or benefit amounts, terms or conditions. In no event will you receive both a benefit provided under a benefit plan or program and the equivalent or duplicative category of benefit described in paragraphs (a), (b), (c), (d) or (e) of this Section 3; provided, however, that such prohibition shall not operate to accelerate or defer the payment of any deferred compensation subject to Code Section 409A. The terms of the Plan will not affect your eligibility for retirement under one of the Company's other benefit plans or programs.

g. **Supplemental Severance Benefits.** You may be entitled to supplemental severance benefits in addition to the severance benefits provided under the Plan. If you are entitled to supplemental severance benefits, those benefits will be set forth in an attachment titled "Severance Benefit Enhancements," which is incorporated by reference and made a part of this General Release Agreement.

4. General Release and Waiver of Claims.

a. In consideration of the Severance Pay and Severance Benefits, to be provided pursuant to the Plan, you agree to release and forever discharge the Company, its subsidiaries and affiliates, and each of its and their parent organizations, predecessors, successors and assigns, and all of its and their past and present officers, directors, employees, agents, attorneys, associates, insurers and employee benefit plans (hereinafter collectively "Company Releasees") from any and all claims, demands, liabilities, damages or causes of action arising out of facts or occurrences before the date you sign this General Release Agreement, whether known or unknown to you, including claims arising out of your employment with the Company or any of its wholly-owned U.S. subsidiaries and your separation from employment (hereinafter collectively "Claims").

b. You understand that by releasing the Company Releasees from each and every Claim, you are giving up rights to bring all Claims against any Company Releasee based on any action, decision or event occurring before the date you sign this General Release Agreement. This release covers all Claims against the Company Releasees, including but not limited to those arising under tort, contract and local, state or federal statute, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act, as amended; Section 1981 of the Civil Rights of 1864, as amended; the Age Discrimination in Employment Act, as amended (the "ADEA"); the Employee Retirement Income Security Act, as amended; the Family and Medical Leave Act of 1993; the Fair Labor

Standards Act, as amended; the American's with Disabilities Act, as amended; the Worker Adjustment and Retraining Notification Act; whistleblower protection statutes; and any other federal, state, tribal or local law, statute, regulation or ordinance concerning employment, including termination of employment, including but not limited to laws prohibiting discrimination based on age, race, creed, color, religion, national origin, sex, disability, HIV/AIDS status, genetic information, marital status, sexual orientation, gender identity, military service or veteran status or any other protected classification; and claims for monetary damages, attorney's fees, litigation costs or other monetary relief. However, nothing in this General Release Agreement limits your right to receive money from the Securities Exchange Commission as a reward for providing information to that agency.

c. **State Release Exclusions and Requirements.** Please see the "State Law Exhibit for State Release Provisions" below for additional release provisions that will apply to you if you reside in or last worked for the Company in one of the states listed on the State Law Exhibit. The State Law Exhibit is part of this General Release Agreement.

5. **General Release Exclusions.** You understand that, notwithstanding Section 4 above, nothing in this General Release Agreement is intended to unlawfully waive or interfere with any of your rights under any laws or to prevent, impede, or interfere with your ability right to: (a) provide truthful testimony if under subpoena to do so, (b) file a charge with, testify before, or provide information to any federal, state or local administrative agency (such as the U.S. Equal Employment Opportunity Commission) or cooperate in an agency investigation (except that you acknowledge that you cannot recover money in connection with any such charge or investigation), (c) challenge the validity of this release under the ADEA, (d) seek to enforce this General Release Agreement or (e) pursue any rights or claims that may arise after the date you sign this General Release Agreement.

Further excluded from this release are any claims or rights you may have:

(a) for unemployment benefits under applicable law;

(b) for workers' compensation insurance benefits;

(c) to continue participation in certain of the Company's group health benefit plans pursuant to COBRA, if applicable, and/or any applicable state law counterpart to COBRA; and

(d) to any benefit entitlements vested as of your Separation Date, pursuant to written terms of any applicable employee benefit plan sponsored by the Company.

Nor does this General Release Agreement waive any other claims or rights that cannot be waived as a matter of applicable law.

6. **Confidential Information.** You hereby acknowledge that you are bound by all confidentiality agreements that you entered into with the Company or any and all past and current parent, subsidiary, related, acquired and affiliated companies, predecessors and successors thereto (which agreements are incorporated herein by this reference), that as a result of your employment you have had access to the Confidential Information (as defined in such agreement(s)), that you will hold all such Confidential Information in strictest confidence and that you may not make any use of such Confidential Information on behalf of yourself or any third party. By signing this General Release Agreement, you further confirm that you have delivered to the Company all documents and data of any nature containing or pertaining to such Confidential Information and that you have not taken with you any such documents or data or any reproduction thereof. Consistent with the federal Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under federal or state trade secret law for disclosing a Company trade secret:

(a) in confidence either directly or indirectly to an attorney, or any federal, State, or local government official, for the sole purpose of reporting or investigating a suspected violation of law; (b) in a complaint or other document filed under seal in either a lawsuit or other proceeding; or (c) to your attorney(s) or in a lawsuit filed by you alleging retaliation by the Company for reporting a suspected violation of the law (should you decide not to sign this General Release Agreement and thereby release all claims for retaliation), so long as any document containing trade secrets is filed under seal and you do not otherwise disclose the trade secrets except pursuant to court order.

7. **Breach.** You agree that your Severance Payments will cease if you breach any enforceable restrictive covenant agreement you have signed with the Company, or any of the Company's affiliates or subsidiaries, including any duty to protect confidential information.

8. **Non-Disparagement.** You promise that you will not at any time, directly or indirectly, make or publish any statements or comments, either verbally or in writing, that injure the reputation or goodwill of any Company Releasee. Your promise in these regards includes but is not limited to internet communications, statements or comments to the media, to current or former Company employees, or other third parties, as well as postings on social media such as Facebook, Twitter, Instagram and the like. This promise is subject to and without waiving your rights specified in Sections 4(c) and 5 above. Michelle Gass, Harmit Singh, David Jedrzejek and Kelly McGinnis in their capacities with the Company, promise not to do or say anything, verbally or in writing, directly or indirectly, that disparages, reflects negatively on or otherwise detrimentally and/or adversely affects you.

9. **Re-Employment.** If you are receiving Severance Pay and Severance Benefits and you are re-employed by LS&Co., you will become ineligible for the Plan and

any remaining Severance Pay and Severance Benefits will cease as of your reemployment date.

10. **Non-Admission of Liability.** This General Release Agreement is not an admission by the Company or any other Company Releasee that the Company or any other Company Releasee has acted wrongfully with respect to you or any other

person. The Company and other Company Releasees specifically deny any liability for wrongful acts against you or any other person.

11. **Return of Employer Property.** You affirm that you have returned to LS&Co. all documents, notes, reports, plans, keys, computers, office equipment, security cards and/or identification cards, charge cards, customer lists, computer or other files, employee directories, product information and other documents, copies of documents and property which were created, developed, generated or received by you during your employment or which are Company property, whether or not such items are confidential to LS&Co., unless the return of a particular item has been expressly excepted by the Company in writing.

12. **Further Cooperation.** You agree to cooperate with LS&Co. in connection with any pending or future investigation or litigation in which LS&Co. or other Company Releasees believe you are an individual with relevant knowledge, subject to and without waiving your rights specified in Sections 4(c) and 5 above.

13. **Confidentiality of Agreement.** You agree to keep confidential this General Release Agreement and will not reveal its contents to anyone except your attorney, your spouse/partner or your accountant, or as required by law or legal process. This promise is subject to and without waiving your rights specified in Sections 4(c) and 5 above.

