UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended April 27, 2024

or

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

For the transition period from to

Commission File Number: 001-15723

UNITED NATURAL FOODS, INC.

(Exact name of registrant as specified in its charter)

Delaware	05-0376157
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

313 Iron Horse Way, Providence, RI 02908

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(401) 528-8634**

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, par value $0.01	UNFI	New York Stock Exchange

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 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, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-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 is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of May 31, 2024 there were 59,470,084 shares of the registrant's common stock, $0.01 par value per share, outstanding.

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PART I. FINANCIAL INFORMATION
Item 1. Financial Statements

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS (unaudited)
(in millions, except for par values)

	April 27, 2024	July 29, 2023
ASSETS		
Cash and cash equivalents	$ 39	$ 37
Accounts receivable, net	971	889
Inventories, net	2,232	2,292
Prepaid expenses and other current assets	269	245
Total current assets	3,511	3,463
Property and equipment, net	1,776	1,767
Operating lease assets	1,396	1,228
Goodwill	20	20
Intangible assets, net	668	722
Deferred income taxes	33	32
Other long-term assets	181	162
Total assets	$ 7,585	$ 7,394
LIABILITIES AND STOCKHOLDERS' EQUITY		
Accounts payable	$ 1,677	$ 1,781
Accrued expenses and other current liabilities	258	283
Accrued compensation and benefits	186	143
Current portion of operating lease liabilities	186	180
Current portion of long-term debt and finance lease liabilities	11	18
Total current liabilities	2,318	2,405
Long-term debt	2,148	1,956
Long-term operating lease liabilities	1,270	1,099
Long-term finance lease liabilities	11	12
Pension and other postretirement benefit obligations	16	16
Other long-term liabilities	141	162
Total liabilities	5,904	5,650
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $ 0.01 par value, authorized 5.0 shares; none issued or outstanding	—	—
Common stock, $ 0.01 par value, authorized 100.0 shares; 62.0 shares issued and 59.5 shares outstanding at April 27, 2024; 61.0 shares issued and 58.5 shares outstanding at July 29, 2023	1	1
Additional paid-in capital	624	606
Treasury stock at cost	(86)	(86)
Accumulated other comprehensive loss	(33)	(28)
Retained earnings	1,175	1,250
Total United Natural Foods, Inc. stockholders' equity	1,681	1,743
Noncontrolling interests	—	1
Total stockholders' equity	1,681	1,744
Total liabilities and stockholders' equity	$ 7,585	$ 7,394

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (unaudited)
(in millions, except for per share data)

	13-Week Period Ended		39-Week Period Ended	
	April 27, 2024	April 29, 2023	April 27, 2024	April 29, 2023
Net sales	$ 7,498	$ 7,507	$ 22,825	$ 22,855
Cost of sales	6,478	6,507	19,740	19,690
Gross profit	1,020	1,000	3,085	3,165
Operating expenses	992	967	3,025	2,969
Restructuring, acquisition and integration related expenses (benefits)	9	(4)	17	1
Loss on sale of assets and other asset charges	13	4	37	—
Operating income	6	33	6	195
Net periodic benefit income, excluding service cost	(4)	(8)	(11)	(22)
Interest expense, net	37	35	112	109
Other income, net	(1)	(1)	(2)	(2)
(Loss) income before income taxes	(26)	7	(93)	110
(Benefit) provision for income taxes	(6)	(1)	(20)	13
Net (loss) income including noncontrolling interests	(20)	8	(73)	97
Less net income attributable to noncontrolling interests	(1)	(1)	(2)	(5)
Net (loss) income attributable to United Natural Foods, Inc.	$ (21)	$ 7	$ (75)	$ 92
Basic (loss) earnings per share	$ (0.34)	$ 0.12	$ (1.26)	$ 1.55
Diluted (loss) earnings per share	$ (0.34)	$ 0.12	$ (1.26)	$ 1.51
Weighted average shares outstanding:				
Basic	59.4	59.4	59.2	59.3
Diluted	59.4	60.4	59.2	61.0

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME (unaudited)
(in millions)

	13-Week Period Ended		39-Week Period Ended	
	April 27, 2024	April 29, 2023	April 27, 2024	April 29, 2023
Net (loss) income including noncontrolling interests	$ (20)	$ 8	$ (73)	$ 97
Other comprehensive income (loss):				
Recognition of pension and other postretirement benefit obligations, net of tax	—	—	1	1
Recognition of interest rate swap cash flow hedges, net of tax [1]	3	(2)	(4)	12
Foreign currency translation adjustments	(1)	(2)	(2)	(4)
Recognition of other cash flow derivatives, net of tax [2]	—	(2)	—	(4)
Total other comprehensive income (loss)	2	(6)	(5)	5
Less comprehensive income attributable to noncontrolling interests	(1)	(1)	(2)	(5)
Total comprehensive (loss) income attributable to United Natural Foods, Inc.	$ (19)	$ 1	$ (80)	$ 97

(1) Amounts are net of tax expense (benefit) of $ 1 million and $(1) million for the third quarters of fiscal 2024 and 2023, respectively, and $(1) million and $ 4 million for fiscal 2024 and 2023 year-to-date, respectively.

(2) Amounts are net of tax expense (benefit) of $ 0 million and $ 0 million for the third quarters of fiscal 2024 and 2023, respectively, and $ 0 million and $(1) million for fiscal 2024 and 2023 year-to-date, respectively.

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (unaudited)
For the 13-week periods ended April 27, 2024 and April 29, 2023
(in millions)

	Common Stock		Treasury Stock							
	Shares	Amount	Shares	Amount	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total United Natural Foods, Inc. Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
Balances at January 27, 2024	61.9	$ 1	2.5	$ (86)	$ 616	$ (35)	$ 1,196	$ 1,692	$ —	$ 1,692
Restricted stock vestings	0.1	—	—	—	—	—	—	—	—	—
Share-based compensation	—	—	—	—	11	—	—	11	—	11
Other comprehensive income	—	—	—	—	—	2	—	2	—	2
Acquisition of noncontrolling interests	—	—	—	—	(3)	—	—	(3)	1	(2)
Distributions to noncontrolling interests	—	—	—	—	—	—	—	—	(2)	(2)
Net (loss) income	—	—	—	—	—	—	(21)	(21)	1	(20)
Balances at April 27, 2024	62.0	$ 1	2.5	$ (86)	$ 624	$ (33)	$ 1,175	$ 1,681	$ —	$ 1,681
Balances at January 28, 2023	60.9	$ 1	1.3	$ (53)	$ 592	$ (9)	$ 1,311	$ 1,842	$ 3	$ 1,845
Share-based compensation	—	—	—	—	10	—	—	10	—	10
Repurchases of common stock	—	—	0.4	(12)	—	—	—	(12)	—	(12)
Other comprehensive loss	—	—	—	—	—	(6)	—	(6)	—	(6)
Distributions to noncontrolling interests	—	—	—	—	—	—	—	—	(3)	(3)
Net income	—	—	—	—	—	—	7	7	1	8
Balances at April 29, 2023	60.9	$ 1	1.7	$ (65)	$ 602	$ (15)	$ 1,318	$ 1,841	$ 1	$ 1,842

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (unaudited)
For the 39-week periods ended April 27, 2024 and April 29, 2023
(in millions)

	Common Stock		Treasury Stock							
	Shares	Amount	Shares	Amount	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total United Natural Foods, Inc. Stockholders' Equity	Noncontrolling Interests	Total Stockholders' Equity
Balances at July 29, 2023	61.0	$ 1	2.5	$ (86)	$ 606	$ (28)	$ 1,250	$ 1,743	$ 1	$ 1,744
Restricted stock vestings	1.0	—	—	—	(6)	—	—	(6)	—	(6)
Share-based compensation	—	—	—	—	27	—	—	27	—	27
Other comprehensive loss	—	—	—	—	—	(5)	—	(5)	—	(5)
Acquisition of noncontrolling interests	—	—	—	—	(3)	—	—	(3)	1	(2)
Distributions to noncontrolling interests	—	—	—	—	—	—	—	—	(4)	(4)
Net (loss) income	—	—	—	—	—	—	(75)	(75)	2	(73)
Balances at April 27, 2024	62.0	$ 1	2.5	$ (86)	$ 624	$ (33)	$ 1,175	$ 1,681	$ —	$ 1,681
Balances at July 30, 2022	58.9	$ 1	0.6	$ (24)	$ 608	$ (20)	$ 1,226	$ 1,791	$ 1	$ 1,792
Restricted stock vestings	2.0	—	—	—	(39)	—	—	(39)	—	(39)
Share-based compensation	—	—	—	—	33	—	—	33	—	33
Repurchases of common stock	—	—	1.1	(41)	—	—	—	(41)	—	(41)
Other comprehensive income	—	—	—	—	—	5	—	5	—	5
Distributions to noncontrolling interests	—	—	—	—	—	—	—	—	(5)	(5)
Net income	—	—	—	—	—	—	92	92	5	97
Balances at April 29, 2023	60.9	$ 1	1.7	$ (65)	$ 602	$ (15)	$ 1,318	$ 1,841	$ 1	$ 1,842

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)

(in millions)	39-Week Period Ended April 27, 2024	39-Week Period Ended April 29, 2023
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net (loss) income including noncontrolling interests	$ (73)	$ 97
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	228	224
Share-based compensation	27	33
Gain on sale of assets	(7)	(9)
Long-lived asset impairment charges	28	—
Net pension and other postretirement benefit income	(11)	(22)
Deferred income tax expense	—	2
LIFO charge	19	83
Provision (recoveries) for losses on receivables	3	(2)
Non-cash interest expense and other adjustments	5	11
Changes in operating assets and liabilities	(165)	(15)
Net cash provided by operating activities	54	402
CASH FLOWS FROM INVESTING ACTIVITIES:		
Payments for capital expenditures	(217)	(218)
Proceeds from dispositions of assets	14	14
Payments for investments	(23)	(7)
Net cash used in investing activities	(226)	(211)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from borrowings under revolving credit line	1,957	2,387
Proceeds from issuance of other loans	15	—
Repayments of borrowings under revolving credit line	(1,743)	(2,348)
Repayments of long-term debt and finance leases	(41)	(149)
Repurchases of common stock	—	(41)
Payments of employee restricted stock tax withholdings	(6)	(39)
Distributions to noncontrolling interests	(4)	(5)
Repayments of other loans	(2)	(2)
Other	(2)	—
Net cash provided by (used in) financing activities	174	(197)
EFFECT OF EXCHANGE RATE ON CASH	—	—
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	2	(6)
Cash and cash equivalents, at beginning of period	37	44
Cash and cash equivalents, at end of period	$ 39	$ 38
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 118	$ 114
Cash refunds for federal, state, and foreign income taxes, net	$ (10)	$ (4)
Leased assets obtained in exchange for new operating lease liabilities	$ 317	$ 198
Leased assets obtained in exchange for new finance lease liabilities	$ 6	$ —
Additions of property and equipment included in Accounts payable	$ 29	$ 42

See accompanying Notes to Condensed Consolidated Financial Statements.

UNITED NATURAL FOODS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (unaudited)

NOTE 1—SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

United Natural Foods, Inc. and its subsidiaries (the "Company" or "UNFI") is a leading distributor of natural, organic, specialty, produce and conventional grocery and non-food products, and provider of support services to retailers. The Company sells its products primarily throughout the United States and Canada.

Fiscal Year

The Company's fiscal years end on the Saturday closest to July 31 and contain either 52 or 53 weeks. Fiscal 2024 will contain 53 weeks with the fourth quarter of fiscal 2024 containing 14 weeks. References to the third quarter of fiscal 2024 and 2023 relate to the 13-week fiscal quarters ended April 27, 2024 and April 29, 2023, respectively. References to fiscal 2024 and 2023 year-to-date relate to the 39-week fiscal periods ended April 27, 2024 and April 29, 2023, respectively.

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements include the accounts of the Company and its subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation.

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC") for interim financial information, including the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, certain information and note disclosures normally required in complete financial statements prepared in conformity with accounting principles generally accepted in the United States ("GAAP") have been condensed or omitted. In the Company's opinion, these Condensed Consolidated Financial Statements include all adjustments necessary for a fair presentation of the financial position, results of operations and cash flows for the interim periods presented. However, the results of operations for interim periods may not be indicative of the results that may be expected for a full year. These Condensed Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements and notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended July 29, 2023 (the "Annual Report"). There were no material changes in significant accounting policies from those described in the Annual Report.

Use of Estimates

The preparation of the Condensed Consolidated Financial Statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications

Within the Condensed Consolidated Financial Statements certain immaterial amounts have been reclassified to conform with current period presentation. These reclassifications had no impact on reported net income, cash flows, or total assets and liabilities.

Cash and Cash Equivalents

Cash equivalents consist of highly liquid investments with original maturities of three months or less. The Company's banking arrangements allow it to fund outstanding checks when presented to the financial institution for payment. The Company funds all intraday bank balance overdrafts during the same business day. Checks outstanding in excess of bank balances create book overdrafts, which are recorded in Accounts payable in the Condensed Consolidated Balance Sheets and are reflected as an operating activity in the Condensed Consolidated Statements of Cash Flows. As of April 27, 2024 and July 29, 2023, the Company had net book overdrafts of $ 287 million and $ 308 million, respectively.

Inventories, Net

Substantially all of the Company's inventories consist of finished goods. To value discrete inventory items at lower of cost or net realizable value before application of any last-in, first-out ("LIFO") reserve, the Company utilizes the weighted average cost method, perpetual cost method, the retail inventory method and the replacement cost method. Allowances for vendor funds and cash discounts received from suppliers are recorded as a reduction to Inventories, net and subsequently within Cost of sales upon the sale of the related products. Inventory quantities are evaluated throughout each fiscal year based on physical counts in the Company's distribution facilities and stores. Allowances for inventory shortages are recorded based on the results of these counts. The LIFO reserve was approximately $ 363 million and $ 344 million as of April 27, 2024 and July 29, 2023, respectively, which is recorded within Inventories, net on the Condensed Consolidated Balance Sheets.

NOTE 2—RECENTLY ADOPTED AND ISSUED ACCOUNTING PRONOUNCEMENTS

Recently Issued Accounting Pronouncements

In June 2022, the Financial Accounting Standards Board ("FASB") issued ASU 2022-03, *Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions*. ASU 2022-03 clarifies that a contractual restriction on the sale of an equity security is not part of the unit of account of the equity security and, therefore, is not considered in measuring fair value. The amendments in this update also require additional disclosures for equity securities subject to contractual sale restrictions. The Company is required to adopt the amendments in this update in the first quarter of fiscal 2025. The Company is in the process of reviewing the provisions of the amendments in this update but does not expect the adoption to have a material impact on the Company's consolidated financial statements.

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* . ASU 2023-07 requires disclosure of significant segment expenses that are regularly provided to the chief operating decision maker ("CODM") and included within each reported measure of segment profit or loss, an amount and description of its composition for other segment items to reconcile to segment profit or loss, and the title and position of the entity's CODM. The amendments in this update also expand the interim segment disclosure requirements. The Company is required to adopt the amendments in this update in fiscal 2025, and the interim disclosure requirements will be effective for the Company in the first quarter of fiscal 2026. Early adoption is permitted. The amendments in this update are required to be applied on a retrospective basis. The Company is currently reviewing the provisions of the amendments in this update and evaluating their impact on the Company's consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* . ASU 2023-09 requires disclosure of specific categories in the rate reconciliation and additional information for reconciling items that meet a quantitative threshold. The amendments also require disclosure on an annual basis of income taxes paid disaggregated by federal, state and foreign taxes as well as the amount of income taxes paid by individual jurisdiction. In addition, the amendments require disclosures of disaggregated pretax income and income tax expense and remove the requirement to disclose certain items that are no longer considered cost beneficial or relevant. The Company is required to adopt the amendments in this update in fiscal 2026. Early adoption is permitted. The amendments in this update should be applied on a prospective basis, but can also be applied retrospectively. The Company is currently reviewing the provisions of the amendments in this update and evaluating their impact on the Company's consolidated financial statements.

NOTE 3—REVENUE RECOGNITION

Disaggregation of Revenues

The Company records revenue to five customer channels within Net sales, which are described below:

- *Chains*, which consists of customer accounts that typically have more than 1 0 operating stores and excludes stores included within the Supernatural and Other channels defined below;
- *Independent retailers*, which includes smaller size accounts including single store and multiple store locations, and group purchasing entities that are not classified within Chains above or Other defined below;
- *Supernatural*, which consists of chain accounts that are national in scope and carry primarily natural products, and currently consists solely of one customer;
- *Retail*, which reflects the Company's Retail segment, including Cub® Foods and Shoppers® stores; and
- *Other*, which includes international customers outside of Canada, foodservice, eCommerce, conventional military business and other sales.

The following tables detail the Company's Net sales for the periods presented by customer channel for each of its segments. The Company does not record its revenues within its Wholesale reportable segment for financial reporting purposes by product group, and it is therefore impracticable for it to report them accordingly.

	Net Sales for the 13-Week Period Ended				
(in millions)	April 27, 2024				
Customer Channel	**Wholesale**	**Retail**	**Other**	**Eliminations[1]**	**Consolidated**
Chains	$ 3,092	$ —	$ —	$ —	$ 3,092
Independent retailers	1,816	—	—	—	1,816
Supernatural	1,734	—	—	—	1,734
Retail	—	571	—	—	571
Other	594	—	50	—	644
Eliminations	—	—	—	(359)	(359)
Total	$ 7,236	$ 571	$ 50	$ (359)	$ 7,498

	Net Sales for the 13-Week Period Ended				
(in millions)	April 29, 2023				
Customer Channel	**Wholesale**	**Retail**	**Other**	**Eliminations[1]**	**Consolidated**
Chains	$ 3,129	$ —	$ —	$ —	$ 3,129
Independent retailers	1,875	—	—	—	1,875
Supernatural	1,647	—	—	—	1,647
Retail	—	598	—	—	598
Other	584	—	56	—	640
Eliminations	—	—	—	(382)	(382)
Total	$ 7,235	$ 598	$ 56	$ (382)	$ 7,507

	Net Sales for the 39-Week Period Ended				
(in millions)	April 27, 2024				
Customer Channel	**Wholesale**	**Retail**	**Other**	**Eliminations[1]**	**Consolidated**
Chains	$ 9,542	$ —	$ —	$ —	$ 9,542
Independent retailers	5,622	—	—	—	5,622
Supernatural	5,097	—	—	—	5,097
Retail	—	1,808	—	—	1,808
Other	1,743	—	162	—	1,905
Eliminations	—	—	—	(1,149)	(1,149)
Total	$ 22,004	$ 1,808	$ 162	$ (1,149)	$ 22,825

	Net Sales for the 39-Week Period Ended				
(in millions)	April 29, 2023				
Customer Channel	**Wholesale**	**Retail**	**Other**	**Eliminations[1]**	**Consolidated**
Chains	$ 9,675	$ —	$ —	$ —	$ 9,675
Independent retailers	5,802	—	—	—	5,802
Supernatural	4,819	—	—	—	4,819
Retail	—	1,871	—	—	1,871
Other	1,712	—	172	—	1,884
Eliminations	—	—	—	(1,196)	(1,196)
Total	$ 22,008	$ 1,871	$ 172	$ (1,196)	$ 22,855

(1) Eliminations primarily includes the net sales elimination of Wholesale to Retail sales and the elimination of sales from segments included within Other to Wholesale.

The Company serves customers in the United States and Canada, as well as customers located in other countries. However, all of the Company's revenue is earned in the United States and Canada, and international distribution occurs through freight-forwarders. The Company does not have any performance obligations on international shipments subsequent to delivery to the domestic port.

Accounts and Notes Receivable Balances

Accounts and notes receivable are as follows:

(in millions)	April 27, 2024	July 29, 2023
Customer accounts receivable	$ 958	$ 887
Allowance for uncollectible receivables	(16)	(17)
Other receivables, net	29	19
Accounts receivable, net	$ 971	$ 889
Notes receivable, net, included within Prepaid expenses and other current assets	$ 3	$ 3
Long-term notes receivable, net, included within Other long-term assets	$ 7	$ 7

In fiscal 2023, the Company entered into an agreement to sell, on a revolving basis, certain customer accounts receivable to a third-party financial institution. Accounts receivable that the Company is servicing on behalf of the financial institution, which would have otherwise been outstanding as of April 27, 2024 and July 29, 2023, was approximately $ 342 million and $ 310 million, respectively. Net proceeds received are included within cash from operating activities in the Condensed Consolidated Statements of Cash Flows in the period of sale. The loss on sale of receivables was $ 6 million and $ 4 million for the third quarters of fiscal 2024 and 2023, respectively, and $ 16 million and $ 9 million for fiscal 2024 and 2023 year-to-date, respectively, and is recorded within Loss on sale of assets and other asset charges in the Condensed Consolidated Statements of Operations.

NOTE 4—PROPERTY AND EQUIPMENT, NET

In fiscal 2024, the Company determined that it was more likely than not that it would dispose of one of its corporate-owned office locations before the end of its previously estimated useful life. As a result, the Company conducted an impairment review and recorded a $ 21 million non-cash asset impairment charge in fiscal 2024 year-to-date. The fair value utilized in the Company's impairment review was determined based on the market approach. The impairment charge is recorded within Loss on sale of assets and other asset charges in the Condensed Consolidated Statements of Operations. In the third quarter of fiscal 2024, the Company entered into an agreement to sell certain long-lived assets related to this corporate-owned office location, which is expected to close in the fourth quarter of fiscal 2024. As a result, assets related to this location totaling $ 8 million are classified as held for sale within Prepaid expenses and other current assets in the Condensed Consolidated Balance Sheets as of April 27, 2024.

During the third quarter of fiscal 2024, the Company recorded a $ 7 million non-cash asset impairment charge related to the decision to close certain retail store locations. The impairment charge is recorded within Loss on sale of assets and other asset charges in the Condensed Consolidated Statements of Operations. There were no asset impairment charges recorded for fiscal 2023 year-to-date.

NOTE 5—GOODWILL AND INTANGIBLE ASSETS, NET

Changes in the carrying value of Goodwill by reportable segment that have goodwill consisted of the following:

(in millions)	Wholesale	Other	Total
Goodwill as of July 29, 2023	$ 10 (1)	$ 10 (2)	$ 20
Change in foreign exchange rates	—	—	—
Goodwill as of April 27, 2024	$ 10 (1)	$ 10 (2)	$ 20

(1) Wholesale amounts are net of accumulated goodwill impairment charges of $ 717 million as of July 29, 2023 and April 27, 2024.

(2) Other amounts are net of accumulated goodwill impairment charges of $ 10 million as of July 29, 2023 and April 27, 2024.

Identifiable intangible assets, net consisted of the following:

(in millions)	April 27, 2024 Gross Carrying Amount	April 27, 2024 Accumulated Amortization	April 27, 2024 Net	July 29, 2023 Gross Carrying Amount	July 29, 2023 Accumulated Amortization	July 29, 2023 Net
Amortizing intangible assets:						
Customer relationships	$ 1,007	$ 397	$ 610	$ 1,007	$ 354	$ 653
Pharmacy prescription files	33	26	7	33	22	11
Operating lease intangibles	6	5	1	6	5	1
Trademarks and tradenames	88	63	25	89	57	32
Total amortizing intangible assets	1,134	491	643	1,135	438	697
Indefinite lived intangible assets:						
Trademarks and tradenames	25	—	25	25	—	25
Intangibles assets, net	$ 1,159	$ 491	$ 668	$ 1,160	$ 438	$ 722

Amortization expense was $ 17 million and $ 18 million for the third quarters of fiscal 2024 and 2023, respectively, and $ 53 million and $ 54 million for fiscal 2024 and 2023 year-to-date, respectively. The estimated future amortization expense for each of the next five fiscal years and thereafter on amortizing intangible assets existing as of April 27, 2024 is as shown below:

Fiscal Year:	(in millions)
Remaining fiscal 2024	$ 20
2025	71
2026	67
2027	64
2028	61
Thereafter	360
	$ 643

NOTE 6—FAIR VALUE MEASUREMENTS OF FINANCIAL INSTRUMENTS

Recurring Fair Value Measurements

The following tables provide the fair value hierarchy for financial assets and liabilities measured on a recurring basis:

(in millions)	Condensed Consolidated Balance Sheets Location	Fair Value at April 27, 2024 Level 1	Level 2	Level 3
Assets:				
Interest rate swaps designated as hedging instruments	Prepaid expenses and other current assets	$ —	$ 12	$ —
Interest rate swaps designated as hedging instruments	Other long-term assets	$ —	$ 4	$ —
Liabilities:				
Fuel derivatives designated as hedging instruments	Accrued expenses and other current liabilities	$ —	$ 1	$ —

(in millions)	Condensed Consolidated Balance Sheets Location	Fair Value at July 29, 2023 Level 1	Level 2	Level 3
Assets:				
Interest rate swaps designated as hedging instruments	Prepaid expenses and other current assets	$ —	$ 17	$ —
Interest rate swaps designated as hedging instruments	Other long-term assets	$ —	$ 5	$ —
Liabilities:				
Fuel derivatives designated as hedging instruments	Accrued expenses and other current liabilities	$ —	$ 1	$ —

Interest Rate Swap Contracts

The fair values of interest rate swap contracts are measured using Level 2 inputs. The interest rate swap contracts are valued using an income approach interest rate swap valuation model incorporating observable market inputs including interest rates, Secured Overnight Financing Rate ("SOFR") swap rates and credit default swap rates. As of April 27, 2024, a 100-basis point increase in forward SOFR interest rates would increase the fair value of the interest rate swaps by approximately $ 9 million; a 100-basis point decrease in forward SOFR interest rates would decrease the fair value of the interest rate swaps by approximately $ 9 million. Refer to Note 7—Derivatives for further information on interest rate swap contracts.

Fair Value Estimates

For certain of the Company's financial instruments including cash and cash equivalents, receivables, accounts payable, accrued vacation, compensation and benefits, and other current assets and liabilities the fair values approximate carrying amounts due to their short maturities. The fair value of notes receivable is estimated by using a discounted cash flow approach prior to consideration for uncollectible amounts and is calculated by applying a market rate for similar instruments using Level 3 inputs. The fair value of debt is estimated based on market quotes, where available, or market values for similar instruments, using Level 2 and 3 inputs. In the table below, the carrying value of the Company's long-term debt is net of original issue discounts and debt issuance costs.

(in millions)	April 27, 2024 Carrying Value	Fair Value	July 29, 2023 Carrying Value	Fair Value
Notes receivable, including current portion	$ 15	$ 8	$ 15	$ 8
Long-term debt, including current portion	$ 2,151	$ 2,047	$ 1,963	$ 1,903

NOTE 7—DERIVATIVES

Management of Interest Rate Risk

The Company enters into interest rate swap contracts from time to time to mitigate its exposure to changes in market interest rates as part of its overall strategy to manage its debt portfolio to achieve an overall desired position of notional debt amounts subject to fixed and floating interest rates. Interest rate swap contracts are entered into for periods consistent with related underlying exposures and do not constitute positions independent of those exposures. The Company's interest rate swap contracts are designated as cash flow hedges as of April 27, 2024. Interest rate swap contracts are reflected at their fair values in the Condensed Consolidated Balance Sheets. Refer to Note 6—Fair Value Measurements of Financial Instruments for further information on the fair value of interest rate swap contracts.

Details of active swap contracts as of April 27, 2024, which are all pay fixed and receive floating, are as follows:

Effective Date	Swap Maturity	Notional Value (in millions)	Pay Fixed Rate	Receive Floating Rate	Floating Rate Reset Terms
November 30, 2018	October 31, 2024	100	2.7385 %	One-Month Term SOFR	Monthly
January 11, 2019	October 31, 2024	100	2.4025 %	One-Month Term SOFR	Monthly
January 24, 2019	October 31, 2024	50	2.4090 %	One-Month Term SOFR	Monthly
October 26, 2018	October 22, 2025	50	2.8725 %	One-Month Term SOFR	Monthly
November 16, 2018	October 22, 2025	50	2.8750 %	One-Month Term SOFR	Monthly
November 16, 2018	October 22, 2025	50	2.8380 %	One-Month Term SOFR	Monthly
January 24, 2019	October 22, 2025	50	2.4750 %	One-Month Term SOFR	Monthly
December 29, 2023	June 3, 2027	100	3.7525 %	One-Month Term SOFR	Monthly
December 29, 2023	June 3, 2027	100	3.7770 %	One-Month Term SOFR	Monthly
		$ 650			

The Company performs an initial quantitative assessment of hedge effectiveness using the “Hypothetical Derivative Method” in the period in which the hedging transaction is entered. Under this method, the Company assesses the effectiveness of each hedging relationship by comparing the changes in cash flows of the derivative hedging instrument with the changes in cash flows of the designated hedged transactions. In future reporting periods, the Company performs a qualitative analysis for quarterly prospective and retrospective assessments of hedge effectiveness. The Company also monitors the risk of counterparty default on an ongoing basis and noted that the counterparties are reputable financial institutions. The entire change in the fair value of the derivative is initially reported in Other comprehensive income (outside of earnings) in the Condensed Consolidated Statements of Comprehensive (Loss) Income and subsequently reclassified to earnings in Interest expense, net in the Condensed Consolidated Statements of Operations when the hedged transactions affect earnings.

The location and amount of gains or losses recognized in the Condensed Consolidated Statements of Operations for interest rate swap contracts for each of the periods, presented on a pre-tax basis, are as follows:

	13-Week Period Ended		39-Week Period Ended	
	April 27, 2024	April 29, 2023	April 27, 2024	April 29, 2023
(in millions)	Interest expense, net		Interest expense, net	
Total amounts of expense line items presented in the Condensed Consolidated Statements of Operations in which the effects of cash flow hedges are recorded	$ 37	$ 35	$ 112	$ 109
Gain on cash flow hedging relationships:				
Gain reclassified from comprehensive income into earnings	$ 5	$ 3	$ 15	$ 7

NOTE 8—LONG-TERM DEBT

The Company’s long-term debt consisted of the following:

(in millions)	Average Interest Rate at April 27, 2024	Fiscal Maturity Year	April 27, 2024	July 29, 2023
Term Loan Facility	8.69 %	2026	$ 645	$ 670
ABL Credit Facility	6.81 %	2027	1,026	812
Senior Notes	6.75 %	2029	500	500
Other secured loans	4.43 %	2025	3	9
Debt issuance costs, net			(19)	(22)
Original issue discount on debt			(4)	(6)
Long-term debt, including current portion			2,151	1,963
Less: current portion of long-term debt			(3)	(7)
Long-term debt			$ 2,148	$ 1,956

Senior Notes

On October 22, 2020, the Company issued $ 500 million of unsecured 6.750 % senior notes due October 15, 2028 (the "Senior Notes"). The Senior Notes, which are presented net of debt issuance costs of $ 6 million as of April 27, 2024 in the Condensed Consolidated Balance Sheets, are guaranteed by each of the Company's subsidiaries that are borrowers under or that guarantee the ABL Credit Facility or the Term Loan Facility (defined below).

ABL Credit Facility

The revolving credit agreement dated as of June 3, 2022 (the "ABL Loan Agreement"), by and among the Company (the "U.S. Borrower") and UNFI Canada (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers"), and the financial institutions that are parties thereto as lenders (collectively, the "ABL Lenders"), Wells Fargo Bank, N.A. as administrative agent for the ABL Lenders, and the other parties thereto, provides for a secured asset-based revolving credit facility (the "ABL Credit Facility"), of which up to $ 2,600 million is available to the Borrowers, including a U.S. Dollar equivalent of $ 100 million sublimit for borrowings in Canadian dollars. Under the ABL Loan Agreement, the Borrowers may, at their option, increase the aggregate amount of the ABL Credit Facility in an amount of up to $ 750 million without the consent of any ABL Lenders not participating in such increase, subject to certain customary conditions and applicable lenders committing to provide the increase in funding. There is no assurance that additional funding would be available.

The Borrowers' obligations under the ABL Credit Facility are guaranteed by most of the Company's wholly-owned subsidiaries (collectively, the "Guarantors"), subject to customary exceptions and limitations. The Borrowers' obligations under the ABL Credit Facility and the Guarantors' obligations under the related guarantees are secured by (i) a first-priority lien on certain accounts receivable, inventory and certain other assets arising therefrom or related thereto of the Borrowers and Guarantors (including substantially all of their deposit accounts, collectively, the "ABL Assets") and (ii) a second-priority lien on all of the Borrowers' and Guarantors' assets that do not constitute ABL Assets, in each case, subject to customary exceptions and limitations.

Availability under the ABL Credit Facility is subject to a borrowing base (the "Borrowing Base"), which is based on 90 % of eligible accounts receivable, plus 90 % of eligible credit card receivables, plus 90 % to 92.5 % of the net orderly liquidation value of eligible inventory, plus 90 % of eligible pharmacy receivables, plus certain availability related to pharmacy prescription files, after adjusting for customary reserves, but at no time shall exceed the lesser of the aggregate commitments under the ABL Credit Facility (currently $ 2,600 million) or the Borrowing Base.

The assets included in the Condensed Consolidated Balance Sheets securing the outstanding obligations under the ABL Credit Facility on a first-priority basis were as follows:

(in millions)	April 27, 2024	July 29, 2023
Certain inventory assets included in Inventories, net	$ 1,828	$ 1,861
Certain receivables included in Accounts receivable, net	563	571
Pharmacy prescription files included in Intangible assets, net	7	11
Total	$ 2,398	$ 2,443

As of April 27, 2024, the Borrowers' Borrowing Base was $ 2,427 million, reflecting the advance rates described above and $ 95 million of reserves, which is below the $ 2,600 million limit of availability. This resulted in total availability of $ 2,427 million for loans and letters of credit under the ABL Credit Facility. The Company's unused credit under the ABL Credit Facility was as follows:

(in millions)	April 27, 2024
Total availability for ABL loans and letters of credit	$ 2,427
ABL loans outstanding	(1,026)
Letters of credit outstanding	(176)
Unused credit	$ 1,225

The applicable interest rates, unutilized commitment fees and letter of credit fees under the ABL Credit Facility are variable and are dependent upon the prior fiscal quarter's daily Average Availability (as defined in the ABL Loan Agreement), and were as follows:

	Range of Facility Rates and Fees (per annum)	April 27, 2024
Borrowers' applicable margin for base rate loans	0.00 % - 0.25 %	0.25 %
Borrowers' applicable margin for SOFR and BA loans (1)	1.00 % - 1.25 %	1.25 %
Unutilized commitment fees	0.20 %	0.20 %
Letter of credit fees	1.125 % - 1.375 %	1.375 %

(1) The U.S. Borrower utilizes SOFR-based loans and the Canadian Borrower utilizes bankers' acceptance rate-based loans.

Subsequent to the end of the third quarter of fiscal 2024, the Company entered into an amendment to the ABL Loan Agreement. Refer to Note 16—Subsequent Events for additional information.

Term Loan Facility

The term loan agreement dated as of October 22, 2018 (as amended, the "Term Loan Agreement"), by and among the Company and SUPERVALU INC. ("Supervalu" and, collectively with the Company, the "Initial Term Borrowers"), the financial institutions that are parties thereto as lenders (collectively, the "Term Lenders"), Credit Suisse, as administrative agent for the Term Lenders, and the other parties thereto, provides for a $ 1,800 million senior secured first lien term loan (the "Term Loan Facility"). The net proceeds from the Term Loan Facility were used to finance the Supervalu acquisition and related transaction costs. Any amounts then outstanding were to be payable in full on October 22, 2025.

The obligations under the Term Loan Facility are guaranteed by the Guarantors, subject to customary exceptions and limitations. The Initial Term Borrowers' obligations under the Term Loan Facility and the Guarantors' obligations under the related guarantees are secured by (i) a first-priority lien on substantially all of the Initial Term Borrowers' and the Guarantors' assets other than the ABL Assets and (ii) a second-priority lien on substantially all of the Initial Term Borrowers' and the Guarantors' ABL Assets, in each case, subject to customary exceptions and limitations, including an exception for owned real property with net book values of less than or equal to $ 10 million. As of April 27, 2024 and July 29, 2023, there was $ 604 million and $ 617 million, respectively, of owned real property pledged as collateral that was included in Property and equipment, net in the Condensed Consolidated Balance Sheets.

The Company must prepay loans outstanding under the Term Loan Facility no later than 130 days after the fiscal year end in an aggregate principal amount equal to a specified percentage (which percentage ranges from 0 to 75 percent depending on the Consolidated First Lien Net Leverage Ratio as of the last day of such fiscal year) of Excess Cash Flow (as defined in the Term Loan Agreement), minus certain types of voluntary prepayments of indebtedness made during such fiscal year. The potential amount of prepayment from Excess Cash Flow in fiscal 2024 that may be required in fiscal 2025 is not reasonably estimable as of April 27, 2024.

As of April 27, 2024, the Company had borrowings of $ 645 million outstanding under the Term Loan Facility, which are presented in the Condensed Consolidated Balance Sheets net of debt issuance costs of $ 7 million and an original issue discount on debt of $ 4 million. As of April 27, 2024, no amount of the Term Loan Facility was classified as current.

As of April 27, 2024, the borrowings under the Term Loan Facility bear interest at rates that, at the Term Borrowers' option, can be either: (i) a base rate plus a margin of 2.25 % or (ii) a SOFR rate plus a margin of 3.25 %, provided that the SOFR rate shall never be less than 0.0 %.

Subsequent to the end of the third quarter of fiscal 2024, the Company entered into an amendment further amending the Term Loan Agreement. Refer to Note 16—Subsequent Events for additional information.

NOTE 9—COMPREHENSIVE (LOSS) INCOME AND ACCUMULATED OTHER COMPREHENSIVE LOSS

Changes in Accumulated other comprehensive loss by component, net of tax, for fiscal 2024 year-to-date were as follows:

(in millions)	Other Cash Flow Derivatives	Benefit Plans	Foreign Currency Translation	Swap Agreements	Total
Accumulated other comprehensive (loss) income at July 29, 2023	$ —	$ (21)	$ (21)	$ 14	$ (28)
Other comprehensive income (loss) before reclassifications	1	—	(2)	7	6
Amortization of amounts included in net periodic benefit income	—	1	—	—	1
Amortization of cash flow hedges	(1)	—	—	(11)	(12)
Net current period Other comprehensive income (loss)	—	1	(2)	(4)	(5)
Accumulated other comprehensive (loss) income at April 27, 2024	$ —	$ (20)	$ (23)	$ 10	$ (33)

Changes in Accumulated other comprehensive loss by component, net of tax, for fiscal 2023 year-to-date were as follows:

(in millions)	Other Cash Flow Derivatives	Benefit Plans	Foreign Currency Translation	Swap Agreements	Total
Accumulated other comprehensive income (loss) at July 30, 2022	$ 2	$ (3)	$ (19)	$ —	$ (20)
Other comprehensive (loss) income before reclassifications	(6)	—	(4)	17	7
Amortization of amounts included in net periodic benefit income	—	1	—	—	1
Amortization of cash flow hedges	2	—	—	(5)	(3)
Net current period Other comprehensive (loss) income	(4)	1	(4)	12	5
Accumulated other comprehensive (loss) income at April 29, 2023	$ (2)	$ (2)	$ (23)	$ 12	$ (15)

Items reclassified out of Accumulated other comprehensive loss had the following impact on the Condensed Consolidated Statements of Operations:

(in millions)	13-Week Period Ended		39-Week Period Ended		Affected Line Item on the Condensed Consolidated Statements of Operations
	April 27, 2024	April 29, 2023	April 27, 2024	April 29, 2023	
Pension and postretirement benefit plan net assets:					
Amortization of amounts included in net periodic benefit income[1]	$ 1	$ —	$ 2	$ 1	Net periodic benefit income, excluding service cost
Income tax benefit	(1)	—	(1)	—	(Benefit) provision for income taxes
Total reclassifications, net of tax	$ —	$ —	$ 1	$ 1	
Swap agreements:					
Reclassification of cash flow hedges	$ (5)	$ (3)	$ (15)	$ (7)	Interest expense, net
Income tax expense	1	1	4	2	(Benefit) provision for income taxes
Total reclassifications, net of tax	$ (4)	$ (2)	$ (11)	$ (5)	
Other cash flow hedges:					
Reclassification of cash flow hedge	$ (1)	$ 1	$ (1)	$ 3	Cost of sales
Income tax benefit	—	—	—	(1)	(Benefit) provision for income taxes
Total reclassifications, net of tax	$ (1)	$ 1	$ (1)	$ 2	

(1) Reclassification of amounts included in net periodic benefit income include reclassification of prior service cost as reflected in Note 11—Benefit Plans.

As of April 27, 2024, the Company expects to reclassify $ 11 million related to unrealized derivative gains out of Accumulated other comprehensive loss and primarily into Interest expense, net during the following twelve-month period.

NOTE 10—SHARE-BASED AWARDS

In fiscal 2024 year-to-date, the Company granted restricted stock units and performance share units to its directors, executive officers and certain employees representing a right to receive an aggregate of 3.4 million shares. As of April 27, 2024, there were 1.8 million shares available for issuance under the Third Amended and Restated 2020 Equity Incentive Plan.

NOTE 11—BENEFIT PLANS

Net periodic benefit (income) cost and contributions to defined benefit pension and other postretirement benefit plans consisted of the following:

	13-Week Period Ended			
	Pension Benefits		Other Postretirement Benefits	
(in millions)	April 27, 2024	April 29, 2023	April 27, 2024	April 29, 2023
Interest cost	$ 18	$ 16	$ —	$ —
Expected return on plan assets	(23)	(24)	—	—
Amortization of prior service cost	—	—	1	—
Net periodic benefit (income) cost	$ (5)	$ (8)	$ 1	$ —
Contributions to benefit plans	$ (1)	$ (1)	$ —	$ —

	39-Week Period Ended			
	Pension Benefits		Other Postretirement Benefits	
(in millions)	April 27, 2024	April 29, 2023	April 27, 2024	April 29, 2023
Interest cost	$ 55	$ 48	$ —	$ —
Expected return on plan assets	(68)	(71)	—	—
Amortization of prior service cost	—	—	2	1
Net periodic benefit (income) cost	$ (13)	$ (23)	$ 2	$ 1
Contributions to benefit plans	$ (1)	$ (1)	$ —	$ —

Contributions

No minimum pension contributions are required to be made to the SUPERVALU INC. Retirement Plan under the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") in fiscal 2024. The Company expects to contribute approximately $ 1 million to its other defined benefit pension plans and $ 1 million to its postretirement benefit plans in fiscal 2024.

Multiemployer Pension Plans

The Company contributed $ 12 million and $ 13 million in the third quarters of fiscal 2024 and 2023, respectively, and $ 38 million and $ 36 million in fiscal 2024 and 2023 year-to-date, respectively, to multiemployer pension plans, which contributions are included within Operating expenses.

NOTE 12—INCOME TAXES

The effective tax rate for the third quarter of fiscal 2024 was a benefit rate of 23.1 % on pre-tax loss compared to a benefit rate of 14.3 % on pre-tax income for the third quarter of fiscal 2023. The change from the third quarter of fiscal 2023 is primarily driven by the impact of a partnership investment entered into in the third quarter of fiscal 2023, and the reduction in pre-tax income during the third quarter of fiscal 2023.

The effective tax rate for fiscal 2024 year-to-date was a benefit rate of 21.5 % on pre-tax loss compared to an expense rate of 11.8 % on pre-tax income for fiscal 2023 year-to-date. The change from fiscal 2023 year-to-date is primarily driven by the reduction of discrete tax benefits related to employee stock award vestings in the first quarter of fiscal 2024. In addition, the first quarter of fiscal 2023 included a tax benefit from the release of reserves for unrecognized tax positions, while the third quarter of fiscal 2024 included a tax expense for the establishment of reserves for unrecognized tax positions. The primary drivers for the variation between the Company's statutory tax rate and its effective tax rate for fiscal 2024 and fiscal 2023 year-to-date were discrete tax detriments and benefits, respectively, resulting from share award vestings and changes in reserves for unrecognized tax positions.

NOTE 13—EARNINGS PER SHARE

The following is a reconciliation of the basic and diluted number of shares used in computing earnings per share:

	13-Week Period Ended		39-Week Period Ended	
(in millions, except per share data)	April 27, 2024	April 29, 2023	April 27, 2024	April 29, 2023
Basic weighted average shares outstanding	59.4	59.4	59.2	59.3
Net effect of dilutive stock awards based upon the treasury stock method	—	1.0	—	1.7
Diluted weighted average shares outstanding	59.4	60.4	59.2	61.0
Basic (loss) earnings per share [1]	$ (0.34)	$ 0.12	$ (1.26)	$ 1.55
Diluted (loss) earnings per share [1]	$ (0.34)	$ 0.12	$ (1.26)	$ 1.51
Anti-dilutive share-based awards excluded from the calculation of diluted (loss) earnings per share	4.1	0.9	2.1	0.8

(1) (Loss) earnings per share amounts are calculated using actual unrounded figures.

NOTE 14—BUSINESS SEGMENTS

The Company has two reportable segments: Wholesale and Retail. These reportable segments are two distinct businesses, each with a different customer base, marketing strategy and management structure. The Company organizes and operates the Wholesale reportable segment through three U.S geographic regions: East, Central and West, and Canada Wholesale, which is operated separately from the U.S. Wholesale business. The U.S. Wholesale and Canada Wholesale operating segments have similar products and services, customer channels, distribution methods and economic characteristics, and therefore have been aggregated into a single reportable segment. Reportable segments are reviewed on an annual basis, or more frequently if events or circumstances indicate a change in reportable segments has occurred.

The following table provides information by reportable segment, including Net sales, Adjusted EBITDA, with a reconciliation to (Loss) income before income taxes, depreciation and amortization, and payments for capital expenditures:

	13-Week Period Ended		39-Week Period Ended	
(in millions)	**April 27, 2024**	**April 29, 2023**	**April 27, 2024**	**April 29, 2023**
Net sales:				
Wholesale[1]	$ 7,236	$ 7,235	$ 22,004	$ 22,008
Retail	571	598	1,808	1,871
Other	50	56	162	172
Eliminations	(359)	(382)	(1,149)	(1,196)
Total Net sales	$ 7,498	$ 7,507	$ 22,825	$ 22,855
Adjusted EBITDA:				
Wholesale	$ 125	$ 143	$ 360	$ 451
Retail	(3)	18	4	66
Other	7	(1)	14	33
Eliminations	1	(1)	(3)	(3)
Adjustments:				
Net income attributable to noncontrolling interests	1	1	2	5
Net periodic benefit income, excluding service cost	4	8	11	22
Interest expense, net	(37)	(35)	(112)	(109)
Other income, net	1	1	2	2
Depreciation and amortization	(76)	(77)	(228)	(224)
Share-based compensation	(10)	(10)	(26)	(33)
LIFO charge	(6)	(33)	(19)	(83)
Restructuring, acquisition and integration related (expenses) benefits	(9)	4	(17)	(1)
Loss on sale of assets and other asset charges	(13)	(4)	(37)	—
Business transformation costs	(11)	(7)	(40)	(16)
Other adjustments	—	—	(4)	—
(Loss) income before income taxes	$ (26)	$ 7	$ (93)	$ 110
Depreciation and amortization:				
Wholesale	$ 67	$ 66	$ 200	$ 192
Retail	9	9	25	27
Other	—	2	3	5
Total depreciation and amortization	$ 76	$ 77	$ 228	$ 224
Payments for capital expenditures:				
Wholesale	$ 68	$ 64	$ 203	$ 195
Retail	8	3	14	23
Total capital expenditures	$ 76	$ 67	$ 217	$ 218

(1) As presented in Note 3—Revenue Recognition, the Company recorded $ 300 million and $ 319 million for the third quarters of fiscal 2024 and 2023, respectively, and $ 951 million and $ 1,006 million in fiscal 2024 and 2023 year-to-date, respectively, within Net sales in its Wholesale reportable segment attributable to Wholesale to Retail sales that have been eliminated upon consolidation.

Total assets by reportable segment were as follows:

(in millions)	**April 27, 2024**	**July 29, 2023**
Assets:		
Wholesale	$ 6,635	$ 6,405
Retail	616	648
Other	393	377
Eliminations	(59)	(36)
Total assets	$ 7,585	$ 7,394

NOTE 15—COMMITMENTS, CONTINGENCIES AND OFF-BALANCE SHEET ARRANGEMENTS

Guarantees and Contingent Liabilities

The Company has outstanding guarantees related to certain leases, fixture financing loans and other debt obligations of various retailers as of April 27, 2024. These guarantees were generally made to support the business growth of wholesale customers. The guarantees are generally for the entire terms of the leases, fixture financing loans or other debt obligations with remaining terms that range from less than one year to six years , with a weighted average remaining term of approximately four years . For each guarantee issued, if the wholesale customer or other third-party defaults on a payment, the Company would be required to make payments under its guarantee. Generally, the guarantees are secured by indemnification agreements or personal guarantees. The Company reviews performance risk related to its guarantee obligations based on internal measures of credit performance. As of April 27, 2024, the maximum amount of undiscounted payments the Company would be required to make in the event of default of all guarantees was $ 10 million ($ 8 million on a discounted basis). Based on the indemnification agreements, personal guarantees and results of the reviews of performance risk, as of April 27, 2024, a total estimated loss of less than $ 1 million is recorded in the Condensed Consolidated Balance Sheets.

The Company is a party to a variety of contractual agreements under which it may be obligated to indemnify the other party for certain matters in the ordinary course of business, which indemnities may be secured by operation of law or otherwise. These agreements primarily relate to the Company's commercial contracts, service agreements, contracts entered into for the purchase and sale of stock or assets, operating leases and other real estate contracts, financial agreements, agreements to provide services to the Company and agreements to indemnify officers, directors and employees in the performance of their work. While the Company's aggregate indemnification obligations could result in a material liability, the Company is not aware of any matters that are expected to result in a material liability. No amount has been recorded in the Condensed Consolidated Balance Sheets for these contingent obligations as the fair value has been determined to be de minimis.

In connection with Supervalu's sale of New Albertson's, Inc. ("NAI") on March 21, 2013, the Company remains contingently liable with respect to certain self-insurance commitments and other guarantees as a result of parental guarantees issued by Supervalu with respect to the obligations of NAI that were incurred while NAI was Supervalu's subsidiary. Based on the expected settlement of the self-insurance claims that underlie the Company's commitments, the Company believes that such contingent liabilities will continue to decline. Subsequent to the sale of NAI, NAI collateralized most of these obligations with letters of credit and surety bonds to numerous state governmental authorities. Because NAI remains a primary obligor on these self-insurance and other obligations and has collateralized most of the self-insurance obligations for which the Company remains contingently liable, the Company believes that the likelihood that it will be required to assume a material amount of these obligations is remote. Accordingly, no amount has been recorded in the Condensed Consolidated Balance Sheets for these guarantees, as the fair value has been determined to be de minimis.

Agreements with Save-A-Lot and Onex

The Agreement and Plan of Merger pursuant to which Supervalu sold the Save-A-Lot business in 2016 (the "SAL Merger Agreement") contains customary indemnification obligations of each party with respect to breaches of their respective representations, warranties and covenants, and certain other specified matters, on the terms and subject to the limitations set forth in the SAL Merger Agreement. Similarly, Supervalu entered into a Separation Agreement (the "Separation Agreement") with Moran Foods, LLC d/b/a Save-A-Lot ("Moran Foods"), which contains indemnification obligations and covenants related to the separation of the assets and liabilities of the Save-A-Lot business from the Company. The Company also entered into a Services Agreement with Moran Foods (the "Services Agreement"), pursuant to which the Company provided Save-A-Lot with various technical, human resources, finance and other operational services. The Company primarily ceased providing services under the Services Agreement in fiscal 2022. The Services Agreement generally requires each party to indemnify the other party against third-party claims arising out of the performance of or the provision or receipt of services under the Services Agreement. While the Company's aggregate indemnification obligations to Save-A-Lot and Onex, the purchaser of Save-A-Lot, could result in a material liability, the Company is not aware of any matters that are expected to result in a material liability. The Company has recorded the de minimis fair value of the guarantee in the Condensed Consolidated Balance Sheets within Other long-term liabilities.

Other Contractual Commitments

In the ordinary course of business, the Company enters into supply contracts to purchase products for resale and service contracts for fixed asset and information technology systems. These contracts typically include either volume commitments or fixed expiration dates, termination provisions and other standard contractual considerations. As of April 27, 2024, the Company had approximately $ 577 million of non-cancelable future purchase obligations, most of which will be paid and utilized in the ordinary course within one year.

As of April 27, 2024, the Company had commitments of $ 336 million for future undiscounted minimum lease payments on leases signed but not yet commenced with terms of up to 21 years from commencement date. A lease agreement for a facility in Manchester, Pennsylvania entered into in fiscal 2023 commenced in the second quarter of fiscal 2024 resulting in the recognition of a $ 205 million right-of-use asset and operating lease liability in the Condensed Consolidated Balance Sheets.

Legal Proceedings

The Company is one of dozens of companies that have been named in various lawsuits alleging that drug manufacturers, retailers and distributors contributed to the national opioid epidemic. Currently, UNFI, primarily through its subsidiary, Advantage Logistics, is named in approximately 43 suits pending in the United States District Court for the Northern District of Ohio where thousands of cases have been consolidated as Multi-District Litigation ("MDL"). In accordance with the Stock Purchase Agreement dated January 10, 2013, between New Albertson's Inc. ("New Albertson's") and the Company (the "Stock Purchase Agreement"), New Albertson's is defending and indemnifying UNFI in a majority of the cases under a reservation of rights as those cases relate to New Albertson's pharmacies. In one of the MDL cases, MDL No. 2804 filed by The Blackfeet Tribe of the Blackfeet Indian Reservation, all defendants were ordered to Answer the Complaint, which UNFI did on July 26, 2019. To date, no discovery has been conducted against UNFI in any of the actions. On October 7, 2022, the MDL Court issued an order directing the Company and numerous other non-litigating defendants to submit by November 1, 2022, a list of opioid cases where the Company is named and opioid dispensing and distribution data. The Company produced the data in compliance with the order. On March 8, 2023, the Company received a subpoena from the Consumer Protection Division of the Maryland Attorney General's Office seeking records related to the distribution and dispensing of opioids. On May 19, 2023, the Company provided an initial production in response to the subpoena and is waiting for further direction from the Maryland Attorney General on additional documents requested. At an April 24, 2024 status conference, the MDL Court directed that the plaintiffs and non-litigating defendants, which includes the Company, determine whether the cases will be dismissed, litigated or mediated by the next status conference on June 10, 2024. The Company believes these claims are without merit and intends to vigorously defend this matter.

On January 21, 2021, various health plans filed a complaint in Minnesota state court against the Company, Albertson's Companies, LLC ("Albertson's") and Safeway, Inc. alleging the defendants committed fraud by improperly reporting inflated prices for prescription drugs for members of health plans. The Plaintiffs assert six causes of action against the defendants: common law fraud, fraudulent nondisclosure, negligent misrepresentation, unjust enrichment, violation of the Minnesota Uniform Deceptive Trade Practices Act and violation of the Minnesota Prevention of Consumer Fraud Act. The plaintiffs allege that between 2006 and 2016, Supervalu overcharged the health plans by not providing the health plans, as part of usual and customary prices, the benefit of discounts given to customers purchasing prescription medication who requested that Supervalu match competitor prices. Plaintiffs seek an unspecified amount of damages. Similar to the above case, for the majority of the relevant period Supervalu and Albertson's operated as a combined company. In March 2013, Supervalu divested Albertson's and pursuant to the Stock Purchase Agreement, Albertson's is responsible for any claims regarding its pharmacies. On February 19, 2021, Albertson's and Safeway removed the case to Minnesota Federal District Court, and on March 22, 2021, plaintiffs filed a motion to remand to state court. On February 26, 2021, defendants filed a motion to dismiss. The hearing on the remand motion and motions to dismiss occurred on May 20, 2021. On September 21, 2021, the Federal District Court remanded the case to Minnesota state court and did not rule on the motion to dismiss, which was refiled in state court. On February 1, 2022, the state court denied the motion to dismiss. On November 27, 2023, the court held a scheduling conference and thereafter entered a scheduling order setting various discovery and expert deadlines. The trial date is set for July 21, 2025. The Company believes these claims are without merit and is vigorously defending this matter.

UNFI is currently subject to a qui tam action alleging violations of the False Claims Act ("FCA"). In United States ex rel. Schutte and Yarberry v. Supervalu, New Albertson's, Inc., et al, which is pending in the U.S. District Court for the Central District of Illinois, the relators allege that defendants overcharged government healthcare programs by not providing the government, as a part of usual and customary prices, the benefit of discounts given to customers purchasing prescription medication who requested that defendants match competitor prices. The complaint was originally filed under seal and amended on November 30, 2015. The government previously investigated the relators' allegations and declined to intervene. Violations of the FCA are subject to treble damages and penalties of up to a specified dollar amount per false claim. The relators elected to pursue the case on their own and have alleged FCA damages against Supervalu and New Albertson's in excess of $ 100 million, not including trebling and statutory penalties. For the majority of the relevant period Supervalu and New Albertson's operated as a combined company. In March 2013, Supervalu divested New Albertson's (and related assets) pursuant to the Stock Purchase Agreement. Based on the claims that are currently pending and the Stock Purchase Agreement, Supervalu's share of a potential award (at the currently claimed value by the relators) would be approximately $ 2 4 million, not including trebling and statutory penalties. Both sides moved for summary judgment. On August 5, 2019, the Court granted one of the relators' summary judgment motions finding that the defendants' lower matched prices are the usual and customary prices and that Medicare Part D and Medicaid were entitled to those prices. On July 2, 2020, the Court granted the defendants' summary judgment motion and denied the relators' motion, dismissing the case. On July 9, 2020, the relators filed a notice of appeal with the Seventh Circuit Court of Appeals. On August 12, 2021, the Seventh Circuit affirmed the District Court's decision granting summary judgment in defendants' favor. On June 1, 2023, the Supreme Court reversed and vacated the lower court's judgment and remanded the case to the Seventh Circuit for further proceedings. On July 27, 2023, the Seventh Circuit vacated the summary judgment order and remanded the case to the District Court. On August 22, 2023, the District Court set the trial date for April 29, 2024. On October 11, 2023, each of the Company and the relators filed a motion for summary judgment. On February 16, 2024, the defendants filed a motion to reconsider the Court's August 5, 2019 partial grant of summary judgment to the relators and to continue the trial date. On February 27, 2024, the Court granted the defendants' motion for a trial date continuance and vacated the April 29, 2024 trial date. On April 26, 2024, the Court denied the defendants' motion to reconsider the partial grant of summary judgment. On May 20, 2024, the District Court heard oral argument on the pending motions for summary judgment. The trial is now scheduled to begin September 30, 2024.