14. **Time to Consider.** You may take until the later of the following periods to review and consider this General Release Agreement: (i) 21 calendar days after you receive this letter, or (ii) the Separation Date. If your Separation Date is more than 21 calendar days after you receive this General Release Agreement, please sign the Agreement on your Separation Date, and return it no later than (3) business days from your Separation Date; ***this General Release Agreement must be signed on or before your time to consider ends on Date.***

Please send the executed signature page of your General Release Agreement to:

LS&Co. AskHR
P.O. Box 2079
Fort Lee, NJ 07024-2079

Please also scan and email a copy of the executed signature page to **mbxdeparturedocuments@levi.com**.

If you have not signed and returned the executed signature page of this General Release Agreement within the specified time period, the offer reflected in this

General Release Agreement will expire. Once you have accepted the terms of this General Release Agreement, you will have an additional 7 calendar days in which to revoke your acceptance (15 calendar days if you work or live in Minnesota). To revoke, you must send a written statement of revocation to the Executive Vice President & General Counsel, P.O. Box 7215, San Francisco, CA 94120-6916. If you timely revoke, you will receive no benefits under this General Release Agreement. If you do not revoke this General Release Agreement, the General Release Agreement shall become effective on the date immediately following the applicable revocation period (the "Effective Date").

In accordance with the ADEA, you acknowledge that: (1) you are hereby advised in writing to consult with an attorney before signing this General Release Agreement; (2) as consideration for signing this General Release Agreement, you have received benefits and compensation to which you would otherwise not be entitled; and (3) if you sign the General Release Agreement before 21 calendar days, you do so voluntarily.

15. **Effect of Failure to Sign.** You acknowledge that if you (i) do not sign this General Release Agreement, or (ii) do sign the General Release Agreement but thereafter timely revoke, your employment will still be terminated as of your Separation Date and you will not be eligible to receive any Severance Pay and Severance Benefits.

16. **Additional Understandings and Acknowledgements. You further acknowledge and agree:**

a. You have entered into this General Release Agreement knowingly and voluntarily, having given the matter full and careful consideration;

b. The Severance Pay and Severance Benefits provided to you under this General Release Agreement are in addition to those you are entitled to receive apart from this General Release Agreement; and

c. You have received all pay to which you are entitled, including overtime, if any, as of the end of the last payroll period for which you have received pay as of the date you sign this General Release Agreement.

18. **Severability.** The provisions of this General Release Agreement are severable, and if any provision is found to be unenforceable, the other provisions will remain fully valid and enforceable.

19. **Governing Law.** This General Release Agreement will be construed under federal law and, where applicable, the laws of the state in which you reside on your Separation Date, without reference to its conflicts of choice of law rules.

20. **Entire Agreement.** This General Release Agreement and the Plan are an integrated document.

PLEASE READ CAREFULLY. THIS GENERAL RELEASE AGREEMENT INCLUDES A GENERAL RELEASE OF ALL KNOWN AND UNKNOWN

CLAIMS. I AM ENTERING INTO THIS GENERAL RELEASE AGREEMENT VOLUNTARILY, HAVING BEEN ADVISED OF MY RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING THIS GENERAL RELEASE AGREEMENT. I AM NOT RELYING ON ANY REPRESENTATION OR UNDERSTANDING NOT STATED IN THIS GENERAL RELEASE AGREEMENT.

Agreed

/s/ Tracy Layney October 7, 2024

Tracy Layney (Date) (By October 7, 2024)

Tracy Layney (Date) (By February 2, 2025)

SEVERANCE BENEFIT ENHANCEMENTS

Pursuant to Paragraph 3(g) of the General Release Agreement, you are entitled to the additional supplemental severance benefits in addition to the benefits provided under the Plan. These enhancements are incorporated by reference into the General Release Agreement.

Executive Physical Program. You will remain eligible for the Company-paid Executive Physical Program through the end of the calendar year of your termination date, which will be the end of 2025.

AYCO Support. You will remain eligible for the Company-paid AYCO support for financial benefits planning through the end of the calendar year of your termination date, which will be the end of 2025.

Technology Devices. You will be able to retain your Company-issued cell phone, laptop and ipad. You will be expected to wipe all Company property from the technology devices before retaining them for your personal use.

Except as specified herein, you will not be eligible for any additional severance enhancements.

STATE LAW EXHIBIT FOR STATE LAW RELEASE PROVISIONS

If you reside or last worked for the Company in any of the following states, the applicable state provisions below are part of this General Release Agreement:

State	**Release Provision**
Alabama	In the event you exercise any rights in this Agreement's "General Release Exclusions" section in a state proceeding in Alabama, you must notify the Company prior to disclosing to third parties information protected under the Alabama Non-Disparagement Obligations Act.
California	You expressly waive the protection of Section 1542 of the California Civil Code, which states that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY". You understand that, notwithstanding Section 4 of this General Release Agreement, nothing in this General Release Agreement is intended to prevent, impede, or interfere with your ability or right to testify in court under subpoena or court order regarding sexual harassment or criminal conduct by the Company or its agents or employees, or before a state legislature in those regards if your testimony is requested in writing by the legislature. Nothing in this Agreement's Non-Disparagement section or anything else in this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.
Colorado	Nothing in this Agreement or Company policy limits your rights to make truthful disclosures regarding (i) workplace health and safety practices or hazards related to a public health emergency, or (ii) alleged discriminatory or unfair employment practices or the underlying facts thereof.

	Such disclosures by you shall not constitute disparagement or otherwise violate any term of this Agreement. Despite Section 13, **Confidentiality of Agreement,** nothing in that section or anything else in this Agreement prevents you from disclosing, without first notifying the Company, the fact or terms of this Agreement to your immediate family members, religious advisors, medical or mental health providers, mental or behavioral health therapeutic support groups, spouse, legal counsel, financial advisors or tax preparers.
Hawaii	Nothing in this Agreement prevents you from dismissing or disclosing sexual harassment or sexual assault in the workplace, at work-related events, between employees, or between the company and any employee.
Illinois	You understand that, notwithstanding Section 8 of this General Release Agreement (Non-Disparagement) nothing in this General Release Agreement prevents you from making truthful statements or disclosures regarding allegedly unlawful employment practices.
Maine	Nothing in this Agreement limits your rights or ability to: (1) report and/or discuss alleged discrimination, harassment, or unlawful retaliation occurring in the workplace or at work related events; or (2) report conduct to a law enforcement agency.
Massachusetts	You waive all claims and rights under the Massachusetts Payment of Wages Law and the Massachusetts Fair Employment Practices Act.
Montana, North Dakota, South Dakota	You give up all rights and benefits under the laws of these states that otherwise limit the release of unknown claims, specifically Montana Code Annotated Section 28-1-1602, North Dakota Century Code Section 9-13-02, and South Dakota Codified Laws Section 20-7-11. Like California Section 1542, these laws provide that a general release does not extend to claims the releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the released party.

New Jersey	You specifically waive all claims under the New Jersey Conscientious Employee Protection Act.
New York	Nothing in any part of this Agreement limits your right to file or disclose any facts necessary to receive Medicaid, or other public benefits to which you are entitled.
Oregon	Nothing in this Agreement's Non-Disparagement section or anything else in this Agreement limits your rights to disclose conduct that constitutes employment discrimination, including sexual assault.
Washington	Nothing in this Agreement's Non-Disparagement section or anything else in this Agreement prevents you from discussing or disclosing illegal harassment, illegal discrimination, illegal retaliation, wage and hour violations, sexual assault, or any violation of a clear mandate of work-related public policy.
West Virginia	You waive all claims and rights under the West Virginia Human Rights Act. The toll free telephone number for the West Virginia Bar Association is 1-866-989-8227.

Exhibit 19.1

INSIDER TRADING POLICY

LEVI STRAUSS & CO.

Created April 2019

Last updated February 2024

Introduction

Levi Strauss & Co. ("**LS&Co.**") has a long history of acting with the highest degrees of integrity. It's part of what we call "profits through principles" and is one of the reasons why our company has been so successful for such a long period of time. As a public company, we must act in the public markets with this same high degree of integrity, not just to ensure our compliance with the law, but also to uphold our values and protect our reputation. One of the key areas of focus as employees of a public company will be to ensure we do not engage in inappropriate insider trading.

During the course of your relationship with LS&Co., you may receive material information that is not yet publicly available ("**material nonpublic information**") about LS&Co. or other publicly traded companies with which LS&Co. has business relationships. Material nonpublic information may give you, or someone to whom you provide that information, an advantage over others when deciding whether to buy, sell or otherwise transact in LS&Co.'s securities or the securities of another publicly-traded company.

This policy sets forth guidelines with respect to transactions in LS&Co. securities by (i) our employees, (ii) members of our board of directors, (iii) consultants who are advised that they are subject to this policy ("**designated consultants**"), (iv) members of our Family Council, and (v) the other persons subject to this policy as described below.

In addition, this policy incorporates our **Quarterly Trading Blackout Policy**, attached as **Exhibit A**, under which certain designated individuals may not conduct trades in LS&Co. securities during "quarterly blackout periods" and may also be required to obtain preclearance to trade even in "open windows". Please see Exhibit A for this additional policy, including the individuals who are covered.

Anyone who has questions about this policy should contact LS&Co.'s Legal Department. Please also see the **Frequently Asked Questions**.

Thank you,

David Jedrzejek
Senior Vice President and
General Counsel

Statement of Our Policy

It is the policy of LS&Co. that an employee, member of our board of directors, designated consultant of LS&Co., a member of our Family Council, or any other person subject to this policy, who is aware of material nonpublic information relating to LS&Co. **may not**, directly or indirectly:

1. engage in any transactions in any LS&Co.'s securities (including those owned in advance of becoming subject to the policy), except as otherwise specified under the heading "Exceptions to this Policy" below;
2. recommend the purchase, holding or sale of any LS&Co. securities to any other person;
3. disclose any material nonpublic information to persons within LS&Co. whose jobs do not require them to have that information, or outside of LS&Co. to other persons, such as family, friends, business associates and investors, unless the disclosure is made in accordance with LS&Co.'s policies regarding the protection or authorized external disclosure of information regarding LS&Co.; or
4. assist anyone engaged in the above activities.

As described more fully below, "**material information**" is generally defined as any information that would be considered important by an investor in deciding whether to buy or sell a security. Also as described more fully below, "**nonpublic**" information is information that has not been widely disseminated outside the company through approved channels, for example through a company press release.

The prohibition against insider trading is absolute. It applies **even if** the decision to trade is not based on such material nonpublic information. It also applies to transactions that may be necessary or justifiable for independent reasons (such as a personal need to raise money for an emergency expenditure) and also to very small transactions. All that matters is whether you are aware of **any** material nonpublic information relating to LS&Co. at the time of the transaction.

The U.S. federal securities laws do not recognize any mitigating circumstances to insider trading. In addition, even the appearance of an improper transaction must be avoided to preserve LS&Co.'s reputation for adhering to the highest standards of conduct. In some circumstances, you may need to forego a planned transaction even if you planned it before becoming aware of the material nonpublic information. So, even if you believe you may suffer an economic loss or sacrifice an anticipated profit by waiting to trade, you must wait.

It is also important to note that the laws prohibiting insider trading are not limited to trading by the insider alone. Enabling others to trade on the basis of material nonpublic information is illegal and squarely prohibited by this policy. Liability in such cases can extend both to the "tippee"—the person to whom the insider disclosed material nonpublic information—and to the "tipper," the insider himself or herself. In such cases, you can be held liable for your own transactions, as well as the transactions by a tippee and even the transactions of a tippee's tippee. For these and other reasons, it is the policy of LS&Co. that no person subject to this policy may **at any time** either (a) recommend to another person that they buy, hold or sell LS&Co.'s securities or (b) disclose material nonpublic information to persons within LS&Co. whose jobs do not require them to have that information, or outside of LS&Co. to other persons

(unless the disclosure is made in accordance with LS&Co.'s policies regarding the protection or authorized external disclosure of information regarding LS&Co.). Please remember that if you provide material non-public information to another person who then trades on that basis, you are putting your job, reputation, and civil and criminal liability in that other person's hands.

In addition, it is the policy of LS&Co. that no person subject to this policy who learns of or is otherwise aware of material nonpublic information about another publicly-traded company with which LS&Co. does business, including a customer or supplier of LS&Co., may trade in that company's securities until the information becomes public or is no longer material.

There are no exceptions to this policy, except as specifically noted below.

Transactions Subject to this Policy

This policy applies to **all** transactions in securities, as well as derivative securities, such as exchange-traded put or call options or swaps. Accordingly, for purposes of this policy, the terms **"trade," "trading"** and **"transactions"** include not only purchases and sales of LS&Co.'s Class A common stock in the public market, but also any other purchases, sales, transfers or other acquisitions and dispositions of common or preferred equity, options, warrants and other securities (including debt securities) and other arrangements or transactions that affect economic exposure to changes in the prices of LS&Co.'s Class A common stock or debt securities or the publicly-traded securities of other companies covered by this policy. Gifts of LS&Co. securities must be pre-cleared by LS&Co.'s Chief Compliance Officer or his or her designee. Pre-clearance must be obtained at least two business days in advance of the proposed gift, and pre-cleared gifts not completed within five business days will require new pre-clearance. LS&Co. may choose to shorten this period.

Persons Subject to this Policy

This policy applies to:

- all employees of LS&Co. and its subsidiaries;
- all members of the board of directors of LS&Co. and its subsidiaries;
- all consultants of LS&Co. or its subsidiaries designated by LS&Co. as subject to this policy;
- all members of our Family Council; and
- all other persons who are designated by LS&Co.

In addition, this policy applies to immediate family members of each person described above. A person's "immediate family member" means a person with whom he or she shares a household, persons who are his or her economic dependents, and any other individuals or entities whose transactions in securities he or she influences, directs or controls (including, e.g., an investment fund or a nonprofit organization, if such person influences, directs or controls transactions by the fund or nonprofit organization). The foregoing persons who are deemed subject to this policy are referred to in this policy as **"Related Persons."** You are responsible for making sure that your Related Persons comply with this policy.

Material Nonpublic Information

Material information

It is not always easy to figure out whether you are aware of material nonpublic information. But there is one important factor to determine whether nonpublic information you know about a public company is material: whether the information could be considered important by investors who are considering trading in that company's securities. If the information makes you think about trading, it would probably have the same effect on others and is likely material. Keep in mind that both positive and negative information can be material.