From time to time, the Company receives notice of claims or potential claims or becomes involved in litigation, alternative dispute resolution, such as arbitration, or other legal and regulatory proceedings that arise in the ordinary course of its business, including investigations and claims regarding employment law, including wage and hour (including class actions); pension plans; labor union disputes, including unfair labor practices, such as claims for back-pay in the context of labor contract negotiations and other matters; supplier, customer and service provider contract terms and claims, including matters related to supplier or customer insolvency or general inability to pay obligations as they become due; product liability claims, including those where the supplier may be insolvent and customers or consumers are seeking recovery against the Company; real estate and environmental matters, including claims in connection with its ownership and lease of a substantial amount of real property, both retail and warehouse properties; and antitrust. Other than as described above, there are no pending material legal proceedings to which the Company is a party or to which its property is subject.

Predicting the outcomes of claims and litigation and estimating related costs and exposures involves substantial uncertainties that could cause actual outcomes, costs and exposures to vary materially from current expectations. Management regularly monitors the Company's exposure to the loss contingencies associated with these matters and may from time to time change its predictions with respect to outcomes and estimates with respect to related costs and exposures. As of April 27, 2024, no material accrued obligations, individually or in the aggregate, have been recorded for these legal proceedings.

Although management believes it has made appropriate assessments of potential and contingent loss in each of these cases based on current facts and circumstances, and application of prevailing legal principles, there can be no assurance that material differences in actual outcomes from management's current assessments, costs and exposures relative to current predictions and estimates, or material changes in such predictions or estimates will not occur. The occurrence of any of the foregoing could have a material adverse effect on the Company's financial condition, results of operations or cash flows.

NOTE 16—SUBSEQUENT EVENTS

On May 1, 2024, the Company entered into an amendment (the "First ABL Amendment") to the ABL Loan Agreement. The First ABL Amendment provides for (i) the creation of a First In, Last Out ("FILO") tranche of incremental loans of $ 130 million under the ABL Loan Agreement (the "ABL FILO Loan") with an Applicable Margin (as defined in the ABL Loan Agreement) equal to SOFR plus 2.50 % per annum (or a base rate plus 1.5 % per annum), (ii) the removal of the obligation of the Canadian Obligors (as defined in the ABL Loan Agreement) to provide credit support for U.S. Revolver Loans (as defined in the ABL Loan Agreement) and (iii) other administrative changes. The ABL FILO Loan is subject to a borrowing base which is based on 5 % of eligible accounts receivable, plus 5 % of eligible credit card receivables, plus 5 % of the net orderly liquidation value of eligible inventory, plus 5 % of the value of eligible pharmacy receivables of each U.S. Obligor (as defined in the ABL Loan Agreement). On May 1, 2024, the $ 130 million of ABL FILO Loan proceeds were used to make a voluntary prepayment on the Term Loan Facility as further described below.

On May 1, 2024, the Company entered into an amendment (the "Fourth Term Loan Amendment") further amending the Term Loan Agreement. The Fourth Term Loan Amendment provides for the refinancing of the existing term loans that resulted in (i) the reduction of the principal amount of the Term Loan Facility to $ 500 million, (ii) the extension of the maturity to May 1, 2031 (but with a springing maturity to (a) the date 91 days prior to the expiration of the Company's distribution contract with Whole Foods Market Distribution, Inc. ("Whole Foods Market") if such agreement shall not have been extended beyond the term of the Term Loan Facility, and (b) 91 days prior to the maturity of the Senior Notes, in the event that at least $ 100 million in principal amount outstanding of such Senior Notes remains outstanding on such date), (iii) a change in the applicable margin over (a) a base rate from 2.25 % to 3.75 % per annum, or (b) a SOFR rate from 3.25 % to 4.75 % per annum, (iv) the appointment of JPMorgan Chase Bank, N.A., as replacement administrative and collateral agent, (v) the addition of UNFI Wholesale, Inc. ("UNFI Wholesale") and UNFI Distribution Company, LLC ("UNFI Distribution") as co-borrowers (the Company, UNFI Wholesale, UNFI Distribution, and Supervalu collectively, the "Term Borrowers"), and (vi) other administrative changes. In conjunction with the Fourth Term Loan Amendment, the Company made a voluntary prepayment of $ 145 million on the Term Loan Facility funded with the $ 130 million of ABL FILO Loan proceeds (described above) and incremental borrowings under the ABL Credit Facility. In connection with the Fourth Term Loan Amendment and prepayment, the Company expects to incur a loss on debt extinguishment of $ 10 million in the fourth quarter of fiscal 2024 related to unamortized debt issuance costs and a loss on unamortized original issue discount.

On May 21, 2024, the Company entered into an amended and restated distribution agreement with Whole Foods Market, which, among other things, extended the term of the agreement from September 27, 2027 to May 20, 2032, and which satisfies the extension requirement in the Term Loan Agreement.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report contains forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Exchange Act, that involve substantial risks and uncertainties. In some cases you can identify these statements by forward-looking words such as "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "plan," "seek," "should," "will" and "would," or similar words. Statements that contain these words and other statements that are forward-looking in nature should be read carefully because they discuss future expectations, contain projections of future results of operations or of financial positions or state other "forward-looking" information.

Forward-looking statements involve inherent uncertainty and may ultimately prove to be incorrect. These statements are based on our management's beliefs and assumptions, which are based on currently available information. These assumptions could prove inaccurate. You are cautioned not to place undue reliance on forward-looking statements. Except as otherwise may be required by law, we undertake no obligation to update or revise forward-looking statements to reflect changed assumptions, the occurrence of unanticipated events or actual operating results. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including, but not limited to:

- our dependence on principal customers;
- the relatively low margins of our business, which are sensitive to inflationary and deflationary pressures and intense competition, including as a result of the continuing consolidation of retailers and the growth of consumer choices for grocery and consumable purchases;
- our ability to realize the anticipated benefits of our transformation initiatives;
- changes in relationships with our suppliers;
- our ability to operate, and rely on third parties to operate, reliable and secure technology systems;
- labor and other workforce shortages and challenges;
- the addition or loss of significant customers or material changes to our relationships with these customers;
- our ability to realize anticipated benefits of our acquisitions;
- our ability to continue to grow sales, including of our higher margin natural and organic foods and non-food products, and to manage that growth;
- our ability to maintain sufficient volume in our wholesale segment to support our operating infrastructure;
- the impact and duration of any pandemics or disease outbreaks;
- our ability to access additional capital;
- increases in healthcare, pension and other costs under our and multiemployer benefit plans;
- the potential for additional asset impairment charges;
- our sensitivity to general economic conditions including inflation, changes in disposable income levels and consumer purchasing habits;
- our ability to timely and successfully deploy our warehouse management system throughout our distribution centers and our transportation management system across the Company and to achieve efficiencies and cost savings from these efforts;
- the potential for disruptions in our supply chain or our distribution capabilities from circumstances beyond our control, including due to lack of long-term contracts, severe weather, labor shortages or work stoppages or otherwise;
- moderated supplier promotional activity, including decreased forward buying opportunities;
- union-organizing activities that could cause labor relations difficulties and increased costs;
- our ability to maintain food quality and safety; and
- volatility in fuel costs.

You should carefully review the risks described under "Risk Factors" included in Part I, Item 1A of our Annual Report on Form 10-K for the year ended July 29, 2023 (the "Annual Report"), as well as any other cautionary language in this Quarterly Report, as the occurrence of any of these events could have an adverse effect, which may be material, on our business, results of operations, financial condition or cash flows.

EXECUTIVE OVERVIEW

This Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the unaudited Condensed Consolidated Financial Statements and notes thereto contained in this Quarterly Report on Form 10-Q, the information contained under the caption "Cautionary Note Regarding Forward-Looking Statements," and the information in the Annual Report.

Business Overview

UNFI is a leading distributor of grocery and non-food products, and support services provider to retailers in the United States and Canada. We believe we are uniquely positioned to provide the broadest array of products and services to customers throughout North America. Our diversified customer base includes over 30,000 customer locations ranging from some of the largest grocers in the country to smaller independents as well. We offer approximately 250,000 products consisting of national, regional and private label brands grouped into the following main product categories: grocery and general merchandise; perishables; frozen foods; wellness and personal care items; and bulk and foodservice products. We believe we are North America's premier grocery wholesaler with 55 distribution centers and warehouses representing approximately 31 million square feet of warehouse space. We are a coast-to-coast distributor with customers in all 50 states as well as all ten provinces in Canada, making us a desirable partner for retailers and consumer product manufacturers. We believe our total product assortment and service offerings are unmatched by our wholesale competitors. We plan to continue to pursue new business opportunities with independent retailers that operate diverse formats, regional and national chains, as well as international customers with wide-ranging needs. Our business is classified into two reportable segments: Wholesale and Retail; and also includes a manufacturing division and a branded product line division.

We are focused on becoming a more effective and efficient business partner to our customers, which we believe will position us for long-term profitable growth. We are finalizing our multi-year strategic plan that we expect will begin in fiscal 2025. We expect our updated strategy to focus on optimizing controllable variables across network optimization, cost management and working capital efficiency as well as the reallocation of resources to enhance value for our stakeholders.

We are also implementing near-term initiatives to help improve profitability while we finalize and implement our revised strategy. These include actioning administrative structure efficiencies, reprioritizing our selling and administrative spending, optimizing our stock-keeping unit ("SKU") assortment as well as reviewing commercial contracts in collaboration with our customers and suppliers.

We expect to continue to use available capital to re-invest in our business and we remain committed to improving our financial leverage and reducing outstanding debt.

We believe we can optimize our performance and profitability through our improvement efforts, which we expect will improve our cost structure, increase sales of products and services, and position us to provide tailored, data-driven solutions to help our customers run their businesses more efficiently and contribute to customer acquisitions. We believe the key drivers for value creation will be improved efficiency through the automation and optimization of our supply chain, as well as new customer growth associated with the benefits of our significant scale, product and service offerings and nationwide footprint.

We have been the primary distributor to Whole Foods Market for more than 20 years. We continue to serve as the primary distributor to Whole Foods Market in all of its regions in the United States pursuant to an amended distribution agreement. On May 21, 2024, we amended and restated our distribution agreement dated October 30, 2015 which, among other things, extended the term of that agreement through May 20, 2032.

Trends and Other Factors Affecting Our Business

Our results are impacted by macroeconomic and demographic trends, changes in the food distribution market structure and changes in consumer behavior. We believe food-at-home expenditures as a percentage of total food expenditures are subject to these trends, including changes in consumer behaviors in response to social and economic trends, such as levels of disposable income and the health of the economy in which our customers and our stores operate.

The U.S. economy has experienced economic volatility in recent years, which has had, and we expect may continue to have, an impact on consumer confidence and behavior. Consumer spending may continue to be impacted by levels of discretionary income and consumers trading down to a less expensive mix of products for grocery items or buying fewer items. In addition, inflation continues to affect our business, and fluctuating commodity and labor input costs may continue to impact the prices of products we procure from manufacturers. We believe our product mix, which ranges from high-quality natural and organic products to national and local conventional brands, including cost conscious private label brands, positions us to serve a broad cross section of North American retailers and end customers, and may lessen the impact of any further shifts in consumer and industry trends in grocery product mix.

We are also impacted by changes in food distribution trends affecting our Wholesale customers, such as direct store deliveries and other methods of distribution. Our Wholesale customers manage their businesses independently and operate in a competitive environment.

Wholesale Distribution Center Network

We evaluate our distribution center network to optimize performance and expect to incur incremental expenses related to any future network realignment, expansion or improvements, including network optimization and automation initiatives. We are working to both minimize these potential future costs and obtain new business to further improve the efficiency of our transforming distribution network.

In the second quarter of fiscal 2024, we began the development of a new distribution center in Manchester, Pennsylvania, which has approximately 1.3 million square feet. We recognized a $205 million right-of-use asset and operating lease liability for this distribution center in fiscal 2024.

Retail Operations

We currently operate 75 retail grocery stores, including 53 Cub Foods corporate stores and 22 Shoppers Food Warehouse stores. In addition, we supply another 26 Cub Foods stores operated by our Wholesale customers through franchise and equity ownership arrangements. We operate 81 pharmacies primarily within the stores we operate and the stores of our franchisees. In addition, we operate 25 “Cub Wine and Spirit” and “Cub Liquor” stores.

We plan to continue to invest in our Retail segment in areas such as customer-facing merchandising initiatives, physical facilities, technology and operational tools. Cub Foods and Shoppers Food Warehouse anticipate continued investment in improving the customer and associate experience through express remodels focused on customer facing elements.

Impact of Product Cost Changes

We experienced a mix of inflation and deflation across product categories during the third quarter of fiscal 2024. In the aggregate across our businesses, including the mix of products, management estimates our businesses experienced product cost inflation of approximately two percent in the third quarter of fiscal 2024 as compared to the third quarter of fiscal 2023. Cost inflation and deflation estimates are based on individual like items sold during the periods being compared. Changes in merchandising, customer buying habits and competitive pressures create inherent difficulties in measuring the impact of inflation and deflation on Net sales and Gross profit. Absent any changes in units sold or the mix of units sold, inflation generally has the effect of increasing sales. Under the last-in, first out (“LIFO”) method of inventory accounting, product cost increases are recognized within Cost of sales based on expected year-end inventory quantities and costs, which generally has the effect of decreasing Gross profit and the carrying value of inventory during periods of inflation.

Our pricing to our customers is determined at the time of sale primarily based on the then prevailing vendor listed base cost, and includes discounts we offer to our customers. Generally, in an inflationary environment as a wholesaler, rising vendor costs result in higher Net sales driven by higher vendor prices when other variables such as quantities sold and vendor promotions are constant. In the third quarter of fiscal 2024, we experienced fewer and less significant vendor product cost increases as compared to the third quarter of fiscal 2023. These decreases negatively impacted our gross profit rate when comparing the third quarter of fiscal 2024 to the third quarter of fiscal 2023.

Composition of Condensed Consolidated Statements of Operations and Business Performance Assessment

Net Sales

Our Net sales consist primarily of product sales of natural, organic, specialty, produce, and conventional grocery and non-food products, adjusted for customer volume discounts, vendor incentives when applicable, returns and allowances, and professional services revenue. Net sales also include amounts charged by us to customers for shipping and handling and fuel surcharges.

Cost of Sales and Gross Profit

The principal components of our Cost of sales include the amounts paid to suppliers for product sold, plus transportation costs necessary to bring the product to, or move product between, our distribution centers and retail stores, partially offset by consideration received from suppliers in connection with the purchase or promotion of the suppliers' products.

Operating Expenses

Operating expenses include distribution expenses of warehousing, delivery, purchasing, receiving, selecting, and outbound transportation expenses, and selling and administrative expenses. These expenses include salaries and wages, employee benefits, occupancy, insurance, depreciation and amortization expense and share-based compensation expense.

Restructuring, Acquisition and Integration Related Expenses (Benefits)

Restructuring, acquisition and integration related expenses (benefits) reflect expenses resulting from restructuring activities, including severance costs, share-based compensation acceleration charges and acquisition and integration related expenses. Integration related expenses include certain professional consulting expenses and incremental expenses related to combining facilities required to optimize our distribution network as a result of acquisitions.

Loss on Sale of Assets and Other Asset Charges

Loss on sale of assets and other asset charges primarily includes losses (gains) on sales of assets, losses on sales of financial assets, and asset impairments.

Net Periodic Benefit Income, Excluding Service Cost

Net periodic benefit income, excluding service cost reflects the recognition of expected returns on benefit plan assets and interest costs on plan liabilities.

Interest Expense, Net

Interest expense, net includes primarily interest expense on long-term debt, net of capitalized interest, loss on debt extinguishment, interest expense on finance lease obligations, amortization of financing costs and discounts, and interest income.

Adjusted EBITDA

Our Condensed Consolidated Financial Statements are prepared and presented in accordance with generally accepted accounting principles in the United States ("GAAP"). In addition to the GAAP results, we consider certain non-GAAP financial measures to assess the performance of our business and understand underlying operating performance and core business trends, which we use to facilitate operating performance comparisons of our business on a consistent basis over time. Adjusted EBITDA is provided as a supplement to our results of operations and related analysis, and should not be considered superior to, a substitute for or an alternative to, any financial measure of performance prepared and presented in accordance with GAAP. Adjusted EBITDA excludes certain items because they are non-cash items or items that do not reflect management's assessment of ongoing business performance.

We believe Adjusted EBITDA is useful because it provides additional information regarding factors and trends affecting our business, which are used in the business planning process to understand expected operating performance, to evaluate results against those expectations, and because of its importance as a measure of underlying operating performance, as the primary compensation performance measure under certain compensation programs and plans. We believe Adjusted EBITDA is reflective of factors that affect our underlying operating performance and facilitate operating performance comparisons of our business on a consistent basis over time. Investors are cautioned that there are material limitations associated with the use of non-GAAP financial measures as an analytical tool. Certain adjustments to our GAAP financial measures reflected below exclude items that may be considered recurring in nature and may be reflected in our financial results for the foreseeable future. These measurements and items may be different from non-GAAP financial measures used by other companies. Adjusted EBITDA should be reviewed in conjunction with our results reported in accordance with GAAP in this Quarterly Report on Form 10-Q.

There are significant limitations to using Adjusted EBITDA as a financial measure including, but not limited to, it not reflecting the cost of cash expenditures for capital assets or certain other contractual commitments, finance lease obligation and debt service expenses, income taxes and any impacts from changes in working capital.

We define Adjusted EBITDA as a consolidated measure which we reconcile by adding Net (loss) income including noncontrolling interests, less Net income attributable to noncontrolling interests, plus Non-operating income and expenses, including Net periodic benefit income, excluding service cost, Interest expense, net and Other (income) expense, net, plus (Benefit) provision for income taxes and Depreciation and amortization all calculated in accordance with GAAP, plus adjustments for Share-based compensation, non-cash LIFO charge or benefit, Restructuring, acquisition and integration related expenses, Goodwill impairment charges, Loss (gain) on sale of assets and other asset charges, certain legal charges and gains, and certain other non-cash charges or other items, as determined by management. The changes to the definition of Adjusted EBITDA in the fourth quarter of fiscal 2023 from prior periods reflect changes to line item references in our Consolidated Financial Statements, which do not impact the calculation of Adjusted EBITDA.

Assessment of Our Business Results

The following table sets forth a summary of our results of operations and Adjusted EBITDA for the periods indicated.

	13-Week Period Ended			39-Week Period Ended		
(in millions)	**April 27, 2024**	**April 29, 2023**	**Change**	**April 27, 2024**	**April 29, 2023**	**Change**
Net sales	$ 7,498	$ 7,507	$ (9)	$ 22,825	$ 22,855	$ (30)
Cost of sales	6,478	6,507	(29)	19,740	19,690	50
Gross profit	1,020	1,000	20	3,085	3,165	(80)
Operating expenses	992	967	25	3,025	2,969	56
Restructuring, acquisition and integration related expenses (benefits)	9	(4)	13	17	1	16
Loss on sale of assets and other asset charges	13	4	9	37	—	37
Operating income	6	33	(27)	6	195	(189)
Net periodic benefit income, excluding service cost	(4)	(8)	4	(11)	(22)	11
Interest expense, net	37	35	2	112	109	3
Other income, net	(1)	(1)	—	(2)	(2)	—
(Loss) income before income taxes	(26)	7	(33)	(93)	110	(203)
(Benefit) provision for income taxes	(6)	(1)	(5)	(20)	13	(33)
Net (loss) income including noncontrolling interests	(20)	8	(28)	(73)	97	(170)
Less net income attributable to noncontrolling interests	(1)	(1)	—	(2)	(5)	3
Net (loss) income attributable to United Natural Foods, Inc.	$ (21)	$ 7	$ (28)	$ (75)	$ 92	$ (167)
Adjusted EBITDA	$ 130	$ 159	$ (29)	$ 375	$ 547	$ (172)

The following table reconciles Net (loss) income including noncontrolling interests to Adjusted EBITDA:

	13-Week Period Ended		39-Week Period Ended	
(in millions)	April 27, 2024	April 29, 2023	April 27, 2024	April 29, 2023
Net (loss) income including noncontrolling interests	$ (20)	$ 8	$ (73)	$ 97
Adjustments to net (loss) income including noncontrolling interests:				
Less net income attributable to noncontrolling interests	(1)	(1)	(2)	(5)
Net periodic benefit income, excluding service cost	(4)	(8)	(11)	(22)
Interest expense, net	37	35	112	109
Other income, net	(1)	(1)	(2)	(2)
(Benefit) provision for income taxes	(6)	(1)	(20)	13
Depreciation and amortization	76	77	228	224
Share-based compensation	10	10	26	33
LIFO charge	6	33	19	83
Restructuring, acquisition and integration related expenses (benefits)	9	(4)	17	1
Loss on sale of assets and other asset charges [(1)]	13	4	37	—
Business transformation costs [(2)]	11	7	40	16
Other adjustments [(3)]	—	—	4	—
Adjusted EBITDA	$ 130	$ 159	$ 375	$ 547

(1) Fiscal 2024 primarily includes a $21 million non-cash asset impairment charge related to one of our corporate-owned office locations in the first quarter of fiscal 2024 and a $7 million non-cash asset impairment charge related to the decision to close certain retail store locations in the third quarter of fiscal 2024.

(2) Reflects costs associated with business transformation initiatives, primarily including third-party consulting costs and licensing costs, and third-party professional service fees related to the board-led financial review in the third quarter of fiscal 2024, all of which are included within Operating expenses in the Condensed Consolidated Statements of Operations.

(3) Primarily reflects third-party professional service fees related to shareholder negotiations in the first quarter of fiscal 2024.

RESULTS OF OPERATIONS

Net Sales

Our Net sales by customer channel was as follows (in millions except percentages):

	13-Week Period Ended		Increase (Decrease)		39-Week Period Ended		Increase (Decrease)	
Customer Channel[(1)]	April 27, 2024	April 29, 2023	$	%	April 27, 2024	April 29, 2023	$	%
Chains	$ 3,092	$ 3,129	$ (37)	(1.2)%	$ 9,542	$ 9,675	$ (133)	(1.4)%
Independent retailers	1,816	1,875	(59)	(3.1)%	5,622	5,802	(180)	(3.1)%
Supernatural	1,734	1,647	87	5.3 %	5,097	4,819	278	5.8 %
Retail	571	598	(27)	(4.5)%	1,808	1,871	(63)	(3.4)%
Other	644	640	4	0.6 %	1,905	1,884	21	1.1 %
Eliminations	(359)	(382)	23	(6.0)%	(1,149)	(1,196)	47	(3.9)%
Total net sales	$ 7,498	$ 7,507	$ (9)	(0.1)%	$ 22,825	$ 22,855	$ (30)	(0.1)%

(1) Refer to Note 3—Revenue Recognition in Part 1, Item 1 of this Quarterly Report on Form 10-Q for our channel definitions and additional information.

Third Quarter

Our Net sales for the third quarter of fiscal 2024 decreased approximately 0.1% from the third quarter of fiscal 2023. The decrease in Net sales was primarily driven by a decline in unit volumes, which was offset by inflation and new business with existing customers.

Retail Net sales decreased primarily due to a 4.0% decrease in identical store sales from lower volume.

Year-to-Date

Our Net sales for fiscal 2024 year-to-date decreased approximately 0.1% from fiscal 2023 year-to-date. The decrease in Net sales was primarily driven by a decline in unit volumes, which was offset by inflation and new business with existing customers.

Retail Net sales decreased primarily due to a 4.0% decrease in identical store sales from lower volume.

Cost of Sales and Gross Profit

Our Gross profit increased $20 million, or 2.0%, to $1,020 million for the third quarter of fiscal 2024, from $1,000 million for the third quarter of fiscal 2023. Our Gross profit as a percentage of Net sales increased to 13.6% for the third quarter of fiscal 2024 compared to 13.3% for the third quarter of fiscal 2023. The LIFO charge was $6 million and $33 million in the third quarters of fiscal 2024 and 2023, respectively. Excluding the non-cash LIFO charge, gross profit rate was 13.7% of Net sales and 13.8% of Net sales for the third quarter of fiscal 2024 and 2023, respectively. The decrease in gross profit rate, excluding the LIFO charge, was primarily driven by lower levels of procurement gains resulting from decelerating inflation and a lower retail gross profit rate, which were nearly offset by the benefit of lower shrink expense.

Our Gross profit decreased $80 million, or 2.5%, to $3,085 million for fiscal 2024 year-to-date, from $3,165 million for fiscal 2023 year-to-date. Our Gross profit as a percentage of Net sales decreased to 13.5% for fiscal 2024 year-to-date compared to 13.8% for fiscal 2023 year-to-date. The LIFO charge was $19 million and $83 million for fiscal 2024 and 2023 year-to-date, respectively. Excluding the non-cash LIFO charge, gross profit rate was 13.6% of Net sales and 14.2% of Net sales for fiscal 2024 and fiscal 2023 year-to-date, respectively. The decrease in gross profit rate, excluding the LIFO charge, was primarily driven by lower levels of procurement gains resulting from decelerating inflation and a lower retail gross profit rate, which were partially offset by the benefit of lower shrink expense.

Operating Expenses

Operating expenses increased $25 million, or 2.6%, to $992 million, or 13.2% of Net sales, for the third quarter of fiscal 2024 compared to $967 million, or 12.9% of Net sales, for the third quarter of fiscal 2023. The increase in Operating expenses as a percentage of Net sales was primarily driven by a $33 million increase in incentive compensation due to $13 million in expense in the third quarter of fiscal 2024, compared to a $20 million benefit in the third quarter of fiscal 2023 resulting from the reversal of previously accrued incentive compensation expense driven by underperformance in fiscal 2023. This increase was partially offset by lower transportation costs and other operational supply chain efficiencies.

Operating expenses increased $56 million, or 1.9%, to $3,025 million, or 13.3% of Net sales, for fiscal 2024 year-to-date compared to $2,969 million, or 13.0% of Net sales, for fiscal 2023 year-to-date. The increase in Operating expenses as a percentage of Net sales was primarily driven by approximately $40 million higher incentive compensation expense in fiscal 2024 year-to-date and incremental transformation costs, which were partially offset by lower transportation costs and other operational supply chain efficiencies.

Restructuring, Acquisition and Integration Related Expenses (Benefits)

Restructuring, acquisition and integration related expenses were $9 million for the third quarter of fiscal 2024, compared to a benefit of $4 million for the third quarter of fiscal 2023. The third quarter of fiscal 2024 primarily includes costs associated with certain employee severance.

Restructuring, acquisition and integration related expenses increased $16 million to $17 million for fiscal 2024 year-to-date, from $1 million for fiscal 2023 year-to-date primarily driven by costs associated with certain employee severance in fiscal 2024 year-to-date.

Loss on Sale of Assets and Other Asset Charges

Loss on sale of assets and other asset charges increased $9 million to $13 million for the third quarter of fiscal 2024, from $4 million for the third quarter of fiscal 2023, primarily driven by a $7 million asset impairment charge related to the decision to close certain retail store locations during the third quarter of fiscal 2024.

Loss on sale of assets and other asset charges increased $37 million to $37 million for fiscal 2024 year-to-date, from $0 million for fiscal 2023 year-to-date. Fiscal 2024 year-to-date primarily includes $28 million in asset impairment charges related to one of our corporate-owned office locations and certain retail store locations. Fiscal 2024 year-to-date also includes higher losses on the sales of receivables under the accounts receivable monetization program, which was entered into early in the second quarter of fiscal 2023.

Operating Income

Reflecting the factors described above, Operating income decreased $27 million to $6 million for the third quarter of fiscal 2024, compared to $33 million for the third quarter of fiscal 2023. The decrease in Operating income was primarily driven by an increase in Operating expenses and Restructuring, acquisition and integration related expenses in the third quarter of fiscal 2024, partially offset by an increase in Gross profit, each as described above.

Reflecting the factors described above, Operating income decreased $189 million to $6 million for fiscal 2024 year-to-date, compared to operating income of $195 million for fiscal 2023 year-to-date. The decrease in Operating income was primarily driven by a decrease in Gross profit, an increase in Operating expenses, a loss on sale of assets and other asset charges in fiscal 2024 year-to-date that did not occur in fiscal 2023 year-to-date, and higher Restructuring, acquisition and integration related expenses, each as described above.

Interest Expense, Net

	13-Week Period Ended		39-Week Period Ended	
(in millions)	**April 27, 2024**	**April 29, 2023**	**April 27, 2024**	**April 29, 2023**
Interest expense on long-term debt, net of capitalized interest	$ 35	$ 33	$ 105	$ 98
Interest expense on finance lease obligations	1	1	2	2
Amortization of financing costs and discounts	2	2	7	7
Loss on debt extinguishment	—	—	—	3
Interest income	(1)	(1)	(2)	(1)
Interest expense, net	$ 37	$ 35	$ 112	$ 109

The increase in interest expense, net, in the third quarter of fiscal 2024 compared to the third quarter of fiscal 2023 was primarily driven by higher average interest rates.