There is no bright-line standard for assessing materiality; rather, materiality is based on an assessment of all of the facts and circumstances and is often evaluated by relevant enforcement authorities with the benefit of hindsight. Depending on the specific details, the following items, including the expected timing of these items, may be considered material nonpublic information until publicly disclosed within the meaning of this policy. There may be other types of information that would qualify as material information as well; use this list merely as a non-exhaustive guide:

- financial results or forecasts;
- new products, features or processes;
- acquisitions or dispositions of assets, product lines, technologies or companies;
- public or private sales or repurchases of debt or equity securities;
- management changes;
- stock splits, dividends or changes in dividend policy;
- commencing or ceasing operations in particular geographies;
- employee layoffs;
- a disruption in LS&Co.'s operations or breach or unauthorized access of its property or assets, including its facilities and information technology infrastructure;
- the entry into a material agreement;
- the establishment of a repurchase program for LS&Co.'s securities;
- tender offers or proxy fights;
- accounting restatements;
- significant litigation or settlements;
- impending bankruptcy of any of our major customers or suppliers;
- gain or loss of contracts with customers or suppliers; and
- product recalls.

As noted above, the question of whether a piece of information is material is sometimes difficult to determine and often will be judged in hindsight. If you have any doubt about whether a piece of information is material, you should err on the side of considering it to be material. You also are encouraged to contact the LS&Co. Legal Department if you have any questions about whether a piece of information might be material.

When information is considered public

The prohibition on trading when you have material nonpublic information lifts once that information becomes publicly disseminated. But for information to be considered publicly disseminated, it must be widely disseminated, for example through a press release or a filing with the Securities and Exchange Commission (the **"SEC"**). Once information is publicly disseminated, it is still necessary to afford the investing public sufficient time to absorb the

information. Generally speaking, information will be considered publicly disseminated for purposes of this policy only after one full trading day has elapsed since the information was publicly disclosed. For example, if we announce material nonpublic information before trading begins on a Wednesday, then you may execute a transaction in our securities on Thursday; if we announce material nonpublic information after trading ends on a Wednesday, then you may execute a transaction in our securities on Friday. Depending on the particular circumstances, LS&Co. may determine that a different waiting period should apply to the release of specific material nonpublic information.

Special and Prohibited Transactions

1. **Inherently Speculative Transactions.** No person subject to this policy may engage in short sales, transactions in put options, call options or other derivative securities on an exchange or in any other organized market, or in any other inherently speculative transactions with respect to LS&Co.'s securities.

2. **Hedging Transactions.** Hedging or monetization transactions can be accomplished through a number of possible mechanisms, including through the use of financial instruments such as prepaid variable forwards, equity swaps, collars and exchange funds. Such hedging transactions may permit a person to continue to own LS&Co.'s securities without the full risks and rewards of ownership. When that occurs, the person may no longer have the same objectives as LS&Co.'s other securityholders. Therefore, all persons subject to this policy are prohibited from engaging in any such transactions.

3. **Margin Accounts and Pledged Securities.** Securities held in a margin account as collateral for a margin loan may be sold by the broker without the customer's consent if the customer fails to meet a margin call. Similarly, securities pledged (or hypothecated) as collateral for a loan may be sold in foreclosure if the borrower defaults on the loan. Because a margin sale or foreclosure sale may occur at a time when the pledgor is aware of material nonpublic information or otherwise is not permitted to trade in LS&Co.'s securities, persons subject to this policy are prohibited from holding LS&Co.'s securities in a margin account or otherwise pledging LS&Co.'s securities as collateral for a loan.

4. **Standing and Limit Orders.** Standing and limit orders (except standing and limit orders under approved Trading Plans, as discussed below) create heightened risks for insider trading violations similar to the use of margin accounts. There is no control over the timing of purchases or sales that result from standing instructions to a broker, and as a result the broker could execute a transaction when a person covered by this policy is in possession of material nonpublic information. LS&Co. therefore discourages placing standing or limit orders on LS&Co.'s securities. If a person subject to this policy determines that they must use a standing order or limit order (other than under an approved Trading Plan as discussed below), the order should be limited to a short duration and the person using such standing order or limit order is required to cancel such instructions immediately in the event restrictions are imposed on their ability to trade.

Exceptions to the Policy

This Policy does not apply to the following transactions, except as specifically noted:

1. **Exercises of Options or Stock Appreciation Rights.** This policy does not apply to the exercise of options or stock appreciation rights granted under LS&Co.'s equity incentive plans for cash or, where permitted under the option or stock appreciation right, by a net exercise transaction with the Company or by delivery to LS&Co. of already-owned LS&Co. stock. This policy does, however, apply to any sale of stock as part of a broker-assisted cashless exercise or any other market sale, whether or not for the purpose of generating the cash needed to pay the exercise price or applicable taxes, because shares will be sold in the market in connection with these transactions.

2. **Tax Withholding Transactions.** This policy does not apply to the surrender of shares directly to LS&Co. to satisfy tax withholding obligations as a result of the issuance of shares upon vesting or exercise of restricted stock units, options, stock appreciation rights or other equity awards granted under LS&Co.'s equity compensation plans. Of course, any market sale of the stock received upon exercise or vesting of any such equity awards remains subject to all provisions of this policy whether or not for the purpose of generating the cash needed to pay the exercise price or applicable taxes.

3. **ESPP.** This policy does not apply to the purchase of stock by employees under LS&Co.'s 2019 Employee Stock Purchase Plan ("ESPP") on periodic designated dates in accordance with the ESPP. This policy also does not apply to an employee's initial election to participate in the ESPP during a designated enrollment period, changes to an employee's election to participate in the ESPP during a designated enrollment period, or election to cancel participation in the ESPP. This policy does, however, apply to an employee's subsequent sale of the stock acquired pursuant to the ESPP.

4. **10b5-1 Automatic Trading Programs.** Under Rule 10b5-1 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), and as permitted by LS&Co., persons subject to this policy may establish a trading plan under which a broker is instructed to buy and sell LS&Co. securities based on pre-determined criteria (a "Trading Plan"). So long as a Trading Plan is properly established, purchases and sales of LS&Co. securities pursuant to that Trading Plan are not subject to this policy. To be properly established, a person's Trading Plan must be established in compliance with the requirements of Rule 10b5-1 of the Exchange Act and any applicable 10b5-1 trading plan guidelines of LS&Co., at a time when the person was unaware of any material nonpublic information relating to LS&Co. and when LS&Co. was not otherwise in a trading blackout period. Moreover, all Trading Plans must be reviewed and approved by LS&Co. before being established to confirm that the Trading Plan complies with all pertinent company policies and applicable securities laws. Please contact the LS&Co. Legal Department if you are interested in setting up a Trading Plan.

Policy's Duration

This policy continues to apply to your transactions in LS&Co.'s securities or the securities of other public companies engaged in business transactions with LS&Co. even after your relationship with LS&Co. has ended, because you still may have information that gives you an unfair trading advantage in the market. If you are aware of material nonpublic information when your relationship with LS&Co. ends, you may not trade LS&Co.'s securities or the securities of other applicable companies until the material nonpublic information has been publicly disseminated or is no longer material. Further, if you leave LS&Co. during a trading blackout

period, then you may not trade LS&Co.'s securities or the securities of other applicable companies until the trading blackout period has ended.

Individual Responsibility

Persons subject to this policy have ethical and legal obligations to maintain the confidentiality of information about LS&Co. and not to engage in transactions in LS&Co.'s securities while aware of material nonpublic information. Each individual is responsible for making sure that he or she complies with this policy, and that any Related Person, as discussed under the heading "Persons Subject to this Policy" above, also comply with this policy. In all cases, the responsibility for determining whether an individual is aware of material nonpublic information rests with that individual.