The increase in interest expense, net, in fiscal 2024 year-to-date compared to fiscal 2023 year-to-date was primarily driven by higher average interest rates, partially offset by lower loss on debt extinguishment.

(Benefit) Provision for Income Taxes

The effective tax rate for the third quarter of fiscal 2024 was a benefit rate of 23.1% on pre-tax loss compared to a benefit rate of 14.3% on pre-tax income for the third quarter of fiscal 2023. The change from the third quarter of fiscal 2023 is primarily driven by the impact of a partnership investment entered into in the third quarter of fiscal 2023, and the reduction in pre-tax income during the third quarter of fiscal 2023.

The effective tax rate for fiscal 2024 year-to-date was a benefit rate of 21.5% on pre-tax loss compared to an expense rate of 11.8% on pre-tax income for fiscal 2023 year-to-date. The change from fiscal 2023 year-to-date is primarily driven by the reduction of discrete tax benefits related to employee stock award vestings in the first quarter of fiscal 2024. In addition, the first quarter of fiscal 2023 included a tax benefit from the release of reserves for unrecognized tax positions, while the third quarter of fiscal 2024 included a tax expense for the establishment of reserves for unrecognized tax positions.

Net (Loss) Income Attributable to United Natural Foods, Inc.

Reflecting the factors described in more detail above, Net loss attributable to United Natural Foods, Inc. was $21 million, or $0.34 per diluted common share, for the third quarter of fiscal 2024, compared to Net income attributable to United Natural Foods, Inc. of $7 million, or $0.12 per diluted common share, for the third quarter of fiscal 2023.

Reflecting the factors described in more detail above, Net loss attributable to United Natural Foods, Inc. was $75 million, or $1.26 per diluted common share, for fiscal 2024 year-to-date, compared to Net income attributable to United Natural Foods, Inc. of $92 million, or $1.51 per diluted common share, for fiscal 2023 year-to-date.

Segment Results of Operations

In evaluating financial performance in each business segment, management primarily uses Net sales and Adjusted EBITDA of its business segments as discussed and reconciled within Note 14—Business Segments within Part I, Item 1 of this Quarterly Report on Form 10-Q and the above table within the Executive Overview section. The following tables set forth Net sales and Adjusted EBITDA by segment for the periods indicated.

	13-Week Period Ended			39-Week Period Ended		
(in millions)	**April 27, 2024**	**April 29, 2023**	**Change**	**April 27, 2024**	**April 29, 2023**	**Change**
Net sales:						
Wholesale	$ 7,236	$ 7,235	$ 1	$ 22,004	$ 22,008	$ (4)
Retail	571	598	(27)	1,808	1,871	(63)
Other	50	56	(6)	162	172	(10)
Eliminations	(359)	(382)	23	(1,149)	(1,196)	47
Total Net sales	$ 7,498	$ 7,507	$ (9)	$ 22,825	$ 22,855	$ (30)
Adjusted EBITDA:						
Wholesale	$ 125	$ 143	$ (18)	$ 360	$ 451	$ (91)
Retail	(3)	18	(21)	4	66	(62)
Other	7	(1)	8	14	33	(19)
Eliminations	1	(1)	2	(3)	(3)	—
Total Adjusted EBITDA	$ 130	$ 159	$ (29)	$ 375	$ 547	$ (172)

Net Sales

Third Quarter

Wholesale's Net sales increased in the third quarter of fiscal 2024 as compared to the third quarter of fiscal 2023 primarily due to inflation and new business with existing customers, which was offset by a decline in unit volumes, as discussed in Results of Operations - Net Sales section above.

Retail's Net sales decreased in the third quarter of fiscal 2024 as compared to the third quarter of fiscal 2023 primarily due to a 4.0% decrease in identical store sales from lower volume.

Lower eliminations of Net sales in the third quarter of fiscal 2024 as compared to the third quarter of fiscal 2023 were primarily due to a decrease in Wholesale to Retail sales, which are eliminated upon consolidation.

Year-to-Date

Wholesale's Net sales decreased for fiscal 2024 year-to-date as compared to fiscal 2023 year-to-date primarily due to a decline in unit volumes, which was offset by inflation and new business with existing customers, as discussed in Results of Operations - Net Sales section above.

Retail's Net sales decreased for fiscal 2024 year-to-date as compared to fiscal 2023 year-to-date primarily due to a 4.0% decrease in identical store sales from lower volume.

Lower eliminations of Net sales for fiscal 2024 year-to-date as compared to fiscal 2023 year-to-date were primarily due to a decrease in Wholesale to Retail sales, which are eliminated upon consolidation.

Adjusted EBITDA

Third Quarter

Wholesale's Adjusted EBITDA decreased 12.6% for the third quarter of fiscal 2024 as compared to the third quarter of fiscal 2023. The decrease was driven by an increase in operating expenses, partially offset by gross profit growth excluding the LIFO charge. Wholesale's Gross profit excluding the LIFO charge for the third quarter of fiscal 2024 increased $9 million and gross profit rate increased approximately 12 basis points driven primarily by lower shrink expense, which was partially offset by lower levels of procurement gains resulting from decelerating inflation. Wholesale's Operating expense increased $27 million, which excludes depreciation and amortization, share-based compensation and other adjustments as outlined in Note 14—Business Segments. Wholesale's operating expense rate increased 37 basis points primarily due to $8 million of incentive compensation expense recorded in the third quarter of fiscal 2024, compared to a benefit of approximately $23 million in the third quarter of fiscal 2023 resulting from the reversal of previously accrued incentive compensation expense driven by underperformance in fiscal 2023. This increase was partially offset by lower transportation costs and other operational supply chain efficiencies. Wholesale's depreciation and amortization expense increased $1 million in the third quarter of fiscal 2024 as compared to the third quarter of fiscal 2023.

Retail's Adjusted EBITDA decreased $21 million for the third quarter of fiscal 2024 as compared to the third quarter of fiscal 2023. The decrease was driven by a decline in gross profit due to margin rate investments intended to drive traffic and lower sales volume, and an increase in operating expenses primarily due to incentive compensation expense in the third quarter of fiscal 2024, compared to a benefit in the third quarter of fiscal 2023 resulting from the reversal of previously accrued incentive compensation expense driven by underperformance in fiscal 2023. Retail's Adjusted EBITDA excludes depreciation and amortization, share-based compensation, LIFO charge and other adjustments as outlined in Note 14—Business Segments. Retail's depreciation and amortization expense was flat compared to the third quarter of fiscal 2023.

Other Adjusted EBITDA increased $8 million in the third quarter of fiscal 2024 as compared to the third quarter of fiscal 2023 primarily due to changes in incentive compensation.

Year-to-Date

Wholesale's Adjusted EBITDA decreased 20.2% for fiscal 2024 year-to-date as compared to fiscal 2023 year-to-date. The decrease was driven by a decline in gross profit excluding the LIFO charge and an increase in operating expenses. Wholesale's Gross profit excluding the LIFO charge for fiscal 2024 year-to-date decreased $83 million and gross profit rate decreased approximately 37 basis points driven by lower levels of procurement gains resulting from decelerating inflation, partially offset by lower shrink expense. Wholesale's Operating expense increased $8 million, which excludes depreciation and amortization, share-based compensation and other adjustments as outlined in Note 14—Business Segments. Wholesale's operating expense rate increased 4 basis points primarily driven by higher incentive compensation expense, offset by lower transportation costs and other operational supply chain efficiencies. Wholesale's depreciation and amortization expense increased $8 million for fiscal 2024 year-to-date as compared to fiscal 2023 year-to-date.

Retail's Adjusted EBITDA decreased 93.9% for fiscal 2024 year-to-date as compared to fiscal 2023 year-to-date. The decrease was driven by a decline in gross profit due to margin rate investments intended to drive traffic and lower sales volume, and higher operating expenses. Retail's Adjusted EBITDA excludes depreciation and amortization, share-based compensation, LIFO charge and other adjustments as outlined in Note 14—Business Segments. Retail's depreciation and amortization expense decreased $2 million for fiscal 2024 year-to-date as compared to fiscal 2023 year-to-date.

Other Adjusted EBITDA decreased $19 million for fiscal 2024 year-to-date as compared to fiscal 2023 year-to-date primarily due to an increase in operating expenses.

LIQUIDITY AND CAPITAL RESOURCES

Highlights

- Total liquidity as of April 27, 2024 was $1,264 million and consisted of the following:
  - $1,225 million of unused credit under our $2,600 million asset-based revolving credit facility (the "ABL Credit Facility") as of April 27, 2024, which decreased $255 million from $1,480 million as of July 29, 2023, primarily due to increased cash utilized to fund working capital increases; and
  - $39 million of cash and cash equivalents as of April 27, 2024, which increased $2 million from $37 million as of July 29, 2023.
- Total debt increased $188 million to $2,151 million as of April 27, 2024 from $1,963 million as of July 29, 2023, primarily related to additional net borrowings under the ABL Credit Facility to fund payments for capital expenditures and investments, partially offset by net cash flow from operating activities.
- Working capital increased $135 million to $1,193 million as of April 27, 2024 from $1,058 million as of July 29, 2023, primarily due to a decrease in accounts payable combined with an increase in accounts receivable levels, which were partially offset by a decrease in inventory levels.
- In May 2024, we entered into an amendment to the ABL Loan Agreement to execute on a First In, Last Out ("FILO") incremental loan tranche and used the $130 million in proceeds from the amendment to fund a $145 million voluntary prepayment on the Term Loan Facility.
- Concurrent with the voluntary prepayment on the Term Loan Facility, we amended the Term Loan Agreement to reduce the principal amount of the Term Loan Facility to $500 million and extend the maturity to May 2031.

Sources and Uses of Cash

We expect to continue to replenish operating assets and pay down debt obligations with internally generated funds. A significant reduction in operating earnings or the incurrence of operating losses could have a negative impact on our operating cash flow, which may limit our ability to pay down our outstanding indebtedness as planned. Our credit facilities are secured by a substantial portion of our total assets. We expect to be able to fund debt maturities and finance lease liabilities through fiscal 2024 with internally generated funds and borrowings under the ABL Credit Facility.

Our primary sources of liquidity are from internally generated funds and from borrowing capacity under the ABL Credit Facility. We believe our short-term and long-term financing abilities are adequate as a supplement to internally generated cash flows to satisfy debt obligations and fund capital expenditures as opportunities arise. Our continued access to short-term and long-term financing through credit markets depends on numerous factors, including the condition of the credit markets and our results of operations, cash flows, financial position and credit ratings.

Primary uses of cash include debt service, capital expenditures, working capital maintenance, investments in cloud technologies and income tax payments. We typically finance working capital needs with cash provided from operating activities and short-term borrowings. Inventories are managed primarily through demand forecasting and replenishing depleted inventories.

We currently do not pay a dividend on our common stock. In addition, we are limited in the aggregate amount of dividends that we may pay under the terms of our Term Loan Facility, ABL Credit Facility and our $500 million of unsecured 6.750% senior notes due October 15, 2028 (the "Senior Notes"). Subject to certain limitations contained in our debt agreements and as market conditions warrant, we may from time to time refinance indebtedness that we have incurred, including through the incurrence or repayment of loans under existing or new credit facilities or the issuance or repayment of debt securities. Proceeds from the sale of any properties mortgaged and encumbered under our Term Loan Facility are required to be used to make additional Term Loan Facility payments or to be reinvested in the business.

Long-Term Debt

During fiscal 2024 year-to-date, we borrowed a net $214 million under the ABL Credit Facility and made voluntary prepayments on the Term Loan Facility totaling $25 million. Refer to Note 8—Long-Term Debt in Part I, Item 1 of this Quarterly Report on Form 10-Q for a detailed discussion of the provisions of our credit facilities and certain long-term debt agreements and additional information.

Our Term Loan Agreement and Senior Notes do not include any financial maintenance covenants. Our ABL Loan Agreement subjects us to a fixed charge coverage ratio of at least 1.0 to 1.0 calculated at the end of each of our fiscal quarters on a rolling four quarter basis, if the adjusted aggregate availability is ever less than the greater of (i) $210 million and (ii) 10% of the aggregate borrowing base. We have not been subject to the fixed charge coverage ratio covenant under the ABL Loan Agreement, including through the filing date of this Quarterly Report on Form 10-Q. The Term Loan Agreement, Senior Notes and ABL Loan Agreement contain certain operational and informational covenants customary for debt securities of these types that limit our and our restricted subsidiaries' ability to, among other things, incur debt, declare or pay dividends or make other distributions to our stockholders, transfer or sell assets, create liens on our assets, engage in transactions with affiliates, and merge, consolidate or sell all or substantially all of our and our subsidiaries' assets on a consolidated basis. We were in compliance with all such covenants for all periods presented. If we fail to comply with any of these covenants, we may be in default under the applicable debt agreement, and all amounts due thereunder may become immediately due and payable.

Subsequent to the end of the third quarter of fiscal 2024, on May 1, 2024, the Company entered into an amendment to the ABL Loan Agreement (the "First ABL Amendment") to execute on a FILO tranche of incremental loans under the ABL Loan Agreement. The First ABL Amendment provides for the creation of a FILO tranche of $130 million (the "ABL FILO Loan") with an applicable margin equal to SOFR plus 2.50% per annum (or a base rate plus 1.5% per annum). The ABL FILO Loan is subject to a borrowing base which is based on 5% of eligible accounts receivable, plus 5% of eligible credit card receivables, plus 5% of the net orderly liquidation value of eligible inventory, plus 5% of the value of eligible pharmacy receivables of each U.S. Obligor. Also on May 1, 2024, the Company entered into the Fourth Term Loan Amendment, which provides for the reduction of the principal amount of the Term Loan Facility to $500 million, the extension of the maturity to May 1, 2031, subject to certain springing maturity conditions, and a change in the applicable margin over a base rate from 2.25% to 3.75% per annum, or over a SOFR rate from 3.25% to 4.75% per annum. In conjunction with the First ABL Amendment and the Fourth Term Loan Amendment, the Company made a voluntary prepayment of $145 million on the Term Loan Facility funded with the $130 million of ABL FILO Loan proceeds and incremental borrowings under the ABL Credit Facility. Refer to Note 16—Subsequent Events in Part I, Item 1 of this Quarterly Report on Form 10-Q for additional information.

Derivatives and Hedging Activity

We enter into interest rate swap contracts from time to time to mitigate our exposure to changes in market interest rates as part of our strategy to manage our debt portfolio to achieve an overall desired position of notional debt amounts subject to fixed and floating interest rates. Interest rate swap contracts are entered into for periods consistent with related underlying exposures and do not constitute positions independent of those exposures.

As of April 27, 2024, we had an aggregate of $650 million of floating rate notional debt subject to active interest rate swap contracts, which effectively fix the SOFR component of our floating interest payments through pay fixed and receive floating interest rate swap agreements. These fixed rates range from 2.403% to 3.777%, with maturities between October 2024 and June 2027. The fair values of these interest rate derivatives represent a total net asset of $16 million as of April 27, 2024, and are subject to volatility based on changes in market interest rates.

From time to time, we enter into fixed price fuel supply agreements and foreign currency hedges. As of April 27, 2024, we had fixed price fuel contracts and foreign currency forward agreements outstanding. Gains and losses and the outstanding assets and liabilities from these arrangements are insignificant.

Payments for Capital Expenditures and Cloud Technology Implementation Expenditures

Our capital expenditures for fiscal 2024 year-to-date were $217 million compared to $218 million for fiscal 2023 year-to-date, a decrease of $1 million. Our capital spending for fiscal 2024 and 2023 year-to-date principally included supply chain and information technology expenditures, including investments in growth initiatives and maintenance expenditures. Cloud technology implementation expenditures, which are included in operating activities in the Condensed Consolidated Statements of Cash Flows, were $28 million for fiscal 2024 year-to-date compared to $9 million for fiscal 2023 year-to-date.

Fiscal 2024 capital and cloud implementation spending is expected to be approximately $370 million and include projects that automate, optimize and expand our distribution network, as well as our technology platform investments. The components of capital and cloud implementation expenditures for fiscal 2024 will be primarily dependent on the nature of certain contracts to be executed. We expect to finance fiscal 2024 capital and cloud implementation expenditures requirements with cash generated from operations and borrowings under our ABL Credit Facility. Future investments may be financed through long-term debt or borrowings under our ABL Credit Facility and cash from operations.

Cash Flow Information

The following summarizes our Condensed Consolidated Statements of Cash Flows:

	39-Week Period Ended		
(in millions)	**April 27, 2024**	**April 29, 2023**	**Change**
Net cash provided by operating activities	$ 54	$ 402	$ (348)
Net cash used in investing activities	(226)	(211)	(15)
Net cash provided by (used in) financing activities	174	(197)	371
Net increase (decrease) in cash and cash equivalents	2	(6)	8
Cash and cash equivalents, at beginning of period	37	44	(7)
Cash and cash equivalents, at end of period	$ 39	$ 38	$ 1

The decrease in net cash provided by operating activities in fiscal 2024 year-to-date compared to fiscal 2023 year-to-date was primarily due to lower proceeds received from the monetization of certain receivables compared to fiscal 2023 year-to-date and lower cash generated from net income in fiscal 2024 year-to-date.

The increase in net cash used in investing activities in fiscal 2024 year-to-date compared to fiscal 2023 year-to-date was primarily due to increased payments for investments in fiscal 2024 year-to-date.

The increase in net cash provided by financing activities in fiscal 2024 year-to-date compared to fiscal 2023 year-to-date was primarily due to an increase in net borrowings under the revolving credit line resulting from decreases in net cash provided by operating activities and increases in net cash used in investing activities, as described above.

Other Obligations and Commitments

Our principal contractual obligations and commitments consist of obligations under our long-term debt, interest on long-term debt, operating and finance leases, purchase obligations, self-insurance liabilities and multiemployer plan withdrawal liabilities.

Except as otherwise disclosed in Note 15—Commitments, Contingencies and Off-Balance Sheet Arrangements, Note 8—Long-Term Debt and Note 16—Subsequent Events there have been no material changes in our contractual obligations since the end of fiscal 2023. Refer to Item 7 of the Annual Report for additional information regarding our contractual obligations.

Pension and Other Postretirement Benefit Obligations

In fiscal 2024, no minimum pension contributions are required to be made to the SUPERVALU INC. Retirement Plan under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). An insignificant amount of contributions are expected to be made to defined benefit pension plans and postretirement benefit plans in fiscal 2024. We fund our defined benefit pension plan based on the minimum contribution required under ERISA, the Pension Protection Act of 2006 and other applicable laws and additional contributions made at our discretion. We may accelerate contributions or undertake contributions in excess of the minimum requirements from time to time subject to the availability of cash in excess of operating and financing needs or other factors as may be applicable. We assess the relative attractiveness of the use of cash to accelerate contributions considering such factors as expected return on assets, discount rates, cost of debt, reducing or eliminating required Pension Benefit Guaranty Corporation variable rate premiums or in order to achieve exemption from participant notices of underfunding.

Off-Balance Sheet Multiemployer Pension Arrangements

We contribute to various multiemployer pension plans under collective bargaining agreements, primarily defined benefit pension plans. These multiemployer plans generally provide retirement benefits to participants based on their service to contributing employers. The benefits are paid from assets held in trust for that purpose. Plan trustees typically are responsible for determining the level of benefits to be provided to participants as well as the investment of the assets and plan administration. Trustees are appointed in equal number by employers and unions that are parties to the relevant collective bargaining agreements. Based on the assessment of the most recent information available from the multiemployer plans, we believe that most of the plans to which we contribute are underfunded. We are only one of a number of employers contributing to these plans and the underfunding is not a direct obligation or liability to us.

Our contributions can fluctuate from year to year due to store closures, employer participation within the respective plans and reductions in headcount. Our contributions to these plans could increase in the near term. However, the amount of any increase or decrease in contributions will depend on a variety of factors, including the results of our collective bargaining efforts, investment returns on the assets held in the plans, actions taken by the trustees who manage the plans and requirements under the Pension Protection Act of 2006, the Multiemployer Pension Reform Act and Section 412(e) of the Internal Revenue Code. Furthermore, if we were to significantly reduce contributions, exit certain markets or otherwise cease making contributions to these plans, we could trigger a partial or complete withdrawal that could require us to record a withdrawal liability obligation and make withdrawal liability payments to the fund. Expense is recognized in connection with these plans as contributions are funded, in accordance with GAAP. We expect required cash payments to fund multiemployer pension plans from which we have withdrawn to be insignificant in any one fiscal year, which would exclude any payments that may be agreed to on a lump sum basis to satisfy existing withdrawal liabilities. Any future withdrawal liability would be recorded when it is probable that a liability exists and can be reasonably estimated, in accordance with GAAP. Any triggered withdrawal obligation could result in a material charge and payment obligations that would be required to be made over an extended period of time.

We also make contributions to multiemployer health and welfare plans in amounts set forth in the related collective bargaining agreements. A small minority of collective bargaining agreements contain reserve requirements that may trigger unanticipated contributions resulting in increased healthcare expenses. If these healthcare provisions cannot be renegotiated in a manner that reduces the prospective healthcare cost as we intend, our Operating expenses could increase in the future.

Refer to Note 13—Benefit Plans in Part II, Item 8 of the Annual Report for additional information regarding the plans in which we participate.

Share Repurchases

In September 2022, our Board of Directors authorized a repurchase program for up to $200 million of our common stock over a term of four years (the “2022 Repurchase Program”). We did not repurchase any shares of our common stock in fiscal 2024 year-to-date. As of April 27, 2024, we had $138 million remaining authorized under the 2022 Repurchase Program.

We will manage the timing of any repurchases of our common stock in response to market conditions and other relevant factors, including any limitations on our ability to make repurchases under the terms of our ABL Credit Facility, Term Loan Facility and Senior Notes. We may implement the 2022 Repurchase Program pursuant to a plan or plans meeting the conditions of Rule 10b5-1 under the Exchange Act.

Critical Accounting Estimates

There were no material changes to our critical accounting estimates during the period covered by this Quarterly Report on Form 10-Q. Refer to the description of critical accounting estimates included in Item 7 of our Annual Report.

Seasonality

Overall product sales are fairly balanced throughout the year, although demand for certain products of a seasonal nature may be influenced by holidays, changes in seasons or other annual events. Our working capital needs are generally greater during the months of and leading up to high sales periods, such as the buildup in inventory leading to the calendar year-end holidays. Our inventory, accounts payable and accounts receivable levels may be impacted by macroeconomic impacts and changes in food-at-home purchasing rates. These effects can result in normal operating fluctuations in working capital balances, which in turn can result in changes to cash flow from operations that are not necessarily indicative of long-term operating trends.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Our exposure to market risk results primarily from fluctuations in interest rates on our borrowings and our interest rate swap agreements, and price increases in diesel fuel. Except as described in Note 7—Derivatives, Note 8—Long-Term Debt and Note 16—Subsequent Events in Part I, Item 1 of this Quarterly Report on Form 10-Q, which are incorporated herein, there have been no other material changes to our exposure to market risks from those disclosed in our Annual Report.

Item 4. Controls and Procedures

(a) *Evaluation of disclosure controls and procedures.* We carried out an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this Quarterly Report on Form 10-Q (the "Evaluation Date"). Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the Evaluation Date, our disclosure controls and procedures were effective.

(b) *Changes in internal controls.* There has been no change in our internal control over financial reporting that occurred during the third quarter of fiscal 2024 that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we are involved in routine litigation or other legal proceedings that arise in the ordinary course of our business, including investigations and claims regarding employment law including wage and hour, pension plans, unfair labor practices, labor union disputes, supplier, customer and service provider contract terms, product liability, real estate and antitrust. Other than as set forth in Note 15—Commitments, Contingencies and Off-Balance Sheet Arrangements in Part I, Item 1 of this Quarterly Report on Form 10-Q, which is incorporated herein, there are no pending material legal proceedings to which we are a party or to which our property is subject.

Item 1A. Risk Factors

There have been no material changes to our risk factors contained in Part I, Item 1A. Risk Factors, of our Annual Report.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

On September 21, 2022, our Board of Directors authorized the 2022 Repurchase Program for up to $200 million of our common stock over a term of four years. Under the 2022 Repurchase Program, we have repurchased approximately 1,888,000 shares of our common stock for a total cost of $62 million. We did not repurchase any shares of our common stock in the third quarter of fiscal 2024. As of April 27, 2024, we had $138 million remaining authorized under the 2022 Repurchase Program.

Any repurchases are intended to be made in accordance with applicable securities laws from time to time in the open market, through privately negotiated transactions or otherwise. With respect to open market purchases, we may use a plan or plans meeting the conditions of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, which allows us to repurchase shares during periods when we otherwise might be prevented from doing so under insider trading laws or because of self-imposed blackout periods. We manage the timing of any repurchases in response to market conditions and other relevant factors, including any limitations on our ability to make repurchases under the terms of our ABL Credit Facility, Term Loan Facility and Senior Notes.

Dividends. We are limited in the aggregate amount of dividends that we may pay under the terms of our Term Loan Facility, ABL Credit Facility and Senior Notes.

Item 5. Other Information

On June 3, 2024, the Company entered into an Amended and Restated Severance Agreement with its Chief Executive Officer (the "Amended and Restated CEO Severance Agreement"), J. Alexander Miller Douglas, which amends and restates the Severance Agreement dated August 9, 2021, between the Company and Mr. Douglas (the "Original Agreement"), which had an expiration date of August 9, 2024. The Amended and Restated CEO Severance Agreement is substantially consistent with the Original Agreement, except that the Amended and Restated CEO Severance Agreement (i) extends the term until June 3, 2027, (ii) modifies certain restrictive covenant provisions to conform to the form of severance agreement for the Company's other executive officers, (iii) updates language in the form of release to clarify the release does not prohibit whistleblowing and (iv) makes other conforming changes.

The foregoing description is qualified in its entirety by reference to the Amended and Restated CEO Severance Agreement, a copy of which is filed herewith as Exhibit 10.7 and incorporated herein by reference.

Item 6. Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated July 25, 2018, by and among SUPERVALU INC., SUPERVALU Enterprises, Inc., the Registrant and Jedi Merger Sub, Inc. (incorporated by reference to the Registrant's Current Report on Form 8-K, filed on July 26, 2018).
2.2	First Amendment to Agreement and Plan of Merger, dated as of October 10, 2018, by and among United Natural Foods, Inc., Jedi Merger Sub, Inc., SUPERVALU INC. and SUPERVALU Enterprises, Inc. (incorporated by reference to Registrant's Current Report on Form 8-K, filed on October 10, 2018).
3.1	Certificate of Incorporation of the Registrant, as amended (restated for SEC filing purposes only) (incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended January 31, 2015).
3.2	Fifth Amended and Restated Bylaws of the Registrant (incorporated by reference to the Registrant's Annual Report on Form 10-Q for the quarter ended April 29, 2023).
10.1**	Settlement Agreement and Release by and between the Registrant and Michael C. Stigers, dated March 1, 2024 (incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended January 27, 2024).
10.2**	Form of Indemnification Agreement (for agreements entered into after February 29, 2024) (incorporated by reference to the Registrant's Quarterly Report on Form 10-Q for the quarter ended January 27, 2024).
10.3**	Offer Letter, dated February 29, 2024, between the Company and Giorgio Matteo Tarditi (incorporated by reference to the Registrant's Current Report on Form 8-K, filed on March 6, 2024).
10.4*	Amendment No. 4 to Term Loan Agreement, dated May 1, 2024, by and among the Registrant, UNFI Wholesale, Inc., UNFI Distribution Company, LLC and SUPERVALU INC., Credit Suisse AG, Cayman Islands Branch and the other lender parties thereto.
10.5*	Amendment No. 1 to Loan Agreement, dated May 1, 2024, by and among the Registrant, UNFI Canada, Inc., the financial institutions that are parties thereto as lenders, Wells Fargo Bank, National Association and the other parties thereto.
10.6*+	Amended and Restated Agreement for Distribution of Products, dated May 21, 2024, between Whole Foods Market Services, Inc. and the Registrant.
10.7* **	Amended and Restated CEO Severance Agreement, dated June 3, 2024, between the Registrant and J. Alexander Miller Douglas.
31.1*	Certification of CEO pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of CFO pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of CEO pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2*	Certification of CFO pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101*	The following materials from the United Natural Foods, Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended April 27, 2024, formatted in Inline XBRL (Extensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Operations, (iii) Condensed Consolidated Statements of Comprehensive (Loss) Income, (iv) Condensed Consolidated Statements of Stockholders' Equity, (v) Condensed Consolidated Statements of Cash Flows, and (vi) Notes to Condensed Consolidated Financial Statements.
104	The cover page from our Quarterly Report on Form 10-Q for the third quarter of fiscal 2024, filed with the SEC on June 5, 2024, formatted in Inline XBRL (included as Exhibit 101).

* Filed herewith.