Penalties

Anyone who engages in insider trading or otherwise violates this policy may be subject to both civil liability and criminal penalties. Violators also risk disciplinary action by LS&Co., including termination of employment. Anyone who has questions about this policy should contact their own attorney or LS&Co.'s Legal Department.

Transactions by LS&Co.

From time to time, LS&Co. may enter into transactions in LS&Co. securities. When engaging in such transactions, LS&Co. will comply with all applicable securities laws.

Amendments

LS&Co. is committed to continuously reviewing and updating its policies and procedures. LS&Co. therefore reserves the right to amend, alter or terminate this policy at any time and for any reason. A current copy of the LS&Co.'s policies regarding insider trading may be obtained on Threads.

EXHIBIT A
QUARTERLY TRADING
BLACKOUT POLICY

This Quarterly Trading Blackout Policy is a part of and incorporated into the Levi Strauss & Co. Insider Trading Policy. Terms defined in that policy are also used herein.

Quarterly Trading Blackouts

Because our workplace culture tends to be open, odds are that a large number of persons subject to our Insider Trading Policy will possess material nonpublic information at certain points during the year. To minimize even the appearance of insider trading, we have established "quarterly trading blackout periods" during which the following persons—regardless of whether they are aware of material nonpublic information—may not conduct any trades in LS&Co. securities:

- Members of the board of directors of LS&Co.;
- Executive officers of LS&Co.;
- Employees of LS&Co. and its subsidiaries within the "Leader" and "Executive" bands;
- All members of the Family Council; and
- Other persons who are designated and notified by LS&Co.

All of the persons named above and their Related Persons will be able to trade in LS&Co. securities only during limited open trading window periods that generally will begin after one full trading day has elapsed since the public dissemination of LS&Co.'s annual or quarterly financial results and end at the beginning of the next quarterly trading blackout period. Of course, even during an open trading window period, you may not conduct any trades in LS&Co. securities if you are otherwise in possession of material nonpublic information.

For purposes of this policy, each **"quarterly trading blackout period"** will generally begin at the end of the day that is two weeks before the end of each fiscal quarter and end after one full trading day has elapsed since the public dissemination of LS&Co.'s financial results for that quarter. Please note that the quarterly trading blackout period may commence early or may be extended if, in the judgment of the Chief Executive Officer, Chief Financial Officer, General Counsel, Chief Compliance Officer or Assistant General Counsel, Corporate, there exists undisclosed information that would make trades by the foregoing persons inappropriate. It is important to note that the fact that the quarterly trading blackout period has commenced early or has been extended should be considered material nonpublic information that should not be communicated to any other person.

A person subject to the foregoing who believes that special circumstances require him or her to trade during a quarterly trading blackout period should consult the General Counsel, Chief Compliance Officer or Assistant General Counsel, Corporate. Permission to trade during a quarterly trading blackout period will be granted only where the circumstances are extenuating, the General Counsel, Chief Compliance Officer or Assistant General Counsel, Corporate concludes that the person is not, in fact, aware of any material nonpublic information relating to

LS&Co. or its securities, and there appears to be no significant risk that the trade may subsequently be questioned.

Event-Specific Trading Blackouts

From time to time, an event may occur that is material to LS&Co. and is known by only a few persons associated with LS&Co. So long as the event remains material and nonpublic, the persons designated by the Chief Executive Officer, Chief Financial Officer, General Counsel, Chief Compliance Officer or Assistant General Counsel, Corporate may not trade in LS&Co.'s securities. In that situation, LS&Co. will notify the designated individuals that neither they nor their Related Persons may trade in LS&Co.'s securities. The existence of an event-specific trading blackout should also be considered material nonpublic information and should not be communicated to any other person. Even if you have not been designated as a person who should not trade due to an event-specific trading blackout, you should not trade while aware of material nonpublic information.

The quarterly and event-driven trading blackouts do not apply to those transactions described under the heading "Exceptions to Blackout Periods" below.

Exceptions to Blackout Periods

The quarterly and event-driven trading blackout period policy does not apply to the transactions outlined under the heading "Exceptions to the Policy" in the Levi Strauss & Co. Insider Trading Policy, except as specifically noted.

Pre-Clearance and Advance Notice of Transactions

Even during an open trading window, members of our (i) board of directors, (ii) our executive officers, (iii) members of the Family Council, and (iv) others who are designated as subject to our pre-clearance policy, may not engage in any transaction in LS&Co.'s securities without first obtaining pre-clearance of the transaction from LS&Co.'s General Counsel, Chief Compliance Officer or Assistant General Counsel, Corporate at least two business days in advance of the proposed transaction. Officers and directors subject to the reporting obligations under Section 16 of the Exchange Act must also obtain approval from LS&Co.'s Chief Executive Officer in advance of the proposed transaction. Pre-cleared transactions not completed within five business days will require new pre-clearance. LS&Co. may choose to shorten this period. The applicable form for pre-clearance is available on Threads.

Officers, directors and others subject to the reporting obligations under Section 16 of the Exchange Act must also give advance notice of their plans to engage in any transaction, including those excepted from the Insider Trading Policy and the quarterly and event-driven trading blackout period policy. Notice should be provided to LS&Co.'s General Counsel, Chief Compliance Officer or Assistant General Counsel, Corporate at least two business days in advance of the proposed transaction. Once any transaction takes place, the officer, director or applicable member of management must immediately notify the Compliance Coordinator and any other individuals identified under the heading "Notification of Execution of Transaction" in LS&Co.'s Section 16 Compliance Program.

Short-Swing Trading, Control Stock and Section 16 Reports

Officers, directors and others subject to the reporting obligations under Section 16 of the Exchange Act should take care to avoid short-swing transactions (within the meaning of Section 16(b) of the Exchange Act) and the restrictions on sales by control persons (Rule 144 under the Securities Act of 1933, as amended), and should file all appropriate Section 16(a) reports (Forms 3, 4 and 5), which are described in LS&Co.'s Section 16 Compliance Program, and any notices of sale required by Rule 144.

LEVI STRAUSS & CO.

RULE 10B5-1 TRADING PLAN GUIDELINES
AMENDED AND RESTATED JANUARY 2023

This document lays out guidelines for any Rule 10b5-1 trading plan covering publicly traded stock of Levi Strauss & Co. (the "**Company**"). In addition to honoring these guidelines, all 10b5-1 trading plans, along with any amendments or modifications to those plans, must comply with Rule 10b5-1 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

- **Participants.** The Company's directors and executive officers are strongly encouraged to adopt a 10b5-1 trading plan to govern all trades they make involving the Company securities. Other employees or shareholders may enter into 10b5-1 plans at their option.

- **Plan Adoption and Approval.** The 10b5-1 trading plan must be in writing and signed by the participant establishing the plan. The Company will keep a copy of each 10b5-1 trading plan. The Chief Legal Officer, Chief Compliance Officer, or their designee must approve, in writing, each 10b5-1 trading plan. All participants must (i) enter into a plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5 and (ii) act in good faith respect to such 10b5-1 trading plan. The 10b5-1 trading plan must include a representation that, at the time of adoption, the participant does not possess any material nonpublic information about the Company. In addition, if the participant is a director or officer of the Company, the 10b5-1 trading plan must include a certification that, at the time of the adoption of the plan, the participant: (i) is not aware of material nonpublic information about the Company or its securities; and (ii) is adopting the 10b5-1 trading plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5.