** Denotes a management contract or compensatory plan or arrangement.

\+ Portions of this exhibit have been omitted in compliance with Regulation S-K Item 601(b)(10)(iv) because the Company has determined that the information is not material and is the type that the Company treats as private or confidential.

* * *

SIGNATURES

Pursuant to the requirements 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.

UNITED NATURAL FOODS, INC.

/s/ GIORGIO MATTEO TARDITI

Giorgio Matteo Tarditi

President and Chief Financial Officer

(Principal Financial Officer and duly authorized officer)

Dated: June 5, 2024

Exhibit 10.4
Execution Version

AMENDMENT NO. 4 (this "**Amendment No. 4**"), dated as of May 1, 2024, among UNITED NATURAL FOODS, INC., a Delaware corporation (the "**Lead Borrower**"), UNFI WHOLESALE, INC., a Delaware corporation ("**UNFI Wholesale**"), UNFI DISTRIBUTION COMPANY, LLC, a Delaware limited liability company ("**UNFI Distribution**") and SUPERVALU INC., a Delaware corporation ("**SuperValu**", and together with UNFI Wholesale and UNFI Distribution, the "**Co-Borrowers**" and each, a "**Co-Borrower**"; and, the Co-Borrowers together with the Lead Borrower, the "**Borrowers**"), the 2024 Term Lenders party hereto and Credit Suisse AG, Cayman Islands Branch, as administrative agent (the "**Existing Administrative Agent**") and collateral agent (in such capacities, the "**Existing Agent**") under the Existing Credit Agreement.

WHEREAS, this Amendment No. 4 amends that certain Term Loan Agreement, dated as of October 22, 2018 (as amended by Amendment No. 1 dated as of February 11, 2021, Amendment No. 2 dated as of November 10, 2021 and Amendment No. 3 dated as of June 3, 2022 and as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Existing Credit Agreement**"; the Existing Credit Agreement as amended by Amendment No. 4, the "**Credit Agreement**") among the Lead Borrower, SuperValu, as Co-Borrower, the Lenders party thereto and the Agents party thereto;

WHEREAS, JPMorgan Chase Bank, N.A. ("**JPMorgan**") and certain other financial institutions named in the Credit Agreement are acting as lead arrangers in respect of this Amendment No. 4 (collectively, the "**Lead Arrangers**");

WHEREAS pursuant to Section 2.14 of the Existing Credit Agreement, the Borrowers have requested Incremental Term Loans in the form of Refinancing Loans (the "**2024 Term Loans**") in an aggregate principal amount equal to $500,000,000.00, which 2024 Term Loans, together with the proceeds of the Specified Voluntary Prepayment (as defined below), shall be used to refinance in full (concurrently with the effectiveness of this Amendment No. 4) the Initial Term Loans (as defined in the Existing Credit Agreement) outstanding on the Amendment No. 4 Effective Date (as defined below) immediately prior to giving effect to this Amendment No. 4 (the "**Existing Term Loans**"; and each Lender with an Existing Term Loan prior to giving effect to this Amendment, an "**Existing Term Lender**");

WHEREAS, each Person that agrees to make 2024 Term Loans (collectively, the "**2024 Term Lenders**") will make 2024 Term Loans to the Borrowers on the Amendment No. 4 Effective Date in an amount equal to its 2024 Term Commitment (as defined below);

WHEREAS, the 2024 Term Lenders are severally willing to make 2024 Term Loans, subject to the terms and conditions set forth in this Amendment No. 4;

WHEREAS, concurrently with the entry into this Amendment No. 4, Credit Suisse, Cayman Islands Branch, as Existing Agent, JPMorgan, as successor administrative agent and collateral agent under the Loan Documents (in such capacity, the "**New Agent**"), and the Loan Parties will enter into a "successor agency agreement" in form and substance reasonably acceptable to the Existing Agent, the New Agent and the Borrowers (the "**Successor Agency Agreement**"), which shall become effective on the Amendment No. 4 Effective Date immediately after giving effect to the Refinancing (as defined below); and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

SECTION 2. 2024 Term Loans.

(a) Subject to the terms and conditions set forth herein, each 2024 Term Lender severally agrees to make a 2024 Term Loan to the Borrowers on the Amendment No. 4 Effective Date in a principal amount equal to its 2024 Term Commitment, which amount shall be made available to the Existing Agent in immediately available funds in accordance with the Credit Agreement (unless otherwise agreed with the Existing Agent). The "**2024 Term Commitment**" of any 2024 Term Lender will be the amount set forth opposite such 2024 Term Lender's name on Schedule 1 hereto. On the Amendment No. 4 Effective Date, the 2024 Term Loans, together with the proceeds of the Specified Voluntary Prepayment, shall be applied to prepay the Existing Term Loans of the Existing Term Lenders (other than those Existing Term Loans continued as 2024 Term Loans, as agreed with the Existing Agent). The 2024 Term Commitments of the 2024 Term Lenders will be automatically and permanently reduced to $0 upon the extension of the 2024 Term Loans on the Amendment No. 4 Effective Date.

(b) On the Amendment No. 4 Effective Date, each Existing Term Lender shall have its non-continued Existing Term Loans prepaid in full, and the Borrowers shall pay to each Existing Term Lender all accrued and unpaid interest on, and premiums and fees related to, such Existing Term Lender's Existing Term Loans to, but not including, the Amendment No. 4 Effective Date in accordance with the terms of the Existing Credit Agreement (the transactions contemplated by the foregoing, the "**Refinancing**"). The prepayments contemplated by this clause (b) shall be effectuated with a combination of (x) 2024 Term Loans and (y) other available funds of the Lead Borrower (the funds contemplated by this sub-clause (y) and the use of proceeds thereof, the "**Specified Voluntary Prepayment**"). For the avoidance of doubt, the 2024 Term Lenders (consisting Required Lenders) waive any applicable notice requirements and any inconsistency or conflict with the provisions in Section 2.05 of the Credit Agreement with respect to the any actions related to the Specified Voluntary Prepayment.

(c) For the avoidance of doubt, on and after the Amendment No. 4 Effective Date, (i) the 2024 Term Loans shall constitute a single Class of Loans under the Credit Agreement and (ii) the 2024 Term Lenders shall constitute a single Class of Lenders under the Credit Agreement.

(d) The 2024 Term Loans shall mature on the seventh anniversary of the Amendment No. 4 Effective Date, except as provided under the definition of "Maturity Date" in the Credit Agreement.

(e) Each 2024 Term Lender agrees to the amendments to the Credit Agreement set forth in Annex I and Annex II hereto, which shall be deemed effective concurrently with the consummation of the Refinancing.

SECTION 3. Amendments to the Credit Agreement. In accordance with Section 2.14(d) and Section 10.01 of the Credit Agreement and effective as of the Amendment No. 4 Effective Date, (a) the Existing 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 Credit Agreement attached as Annex I hereto and (b) the schedules to the Existing Credit Agreement shall be replaced in their entirety with the schedules set forth on Annex II hereto.

SECTION 4. Representations and Warranties. To induce the other parties hereto to enter into this Amendment No. 4, each Loan Party represents and warrants that:

(a) As of the Amendment No. 4 Effective Date, this Amendment No. 4 has been duly executed and delivered by each Loan Party that is party thereto. This Amendment No. 4 constitutes a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

(b) The representations and warranties of each Borrower contained in Article 5 of the Credit Agreement, or any other Loan Document, shall be true and correct in all material respects on and as of the Amendment No. 4 Effective Date; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(c) As of the Amendment No. 4 Effective Date no Default or Event of Default shall exist, or would result from the transactions contemplated hereby or from the application of the proceeds therefrom.

SECTION 5. Resignation and Appointment of Administrative Agent and Collateral Agent

(a) Pursuant to Section 9.09 of the Credit Agreement, (i) the 2024Term Lenders (constituting Required Lenders) and the Borrowers hereby accept the resignation of the Existing Agent as the existing Administrative Agent and Collateral Agent under the Loan Documents, (ii) the 2024 Term Lenders (constituting Required Lenders) hereby appoint JPMorgan Chase Bank, N.A. to act as the successor Administrative Agent and Collateral Agent under the Loan Documents immediately after giving effect to the Refinancing, (iii) the Borrowers hereby consent to and accept the appointment of JPMorgan Chase Bank, N.A. as the successor Administrative Agent and Collateral Agent under the Loan Documents and (iv) the 2024 Term Lenders (constituting Required Lenders), the Borrowers and each of the other parties hereto waive any applicable notice requirements under the Loan Documents and any inconsistency or conflict with the provisions in

Section 9.09 of the Credit Agreement with respect to the actions described in the immediately preceding clauses (i), (ii) and (iii). Such resignation and appointment shall become effective upon the Amendment No. 4 Effective Date and immediately after giving effect to the Refinancing.

(b) The 2024 Term Lenders expressly agree and acknowledge that the New Agent is not assuming any liability in its capacity as administrative agent or collateral agent under or related to the Loan Documents (i) prior to the Amendment No. 4 Effective Date, (ii) that may have arisen or accrued prior the Amendment No. 4 Effective Date or (iii) with respect to the Refinancing. The 2024 Term Lenders hereby expressly agree and confirm that, with respect to their applicable indemnification obligations under the Loan Documents, the Existing Agent's right to indemnification, as set forth in the Loan Documents, shall apply with respect to any and all losses, claims, costs and expenses that the Existing Agent suffers or incurs relating to actions taken or omitted by any of the parties to this Amendment No. 4 on or prior to the Amendment No. 4 Effective Date (including with respect to the Refinancing), or after the Amendment No. 4 Effective Date in connection with the Successor Agency Agreement. The 2024 Term Lenders expressly agree that neither Credit Suisse AG, Cayman Islands Branch, in its individual capacity and in its capacity as the Existing Agent, nor any of its Affiliates, shall bear any responsibility or liability for (i) any actions taken or omitted to be taken by the New Agent or otherwise under the Successor Agency Agreement or, on and after the Amendment No. 4 Effective Date, the Credit Agreement or any of the other Loan Documents or (ii) for any claims under or related to the Loan Documents (other than the Successor Agency Agreement) to the extent arising or accrued after the Amendment No. 4 Effective Date.

SECTION 6. Amendment No. 4 Effective Date. This Amendment No. 4 shall become effective as of the first date (the "**Amendment No. 4 Effective Date**") on which each of the following conditions shall have been satisfied

(a) The Existing Agent shall have received (i) a counterpart signature page of this Amendment No. 4 duly executed by each of the Loan Parties and the Existing Agent and (ii) a counterpart to this Amendment No. 4 executed and delivered by each 2024 Term Lender and by the Required Lenders (as determined after giving effect to the 2024 Term Loans and the refinancing of the Existing Term Loans contemplated hereby).

(b) The Successor Agency Agreement shall have become effective in accordance with its terms.

(c) The representations and warranties set forth in Section 4 of this Amendment No. 4 shall be true and correct in all respects on and as of the Amendment No. 4 Effective Date, and the Lead Arrangers shall have received a certificate (in form and substance reasonably acceptable to the Lead Arrangers), dated as of the Amendment No. 4 Effective Date and signed by a Responsible Officer of the Lead Borrower, certifying as to such representations and warranties.

(d) The Existing Agent and the Lead Arrangers shall have received an opinion from Mayer Brown LLP, U.S. counsel to the Loan Parties and local Minnesota counsel, in each case, in form and substance reasonably satisfactory to the New Agent.

(e) The Existing Agent shall have received a Committed Loan Notice in respect of the 2024 Term Loans.

(f) The Existing Agent shall have received a notice of mandatory prepayment of Term Loans pursuant to Section 2.05(b)(vi) of the Credit Agreement.

(g) The Existing Agent shall have received a notice of voluntary prepayment of Term Loans pursuant to Section 2.05(a) of the Existing Credit Agreement in respect of the Specified Voluntary Prepayment.

(h) The prepayment of all outstanding Initial Term Loans that have not been continued as 2024 Term Loans shall have been consummated or, substantially concurrently with the incurrence (or continuation) of the 2024 Term Loans, shall be consummated, in each case with all accrued and unpaid interest on, and premiums and fees related to, the Existing Term Loans to, but not including, the Amendment No. 4 Effective Date.

(i) The Existing Agent and the Lead Arrangers shall have received a certificate signed by a Responsible Officer of the Lead Borrower designating the 2024 Term Loans as Refinancing Loans.

(j) The Lead Arrangers shall have received such documents and certificates as the Lead Arrangers or their counsel may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of execution, delivery and performance of this Amendment No. 4, the performance of the Credit Agreement and each other applicable Loan Document, all in form and substance reasonably satisfactory to the New Agent and its counsel.

(k) The Lead Arrangers shall have received a certificateattesting to the Solvency of the Lead Borrower and its Subsidiaries, on a consolidated basis, on the Amendment No. 4 Effective Date after giving effect to the transactions contemplated by this Amendment No. 4 and the Credit Agreement, signed by the Lead Borrower's chief financial officer or other officer with equivalent duties of the Lead Borrower, in form and substance reasonably satisfactory to the Lead Arrangers and their counsel.

(l) The Borrowers shall have paid all fees and amounts due and payable pursuant to this Amendment No. 4 and/or any letter agreements or fee letters by and between the Borrowers and the Lead Arrangers (collectively, the "**Engagement Letter**"), including, to the extent evidenced by a written invoice, reimbursement or payment of documented and reasonable out-of-pocket expenses in connection with this Amendment No. 4 and any other out-of-pocket expenses of the Lead Arrangers required to be paid or reimbursed pursuant to the Credit Agreement or the Engagement Letter, including the fees of a single counsel to the Existing Agent and the New Agent in connection with this Amendment No. 4.

(m) The Existing Agent and the Lead Arrangers shall have received at least three (3) Business Day prior to the Amendment No. 4 Effective Date all documentation and other information about the Borrowers and the Guarantors as has been reasonably requested in writing at least ten (10) days prior to the Amendment No. 4 Effective Date by the Existing Agent and the Lead Arrangers that they reasonably determine is required by regulatory authorities under

applicable “know your customer” and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act.

(n) The New Agent shall have received (a) a completed “life of loan” Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each Mortgaged Real Property (each a “**Flood Notice**”) and (b) if any improvements constituting part of a Mortgaged Real Property are located in an area which is designated as a “flood hazard area” in any Flood Insurance Rate Map established by the Federal Emergency Management Agency (or any successor agency), (i) a duly executed and acknowledged Flood Notice by the appropriate Loan Parties and (ii) evidence of flood insurance required by Section 6.10 of the Credit Agreement.

SECTION 7. Effect of Amendment No. 4.

(a) Except as expressly set forth herein, this Amendment No. 4 shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or Agents under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other provision of the Credit Agreement or of any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrowers to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances.

(b) From and after the Amendment No. 4 Effective Date, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import, and each reference to the “Credit Agreement” in any other Loan Document shall be deemed a reference to the Credit Agreement. This Amendment No. 4 shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

(c) This Amendment No. 4 shall be deemed to be an “Incremental Facility Amendment” as defined in the Credit Agreement. Each of the Lenders party hereto hereby acknowledge that the Borrowers hereby provide notice under Section 2.14 of the Credit Agreement of their request for Incremental Term Loans, with the proposed terms set forth herein, and all notice requirements in Section 2.14 of the Credit Agreement with respect to such request have been satisfied.

(d) The Existing Credit Agreement, as specifically amended bythis Amendment No. 4, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. 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 (including, for the avoidance of doubt, all Obligations in respect of the 2024 Term Loans made available hereunder) of the Loan Parties under the Loan Documents, in each case as amended by this Amendment No. 4. The parties hereto acknowledge and agree that (i) this Amendment No. 4 and any other Loan Documents executed and delivered in connection herewith do not constitute a novation, or termination of the Obligations under the Credit Agreement and the other Loan

Documents as in effect prior to the Amendment No. 4 Effective Date and (ii) such Obligations are in all respects continuing (as amended hereby) with only the terms thereof being modified to the extent provided in this Amendment.

(e) Each Loan Party and, in the case of clause (iii), each Guarantor 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, (ii) ratifies and reaffirms each grant of a lien on, or security interest in, its property made pursuant to the Loan Documents (including, without limitation, the grant of security made by such Loan Party pursuant to the Security Agreement) and confirms that such liens and security interests continue to secure the Obligations under the Loan Documents (including, for the avoidance of doubt, all Obligations in respect of the 2024 Term Loans made available hereunder), subject to the terms thereof and (iii) in the case of each Guarantor, ratifies and reaffirms its guaranty of the Obligations (including, for the avoidance of doubt, all Obligations in respect of the 2024 Term Loans made available hereunder) pursuant to the Guaranty.

SECTION 8. GOVERNING LAW. THIS AMENDMENT NO. 4 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. Costs and Expenses. The Borrowers agree to reimburse the Existing Agent promptly after receipt of a written request for its documented and reasonable out-of-pocket expenses in connection with this Amendment No. 4, including the reasonable fees, charges and disbursements of a single counsel for the Existing Agent and the New Agent, in accordance with the terms of the Credit Agreement.

SECTION 10. Counterparts.

(a) This Amendment No. 4 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 Amendment No. 4, the Engagement Letter and any separate letter agreements with respect to fees payable to the Existing 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.

(b) Delivery of an executed counterpart of a signature page of this Amendment No. 4 and any Loan Document or Ancillary Document that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment No. 4 and such other Loan Document or Ancillary Document, as applicable. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Amendment No. 4, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect,

validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrowers or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrower and each other Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, and the Borrowers and the other Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Amendment No. 4, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Amendment No. 4, 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), (C) waives any argument, defense or right to contest the legal effect, validity or enforceability of this Amendment No. 4, any other Loan Document and/or any Ancillary Document based solely on the lack of paper original copies of this Amendment No. 4, such other Loan Document and/or such Ancillary Document, respectively, including with respect to any signature pages thereto and (D) waives any claim against any Lender Affiliate for any liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any liabilities arising as a result of the failure of the Borrowers 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 11. Headings. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Amendment No. 4.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

UNITED NATURAL FOODS, INC.

By: /s/ Devon Hart
Name: Devon Hart
Title: Senior Vice President and Treasurer

UNFI WHOLESALE, INC.

By: /s/ Devon Hart
Name: Devon Hart
Title: Senior Vice President and Treasurer

UNFI DISTRIBUTION COMPANY

By: /s/ Devon Hart
Name: Devon Hart
Title: Senior Vice President and Treasurer

SUPERVALU INC.

By: /s/ Devon Hart
Name: Devon Hart
Title: Senior Vice President and Treasurer

CREDIT SUISSE, CAYMAN ISLANDS BRANCH
as Existing Agent

By: /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Authorized Signatory

By: /s/ Cassandra Droogan
Name: Cassandra Droogan
Title: Authorized Signatory

JPMorgan Chase Bank, N.A.,
as New Agent

By: /s/ Kan Chen

Name: Kan Chen
Title: Vice President

JPMorgan Chase Bank, N.A.,
as a 2024 Term Lender

By: /s/ Kan Chen
Name: Kan Chen
Title: Vice President

ANNEX I

AMENDMENTS TO CREDIT AGREEMENT

[Changed pages to Credit Agreement follow]

UNITED NATURAL FOODS, INC.,
as the Lead Borrower

and

SUPERVALU INC.,
UNFI DISTRIBUTION COMPANY, LLC and
~~**SUPERVALU**~~**UNFI WHOLESALE, INC.**~~,~~
as the ~~Co-Borrower~~Co-Borrowers

TERM LOAN AGREEMENT

Dated as of October 22, 2018,
as amended by Amendment No. 1, dated as of February 11, 2021,
Amendment No. 2, dated as of November 10, 2021, and
Amendment No. 3, dated as of June 3, 2022
Amendment No. 4, dated as of May 1, 2024

~~CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH~~JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and Collateral Agent

and

THE LENDERS PARTY HERETO FROM TIME TO TIME

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TERM LOAN AGREEMENT

This TERM LOAN AGREEMENT, dated as of October 22, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), by and among UNITED NATURAL FOODS, INC., a Delaware corporation, as the Lead Borrower, SUPERVALU INC., a Delaware corporation, ~~as the Co-Borrower~~UNFI DISTRIBUTION COMPANY, LLC, a Delaware limited liability company, and UNFI WHOLESALE, INC., a Delaware corporation, as the Co-Borrowers, the several banks and other financial institutions or entities from time to time parties hereto as lenders (the "Lenders"), JPMORGAN CHASE BANK, N.A. (as successor in interest to CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ~~(as successor in interest to GOLDMAN SACHS BANK USA ("GS Bank")~~), as Administrative Agent for the Lenders and as Collateral Agent for the Secured Parties.

PRELIMINARY STATEMENTS

WHEREAS, on the Closing Date, the Borrower will acquire (the "Supervalu Acquisition") SUPERVALU INC., a Delaware corporation ("Supervalu"), pursuant to the Agreement and Plan of Merger, dated as of July 25, 2018 (together with the schedules and exhibits thereto and as amended, restated, amended and restated, supplemented or otherwise modified from time to time in a manner not prohibited hereunder, the "Supervalu Acquisition Agreement"), by and among, *inter alios*, Supervalu Inc., the Borrower and Supervalu Enterprises, Inc., a wholly-owned subsidiary of the Borrower incorporated under the laws of the State of Delaware;

WHEREAS, in connection with the foregoing, the Borrower ~~has~~ requested on the Closing Date (a) the ~~Initial~~2018 Term Lenders to make available to the Borrower first lien senior secured term loans in an aggregate principal amount of $1,800,000,000 and (b) ~~the Term B-2 Term~~ certain other Lenders to make available to the Borrower first lien senior secured term loans in the form of Term B-2 Term Loans in an aggregate principal amount of $150,000,000, and the proceeds under each of which ~~will be~~were used for the purposes set forth in the Preliminary Statements to this Agreement;

WHEREAS in connection with the foregoing, on the Closing Date, the Borrower ~~shall use~~used the proceeds of (x) cash on hand, (y) the loans made under the ~~ABL Facility on the~~ Closing Date ABL Credit Agreement and (z) the Loans to fund (i) the payment of consideration pursuant to the terms and conditions of the Supervalu Acquisition Agreement, and the other payments contemplated by the Supervalu Acquisition Agreement, (ii) the repayment in full (or the termination, discharge or defeasance) of all outstanding indebtedness, and termination of commitments under (and the release of guarantees and liens securing such indebtedness), (A) with respect to the Borrower and its Subsidiaries, under that certain Third Amended and Restated Loan and Security Agreement, dated as of April 29, 2016, by and among, *inter alios,* the Borrower, the lenders party thereto, Bank of America, N.A. as administrative agent and the other parties party thereto (the "Existing UNFI ABL Credit Agreement") (including the payment in full of any outstanding interest, fees and expenses owing or accruing under or in respect of the Existing UNFI ABL Credit Agreement) and (B) with respect to Supervalu and its Subsidiaries, under (1) that certain Second Amended and Restated Term Loan Credit Agreement, dated as of January 31, 2014, by and among Supervalu, ~~GS~~Goldman Sachs Bank USA, as administrative agent, the lenders party thereto and the other parties party thereto, (2) that certain Amended and Restated Credit Agreement, dated as of March 21, 2013, by and among Supervalu, Wells Fargo Bank, National Association, as administrative agent, the lenders party thereto and the other parties party thereto, (3) Supervalu's 6.75% Senior Notes due June 1, 2021 and (4) Supervalu's 7.75% Senior Notes due November 15, 2022 (the repayment, termination, discharge, defeasance, arrangement and release of all such indebtedness in this clause (ii), collectively, the "Refinancing"), (iii) fees and expenses incurred in connection with the foregoing and transactions related thereto and (iv) working capital and general corporate purposes;

WHEREAS, following the Closing Date, the Term B-2 Term Loans were paid off in full;

WHEREAS, following the Closing Date, the Lead Borrower and certain other Loan Parties (i) entered into Amendment No. 1 hereto in order to, amongst other things, reduce the Applicable Rate applicable at such time, (ii) entered into Amendment No. 2 in order to, amongst other things, reduce the Applicable Rate applicable at such time and (iii) entered into Amendment No. 3 hereto in order to replace the eurocurrency rate applicable at such time with Term SOFR; and

WHEREAS, on ~~August 30, 2018~~the Amendment No. 4 Effective Date, the Borrower ~~entered into the ABL Credit Agreement for extensions of credit pursuant to an asset based revolving credit facility in an aggregate principal amount of up to $2,100,000,000, subject to the terms of the Intercreditor Agreement; and~~incurred Refinancing Loans in the form of the 2024 Term Loans the proceeds of which, together with cash on hand and other available funds, were used to refinance in full the 2018 Term Loans; and

WHEREAS, the Lenders have indicated their willingness to make 2024 Term Loans, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

ARTICLE I

Definitions and Accounting Terms

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

"2018 Term Commitment" means, as to each 2018 Term Lender, its obligation to make a 2018 Term Loan to the Borrower pursuant to Section 2.01(a) (which obligation was satisfied on the Closing Date). The aggregate amount of the 2018 Term Commitments on the Closing Date was $1,800,000,000.

"2018 Term Lender" means, at any time, any Lender that has a 2018 Term Commitment or a 2018 Term Loan at such time.

"2018 Term Loan" means a Loan made pursuant to Section 2.01(a).

"2024 Term Commitment" means, as to each 2024 Term Lender, its obligation to make a 2024 Term Loan to the Borrower pursuant to Amendment No. 4 in an aggregate principal amount not to exceed (x) the amount expressly contemplated by Amendment No. 4 on the Amendment No. 4 Effective Date or (y) in the Assignment and Assumption pursuant to which such 2024 Term Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of the 2024 Term Commitments is $500,000,000.

"2024 Term Lender" means, at any time, any Lender that has a 2024 Term Commitment or a 2024 Term Loan at such time.

"2024 Term Loan" means a Loan made in accordance with Section 2.01(b).

"2028 Notes" means the 6.750% senior unsecured notes due 2028 issued by the Lead Borrower pursuant to that certain Indenture, dated as of October 22, 2020, among the Borrower, as issuer, the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee.

"2028 Notes Maturity Date" means October 15, 2028.

"ABL Credit Agreement" means the Loan Agreement, dated as of ~~August 30~~June 3, ~~2018~~2022, by and among the Borrower (as administrative borrower), ~~United Natural Foods West, Inc., a California corporation (as a co-borrower),~~UNFI Canada, Inc., a corporation organized under the Canada Business Corporations Act (as a co-borrower), each additional borrower from time to time party thereto, the ABL Facility Administrative Agent and the several banks and other financial institutions from time to time parties thereto, as such agreement may be amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, in each case to the extent permitted hereunder, and any Permitted Refinancing thereof (unless such agreement, instrument or document expressly provides that it is not intended to be and is not an ABL Credit Agreement), in each case to the extent permitted hereunder.

"ABL Facility" means the collective reference to the ABL Credit Agreement, any Loan Documents (as defined therein), any notes and letters of credit issued pursuant thereto and any guarantee, security agreement, patent, trademark or copyright security agreements, letter of credit applications and other guarantees, pledge agreements, security agreements and collateral documents, and other instruments and documents, executed and delivered pursuant to or in connection with any of the foregoing, in each case as the same may be amended, supplemented, waived or otherwise modified from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid, increased or extended from time to time, in each case to the extent permitted hereunder and any Permitted Refinancing thereof (unless such agreement, instrument or document expressly provides that it is not intended to be and is not an ABL Facility).

"ABL Facility Administrative Agent" means Well Fargo Bank ~~of America~~, National Association, in its capacity as administrative agent (and/or collateral agent, as the context requires) under the ABL Credit Agreement or any successor agent under the ABL Loan Documents.

"ABL Lenders" means "Lenders" under the ABL Credit Agreement.

"ABL Loan Documents" means, collectively, (i) the ABL Credit Agreement and (ii) the security documents, intercreditor agreements (including the Intercreditor Agreement), guarantees, joinders and other agreements or instruments executed in connection with the ABL Facility or such other agreements, in each case, as amended, modified, supplemented, substituted, replaced, restated or refinanced, in whole or in part, from time to time including in connection with a Permitted Refinancing of the ABL Facility.

"ABL Obligations" means "Obligations" as defined in the ABL Facility as in effect on the ~~Closing~~Amendment No. 4 Effective Date.

"ABL Priority Collateral" has the meaning set forth in the Intercreditor Agreement.

"Acceptable Discount" has the meaning specified in Section 2.05(d)(iii).

"Acceptance Date" has the meaning specified in Section 2.05(d)(ii).

"Acquired EBITDA" means, with respect to any Acquired Entity or Business or any Converted Restricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary, as applicable, all as determined on a consolidated basis for such Acquired Entity or Business or Converted Restricted Subsidiary, as applicable.

"Acquired Entity or Business" has the meaning specified in the definition of the term "Consolidated EBITDA."

"Additional Lender" has the meaning specified in Section 2.14(d).

~~"Adjusted Term SOFR" means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.~~

~~"Adjustment Date" means the date of delivery of financial statements required to be delivered pursuant to Section 6.01(a) or (b), as applicable.~~

"Administrative Agent" means, subject to Section 9.13, ~~GS Bank~~JPMorgan in its capacity as administrative agent under the Loan Documents, or any successor administrative agent appointed in accordance with Section 9.09.

"Administrative Agent's Office" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule 10.02, or such other address or account as the Administrative Agent may from time to time notify the Borrower and the Lenders.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affected Financial Institution" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Affiliated Lender" means the Borrower and any Affiliates thereof (excluding, in each case, any natural person).

"After Year-End Payment" has the meaning specified in Section 2.05(b)(i).

"Agent Parties" has the meaning specified in Section 10.02(c).

"Agent-Related Persons" means the Agents, together with their respective Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

"Agents" means, collectively, the Administrative Agent, the Collateral Agent and the Supplemental Administrative Agents (if any).

"Aggregate Commitments" means the Term Commitments of all the Lenders.

"Agreement" has the meaning specified in the introductory paragraph hereof.

"Agreement Currency" has the meaning specified in Section 10.17.

"Amendment No. 1" means Amendment No. 1 to Term Loan Agreement, dated as of February 11, 2021, among the Lead Borrower, Supervalu, as Co-Borrower, the Guarantors party thereto, and the lenders and agents party thereto.

"Amendment No. 2" means Amendment No. 2 to Term Loan Agreement, dated as of November 10, 2021, among the Lead Borrower, Supervalu, as Co-Borrower, the Guarantors party thereto, and the lenders and agents party thereto.

"Amendment No. 2 Effective Date" means November 10, 2021.

"Amendment No. 3" means Amendment No. 3 to Term Loan Agreement, dated as of June 3, 2022, among the Lead Borrower, Supervalu, as Co-Borrower, and the agents party thereto.

"Amendment No. 4" means Amendment No. 4 to Term Loan Agreement, dated as of the Amendment No. 4 Effective Date, among the Lead Borrower, the Co-Borrower, the Guarantors, and the lenders and agents party thereto.

"Amendment No. 4 Effective Date" means May 1, 2024.

"Amendment No. 4 Transactions" means (a) the syndication of the 2024 Term Loans, (b) the execution of Amendment No. 4, the funding of the 2024 Term Loans, the refinancing of the 2018 Term Loans and the consummation of the other transactions in connection therewith, including the entry into the Successor Agency Agreement referred to in Amendment No. 4 and (c) the payment of fees or expenses in connection with the foregoing.

"Ancillary Document" has the meaning specified in Section 10.10(b).

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrowers or their Subsidiaries from time to time concerning or relating to bribery or corruption, including, without limitation, the FCPA.

"Applicable Discount" has the meaning specified in Section 2.05(d)(iii).

"Applicable Intercreditor Agreement" means (a) to the extent executed in connection with any incurrence of Indebtedness secured by Liens on the Collateral that (i) are intended to rank equal in priority to the Liens on the ABL Priority Collateral securing the ABL Obligations and (ii) are intended to rank junior in priority to the Liens on the Term Priority Collateral securing the Obligations, the Intercreditor Agreement, (b) to the extent executed in connection with any incurrence of Indebtedness secured by Liens on the Collateral that are intended to rank equal in priority to the Liens on the Collateral securing the Obligations (but without regard to control of remedies), the Intercreditor Agreement and a customary intercreditor agreement in form and substance reasonably acceptable to the Administrative Agent and the Borrower, which agreement shall provide that the Liens on the Collateral securing such

Indebtedness shall rank equal in priority to the Liens on the Collateral securing the Obligations and (c) to the extent executed in connection with any incurrence of Indebtedness secured by Liens on the Collateral that are intended to rank junior in priority to the Liens securing the Obligations ~~and the Junior Secured Obligations~~, a customary intercreditor agreement in form and substance reasonably acceptable to the Administrative Agent and the Borrower, which agreement shall provide that the Liens on the Collateral securing such Indebtedness shall rank junior to the Liens on the Collateral securing the Obligations; provided that, in the case of clauses (b) and (c) above, the Administrative Agent may in its sole discretion (but is not required to) post the proposed Applicable Intercreditor Agreement to Lenders, in which case such Applicable Intercreditor Agreement shall be deemed to be acceptable to the Administrative Agent and the Lenders unless the Required Lenders shall have delivered notice in writing objecting to such Applicable Intercreditor Agreement within five Business Days of the posting thereof.

"Applicable Lending Office" means for any Lender, such Lender's office, branch or affiliate designated for Term SOFR Loans or Base Rate Loans, as applicable, as notified to the Administrative Agent, any of which offices may be changed by such Lender.

"Applicable Percentage" means, at any time (a) with respect to any Lender with a Term Commitment of any Class, the percentage (carried out to the 9th decimal place) equal to a fraction the numerator of which is the amount of such Lender's Term Commitment of such Class at such time and the denominator of which is the aggregate amount of all Term Commitments of such Class of all Lenders and (b) with respect to the Loans of any Class, a percentage (carried out to the 9th decimal place) equal to a fraction the numerator of which is such Lender's Outstanding Amount of the Loans of such Class and the denominator of which is the aggregate Outstanding Amount of all Loans of such Class.

"Applicable Prepayment or Assignment" has the meaning specified in Section 2.05(a)(iv).

"Applicable Rate" means as of any date of determination, a percentage per annum equal to, ~~(1)~~(A) for Term SOFR Loans that are ~~Initial~~2024 Term Loans, ~~3.25~~4.75% and (B) for Base Rate Loans that are ~~Initial~~2024 Term Loans, ~~2.25% and (2)(A) for Term SOFR Loans that are Term B-2 Term Loans, 2.00% and (B) for Base Rate Loans that are Term B-2 Term Loans, 1.00~~3.75%.

"Appropriate Lender" means, at any time, with respect to Loans of any Class, the Lenders of such Class.

"Approved Foreign Bank" has the meaning specified in the definition of "Cash Equivalents."

"Approved Fund" means, with respect to any Lender, any Fund that is administered, advised or managed by (a) such Lender, (b) an Affiliate of such Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages such Lender.

"Asset Percentage" has the meaning specified in Section 2.05(b)(ii).

"Assignees" has the meaning specified in Section 10.07(b).

"Assignment and Assumption" means (a) an Assignment and Assumption substantially in the form of Exhibit E and (b) in the case of any assignment of Term Loans in connection with a Permitted Debt Exchange conducted in accordance with Section 2.17, such form of assignment (if any) as may have been requested by the Administrative Agent in accordance with Section 2.17(a)(viii) or, in each

case, any other form (including electronic documentation generated by an electronic platform) approved by the Administrative Agent.

"Attorney Costs" means and includes all reasonable and documented out-of-pocket fees, expenses and disbursements of any law firm or other external legal counsel but excludes all allocated costs of in-house counsel.

"Attributable Indebtedness" means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"Audited Financial Statements" means ~~copies of (i)~~ the audited consolidated balance sheet and related consolidated statements of operations, comprehensive income, change in stockholders' equity and cash flows for the fiscal ~~years~~year of the Borrower ended ~~August 1, 2015, July 30, 2016, July 29, 2017 and August 1, 2018 and (ii) the audited consolidated balance sheet and related consolidated statements of operations, comprehensive income, change in stockholders' equity and cash flows for the fiscal years of Supervalu ended February 27, 2016, February 25, 2017 and February 24, 2018 and for each subsequent fiscal year of Supervalu ended at least 60 days before the Closing Date.~~July 29, 2023.

"Available Amount" means, at any time (the "Available Amount Reference Time"), an amount (which shall not be less than zero) equal to the sum of:

(a) $90,000,000; plus

(b) 50.0% of the Consolidated Net Income of the Borrower and the Restricted Subsidiaries for the period (taken as one accounting period) commencing on ~~the first day of the fiscal year of the Borrower during which the Closing Date occurs (which date is on or around August 1, 2018)~~July 30, 2023 to the end of the most recently ended fiscal quarter for which financial statements of the Borrower have been delivered; plus

(c) the amount of any capital contributions (including mergers or consolidations that have a similar effect) or Net Cash Proceeds from any Permitted Equity Issuance (or issuance of debt securities by the Borrower or any of the Restricted Subsidiaries that have been converted into or exchanged for Qualified Equity Interests of the Borrower), in each case during the period from the Business Day immediately following the ~~Closing~~Amendment No. 4 Effective Date through and including the Available Amount Reference Time (other than any other capital contributions (including mergers or consolidations that have a similar effect) or equity or debt issuances to the extent utilized in connection with other transactions permitted pursuant to Section 7.02, 7.03, 7.06 or 7.08) received or made by the Borrower (or any direct or indirect parent thereof and contributed by such parent) during the period from and including the Business Day immediately following the ~~Closing~~Amendment No. 4 Effective Date through and including the Available Amount Reference Time; plus

(d) the aggregate amount of Retained Declined Proceeds during the period from the Business Day immediately following the ~~Closing~~Amendment No. 4 Effective Date through and including the Available Amount Reference Time; plus

(e) to the extent not (i) already included in the calculation of Consolidated Net Income of the Borrower and the Restricted Subsidiaries or (ii) already reflected as a return of capital or deemed reduction in the amount of such Investment pursuant to clause (g) below or any other provision of Section 7.02, the aggregate amount of all cash dividends and other cash

distributions received by the Borrower or any Restricted Subsidiary from any JV Entity or Unrestricted Subsidiaries during the period from the Business Day immediately following the ~~Closing~~Amendment No. 4 Effective Date through and including the Available Amount Reference Time, in each case up to the amount of the original investment made in such JV Entity or Unrestricted Subsidiary pursuant to Section 7.02(n); plus

(f) to the extent not (i) already included in the calculation of Consolidated Net Income of the Borrower and the Restricted Subsidiaries, (ii) already reflected as a return of capital or deemed reduction in the amount of such Investment pursuant to clause (g) below or any other provision of Section 7.02 or (iii) used to prepay Term Loans in accordance with Section 2.05(b)(ii), the aggregate amount of all Net Cash Proceeds received by the Borrower or any Restricted Subsidiary in connection with the sale, transfer or other disposition of its ownership interest in any JV Entity or Unrestricted Subsidiary during the period from the Business Day immediately following the ~~Closing~~Amendment No. 4 Effective Date through and including the Available Amount Reference Time, in each case up to the amount of the original investment made in such JV Entity or Unrestricted Subsidiary pursuant to Section 7.02(n); minus

(g) the aggregate amount of (i) any Investments made pursuant to Section 7.02(n) (net of any return of capital in respect of such Investment or deemed reduction in the amount of such Investment, including, without limitation, upon the redesignation of any Unrestricted Subsidiary as a Restricted Subsidiary or the sale, transfer, lease or other disposition of any such Investment), (ii) any Restricted Payment made pursuant to Section 7.06(k) and (iii) any payments made pursuant to Section 7.08(a)(iii)(B), in each case, during the period commencing on the ~~Closing~~Amendment No. 4 Effective Date through and including the Available Amount Reference Time (and, for purposes of this clause (g), without taking account of the intended usage of the Available Amount at such Available Amount Reference Time).

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark or payment period for interest calculated with reference to such Benchmark, as applicable, that is or may be used for determining the length of an Interest Period pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.19(d).

"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).

~~"Bank of America" means Bank of America, N.A.~~

"Bankruptcy Code" means Title 11 of the United State Code, as amended, or any similar federal or state law for the relief of debtors.

"Bankruptcy Event" means, with respect to any Person, such Person or its parent entity becomes (other than via an Undisclosed Administration) the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the 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; 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 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 or its parent entity.

"Base Rate" means, for any day, a fluctuating rate per annum equal to the greatest of: (a) the ~~Federal Funds~~Prime Rate in effect on such date, (b) the NYFRB Rate in effect on such date plus 1/2 of 1.00%~~, (b) the rate of interest in effect for such day as publicly announced from time to time by the Administrative Agent as its "prime rate," (c) the Adjusted Term SOFR plus 1.00% and (d) in respect of Term Loans, 0.00% per annum. The "prime rate" shall mean (i) the rate per annum quoted as the "Prime Rate" in the print edition of the Wall Street Journal, Money Rates section for United States Dollar loans in the United States for such day or (ii) if such rate is not quoted, 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 reasonably determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as reasonably determined by the Administrative Agent). The "prime rate" is not necessarily the lowest rate that the Administrative Agent is charging any corporate customer~~ and (c) Term SOFR for a one month Interest Period published two (2) U.S. Government Securities Business Days prior to such day (or if such day is not a U.S. Government Securities Business Day, the immediately preceding U.S. Government Securities Business Day) plus 1.00%; provided that, for the purpose of this definition, the 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 Term SOFR Administrator in the Term SOFR methodology). Any change in the Base Rate due to a change in ~~Adjusted~~the Prime Rate, the NYFRB Rate or the Term SOFR rate shall be effective from and including the effective date of such change in ~~Adjusted Term SOFR.~~ the Prime Rate, the NYFRB Rate or the Term SOFR rate, respectively. If the Base Rate is being used as an alternate rate of interest pursuant to Section 2.19 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.14(b)), then the 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 Base Rate as determined pursuant to the foregoing would be less than 0.00%, such rate shall be deemed to be 0.00% for purposes of this Agreement.

"Base Rate Loan" means a Loan that bears interest at a rate based on the Base Rate.

"Base Rate Term SOFR Determination Day" has the meaning assigned to it under the definition of Term SOFR.

"Basel III" means, collectively, those certain agreements on capital requirements, leverage ratios and liquidity standards contained in "Basel III: A Global Regulatory Framework for More Resilient Banks and Banking Systems," "Basel III: International Framework for Liquidity Risk Measurement, Standards and Monitoring" and "Guidance for National Authorities Operating the

Countercyclical Capital Buffer," each as published by the Basel Committee on Banking Supervision in December 2010 (as revised from time to time).

"Benchmark" means, initially, Term SOFR; *provided* that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Term SOFR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.19(a).

"Benchmark Replacement" means, for any Available Tenor, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date

(1) ~~the sum of: (a)~~ Daily Simple SOFR ~~and (b) SOFR Adjustment~~;

(2) the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Lead Borrower as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (b) the related Benchmark Replacement Adjustment;

If the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, 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 Lead Borrower for the applicable Corresponding Tenor giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date 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 U.S. dollar-denominated syndicated credit facilities at such time.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as

the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the 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); or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event," the date of the public statement or publication of information referenced therein.

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 the occurrence of one or more of the following events with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, 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), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer representative.

For the avoidance of doubt, a "Benchmark Transition Event" will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

"Benchmark Unavailability Period" means 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 the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.19 and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.19.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"Benefit Plan" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) 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".

"Borrower" has the meaning specified in Section 2.18.

"Borrower Materials" has the meaning specified in Section 6.02.

"Borrowing" means Loans of the same Class and Type, made, converted or continued on the same date and, in the case of Term SOFR Loans, as to which a single Interest Period is in effect.

"Business Day" means any day ~~that is not~~(other than a Saturday~~,~~ or a Sunday ~~or other day~~) on which ~~commercial~~ banks are open for business in New York City ~~are authorized or required by law to remain closed~~; provided that, in addition to the foregoing, a Business Day shall be any such day that is only a U.S. Government Securities Business Day in relation to Loans referencing the Term SOFR rate and any interest rate settings, fundings, disbursements, settlements or payments of any such Loans referencing the Term SOFR rate or any other dealings of such Loans referencing the Term SOFR rate.

~~"Canadian Dollars" means the lawful currency of Canada.~~

"Capital Expenditures" means, for any period, the aggregate of, without duplication, (a) all expenditures (whether paid in cash or accrued as liabilities) by the Borrower and the Restricted Subsidiaries during such period that, in conformity with GAAP, are or are required to be included as additions during such period to property, plant or equipment in a consolidated statement of cash flows and reflected in the consolidated balance sheet of the Borrower and the Restricted Subsidiaries and (b) Capitalized Lease Obligations incurred by the Borrower and the Restricted Subsidiaries during such period.

"Capitalized Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a Capitalized Lease that would at such time be required to

be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) prepared in accordance with GAAP.

"Capitalized Leases" means all leases that are required to be, in accordance with GAAP, recorded as capitalized leases; provided that for all purposes hereunder the amount of obligations under any Capitalized Lease shall be the amount thereof accounted for as a liability in accordance with GAAP; provided that all obligations of the Borrower and the Restricted Subsidiaries that are or would be characterized as an operating lease as determined in accordance with GAAP as in effect on the Closing Date (whether or not such operating lease was in effect on such date) shall continue to be accounted for as an operating lease (and not as a Capitalized Lease) for purposes of this Agreement regardless of any change in GAAP following the Closing Date that would otherwise require such obligation to be recharacterized as a Capitalized Lease.

"Cash Equivalents" means (a) marketable obligations issued or unconditionally guaranteed by, and backed by the full faith and credit of, the United States government, maturing within 12 months of the date of acquisition; (b) certificates of deposit, time deposits and bankers' acceptances maturing within 12 months of the date of acquisition, and overnight bank deposits, in each case which are issued by Bank of America, N.A. or a commercial bank organized under the laws of the United States or any state or district thereof, rated A-2 (or better) by S&P or P-2 (or better) by Moody's at the time of acquisition, and (unless issued by a Lender) not subject to offset rights; (c) repurchase obligations with a term of not more than 120 days for underlying investments of the types described in clauses (a) and (b) entered into with any bank described in clause (b); (d) commercial paper ~~issued by GS Bank or~~ rated A-2 (or better) by S&P or P-2 (or better) by Moody's, and maturing within twelve months of the date of acquisition; and (e) shares of any money market fund that has substantially all of its assets invested continuously in the types of investments referred to above, has net assets of at least U.S. $500,000,000 and has the highest rating obtainable from either Moody's or S&P.

"Cash Management Bank" means any financial institution providing treasury, depository, credit or debit card, purchasing card and/or cash management services or automated clearing house transactions to the Borrower or any Restricted Subsidiary or conducting any automated clearing house transfers of funds.

"Cash Management Obligations" means obligations owed by the Borrower or any Restricted Subsidiary to any Cash Management Bank in respect of any Cash Management Services.

"Cash Management Services" means (a) commercial credit cards, merchant card services, purchase or debit cards, including non-card e-payables services, (b) treasury management services (including controlled disbursement, overdraft automatic clearing house fund transfer services, return items and interstate depository network services) and (c) any other demand deposit or operating account relationships or other cash management services.

"Casualty Event" means any event that gives rise to the receipt by the Borrower or any Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

"CFC" means a Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957 of the Code.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any

law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States 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 or issued.

"Change of Control" means the earlier to occur of:

(a) a "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act), becoming the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of Voting Stock of the Borrower entitled to exercise more than 50% of the total voting power of all outstanding Voting Stock of the Borrower (including any right to acquire Voting Stock that is not then outstanding of which such person or group is deemed the beneficial owner);

(b) during any period of 12 consecutive months, a majority of the members of the board of directors of the Borrower cease to be composed of individuals (i) who were members of that board on the first day of such period, (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 (iii) whose election or nomination to that board was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board; or

(c) the occurrence of a "Change of Control" (or similar event, however denominated), as defined in the ABL Credit Agreement.

"Class" (a) when used with respect to Lenders, refers to whether such Lenders hold a particular Class of Term Commitments, Incremental Revolving Commitments or Loans, (b) when used with respect to (i) Term Commitments, refers to whether such Term Commitments are ~~Initial~~2018 Term Commitments, ~~Term B-2~~2024 Term Commitments, Term Commitments in respect of any Incremental Term Loans or Term Commitments in respect of any Extended Term Loans and (ii) Incremental Revolving Commitments, refers to Incremental Revolving Loans and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are ~~Initial~~2018 Term Loans, ~~Term B-2~~2024 Term Loans, Extended Term Loans, Incremental Term Loans or Incremental Revolving Loans. Incremental Term Loans and Extended Term Loans that have different terms and conditions (together with the Term Commitments in respect thereof) shall be construed to be in different Classes.

"Closing Date" means the date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 10.01.

"Closing Date ABL Credit Agreement" means the Loan Agreement, dated as of August 30, 2018, by and among the Borrower (as administrative borrower), United Natural Foods West, Inc., a California corporation (as a co-borrower), UNFI Canada, Inc., a corporation organized under the Canada Business Corporations Act (as a co-borrower), each additional borrower from time to time party thereto,

the Bank of America, N.A., as administrative agent, and the several banks and other financial institutions from time to time parties thereto.

"Closing Date Audited Financial Statements" means copies of (i) the audited consolidated balance sheet and related consolidated statements of operations, comprehensive income, change in stockholders' equity and cash flows for the fiscal years of the Borrower ended August 1, 2015, July 30, 2016, July 29, 2017 and August 1, 2018 and (ii) the audited consolidated balance sheet and related consolidated statements of operations, comprehensive income, change in stockholders' equity and cash flows for the fiscal years of Supervalu ended February 27, 2016, February 25, 2017 and February 24, 2018 and for each subsequent fiscal year of Supervalu ended at least 60 days before the Closing Date.

"Closing Date Commitment Letter" means the second amended and restated commitment letter dated August 8, 2018 by and among, *inter alios*, the Closing Date Lead Arrangers and the Borrower.

"Closing Date Fee Letter" means the second amended and restated fee letter dated August 8, 2018 by and among, *inter alios*, the Closing Date Lead Arranges party thereto and the Borrower.

"Closing Date Guaranty Agreement" means that certain Term Loan Guaranty dated as of the Closing Date by and between the Guarantors party thereto (including, as applicable, Supervalu and its Subsidiaries) and the Collateral Agent.

"Closing Date Lead Arrangers" means, collectively, Goldman Sachs Bank USA, Bank of America, N.A. and U.S. Bank National Association in their capacities as lead arrangers and bookrunners with respect to this Agreement.

"Closing Date Unaudited Financial Statements" means copies of (i) the unaudited consolidated balance sheet and related consolidated statements of operations, comprehensive income, change in stockholders' equity and cash flows for each subsequent fiscal quarter (other than the fourth fiscal quarter of the Borrower's fiscal year) ended at least 40 days before the Closing Date (which the Closing Date Lead Arrangers have acknowledged receipt of the unaudited consolidated financial statements in respect of the fiscal quarters ended October 28, 2017, January 27, 2018 and April 28, 2018) and (ii) the unaudited consolidated balance sheet and related consolidated statements of operations, comprehensive income, change in stockholders' equity and cash flows for each subsequent fiscal quarter (other than the fourth fiscal quarter of Supervalu Inc.'s fiscal year) ended at least 40 days before the Closing Date.

"~~Co-Borrower" means~~Co-Borrowers" mean, collectively, SUPERVALU INC., a Delaware corporation, UNFI Distribution Company, a Delaware limited liability company, and UNFI Wholesale, Inc., a Delaware corporation.

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

"Collateral" means all the "Collateral" as defined in the Collateral Documents and all other property of whatever kind and nature pledged or charged as collateral under any Collateral Document; provided, that, (x) the Collateral shall not in any event include (i) any Excluded Property or (ii) any property excluded as Collateral pursuant to any Collateral Document to the extent such exclusion is consistent with the Collateral and Guarantee Requirement and (y) all capitalized terms used in this

definition of Collateral that are not otherwise defined in this Agreement shall have the meaning assigned to them in the UCC.

"Collateral Agent" means ~~GS Bank~~JPMorgan, in its capacity as collateral agent under any of the Loan Documents, or any successor collateral agent appointed in accordance with Section 9.09.

"Collateral and Guarantee Requirement" means, at any time, the requirement that:

(a) all payment Obligations shall have been unconditionally guaranteed, jointly and severally, by each Restricted Subsidiary that is a Material Subsidiary (other than any Excluded Subsidiary) including, as of the Closing Date, those that are listed on Schedule 1.01D hereto;

(b) (i) the Administrative Agent or the Collateral Agent, as applicable, shall have received each Collateral Document required to be delivered on the Closing Date pursuant to Section 4.01(a)(iv), or thereafter pursuant to Section 6.10 or Section 6.12, duly executed by each Loan Party that is a party thereto (in each case, in a form approved by the Administrative Agent or the Collateral Agent, as applicable, and the Borrower in their reasonable discretion without the further consent of any other party hereto so long as the form thereof is consistent with the requirements in this Collateral and Guarantee Requirement), in each case duly executed by the Borrower and each applicable Subsidiary of the Borrower that is required to be a Guarantor pursuant to clause (a) above from time to time and such Collateral Documents, taken as a whole and together with the other documents, instruments and actions described in this Collateral and Guarantee Requirement but subject to the limitations set forth herein (including limitations with respect to Excluded Property), shall grant Liens in favor of the Collateral Agent on substantially all Collateral in order to secure the Obligations and (ii) to the extent the ABL Credit Agreement is outstanding, the Collateral Agent and the ABL Facility Administrative Agent shall have entered into, and each Loan Party shall have entered into or acknowledged, the Intercreditor Agreement;

(c) (i) the Loan Parties shall have taken all actions reasonably necessary and delivered to the Administrative Agent or the Collateral Agent, as applicable, such other applicable Person all documents, UCC financing statements, filings with the United States Copyright Office and the United States Patent and Trademark Office covering Collateral that consists of intellectual property, other filings, instruments, Equity Interests and related transfer powers (as more fully set forth herein), in each case, pursuant to the terms of the applicable Collateral Document that are necessary to perfect the Liens described in the Collateral and (ii)(x) in the case of any such Liens granted by the Loan Parties over Collateral constituting Term Priority Collateral, such Liens shall be perfected on a first-priority basis and (y) in the case of any such Liens granted by the Loan Parties over Collateral constituting ABL Priority Collateral, such Liens shall be perfected on a second-priority basis to the extent the first-priority Lien with respect to such Collateral is granted in favor of the ABL Facility Administrative Agent, in each case subject to Permitted Liens; provided, that, prior to the discharge of the ABL Credit Agreement, ABL Priority Collateral that is required to be delivered to the Administrative Agent or the Collateral Agent, as applicable, hereunder or under any Collateral Document shall be delivered to the ABL Facility Administrative Agent instead to the extent required under the Intercreditor Agreement and, to the extent so delivered, shall be held by the ABL Facility Administrative Agent as gratuitous bailee for the applicable Secured Parties solely for the purpose of perfecting the security interest granted to the Collateral Agent under the applicable Collateral Documents; provided, further, that no filings shall be required to be made other than, for the purposes of perfection, pursuant to the UCC with the office of the secretary of state (or

similar filing office) of the relevant State(s) or, solely with respect to intellectual property constituting Collateral, with the applicable United States governmental offices;

(d) in furtherance of and not in limitation of clauses (b) and (c) above but subject to the proviso in clause (c) above, all outstanding Equity Interests, in each case, directly owned by the Loan Parties and all intercompany Indebtedness owing to any Loan Party, in each case constituting Collateral and other than property excluded from the Collateral and Guarantee Requirement pursuant to this Collateral and Guarantee Requirement definition, shall have been pledged in favor of the Collateral Agent pursuant to and to the extent required under the applicable Collateral Document, the Collateral Agent shall have received certificates or other instruments (if any) representing such Equity Interests and any such notes or other instruments, together with stock powers, note powers or other instruments of transfer (if applicable) with respect thereto endorsed in blank (collectively, the "Pledged Collateral"); and

(e) with respect to any Material Real Property constituting Collateral owned by any Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement, within 90 days (or such longer period as the Administrative Agent may agree in its reasonable discretion), cause such Subsidiary to duly execute and deliver to the Collateral Agent any applicable Mortgages, Mortgage Supporting Documents, joinders, amendments, Flood Certificate Documents and other Collateral Documents, as specified by and in form and substance reasonably satisfactory to the Collateral Agent, granting a first priority, perfected Lien in such owned Material Real Property of such Subsidiary (provided, that, if a mortgage tax will be owed, the amount secured by the Mortgage shall be limited to the fair market value (as determined in good faith by the Borrower) of the property at the time the Mortgage is entered into), in each case, securing the Obligations of such Subsidiary.

Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary:

(i) Liens required to be granted from time to time pursuant to the Collateral and Guarantee Requirement (including perfection actions applicable thereto) and guarantees required to be provided pursuant to the Collateral and Guarantee Requirement shall, in each case, be subject to exceptions and limitations (including materiality thresholds and qualifiers) set forth in the Collateral Documents.

(ii) The Collateral and Guarantee Requirement shall not apply to any Excluded Property.

(iii) The execution and delivery of deposit account control agreement, securities account control agreement or other control agreements shall not be required with respect to any deposit account, securities account, commodities account or other asset specifically requiring perfection through control agreements or any other means of perfection by "control" (as such term is used under the UCC), except to the extent a control agreement or other similar agreement is required over any such deposit account, securities account or commodities account under the ABL Credit Agreement, subject to the limitations described in clause (vi) below.

(iv) No actions in any jurisdiction other than the United States of America (including any state thereof and the District of Columbia) shall be

required in order to create any security interests in assets located, titled, registered or filed outside of the United States of America or to perfect such security interests, including non-U.S. intellectual property (it being understood that there shall be no security agreements, pledge agreements or other security instruments governed by the laws of a non-U.S. jurisdiction).

(v) The Administrative Agent may grant extensions of time for the granting and perfection of security interests where it reasonably determines, in consultation with the Borrower, that such grant or perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Collateral Documents.

(vi) (A) The Obligations of the Loan Parties shall not in any event be secured by the Collateral of any CFC or FSHCO and (B) in no event shall any CFC or FSHCO be required to become a Loan Party.

(vii) In no event shall the Collateral consist of any real property other than Material Real Property.

(viii) The Collateral Documents shall include customary provisions relating to Excluded Swap Obligations.

(ix) The Collateral and Guarantee Requirement shall be subject to the limitations set forth in the final paragraph of Section 4.01 with respect to Collateral granted on the Closing Date.