- **Timing and Term of a Plan.** There are limits on when a 10b5-1 trading plan can be adopted, so plan ahead. In short, a participant can only set up a 10b5-1 trading plan when (i) the trading window under the Company's Insider Trading Policy is open and (ii) the participant does not possess material nonpublic information about the Company. Each 10b5-1 trading plan must have a term, calculated from the time of its adoption, of at least 6 months but no longer than 24 months. That said, 10b5-1 trading plans can provide for early termination upon or after the time a participant's employment or directorship ends, or if all the shares under the plan are sold.

- **Timing of a Plan Amendment or Modification.** It is recommended that each 10b5-1 trading plan be amended or modified no more than once per year. Amendments or modifications can only occur during an open window and when the participant does not possess material nonpublic information about the Company, and must be approved in advance by the Chief Legal Officer, Chief Compliance Officer, or their designee. The 10b5-1 trading plan amendment or modification must include a representation, or if the participant is a director or officer of the Company, a certification, to that effect.

- **Termination.** Each 10b5-1 trading plan may be terminated at any time, provided that such termination must be approved in advance by the Chief Legal Officer, Chief Compliance Officer, or their designee. It is recommended that participants do not terminate a 10b5-1 trading plan more than once per year. These restrictions do not apply if the participant's 10b5-1 trading plan is terminated automatically due to their employment or directorship ending.

- **Delayed Effectiveness of First Trade.** If the participant is a director or officer of the Company, the first trade under a newly adopted, amended or modified 10b5-1 trading plan cannot occur until the later of: (i) 90 days following the adoption, amendment, or modification of the 10b5-1 trading plan or (ii) two business days following the disclosure of the Company's financial results in a Form 10-Q or Form 10-K for the fiscal quarter in which the 10b5-1 trading plan was adopted, amended, or modified (but not to exceed 120 days following such adoption, amendment or modification). For all other participants, the first trade under a newly adopted, amended or modified 10b5-1 trading plan cannot occur until a date no fewer than 30 days following the adoption, amendment, or modification of the 10b5-1 trading plan. Such timing requirements shall be set forth in each participant's 10b5-1 trading plan.

- **Relationships with Plan Broker; No Subsequent Influence.** The participant cannot communicate any material nonpublic information about the Company to the plan broker, or attempt to influence how the broker exercises its discretion.

- **Plan Specifications; Discretion Regarding Trades.** The 10b5-1 trading plan must specify the amount of stock to be purchased or sold, or specify or set an objective formula for determining the amount of stock to be sold. Transaction types such as market, limit, and VWAP orders are allowed. 10b5-1 trading plans that provide for a single trade are not permitted. Each 10b5-1 trading plan should specify the timing of trading or allow for the broker to exercise its discretion regarding the timing of trading.

- **Other Trades.** No participant entering into a 10b5-1 trading plan may make open-market purchases or sales of the Company's securities while a 10b5-1 trading plan is in effect.

- **Only One Plan in Effect at Any Time.** A participant may have only one 10b5-1 trading plan in effect at any time. A participant may adopt a new 10b5-1 trading plan to replace an existing one, but only if the first scheduled trade under the new 10b5-1 trading plan does not occur before the last scheduled trade of the existing 10b5-1 trading plan. The replacement plan must also comply with the guidelines regarding the first trade described above. Any exceptions must be approved by the Chief Legal Officer, Chief Compliance Officer or their designee.

- **Mandatory Suspension.** Each 10b5-1 trading plan must suspend trades if legal, regulatory, or contractual restrictions are imposed on the participant, or other events occur that would prohibit sales under such a plan.

- **Compliance with Rule 144.** Each 10b5-1 trading plan must provide for specific procedures to comply with Rule 144 under the Securities Act of 1933, as amended, including the filing of Forms 144, if applicable. If participants need additional information on Rule 144 and Form 144, please contact the Legal Department.

- **Broker Obligation to Provide Notice of Trades.** Each 10b5-1 trading plan set up by a director or officer or other person subject to reporting under Section 16 of the Exchange Act must provide that the broker will promptly notify the participant and the Company of any trades under the plan so that the participant can make timely filings under the Exchange Act (i.e., no later than the close of business on the day of the trade).

- **Participant Obligation to Make Exchange Act Filings.** Each 10b5-1 trading plan must contain an explicit acknowledgement by the participant that all filings required by the Exchange Act, as a result of or in connection with trades under the plan, are the sole obligation of the participant and not the Company.

- **Required Footnote Disclosure.** Participants must footnote trades disclosed on Forms 4 and Forms 144 to indicate that the trades were made pursuant to a 10b5-1 trading plan.

Exhibit 21.1

Subsidiaries of the Registrant

LEVI STRAUSS & CO.

Subsidiary	Jurisdiction of Formation
Levi Strauss (Australia) Ltd.	Australia
Levi Strauss & Co. Europe BV	Belgium
Levi Strauss Benelux Retail BV	Belgium
Levi Strauss Continental, S.A.	Belgium
Levi Strauss International Group Finance Coordination Services BV	Belgium
Majestic Insurance International, Ltd.	Bermuda
Levi Strauss Bolivia, S.R.L.	Bolivia
Levi Strauss do Brasil Franqueadora Ltda.	Brazil
Levi Strauss do Brasil Industria e Comercio Ltda.	Brazil
Levi Strauss & Co. (Canada) Inc.	Canada
Levi Strauss Nova Scotia Unlimited Liability Company	Canada
Levi Strauss Chile Limitada	Chile
Levi Strauss Commerce (Shanghai) Limited	China
Levi's Footwear & Accessories (China) Ltd	China
Levi Strauss Colombia S.A.S.	Colombia
Levi Strauss Praha, spol. s.r.o.	Czech Republic
Levi's Footwear & Accessories France S.A.S.	France
Paris - O.L.S. S.A.R.L.	France
Levi Strauss Germany GmbH	Germany
Levi Strauss Supply Chain Services & Operations GmbH	Germany
Levi Strauss Hellas AEBE	Greece
Levi Strauss (Hong Kong) Limited	Hong Kong
Levi Strauss Global Trading Company II, Limited	Hong Kong
Levi Strauss Global Trading Company Limited	Hong Kong
Levi's Footwear & Accessories HK Limited	Hong Kong
Levi Strauss Hungary Trading Limited Liability Company	Hungary
Levi Strauss (India) Private Limited	India
PT Levi Strauss Indonesia	Indonesia
Levi Strauss Italia S.R.L.	Italy
Levi's Footwear & Accessories Italy SpA	Italy
World Wide Logistics S.R.L.	Italy
Levi Strauss Japan Kabushiki Kaisha	Japan
Levi Strauss Korea Ltd.	Korea, Republic of
LS Retail (Macau) Limited	Macau
Levi Strauss (Malaysia) Sdn. Bhd.	Malaysia
LS Retail (Malaysia) Sdn. Bhd.	Malaysia
Levi Strauss Mauritius Limited	Mauritius
Levi Strauss de Mexico, S.A. de C.V.	Mexico
Levi Strauss Nederland B.V.	Netherlands
Levi Strauss New Zealand Limited	New Zealand
Levi Strauss Pakistan (Private) Limited	Pakistan
LS Batwing Peru S.R.L.	Peru

Levi Strauss Philippines, Inc. II	Philippines
Levi Strauss Poland SP z.o.o.	Poland
Levi Strauss Moscow, LLC	Russian Federation
Levi Strauss Bucharest S.R.L.	Romania
Levi Strauss Asia Pacific Division, PTE. LTD.	Singapore
Levi Strauss South Africa (Proprietary) Limited	South Africa
Levi Strauss de Espana, S.A.	Spain
Levi's Footwear & Accessories Spain SA	Spain
Levi Strauss (Suisse) SA	Switzerland
Levi's Footwear & Accessories (Switzerland) S.A.	Switzerland
Levi Strauss Istanbul Konfeksiyon Sanayi ve Ticaret A.S.	Turkey
Levi Strauss (UK) Limited	United Kingdom
Levi Strauss Pension Trustee Ltd.	United Kingdom
I Am Beyond LLC	United States (California)
Levi Strauss International [(1)]	United States (California)
LS Operations LLC	United States (California)
Levi Strauss, U.S.A., LLC	United States (Delaware)
Levi Strauss-Argentina, LLC	United States (Delaware)
Levi's Only Stores Georgetown, LLC	United States (Delaware)
Levi's Only Stores, Inc.	United States (Delaware)
LVC, LLC	United States (Delaware)
Levi Strauss International Hong Kong Limited	Hong Kong

(1) Disclosure pursuant to Danish Financial Statements Act Section 144: Levi Strauss Denmark is a branch of Levi Strauss International which is a subsidiary of Levi Strauss & Co. No separate financial statements are prepared for Levi Strauss International as it is included in the consolidated financial statements.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-232587 and 333-230426) of Levi Strauss & Co. of our report dated January 29, 2025 relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP
San Francisco, California
January 29, 2025

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michelle Gass, certify that:

1. I have reviewed this annual report on Form 10-K of Levi Strauss & Co.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ MICHELLE GASS

Michelle Gass
President and Chief Executive Officer

Date: January 29, 2025

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Harmit Singh, certify that:

1. I have reviewed this annual report on Form 10-K of Levi Strauss & Co.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ HARMIT SINGH

Harmit Singh
Executive Vice President and Chief Financial and Growth Officer

Date: January 29, 2025

Exhibit 32.1

CERTIFICATION BY THE CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER

PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. Section 1350), as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, Michelle Gass, Chief Executive Officer of Levi Strauss & Co. (the "Company"), and Harmit Singh, Executive Vice President and Chief Financial and Growth Officer of the Company, each hereby certifies that, to the best of their knowledge:

1. The Company's Annual Report on Form 10-K for the period ended December 1, 2024, to which this Certification is attached as Exhibit 32.1 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Report.

/s/ MICHELLE GASS
Michelle Gass
President and Chief Executive Officer
January 29, 2025

/s/ HARMIT SINGH
Harmit Singh
Executive Vice President and Chief Financial and Growth Officer
January 29, 2025

Levi Strauss & Co.
Amended and Restated Policy for Recoupment of Incentive Compensation

1. Introduction

Upon the recommendation of the Compensation and Human Capital Committee (the "***Compensation Committee***") of the Board of Directors (the "***Board***") of Levi Strauss & Co., a Delaware corporation (the "***Company***"), the Board has determined that it is in the best interests of the Company and its shareholders to adopt this amended and restated Policy for Recoupment of Incentive Compensation (as so amended and restated, this "***Policy***") providing for the Company's recoupment of Recoverable Incentive Compensation that is received by Covered Officers of the Company under certain circumstances. Certain capitalized terms used in this Policy have the meanings given to such terms in Section 3 below.

This Policy is designed to comply with, and shall be interpreted to be consistent with, Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder ("***Rule 10D-1***") and Section 303A.14 of the New York Stock Exchange Listed Company Manual (the "***Listing Standards***", and together, the "***Clawback Rules***").

2. Effective Date

This Policy shall apply to all Incentive Compensation that is received by a Covered Officer on or after October 2, 2023 (the "***Effective Date***"). Incentive Compensation is deemed "***received***" in the Company's fiscal period in which the Financial Reporting Measure specified in the Incentive Compensation award is attained, even if the payment or grant of such Incentive Compensation occurs after the end of that period. For the avoidance of doubt, Incentive Compensation that is subject to both a Financial Reporting Measure vesting condition and a service-based vesting condition shall be considered received when the Financial Reporting Measure is achieved, even if the Incentive Compensation continues to be subject to the service-based vesting condition.

3. Definitions

"***Accounting Restatement***" means an accounting restatement that the Company is required to prepare due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period. For the avoidance of doubt, an Accounting Restatement will not be deemed to occur in the event of a restatement of the Company's financial statements due to a retrospective: (i) application of a change in accounting principles; (ii) revision to reportable segment information due to a change in the structure of the Company's internal organization; (iii) reclassification due to a discontinued operation; (iv) application of a change in reporting entity, such as from a reorganization of entities under common control; or (v) revision for stock splits, reverse stock splits, stock dividends, or other changes in capital structure.

"***Accounting Restatement Date***" means the earlier to occur of (a) the date that the Board, a committee of the Board authorized to take such action, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement or (b) the date that a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement.

"***Administrator***" means the Compensation Committee or, in the absence of such committee, the Board.

"***Code***" means the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"***Covered Officer***" means each current and former Executive Officer. "***Exchange***" means the New York Stock Exchange.

"***Exchange Act***" means the U.S. Securities Exchange Act of 1934, as amended.

"***Executive Officer***" means any individual who is or was an executive officer as determined by the Administrator in accordance with the definition of "executive officer" as set forth in the Clawback Rules and any other senior executive, employee or other personnel of the Company who may from time to time be deemed subject to the Policy by the Administrator. Executive officers of the Company's subsidiaries are deemed executive officers

of the Company if they perform such policy-making functions for the Company. For the avoidance of doubt, the Administrator shall have full discretion to determine which individuals in the Company shall be considered an "Executive Officer" for purposes of this Policy.

"***Financial Reporting Measures***" means measures that are determined and presented in accordance with the accounting principles used in preparing the Company's financial statements and any measures derived wholly or in part from such measures, including Company stock price and total shareholder return ("***TSR***"). For the avoidance of doubt, a Financial Reporting Measure (i) includes "non-GAAP" financial measures for purposes of Regulation G of the Exchange Act, as well other measures, metrics and ratios that are not non-GAAP measures and (ii) need not be presented in the Company's financial statements or included in a filing with the SEC.

"***Incentive Compensation***" means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure. For avoidance of doubt, the following shall not be considered Incentive Compensation for purposes of this Policy: (i) grants of restricted stock, restricted stock units, stock options, stock appreciation rights, or similar equity awards if neither the grant nor vesting of the award is based upon the attainment of a Financial Reporting Measure, notwithstanding the fact that the value of the stock may be affected by an Accounting Restatement; and
(ii) discretionary and subjective bonuses (other than bonuses paid from a pool the amount of which is determined by the achievement of Financial Reporting Measures) or bonuses or incentives based upon the achievement of continued employment or achievement of strategic, operational, or personal objectives.

"***Lookback Period***" means the three completed fiscal years immediately preceding the Accounting Restatement Date, as well as any transition period (resulting from a change in the Company's fiscal year) within or immediately following those three completed fiscal years (except that a transition period of at least nine months shall count as a completed fiscal year). Notwithstanding the foregoing, the Lookback Period shall not include fiscal years completed prior to the Effective Date.

"***Recoverable Incentive Compensation***" means, with respect to each Covered Officer in connection with an Accounting Restatement, Incentive Compensation received by such Covered Officer during the Lookback Period that exceeds the amount of Incentive Compensation that otherwise would have been received had such amount been determined based on the Accounting Restatement, computed without regard to any taxes paid (i.e., on a gross basis without regard to tax withholdings and other deductions). For any compensation plans or programs that take into account Incentive Compensation, the amount of Recoverable Incentive Compensation for purposes of this Policy shall include, without limitation, the amount contributed to any notional account based on Recoverable Incentive Compensation and any earnings to date on that notional amount. For any Incentive Compensation that is based on stock price or TSR, where the Recoverable Incentive Compensation is not subject to mathematical recalculation directly from the information in an Accounting Restatement, the Administrator will determine the amount of Recoverable Incentive Compensation based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or TSR upon which the Incentive Compensation was received. The Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to the Exchange in accordance with the Listing Standards.