"Collateral Documents" means, collectively, the Closing Date Guaranty, Security Agreement, Intellectual Property Security Agreements, the Mortgages, each of the collateral assignments, Security Agreement Supplements, security agreements, pledge agreements or other similar agreements delivered to the Collateral Agent and the Lenders pursuant to Section 4.01(a)(iii), Section 6.10 or Section 6.12, the Guaranty and each of the other agreements, instruments or documents that creates or purports to create a Lien or Guarantee in favor of the Collateral Agent for the benefit of the Secured Parties.

~~"Commitment Letter" means the second amended and restated commitment letter dated August 8, 2018 by and among, *inter alios*, the Lead Arrangers and the Borrower.~~

"Committed Loan Notice" means a notice of (a) a Term Borrowing, (b) a conversion of Loans from one Type to the other or (c) a continuation of Term SOFR Loans pursuant to Section 2.02(a), which, if in writing, shall be substantially in the form of Exhibit A (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), appropriately completed and signed by a Responsible Officer of the Borrower.

"Commodity Exchange Act" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*).

"Communications" has the meaning set forth in Section 10.02(g).

"Company Competitor" means any Person that is a bona fide competitor of the Borrowers, Supervalu or any of their respective Subsidiaries.

"Compensation Period" has the meaning specified in Section 2.12(c)(ii).

"Compliance Certificate" means a certificate substantially in the form of Exhibit D.

"Consolidated" means with respect to any Person and any specified Subsidiaries of such Person, refers to the consolidation of financial statements of such Person and such Subsidiaries and of particular items in such financial statements in accordance with GAAP; provided that, as it applies to the Borrower and the Restricted Subsidiaries, it shall refer to the consolidation principles used with respect to the Borrower and the Restricted Subsidiaries and it shall mean the Borrower and the Restricted Subsidiaries other than the Unrestricted Subsidiaries.

"Consolidated Depreciation and Amortization Expense" means, with respect to any Person for any period, the total amount of depreciation and amortization expense, including the amortization of deferred financing fees or costs, capitalized expenditures, customer acquisition costs and incentive payments, conversion costs and contract acquisition costs, the amortization of original issue discount resulting from the issuance of Indebtedness at less than par and amortization of favorable or unfavorable lease assets or liabilities, of such Person and its Restricted Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

"Consolidated EBITDA" means, with respect to any Person for any period, the Consolidated Net Income of such Person (and with respect to the Borrower and Restricted Subsidiaries, such Persons on a Consolidated basis) for such period:

(a) increased (without duplication) by the following:

(i) provision for Taxes based on income, profits or capital, including, without limitation, state, franchise, excise and similar Taxes and foreign withholding Taxes of such Person paid or accrued during such period, including any penalties and interest relating to any tax examinations, deducted (and not added back) in computing Consolidated Net Income; plus

(ii) Consolidated Interest Expense of such Person for such period (including (x) net losses or any obligations under any Swap Contracts or other derivative instruments entered into for the purpose of hedging interest rate, currency or commodities risk, (y) bank fees and (z) costs of surety bonds in connection with financing activities, to the extent the same were deducted (and not added back) in calculating such Consolidated Net Income); plus

(iii) Consolidated Depreciation and Amortization Expense of such Person for such period to the extent the same were deducted (and not added back) in computing Consolidated Net Income; plus

(iv) any fees, expenses or charges (other than depreciation or amortization expense) related to any equity offering, Investment, acquisition, disposition or recapitalization permitted hereunder or the incurrence of Indebtedness permitted to be incurred hereunder (including a refinancing thereof) (whether or not successful), including (A) such fees, expenses or charges related to this Agreement and the ABL Facility and any other credit facilities (including fees, expenses or charges of any consultants and advisors incurred in connection with the Transactions or the Supervalu Acquisition) and (B) any amendment or other modification of this Agreement, the ABL Facility and any other credit facilities, in each case, deducted (and not added back) in computing Consolidated Net Income; plus

(v) the amount of any restructuring charge or reserve, integration cost or other business optimization expense or cost, including in connection with establishing new facilities, that is deducted (and not added back) in such period in computing Consolidated Net Income, including any one-time costs incurred in connection with acquisitions or divestitures after the Closing Date, and costs related to the closure and/or consolidation of facilities and to exiting lines of business; plus

(vi) any other non-cash charges, write-downs, expenses, losses or items reducing Consolidated Net Income for such period including any impairment charges or the impact of purchase accounting and all reserves during such period on account of contingent cash payments that may be required in a future period (provided that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, (A) the Borrower may elect not to add back such non-cash charge in the current period and (B) to the extent the Borrower elects to add back such non-cash charge, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA to such extent) or other items classified by the Borrower as special items less other non-cash items of income increasing Consolidated Net Income (excluding any such non-cash item of income to the extent it represents a receipt of cash in any future period); plus

(vii) non-cash losses from JV Entities and non-cash minority interest reductions; plus

(viii) the amount of "run-rate" cost savings and synergies projected by the Borrower in good faith to result from actions taken prior to or during, or expected to be taken following such period (which cost savings or synergies shall be subject only to certification by a Responsible Officer of the Borrower and shall be calculated on a Pro Forma Basis as though such cost savings or synergies had been realized on the first day of such period), net of the amount of actual benefits realized prior to or during such period from such actions; provided that (A) a Responsible Officer of the Borrower shall have certified to the Administrative Agent that (x) such cost savings or synergies are reasonably identifiable, reasonably attributable to the actions specified and reasonably anticipated to result from such actions and (y) such actions have been taken or are to be taken within twelve (12) months of the event giving rise thereto and (B) the aggregate increase to Consolidated EBITDA for any period pursuant to this clause (viii) and clause (ii) of the definition of "Pro Forma Adjustment" shall not exceed the greater of (1) $0 and (2) ~~(A)~~ 25% of Consolidated EBITDA for such period (calculated before giving effect to any increase pursuant to this clause (viii) and clause (ii) of the definition of "Pro Forma Adjustment") ~~minus (B) the amount of addbacks pursuant to~~ clauses (xvii) ~~and (xviii) of this definition~~; plus

(ix) (A) any costs or expense incurred by the Borrower or any Restricted Subsidiary pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, to the extent that such cost or expenses are funded with cash proceeds contributed to the capital of the Borrower or Net Cash Proceeds of an issuance of Equity Interests (other than Disqualified Equity Interests) of the Borrower and (B) cash payments under long-term management equity incentive plans; plus

(x) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not representing Consolidated EBITDA or Consolidated Net Income in

any period to the extent non-cash gains relating to such income were deducted in the calculation of Consolidated EBITDA pursuant to paragraph (b) below for any previous period and not added back; plus

(xi) any net loss included in Consolidated Net Income attributable to non-controlling interests pursuant to the application of Accounting Standards Codification Topic 810-10-45; plus

(xii) realized foreign exchange losses resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Borrower and the Restricted Subsidiaries; plus

(xiii) net realized losses from Swap Contracts or embedded derivatives that require similar accounting treatment and the application of Accounting Standard Codification Topic 815 and related pronouncements; plus

(xiv) [~~Reserved~~reserved]; plus

(xv) ~~[Reserved]~~fees and expenses in connection with indemnification agreements of the type permitted in Section 7.07(j); plus

(xvi) the amount of any charges, expenses, costs or other payments in respect of facilities no longer used or useful in the conduct of the business of the Borrower and the Restricted Subsidiaries; plus

(xvii) ~~any other adjustments or add-backs with respect to the Supervalu Acquisition (without duplication) specified in the Confidential Information Memorandum provided generally to Public Lenders prior to the Closing Date in connection with the primary syndication of this Agreement; provided that in no event shall the aggregate amount added to Consolidated EBITDA pursuant to this clause (xvii) in any period exceed $185,000,000~~[reserved]; plus

(xviii) ~~the amount of "run-rate" cost savings and synergies with respect to the acquisitions by the Borrower (or any of its Subsidiaries) of United Grocers, Inc. and Associated Grocers of Florida, Inc., in each case subject to the limitations in clause (viii) of this definition without giving effect to clause (B) of the proviso thereto~~[reserved];

(b) decreased (without duplication) by the following:

(i) non-cash gains increasing Consolidated Net Income of such Person for such period (other than any such amounts in connection with the sale of routes to independent operators), excluding any non-cash gains to the extent they represent the reversal of an accrual or cash reserve for a potential cash item that reduced Consolidated EBITDA in any prior period and any non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase Consolidated EBITDA in such prior period; plus

(ii) realized foreign exchange income or gains resulting from the impact of foreign currency changes on the valuation of assets or liabilities on the balance sheet of the Borrower and the Restricted Subsidiaries; plus

(iii) any net realized income or gains from any obligations under any Swap Contracts or embedded derivatives that require similar accounting treatment and the application of Accounting Standard Codification Topic 815 and related pronouncements; plus

(iv) any amount included in Consolidated Net Income of such Person for such period attributable to non-controlling interests pursuant to the application of Accounting Standards Codification Topic 810-10-45;

(c) increased or decreased (without duplication) by, as applicable, any adjustments resulting from the application of Accounting Standards Codification Topic 460 or any comparable regulation; and

(d) increased or decreased (to the extent not already included in determining Consolidated EBITDA) by any Pro Forma Adjustment.

There shall be included in determining Consolidated EBITDA for any period, without duplication, (A) the Acquired EBITDA of any Person, property, business or asset acquired by the Borrower or any Restricted Subsidiary during such period (but not the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired), to the extent not subsequently sold, transferred or otherwise disposed of by the Borrower or such Restricted Subsidiary during such period (each such Person, property, business or asset acquired and not subsequently so disposed of, an "Acquired Entity or Business"), and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "Converted Restricted Subsidiary"), based on the actual Acquired EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary for such period (including the portion thereof occurring prior to such acquisition) and (B) an adjustment in respect of each Acquired Entity or Business equal to the amount of the Pro Forma Adjustment with respect to such Acquired Entity or Business for such period (including the portion thereof occurring prior to such acquisition) as specified in a certificate executed by a Responsible Officer and delivered to the Lenders and the Administrative Agent. For purposes of determining the Consolidated EBITDA for any period, there shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than an Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or classified as discontinued operations by the Borrower or any Restricted Subsidiary during such period (each such Person, property, business or asset so sold or disposed of, a "Sold Entity or Business") and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "Converted Unrestricted Subsidiary"), based on the actual Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition).

"Consolidated First Lien Net Leverage Ratio" means, with respect to any most recently ended period of four consecutive fiscal quarters calculated on a Pro Forma Basis, the ratio of (a) Consolidated Total Debt (i) that is secured by a Lien on the Collateral on a *pari passu* or senior priority basis with the Liens securing the Facility (but without regard to the control of remedies) or (ii) that constitutes Capitalized Lease Obligations of the Borrower or any of its Subsidiaries, plus, the principal amount of ABL Obligations, as of the last day of such most recently ended period of four consecutive fiscal quarters calculated on a Pro Forma Basis to (b) Consolidated EBITDA of the Borrower and the Subsidiaries for such most recently ended period of four consecutive fiscal quarters calculated on a Pro Forma Basis.

"Consolidated Interest Expense" means, with respect to any Person for any period (and with respect to the Borrower and Restricted Subsidiaries, such Persons on a Consolidated basis), without duplication, the sum of:

(1) consolidated interest expense of such Person for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (a) amortization of original issue discount or premium resulting from the issuance of Indebtedness at less than par, (b) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances, (c) non-cash interest payments, (d) the interest component of Capitalized Lease Obligations and (e) net payments, if any, pursuant to interest rate obligations under any Swap Contracts with respect to Indebtedness); plus

(2) consolidated capitalized interest of such Person for such period, whether paid or accrued;less

(3) interest income for such period.

For purposes of this definition, interest on a Capitalized Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Capitalized Lease Obligation in accordance with GAAP.

"Consolidated Net Income" means, with respect to any Person for any period, the net income (loss) of such Person for such period determined on a consolidated basis in accordance with GAAP (and with respect to the Borrower and Restricted Subsidiaries, such Persons on a Consolidated basis); provided, however, that there will not be included in such Consolidated Net Income:

(1) any net income (loss) of any Person if such Person is not a Restricted Subsidiary, except that the Borrower's equity in the net income of any such Person for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed (or, so long as such Person is not (x) a JV Entity with outstanding third party indebtedness for borrowed money or (y) an Unrestricted Subsidiary, that (as reasonably determined by a Responsible Officer of the Borrower) could have been distributed by such Person during such period to the Borrower or a Restricted Subsidiary) as a dividend or other distribution or return on investment, subject, in the case of a dividend or other distribution or return on investment to a Restricted Subsidiary, to the limitations contained in clause (2) below;

(2) solely for the purpose of determining the Available Amount, any net income (loss) of any Restricted Subsidiary (other than any Guarantor) if such Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to a Borrower or a Guarantor by operation of the terms of such Restricted Subsidiary's charter or any agreement, instrument, judgment, decree, order, statute or governmental rule or regulation applicable to such Restricted Subsidiary or its shareholders (other than (a) restrictions that have been waived or otherwise released and (b) restrictions pursuant to the Loan Documents or the ABL Facility), except that the Borrower's equity in the net income of any such Restricted Subsidiary for such period will be included in such Consolidated Net Income up to the aggregate amount of cash or Cash Equivalents actually distributed or that could have been distributed by such Restricted Subsidiary during such period to the Borrower or another Restricted Subsidiary as a dividend or other distribution (subject, in

the case of a dividend to another Restricted Subsidiary, to the limitation contained above in this clause);

(3) any net gain (or loss) from disposed, abandoned or discontinued operations and any net gain (or loss) on disposal of disposed, discontinued or abandoned operations;

(4) any net gain (or loss) realized upon the sale or other disposition of any asset or disposed operations of the Borrower or any Restricted Subsidiary (including pursuant to any sale/leaseback transaction) which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by a Responsible Officer or the board of directors of the Borrower), including the gain on the sale of routes to independent operators;

(5) any extraordinary, exceptional, unusual or nonrecurring gain, loss, charge or expense (including relating to the Transaction Expenses), or any charges, expenses or reserves in respect of any restructuring, relocation, redundancy or severance expense, new product introductions or one-time compensation charges;

(6) the cumulative effect of a change in accounting principles;

(7) any (i) non-cash compensation charge or expense arising from any grant of stock, stock options or other equity based awards (including any long-term management equity incentive plans) and any non-cash deemed finance charges in respect of any pension liabilities or other provisions and (ii) income (loss) attributable to deferred compensation plans or trusts;

(8) all deferred financing costs written off and premiums paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness;

(9) any unrealized gains or losses in respect of any obligations under any Swap Contracts or any ineffectiveness recognized in earnings related to hedge transactions or the fair value of changes therein recognized in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of any obligations under any Swap Contracts;

(10) any unrealized foreign currency translation gains or losses in respect of Indebtedness of any Person denominated in a currency other than the functional currency of such Person and any unrealized foreign exchange gains or losses relating to translation of assets and liabilities denominated in foreign currencies;

(11) any unrealized foreign currency translation or transaction gains or losses in respect of Indebtedness or other obligations of the Borrower or any Restricted Subsidiary owing to the Borrower or any Restricted Subsidiary;

(12) any purchase accounting effects including, but not limited to, adjustments to inventory, property and equipment, software and other intangible assets and deferred revenue in component amounts required or permitted by GAAP and related authoritative pronouncements (including the effects of such adjustments pushed down to the Borrower and the Restricted Subsidiaries), as a result of any consummated acquisition (including the Supervalu Acquisition), or the amortization or write-off of any amounts thereof (including any write-off of in process research and development);

(13) any impairment charge, write-down or write-off, including impairment charges, write-downs or write-offs relating to goodwill, intangible assets, long-lived assets, investments in debt and equity securities or as a result of a Change in Law or regulation;

(14) any after-tax effect of income (loss) from the early extinguishment or cancellation of Indebtedness or any obligations under any Swap Contracts or other derivative instruments;

(15) accruals and reserves that are established within twelve months after the Closing Date that are so required to be established as a result of the Transaction in accordance with GAAP;

(16) any net unrealized gains and losses resulting from Swap Contracts or embedded derivatives that require similar accounting treatment and the application of Accounting Standards Codification Topic 815 and related pronouncements; and

(17) any deferred tax expense associated with tax deductions or net operating losses arising as a result of the Transactions, or the release of any valuation allowance related to such item.

In addition, to the extent not already excluded from the Consolidated Net Income of such Person, notwithstanding anything to the contrary in the foregoing, Consolidated Net Income shall exclude (i) any expenses and charges that are reimbursed by indemnification or other reimbursement provisions in connection with any investment (including the Supervalu Acquisition) or any sale, conveyance, transfer or other disposition of assets permitted hereunder (it being understood and agreed that if such Person has notified a third party of such amount to be reimbursed or indemnified and such third party has not denied its reimbursement or indemnification obligation, such amounts shall also be excluded) and (ii) to the extent covered by insurance and actually reimbursed, or, so long as the Borrower has made a determination that there exists reasonable evidence that such amount will in fact be reimbursed by the insurer and only to the extent that such amount is (A) not denied by the applicable carrier in writing within 180 days and (B) in fact reimbursed within 365 days of the date of such evidence (with a deduction for any amount so added back to the extent not so reimbursed within such 365 days), expenses with respect to liability or casualty events or business interruption.

"Consolidated Secured Net Leverage Ratio" means, with respect to any most recently ended period of four consecutive fiscal quarters calculated on a Pro Forma Basis, the ratio of (a) Consolidated Total Debt that is secured by a Lien on the property of the Borrower or any of its Subsidiaries to (b) Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for such most recently ended period of four consecutive fiscal quarters calculated on a Pro Forma Basis.

"Consolidated Total Debt" means, as of any date of determination, (a) the aggregate principal amount of Indebtedness of the Borrower and the Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Indebtedness resulting from the application of purchase accounting in connection with the Transaction or any Permitted Acquisition), consisting of Indebtedness for borrowed money (including debt obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments), Capitalized Lease Obligations, Purchase Money Debt and letters of credit (but only to the extent any letter of credit has been drawn but not reimbursed) minus (b) the aggregate amount of unrestricted cash and Cash Equivalents (in each case, free and clear of all Liens other than any nonconsensual Lien that is permitted under the Loan Documents, Liens of the Collateral Agent, Liens in favor of the ABL Facility Administrative Agent under the ABL Loan Documents and any Liens securing other Indebtedness

permitted hereunder to be secured by a Lien on the Collateral along with the Obligations) included in the Consolidated balance sheet of the Borrower and the Restricted Subsidiaries as of such date, which aggregate amount of cash and Cash Equivalents shall be determined without giving pro forma effect to the proceeds of Indebtedness incurred on such date; provided that Consolidated Total Debt shall not include obligations under Swap Contracts entered into in the ordinary course of business and not for speculative purposes.

"Consolidated Total Net Leverage Ratio" means, with respect to any most recently ended period of four consecutive fiscal quarters calculated on a Pro Forma Basis, the ratio of (a) Consolidated Total Debt as of the last day of such any most recently ended period of four consecutive fiscal quarters calculated on a Pro Forma Basis to (b) Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for such most recently ended period of four consecutive fiscal quarters calculated on a Pro Forma Basis.

"Consolidated Working Capital" means, at any date, the excess of (x) all amounts (other than cash and Cash Equivalents) that would, in conformity with GAAP, be set forth opposite the caption "total current assets" (or any like caption) on a Consolidated balance sheet of the Borrower and the Restricted Subsidiaries at such date over (y) all amounts that would, in conformity with GAAP, be set forth opposite the caption "total current liabilities" (or any like caption) on a Consolidated balance sheet of the Borrower and the Restricted Subsidiaries on such date, but excluding, without duplication, (a) the current portion of any Funded Debt or other long-term liabilities, (b) all Indebtedness consisting of Loans under the ABL Facility, Swingline Loans (as defined in the ABL Facility) and LC Obligations (as defined in the ABL Facility) to the extent otherwise included therein, (c) the current portion of interest, (d) the current portion of current and deferred income taxes, (e) the current portion of any Capitalized Lease Obligations, (f) deferred revenue arising from cash receipts that are earmarked for specific projects, (g) the current portion of deferred acquisition costs and (h) current accrued costs associated with any restructuring or business optimization (including accrued severance and accrued facility closure costs).

"Contract Consideration" has the meaning specified in the definition of "Excess Cash Flow."

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Contribution Indebtedness" means unsecured Indebtedness of the Borrower or any Restricted Subsidiary in an amount equal to the aggregate amount of cash contributions made after the Closing Date to the Borrower in exchange for Qualified Equity Interests of the Borrower, except to the extent utilized in connection with any other transaction permitted by Section 7.02, Section 7.06 or Section 7.08, and except to the extent such amount increases the Available Amount.

"Control" has the meaning specified in the definition of "Affiliate."

"Converted Restricted Subsidiary" has the meaning specified in the definition of "Consolidated EBITDA."

"Converted Unrestricted Subsidiary" has the meaning specified in the definition of "Consolidated EBITDA."

~~"Corresponding Loan Amount" has the meaning assigned to it in Section 9.16(c).~~

"Corresponding Tenor" with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

"Credit Extension" means a Borrowing.

"Customer Support Transaction" means any one of the following transactions entered into in the ordinary course of business of the Loan Parties and that is consistent with current practice of the Loan Parties (including those practices of the members of the Supervalu Group that shall become Loan Parties pursuant to the terms hereof on the Closing Date) as of August 30, 2018: (a) any sublease by a Loan Party to a customer of any Loan Party of leased real property or leased equipment of such Loan Party that constitutes a Capitalized Lease, (b) any lease by a Loan Party to a customer of any Loan Party of owned real property or equipment of such Loan Party that constitutes a Capitalized Lease, (c) any assignment of a lease of real property or equipment by any Loan Party that constitutes a Capitalized Lease to a customer of any Loan Party in connection with which the assigning Loan Party is not released from liability under such lease, (d) any guarantee by a Loan Party for the benefit of a third party of Indebtedness or operating lease obligations of a customer of any Loan Party, (e) any loan of money or property (other than ABL Priority Collateral) by a Loan Party to a customer, (f) any other transfer of equipment or real property not otherwise permitted pursuant to this Agreement by a Loan Party to a customer and (g) cash payments to new or existing customers to secure, maintain or expand business; provided that the foregoing clauses (a) through (g) shall not be construed to apply to the sale of inventory on credit by any Loan Party to a customer in the ordinary course of business.

"Customer Support Transaction Report" shall mean a report, in form and substance substantially similar to that provided by the applicable members of the Supervalu Group under their previously-existing credit facilities which are subject to the Refinancing, demonstrating in reasonable detail the aggregate exposure of all Loan Parties under Customer Support Transactions.

"Daily Simple SOFR" means, for any day~~,~~ (a "SOFR~~, with the conventions for this rate (which will include a lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining "Daily Simple SOFR" for syndicated business loans (provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion).~~ Rate Day"), a rate per annum equal to SOFR for the day (such day "SOFR Determination Date") that is five (5) Business Days prior to (i) if such SOFR Rate Day is a Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an Business Day, the 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 Lead Borrower. If by 5:00 p.m. (New York City time) on the second (2nd) Business Day immediately following any SOFR Determination Date, SOFR in respect of such SOFR Determination Date has not been published on the SOFR Administrator's Website and a Benchmark Replacement Date with respect to the Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Date will be SOFR as published in respect of the first preceding Business Day for which such SOFR was published on the SOFR Administrator's Website.

"Debt Fund Affiliate" means an Affiliate of a Company Competitor that is a bona fide debt fund or an investment vehicle that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of its

business and with respect to which neither such Company Competitor nor any other Affiliate of such Company Competitor (other than other Debt Fund Affiliates) makes investment decisions or has the power, directly or indirectly, to direct or cause the direction of such Debt Fund Affiliate's investment decisions.

"Debtor Relief Laws" means the Bankruptcy Code of the United States and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Declined Proceeds" has the meaning specified in Section 2.05(b)(vi).

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate equal to (a) with respect to any overdue principal for any Loan, the applicable interest rate for such Loan plus 2.00% per annum (provided that with respect to Term SOFR Loans, the determination of the applicable interest rate is subject to Section 2.02(c) to the extent that Term SOFR Loans may not be converted to, or continued as, Term SOFR Loans, pursuant thereto) and (b) with respect to any other overdue amount, including overdue interest, the interest rate applicable to Base Rate Loans plus 2.00% per annum, in each case, to the fullest extent permitted by applicable Laws.

"Defaulting Lender" means any Lender that (a) has failed or refused (in writing), within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Loans required to be funded by it or (ii) pay over to the Administrative Agent or any other Lender 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 the Borrower or the Administrative Agent or any other Lender in writing that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including the particular default, if any) to funding a Loan cannot be satisfied), (c) has failed, within three (3) Business Days after request by the Administrative Agent or any other Lender, 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, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon such Administrative Agent's or Lender's receipt of such certification in form and substance satisfactory to it and the Administrative Agent, (d) has become the subject of a Bankruptcy Event or (e) has become the subject of a Bail-In Action. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (e) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to the Section 2.16(c)) as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrower and each other Lender promptly following such determination.

"Designated Jurisdiction" means any country or territory that is the subject of any comprehensive Sanctions Laws and Regulations.

"Designated Non-Cash Consideration" means the fair market value of non-cash consideration received by the Borrower or any Restricted Subsidiary in connection with a Disposition

pursuant to Section 7.05(m) that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Responsible Officer of the Borrower setting forth the basis of such valuation.

"Discount Range" has the meaning specified in Section 2.05(d)(ii).

"Discounted Prepayment Option Notice" has the meaning specified in Section 2.05(d)(ii).

"Discounted Voluntary Prepayment" has the meaning specified in Section 2.05(d)(i).

"Discounted Voluntary Prepayment Notice" has the meaning specified in Section 2.05(d)(v).

"Disposed EBITDA" means, with respect to any Sold Entity or Business or any Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or such Converted Unrestricted Subsidiary, all as determined on a consolidated basis for such Sold Entity or Business or such Converted Unrestricted Subsidiary.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition (including any Sale Leaseback and any sale of Equity Interests) of any property by any Person, including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; provided that (i) "Disposition" and "Dispose" shall not be deemed to include any issuance by the Borrower of any of its Equity Interests to another Person and (ii) no transaction or series of related transactions shall be considered a "Disposition" for purposes of Section 2.05(b)(ii) or Section 7.05 unless the fair market value (as determined in good faith by the Borrower) of the property disposed of in such transaction or series of transactions shall exceed ~~(x) in the case of Specified Assets, $5,000,000 or (y) in the case of all other property,~~$10,000,000.

"Disqualified Equity Interests" means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of an initial public offering, change of control or asset sale so long as any rights of the holders thereof upon the occurrence of an initial public offering, change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than obligations under Secured Hedge Agreements) that are accrued and payable and the termination of all Term Commitments), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash or (d) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety-one (91) days after the Latest Maturity Date at the time such Equity Interests are issued.

"Disqualified Lenders" means, unless otherwise consented to by the Borrower in writing, (a) Company Competitors identified by the Borrower to the Administrative Agent by name in writing from time to time after the ~~Closing~~Amendment No. 4 Effective Date or (b) any affiliates of the foregoing that are readily identifiable ~~by virtue~~on the basis of the similarity of their names or that are identified in writing by the Borrower to the Administrative Agent from time to time, but excluding Debt Fund Affiliates. Notwithstanding anything in the Loan Documents to the contrary, the Administrative Agent shall not be responsible (or have any liability) for, or have any duty to ascertain, inquire into, monitor or enforce compliance with the provisions thereof relating to Disqualified Lenders. ~~Without limiting the generality of the foregoing, the Administrative Agent shall not (1) be obligated to ascertain, monitor or~~

~~inquire as to whether any Lender or participant or prospective Lender or participant is a Disqualified Lender or (2) have any liability with respect to or arising out of any assignment or participation of Loans or commitments, or disclosure of confidential information, to any Disqualified Lender; provided that (i) any permitted updates to the list of Disqualified Lenders will not become effective until one Business Day after such update has been provided to the Administrative Agent and (ii) no updates to the list of Disqualified Lenders shall be deemed to~~It is understood and agreed that (i) no written notice delivered pursuant to clause (a) or (b) above shall apply retroactively to disqualify any ~~parties that have~~Persons that have entered into a trade to acquire or any Person that has previously acquired an assignment or participation interest in ~~respect of the Term Commitments and Loans from continuing to hold or vote such previously acquired assignments and participations on the terms set forth herein for Lenders that are not Disqualified Lenders.~~any Loans if such Person was not a Disqualified Lender at the time of acquisition of such assignment or granting of such participation interest, (ii) any written notice delivered pursuant to clause (a) or (b) above shall be sent to the following email address at JPM in order to be deemed received or effective: mailto:JPMDQ_Contact@jpmorgan.com and (iii) any written notice delivered pursuant to clause (a) or (b) above shall not be effective until at least three Business Days following receipt by the Administrative Agent (and if disclosure to the Lenders is permitted, until at least three Business Days following disclosure to the Lenders). Notwithstanding the foregoing, the Borrower may, in respect of any assignment or participation, consent in writing to such assignment or participation being an assignment or participation to a Person that would otherwise be a Disqualified Lender (provided such writing includes a statement that the Borrower is aware such Person would otherwise be a Disqualified Lender), in which case such Person shall not be a Disqualified Lender for purposes of such assignment or participation.