"***SEC***" means the U.S. Securities and Exchange Commission.

4. RECOUPMENT

(a) Applicability of Policy. This Policy applies to Incentive Compensation received by a Covered Officer: (i) after beginning services as an Executive Officer; (ii) who served as an Executive Officer at any time during the performance period for such Incentive Compensation; (iii) while the Company had a class of securities listed on a national securities exchange or a national securities association; and (iv) during the Lookback Period.

(b) Recoupment Generally. Pursuant to the provisions of this Policy, if there is an Accounting Restatement, the Company must reasonably promptly recoup the full amount of the Recoverable Incentive Compensation, unless the Compensation Committee, or, if such committee does not consist solely of independent directors, a majority of the independent directors serving on the Board, has made a determination that recoupment would be impracticable based solely upon one of the factors described in Section 4(c). Recoupment is required regardless of whether the Covered Officer engaged in any misconduct and regardless of fault, and the Company's obligation to recoup Recoverable Incentive Compensation is not dependent on whether or when any restated financial statements are filed.

(c) Impracticability of Recovery. Recoupment may be determined to be impracticable if, and only if:

(i) the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount of the applicable Recoverable Incentive Compensation; provided that, before concluding that it would be

impracticable to recover any amount of Recoverable Incentive Compensation based on expense of enforcement, the Company shall make a reasonable attempt to recover such Recoverable Incentive Compensation without use of a third party, document such reasonable attempt(s) to recover, and provide that documentation to the Exchange in accordance with the Listing Standards; or

(ii) recoupment of the applicable Recoverable Incentive Compensation would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of Code Section 401(a)(13) or Code Section 411(a) and regulations thereunder.

(d) Sources of Recoupment. To the extent permitted by applicable law, the Administrator shall, in its sole discretion, determine the timing and method for recouping Recoverable Incentive Compensation hereunder, provided that such recoupment is undertaken reasonably promptly. The Administrator may, in its discretion, seek recoupment from a Covered Officer from any of the following sources or a combination thereof, whether the applicable compensation was approved, awarded, granted, payable, or paid to the Covered Officer prior to, on or after the Effective Date: (i) direct repayment of Recoverable Incentive Compensation previously paid to the Covered Officer; (ii) cancelling prior cash or equity-based awards (whether vested or unvested and whether paid or unpaid); (iii) cancelling or offsetting against any planned future cash or equity-based awards; (iv) forfeiture of deferred compensation, subject to compliance with Code Section 409A; and (v) any other method authorized by applicable law or contract. Subject to compliance with any applicable law, the Administrator may effectuate recoupment under this Policy from any amount otherwise payable to the Covered Officer, including amounts payable to such individual under any otherwise applicable Company plan or program (e.g., base salary, bonuses or commissions and compensation previously deferred by the Covered Officer). The Administrator need not utilize the same method of recovery for all Covered Officers or with respect to all types of Recoverable Incentive Compensation. Notwithstanding any other plan, policy or program of the Company, or the terms of any employment agreement or offer letter, the Administrator may require any person receiving any award that may result in the receipt of Incentive Compensation (whether or not a Covered Officer at the time of such award) to execute an acknowledgement in the form appended to this Policy, with such revisions as the Administrator may deem appropriate.

(e) No Indemnification of Covered Officers. Notwithstanding any indemnification agreement, applicable insurance policy, or any other agreement or provision of the Company's certificate of incorporation or bylaws to the contrary, no Covered Officer shall be entitled to indemnification or advancement of expenses in connection with any enforcement of this Policy by the Company, including paying or reimbursing such Covered Officer for insurance premiums to cover potential obligations to the Company under this Policy.

(f) Indemnification of Administrator. The Administrator (including any members thereof), and any other members of the Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and shall be indemnified by the Company to the fullest extent under applicable law and Company policy and governing documents with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Board under applicable law or Company policy and governing documents.

(g) No "Good Reason" for Covered Officers. Any action by the Company to recoup or any recoupment of Recoverable Incentive Compensation under this Policy from a Covered Officer shall not be deemed (i) "good reason" for resignation or to serve as a basis for a claim of constructive termination under any benefits or compensation arrangement applicable to such Covered Officer or (ii) to constitute a breach of a contract or other arrangement to which such Covered Officer is party.

(h) Reimbursement. Subject to the discretion of the Administrator, an applicable Covered Officer may be required to reimburse the Company for any and all expenses reasonably incurred (including legal fees) by the Company in recovering Recoverable Incentive Compensation in accordance with Section 4(b).

5. Administration

Except as specifically set forth herein, this Policy shall be administered by the Administrator. The Administrator shall have full and final authority to make any and all determinations required under this Policy. Any determination by the Administrator with respect to this Policy shall be final, conclusive and binding on all interested parties and need not be uniform with respect to each individual covered by this Policy. In carrying out the administration of this Policy, the Administrator is authorized and directed to consult with the full Board or such other committees of the Board as may be necessary or appropriate as to matters within the scope of such other committee's responsibility and authority. Subject to applicable law, the Administrator may authorize and empower any officer or employee of the Company to take any and all actions that the Administrator, in its sole discretion, deems necessary or appropriate to carry out the purpose and intent of this Policy (other than with respect to any recovery under this Policy involving such officer or employee).

6. Severability

If any provision of this Policy or the application of any such provision to a Covered Officer shall be adjudicated to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Policy, and the invalid, illegal or unenforceable provisions shall be deemed amended to the minimum extent necessary to render any such provision or application enforceable.

7. No Impairment of Other Remedies

Nothing contained in this Policy, and no recoupment or recovery as contemplated herein, shall limit any claims, damages or other legal remedies the Company or any of its affiliates may have against a Covered Officer arising out of or resulting from any actions or omissions by the Covered Officer. This Policy does not preclude the Company from taking any other action to enforce a Covered Officer's obligations to the Company, including, without limitation, termination of employment and/or institution of civil proceedings. This Policy is in addition to the requirements of Section 304 of the Sarbanes-Oxley Act of 2002 ("***SOX 304***") that are applicable to the Company's Chief Executive Officer and Chief Financial Officer and to any other compensation recoupment policy and/or similar provisions in any employment, equity plan, equity award, or other individual agreement, to which the Company is a party or which the Company has adopted or may adopt and maintain from time to time; provided, however, that compensation recouped pursuant to this Policy shall not be duplicative of compensation recouped pursuant to SOX 304 or any such compensation recoupment policy and/or similar provisions in any such employment, equity plan, equity award, or other individual agreement except as may be required by law.

8. Amendment; Termination

The Administrator may amend, terminate or replace this Policy or any portion of this Policy at any time and from time to time in its sole discretion. The Administrator shall amend this Policy as it deems necessary to comply with applicable law or any Listing Standard.

9. Successors

This Policy shall be binding and enforceable against all Covered Officers and, to the extent required by Rule 10D-1 and/or the applicable Listing Standards, their beneficiaries, heirs, executors, administrators or other legal representatives.

10. Required Filings

The Company shall make any disclosures and filings with respect to this Policy that are required by law, including as required by the SEC.

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