"Distribution Center" means any real property used as a distribution center located in the United States that is owned by a Loan Party on the Amendment No. 4 Effective Date or is acquired by a Loan Party after the Amendment No. 4 Effective Date (or owned by any Person that becomes a Loan Party after the Amendment No. 4 Effective Date), including without limitation any real property described in the Lead Borrower's financial statements as a distribution center.

"Dollar" and "$" mean lawful money of the United States.

"ECF Percentage" has the meaning specified in Section 2.05(b)(i).

"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.

"Effective Yield" means, with respect to any Indebtedness, as of any date of determination, the sum of (i) the higher of (A) ~~the Adjusted~~ Term SOFR (or other applicable similar rate) for a one-month tenor in effect on such date and (B) the Floor, (ii) the Applicable Rate (or other applicable margin) as of such date for Term SOFR Loans (or other loans that accrue interest by reference

to a similar reference rate) and (iii) the amount of original issue discount and upfront fees thereon (converted to yield assuming a four-year average life and without any present value discount), but excluding the effect of any arrangement, commitment, structuring, underwriting, ticking, unused line, amendment, syndication and/or other fees payable in connection therewith that are not shared generally with all lenders or holders of such Indebtedness; provided that the amounts set forth in clauses (i) and (ii) above for any term loans that are not incurred under this Agreement shall be based on the stated interest rate basis for such term loans.

"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 Assignee" means any Assignee permitted by and consented to in accordance with Section 10.07(b).

"EMU Legislation" means the legislative measures of the European Council for the introduction of, changeover to or operation of a single or unified European currency.

"Environmental Laws" means any and all applicable Laws relating to pollution or protection of the Environment or to the generation, transport, storage, use, treatment, handling, disposal, Release or threat of Release of any Hazardous Materials or, to the extent relating to exposure to Hazardous Materials, human health or safety.

"Environmental Liability" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of or relating to any Loan Party or any of its respective Subsidiaries directly or indirectly resulting from or based upon (a) any Environmental Law, (b) the generation, use, handling, transportation, storage, disposal or treatment of any Hazardous Materials, (c) exposure of any Person to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement to the extent liability is assumed or imposed with respect to any of the foregoing.

"Environmental Notice" means a written notice from any Governmental Authority or other Person of any possible noncompliance with, investigation of a possible violation of, litigation relating to, or potential fine or liability under any Environmental Law, or with respect to any Release of Hazardous Materials, including any complaint, summons, citation, order, claim, demand or request for correction, remediation or otherwise.

"Equity Interests" means equity securities, ordinary shares, preference shares, deferred shares, other similar shares, 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 similar rights entitling the holder thereof to purchase or acquire any of the foregoing; provided that "Equity Interests" shall not include Indebtedness that is convertible into Equity Interests.

"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 is under common control with any Loan Party and is treated as a single employer within the meaning of

Section 414(b) or (c) of the Code (or Section 414(m) or (o) of the Code for purposes of provisions relating to Section 412 of the Code) or Section 4001 of ERISA.

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan, (b) a withdrawal by any Loan Party or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it 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, (c) a failure to satisfy the minimum funding standard under Section 412 of the Code or Section 302 of ERISA with respect to a Pension Plan, whether or not waived, or a failure to make any required contribution to a Multiemployer Plan, (d) a complete or partial withdrawal by any Loan Party or any ERISA Affiliate from a Multiemployer Plan, notification of any Loan Party or ERISA Affiliate concerning the imposition of Withdrawal Liability or notification that a Multiemployer Plan is insolvent within the meaning of Title IV of ERISA or in endangered status or critical status, within the meaning of Section 305 of ERISA, (e) the filing of a notice of intent to terminate, the treatment of a Pension Plan or Multiemployer Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan, (f) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan, (g) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Loan Party or any ERISA Affiliate, (h) a determination that any Pension Plan is, or is expected to be, in "at-risk" status (within the meaning of Section 303(i)(4)(A) of ERISA or Section 430(i)(4)(A) of the Code) or (i) the occurrence of a non-exempt prohibited transaction with respect to any Plan maintained or contributed to by any Loan Party (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could result in liability to any Loan Party.

~~"Erroneous Payment" has the meaning assigned to it in Section 9.16(a).~~

~~"Erroneous Payment Return Deficiency" has the meaning assigned to it in Section 9.16(c).~~

"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 specified in Section 8.01.

"Excess Cash Flow" means, for any period, an amount equal to the excess of:

(a) the sum, without duplication, of:

(i) Consolidated Net Income for such period;

(ii) an amount equal to the amount of all non-cash charges (including depreciation and amortization) to the extent deducted in arriving at such Consolidated Net Income;

(iii) decreases in Consolidated Working Capital for such period (other than any such decreases arising from acquisitions by the Borrower and the Restricted Subsidiaries completed during such period or the application of purchase accounting);

(iv) an amount equal to the aggregate net non-cash loss on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions

in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income; and

(v) cash receipts in respect of Swap Contracts during such period to the extent not otherwise included in Consolidated Net Income; over

(b) the sum, without duplication, of:

(i) an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income and cash charges (including interest) to the extent included in arriving at such Consolidated Net Income;

(ii) without duplication of amounts deducted pursuant to clause (xi) below in prior fiscal years, the amount of Capital Expenditures or acquisitions made in cash during such period, except to the extent that such Capital Expenditures or acquisitions were financed with the proceeds of an incurrence or issuance of long-term Indebtedness of the Borrower or the Restricted Subsidiaries (other than revolving loans);

(iii) the aggregate amount of all principal payments of Indebtedness of the Borrower and the Restricted Subsidiaries (including (A) payments of the principal component of Capitalized Lease Obligations and (B) the amount of repayments of Term Loans pursuant to Section 2.07 and any mandatory prepayment of Term Loans pursuant to Section 2.05(b) to the extent required due to a Disposition that resulted in an increase to such Consolidated Net Income and not in excess of the amount of such increase but excluding (X) all other prepayments of Term Loans, (Y) all prepayments under the ABL Facility and (Z) all prepayments in respect of any other revolving credit facility) made during such period, except to the extent financed with the proceeds of an incurrence or issuance of other long-term Indebtedness (other than revolving loans) of the Borrower or the Restricted Subsidiaries;

(iv) an amount equal to the aggregate net non-cash gain on Dispositions by the Borrower and the Restricted Subsidiaries during such period (other than Dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income;

(v) increases in Consolidated Working Capital for such period (other than any such increases arising from acquisitions by the Borrower and the Restricted Subsidiaries completed during such period or the application of purchase accounting);

(vi) cash payments by the Borrower and the Restricted Subsidiaries during such period in respect of long-term liabilities of the Borrower and the Restricted Subsidiaries other than Indebtedness (including such Indebtedness specified in clause (b)(iii) above);

(vii) without duplication of amounts deducted pursuant to clause (xi) below in prior periods, the amount of Investments and acquisitions made in cash during such period pursuant to Section 7.02 (other than Section 7.02(a), (d), (n) and (z)), except to the extent that such Investments and acquisitions were financed with the proceeds of an incurrence or issuance of long-term Indebtedness of the Borrower or the Restricted Subsidiaries (other than revolving loans);

(viii) the amount of Restricted Payments paid in cash during such period pursuant to Section 7.06 (other than Section 7.06(a) (solely in respect of amounts paid to the Borrower or a Restricted Subsidiary),(b) and (k)), except to the extent that such Restricted Payments were financed with the proceeds of an incurrence or issuance of long-term Indebtedness of the Borrower or the Restricted Subsidiaries (other than revolving loans);

(ix) the aggregate amount of any premium, make-whole or penalty payments actually paid in cash by the Borrower and the Restricted Subsidiaries during such period that are required to be made in connection with any prepayment of Indebtedness, except to the extent that such amounts were financed with the proceeds of an incurrence or issuance of long-term Indebtedness of the Borrower or the Restricted Subsidiaries (other than revolving loans);

(x) the aggregate amount of expenditures actually made by the Borrower and the Restricted Subsidiaries in cash during such period (including expenditures for the payment of financing fees) to the extent that such expenditures are not expensed during such period and were not financed with the proceeds of an incurrence or issuance of long-term Indebtedness of the Borrower or the Restricted Subsidiaries (other than revolving loans);

(xi) without duplication of amounts deducted from Excess Cash Flow in prior periods, the aggregate consideration required to be paid in cash by the Borrower or any Restricted Subsidiary pursuant to binding contracts (the "Contract Consideration") entered into prior to or during such period relating to Permitted Acquisitions, Capital Expenditures or acquisitions to be consummated or made during the period of four consecutive fiscal quarters of the Borrower following the end of such period except to the extent intended to be financed with the proceeds of an incurrence or issuance of long-term Indebtedness of the Borrower or the Restricted Subsidiaries (other than revolving loans); provided that to the extent the aggregate amount utilized to finance such Permitted Acquisitions, Capital Expenditures or acquisitions during such period of four consecutive fiscal quarters is less than the Contract Consideration, the amount of such shortfall shall be added to the calculation of Excess Cash Flow at the end of such period of four consecutive fiscal quarters;

(xii) the amount of cash Taxes (including penalties and interest) paid or tax reserves set aside or payable (without duplication) in such period to the extent they exceed the amount of tax expense deducted in determining Consolidated Net Income for such period; and

(xiii) cash expenditures in respect of Swap Contracts during such fiscal year to the extent not deducted in arriving at such Consolidated Net Income.

"Exchange Act" means the Securities Exchange Act of 1934.

"Excluded Equity" means Equity Interests of (i) any Unrestricted Subsidiary, (ii) any Subsidiary acquired pursuant to a Permitted Acquisition financed with Indebtedness permitted pursuant to Section 7.03(v) if such Equity Interests are pledged and/or mortgaged as security for such Indebtedness and if and for so long as the terms of such Indebtedness prohibit the creation of any other Lien on such Equity Interests (and which prohibition was not created in contemplation of such Permitted Acquisition), (iii) any CFC or FSHCO in excess of 65% of the issued and outstanding voting Equity

Interests and 100% of the nonvoting Equity Interests of each such CFC or FSHCO, (iv) any Subsidiary with respect to which the Administrative Agent and the Borrower have determined in their reasonable judgment and agreed in writing that the costs of providing a pledge of such Equity Interests or perfection thereof is excessive in view of the benefits to be obtained by the Secured Parties therefrom, (v) any captive insurance companies, not-for-profit Subsidiaries or special purpose entities, (vi) any non-Wholly Owned Restricted Subsidiary and (vii) any Subsidiary outside the United States (other than any Guarantor designated as such pursuant to the definition of "Guarantors") the pledge of which is prohibited by applicable Laws or which would reasonably be expected to result in a violation or breach of, or conflict with, fiduciary duties of such Subsidiary's officers, directors or managers.

"Excluded Property" means (i)(a) any interest in fee-owned real property that (x) ~~that has a book value (as determined in accordance with GAAP) of less than $10,000,000~~does not constitute Material Real Property or (y) solely to the extent such fee-owned real property is disposed of prior to the date that is ~~nine months~~90 days after the ~~Closing~~Amendment No. 4 Effective Date (or such longer period as may be agreed by the Administrative Agent), that is set forth on Schedule 1.01F and (b) any leasehold interests in real property (it being understood that no action shall be required with respect to creation or perfection of security interests with respect to such leases, including to obtain landlord waivers, estoppels or collateral access letters), (ii) (A) motor vehicles and other assets subject to certificates of title to the extent a Lien thereon cannot be perfected by the filing of a UCC financing statement, (B) letter of credit rights to the extent a Lien thereon cannot be perfected by the filing of a UCC financing statement and (C) commercial tort claims expected to result in a recovery of less than an amount set forth in the Security Agreement, (iii) assets for so long as a pledge thereof or a security interest therein is prohibited by applicable Laws or any permitted contractual obligation binding on such assets on the Closing Date (or, if later, the date such asset or right was acquired by the Borrower or the applicable Guarantor (or the date the owner of such asset or right became a Subsidiary) to the extent not entered into in contemplation of such acquisition), or the pledge or creation of a security interest in which would require governmental consent, approval, license or authorization, other than to the extent such prohibition or restriction is rendered ineffective under the UCC or other applicable Law, (iv) margin stock, (v) any cash, deposit accounts and securities accounts (including securities entitlements and related assets) (it being understood that this exclusion shall not affect the grant of the Lien on proceeds of Collateral and all proceeds of Collateral shall be Collateral), unless the foregoing constitutes ABL Priority Collateral in which case the foregoing shall not constitute Excluded Property until such time that it no longer constitutes ABL Priority Collateral, (vi) any lease, license or other agreements, or any property subject to a purchase money security interest, Capitalized Lease Obligation or similar arrangements, in each case to the extent permitted under the Loan Documents, to the extent that a pledge thereof or a security interest therein would violate or invalidate such lease, license or agreement, purchase money, Capitalized Lease, or similar arrangement, or create a right of termination in favor of any other party thereto (other than the Borrower or a Guarantor) after giving effect to the applicable anti-assignment clauses of the Uniform Commercial Code and applicable Laws, other than the proceeds and receivables thereof the assignment of which is expressly deemed effective under applicable Laws notwithstanding such prohibition, (vii) any assets (including Equity Interests) owned by any CFC or any FSHCO, (viii) assets for which a pledge thereof or a security interest therein would result in a material adverse tax consequence as reasonably determined by the Borrower (in consultation with the Administrative Agent), (ix) any assets not otherwise excluded by this definition for which the Borrower and the Administrative Agent have determined in their reasonable judgment and agree in writing that the cost of creating or perfecting such pledges or security interests therein would be excessive in view of the benefits to be obtained by the Lenders therefrom, (x) any intent-to-use trademark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a

security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal law and (xi) Excluded Equity.

"Excluded Subsidiary" means (a) any Subsidiary that is prohibited by applicable Law or by any contractual obligation existing on the Closing Date (or, if later, the date such Subsidiary first becomes a Subsidiary) from guaranteeing the Obligations (and in the case of such contractual obligation, not entered into in contemplation of the acquisition of such Subsidiary) or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee unless such consent, approval, license or authorization has been received, (b) any Restricted Subsidiary acquired pursuant to a Permitted Acquisition that, at the time of such Permitted Acquisition, has assumed secured Indebtedness not incurred in contemplation of such Permitted Acquisition and each Restricted Subsidiary that is a Subsidiary thereof that guarantees such Indebtedness to the extent such secured Indebtedness prohibits such Subsidiary from becoming a Guarantor (provided that each such Restricted Subsidiary shall cease to be an Excluded Subsidiary under this clause (b) if such secured Indebtedness is repaid or becomes unsecured, if such Restricted Subsidiary ceases to be an obligor with respect to such secured Indebtedness or such prohibition no longer exists, as applicable), (c) any Immaterial Subsidiary or Unrestricted Subsidiary, (d) captive insurance companies, (e) not-for-profit Subsidiaries, (f) special purpose entities, (g) any non-Wholly Owned Subsidiary, (h) any Foreign Subsidiary, (i) any Subsidiary of a Foreign Subsidiary, (j) any FSHCO, (k) any Subsidiary of a FSHCO, and (l) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent (confirmed in writing by notice to the Borrower), the cost or other consequences (including any adverse tax consequences) of providing a Guarantee shall be excessive in view of the benefits to be obtained by the Lenders therefrom; in each case of this definition, unless such Subsidiary is designated by the Borrower as a Guarantor pursuant to the definition of "Guarantors"; provided that in no event shall ~~the~~any Co-Borrower be an Excluded Subsidiary.

"Excluded Swap Obligation" means, with respect to a Loan Party, each Swap Obligation as to which, and only to the extent that, such Loan Party's guaranty of or grant of a Lien as security for such Swap Obligation is or becomes illegal under the Commodity Exchange Act because the Loan Party does not constitute an "eligible contract participant" as defined in the act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Loan Party and all guarantees of Swap Obligations by other Loan Parties) when such guaranty or grant of Lien becomes effective with respect to the Swap Obligation. If a Swap Contract governs more than one Swap Obligation, only the Swap Obligation(s) or portions thereof described in the foregoing sentence shall be Excluded Swap Obligation(s) for the applicable Loan Party.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan, Term Commitment or Incremental Revolving Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan, Term Commitment or Incremental Revolving Commitment (other than pursuant to an assignment request by the Borrower under Section 3.06(a)) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 3.01, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately

before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 3.01(f) and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing UNFI ABL Credit Agreement" has the meaning specified in the preliminary statements to this Agreement.

"Extended Term Loans" has the meaning specified in Section 2.15(a).

"Extension" has the meaning specified in Section 2.15(a).

"Extension Offer" has the meaning specified in Section 2.15(a).

"Facility" means a Class of Term Loans.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

"FCPA" means the United States Foreign Corrupt Practices Act of 1977, as amended.

"Federal Funds Rate" means, for any day, the rate ~~per annum equal to the weighted average of the rates on overnight~~calculated by the NYFRB based on such day's federal funds transactions ~~with members of the Federal Reserve System, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so~~by depositary institutions, as determined in such manner as shall be set forth on the NYFRB's Website from time to time, and published on the next succeeding Business Day ~~and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Administrative Agent on such day on such transactions determined by the Administrative Agent~~ by the NYFRB as the effective federal funds rate. If the Federal Funds Rate is less than zero, it shall be deemed to be zero hereunder.

~~"Fee Letter" means the second amended and restated fee letter dated August 8, 2018 by and among, *inter alios*, the Lead Arrangers and the Borrower.~~

"Fixed Amounts" has the meaning specified in Section 1.09(b).

"Flood Certificate Documents" means, collectively, (i) a life of loan Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each Mortgaged Real Property, delivered to the Administrative Agent, duly executed and acknowledged by the Borrower or appropriate Subsidiary (or, at the Administrative Agent's election, a duly executed and acknowledged notice provided by the Administrative Agent), and (ii) if any portion of any Mortgaged Real Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a special flood hazard area, (A) flood insurance in an amount and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws or as otherwise reasonably required by the Administrative Agent and Lenders and (B)

evidence of such compliance, including evidence of payment, in form and substance reasonably acceptable to the Administrative Agent.

"Flood Insurance Laws" means, collectively, (i) the National Flood Insurance Act of 1968 as now or hereafter in effect or any successor statute thereto, (ii) the Flood Disaster Protection Act of 1973 as now or hereafter in effect or any successor statue thereto, (iii) the National Flood Insurance Reform Act of 1994 as now or hereafter in effect or any successor statute thereto, (iv) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (v) the Biggert-Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Floor" means 0.00%.

"Foreign Plan" means any employee benefit plan, program, policy, arrangement or agreement that is not subject to U.S. law and is maintained or contributed to or by, or entered into with, the Borrower or any Restricted Subsidiary with respect to employees outside the United States.

"Foreign Subsidiary" means any Subsidiary that is organized under the laws of any political subdivision of any jurisdiction other than the United States.

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

"FSHCO" means any Subsidiary that owns no material assets (directly or through one or more entities treated as flow-through entities for U.S. federal income tax purposes) other than Equity Interests (or Equity Interests and Indebtedness) of one or more CFCs.

"Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities.

"Funded Debt" means all Indebtedness of the Borrower and the Restricted Subsidiaries for borrowed money that matures more than one year from the date of its creation or matures within one year from such date that is renewable or extendable, at the option of such Person, to a date more than one year from such date or arises under a revolving credit or similar agreement that obligates the lender or lenders to extend credit during a period of more than one year from such date, including Indebtedness in respect of the Loans.

"GAAP" means generally accepted accounting principles in the United States, as in effect from time to time; provided that (A) if the Borrower notifies the Administrative Agent that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the Closing Date in GAAP or in the application thereof on the operation of such provision (or if the Administrative Agent notifies the Borrower that the Required Lenders request an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith, (B) at any time after the Closing Date, the Borrower may elect, upon notice to the Administrative Agent, to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided herein), including as to the ability of the Borrower or the Required Lenders to make an election pursuant to clause (A) of this proviso, (C) any

election made pursuant to clause (B) of this proviso, once made, shall be irrevocable, (D) any calculation or determination in this Agreement that requires the application of GAAP for periods that include fiscal quarters ended prior to the Borrower's election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP and (E) the Borrower may only make an election pursuant to clause (B) of this proviso if it also elects to report any subsequent financial reports required to be made by the Borrower, including pursuant to Sections 6.01(a) and (b), in IFRS.

"GAAP Consolidated Members" means, with respect to any Person, all other Persons including its Subsidiaries that are required to be Consolidated with such Person in accordance with GAAP.

"Governmental Authority" means any nation or government, any state, provincial, country, territorial or other political subdivision thereof, or any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Granting Lender" has the meaning specified in Section 10.07(h).

"Grower Payables" means, collectively, accounts payable or other similar payment obligations, arising in the ordinary course of business, owed to or otherwise in favor of any seller of perishable agricultural commodities that has a PACA license.

"~~GS Bank" has the meaning specified in the introductory paragraph hereof~~Guarantee" means the providing of any Guarantee Obligations.

"Guarantee Obligations" means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other monetary obligation payable or performable by another Person (the "primary obligor") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other monetary obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance of such Indebtedness or other monetary obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other monetary obligation or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness or other monetary obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part) or (b) any Lien on any assets of such Person securing any Indebtedness or other monetary obligation of any other Person, whether or not such Indebtedness or other monetary obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term "Guarantee Obligations" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Closing Date or entered into in connection with any acquisition or disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee Obligation shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith.

"Guarantors" has the meaning specified in the definition of "Collateral and Guarantee Requirement." For avoidance of doubt, the Borrower in its sole discretion may cause any Restricted Subsidiary that is not a Guarantor to Guarantee the Obligations by causing such Restricted Subsidiary to execute and deliver to the Administrative Agent a Guaranty Supplement (as defined in the Guaranty), and any such Restricted Subsidiary shall thereafter be a Guarantor, Loan Party and Subsidiary Guarantor hereunder for all purposes; provided that if such Restricted Subsidiary is not organized in the United States, (i) the jurisdiction of organization of such Restricted Subsidiary shall be reasonably satisfactory to the Collateral Agent if acting as Collateral Agent or entering into Loan Documents with Subsidiaries in such jurisdiction is prohibited by applicable Law or would expose the Collateral Agent, in its capacity as such, to material additional liabilities and (ii) such Restricted Subsidiary shall have complied with the Collateral and Guarantee Requirement prior to the becoming a Guarantor.

"Guaranty" means, collectively, (a) the Closing Date Guaranty Agreement substantially in the form of Exhibit F and (b) each other guaranty and guaranty supplement delivered pursuant to Section 6.10.

"Hazardous Materials" means all hazardous, toxic, explosive or radioactive substances or wastes, and all other chemicals, pollutants, contaminants, substances or wastes of any nature regulated pursuant to any applicable Law relating to the Environment because of their hazardous, toxic, dangerous or deleterious characteristics or properties, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas and toxic mold.

"Hedge Bank" means any Person that is a Lender, an Agent, a Lead Arranger or an Affiliate of the foregoing (x) at the time it enters into a Secured Hedge Agreement or (y) in the case of any Swap Contract existing on the ~~Closing~~Amendment No. 4 Effective Date, on the ~~Closing~~Amendment No. 4 Effective Date.

"IFRS" means International Financial Reporting Standards as adopted in the European Union.

"Immaterial Subsidiary" means, at any date of determination, each Restricted Subsidiary that has been designated by the Borrower in writing to the Administrative Agent as an "Immaterial Subsidiary" for purposes of this Agreement (and not redesignated as a Material Subsidiary as provided below) provided that (a) for purposes of this Agreement, at no time shall (i) the total assets of all Immaterial Subsidiaries at the last day of the most recent Test Period equal or exceed 5% of the total assets of the Borrower and the Restricted Subsidiaries at such date or (ii) the gross revenues for such Test Period of all Immaterial Subsidiaries equal or exceed 5% of the gross revenues of the Borrower and the Restricted Subsidiaries for such period, in each case determined on a consolidated basis in accordance with GAAP, (b) the Borrower shall not designate any new Immaterial Subsidiary if such designation would not comply with the provisions set forth in clause (a) above, (c) if the total assets or gross revenues of all Restricted Subsidiaries so designated by the Borrower as "Immaterial Subsidiaries" (and not redesignated as "Material Subsidiaries") shall at any time exceed the limits set forth in clause (a) above, then all such Restricted Subsidiaries shall be deemed to be Material Subsidiaries unless and until the Borrower shall redesignate one or more Immaterial Subsidiaries as Material Subsidiaries, in each case in a written notice to the Administrative Agent, and, as a result thereof, the total assets and gross revenues of all Restricted Subsidiaries still designated as "Immaterial Subsidiaries" do not exceed such limits and (d) the Borrower shall not designate any Subsidiary as an Immaterial Subsidiary if such Subsidiary owns Material Real Property; provided further that the Borrower may designate and re-designate a Restricted Subsidiary as an Immaterial Subsidiary at any time, subject to the terms set forth in this definition.

"Incremental Facilities" has the meaning specified in Section 2.14(a).

"Incremental Facility Amendment" has the meaning specified in Section 2.14(d).

"Incremental Facility Closing Date" has the meaning specified in Section 2.14(e).

"Incremental Incurrence Test" has the meaning specified in Section 2.14(a).

"Incremental Revolving Commitments" has the meaning specified in Section 2.14(a).

"Incremental Revolving Loans" has the meaning specified in Section 2.14(a).

"Incremental Term Loans" has the meaning specified in Section 2.14(a). For the avoidance of doubt, after giving effect to Amendment No. 4, the 2024 Term Loans shall not constitute "Incremental Term Loans" for purposes of this Agreement.

"Incurrence Based Amounts" has the meaning specified in Section 1.09(b).

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all letters of credit (including standby and commercial), banker's acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net obligations of such Person under any Swap Contract;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business and (ii) any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and if not paid within thirty (30) days after becoming due and payable);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness;

(g) all obligations of such Person in respect of Disqualified Equity Interests; and

(h) all Guarantee Obligations of such Person in respect of any of the foregoing.

For all purposes hereof, the Indebtedness of any Person shall (A) include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation,

company, or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Indebtedness is otherwise limited and only to the extent such Indebtedness would be included in the calculation of Consolidated Total Debt and (B) in the case of the Borrower and the Restricted Subsidiaries, exclude all intercompany Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business consistent with past practice. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Indebtedness of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

"Indemnified Liabilities" has the meaning specified in Section 10.05.

"Indemnified Taxes" means (a) all Taxes, other than Excluded Taxes, imposed on or in respect of any payment made by or on account of any Loan Party under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

"Indemnitees" has the meaning specified in Section 10.05.

"Information" has the meaning specified in Section 10.08.

~~"Initial Term Commitment" means, as to each Initial Term Lender, its obligation to make an Initial Term Loan to the Borrower pursuant to Section 2.01(a) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01(a) under the caption "Initial Term Commitment" or in the Assignment and Assumption pursuant to which such Initial Term Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of the Initial Term Commitments is $1,800,000,000.~~

~~"Initial Term Lender" means, at any time, any Lender that has an Initial Term Commitment or an Initial Term Loan at such time.~~

~~"Initial Term Loan" means a Loan made pursuant to Section 2.01(a).~~

"Intellectual Property Security Agreements" means any agreement executed on or after the Closing Date confirming or effecting the grant of any Lien on intellectual property owned by any Loan Party to the Administrative Agent, for the benefit of the Secured Parties, in accordance with this Agreement and the Security Agreement.

"Intercreditor Agreement" means the Intercreditor Agreement substantially in the form of Exhibit G among the Collateral Agent, Wells Fargo Bank ~~of America, N.A.~~, National Association, as collateral agent under the ABL Credit Agreement and the representatives for purposes thereof for holders of one or more other classes of Indebtedness, the Borrower and the other parties thereto, as amended, restated, supplemented or otherwise modified from time to time in accordance with the requirements thereof and of this Agreement, and which shall also include any replacement intercreditor agreement entered into in accordance with the terms hereof.

"Interest Payment Date" means (a) as to any Loan other than a Base Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date of the Facility under which such Loan was made; provided that if any Interest Period for a Term SOFR Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be

Interest Payment Dates; and (b) as to any Base Rate Loan, the last Business Day of each March, June, September and December and the Maturity Date of the Facility under which such Loan was made.

"Interest Period" means, as to each Term SOFR Loan, the period commencing on the date such Loan is disbursed or converted to or continued as a Term SOFR Loan and ending on the date one, three or six months thereafter as selected by the Borrower in its Committed Loan Notice; provided that:

(a) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day;

(b) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period;

(c) no Interest Period shall extend beyond the Maturity Date of the Facility under which such Loan was made; and

(d) no tenor that has been removed from this definition pursuant to Section 2.19 shall be available for specification in such Committed Loan Notice.

Notwithstanding the foregoing, the Borrower may select an initial Interest Period for the ~~Initial Term Loans and the Term B-2~~2024 Term Loans ending on the date that is no more than three (3) months after the ~~Closing~~Amendment No. 4 Effective Date that is, subject to clause (a) of the definition of "Interest Period," the ~~next succeeding December 31, March 31, June 30 or September 30~~last day of any month following the ~~Closing~~Amendment No. 4 Effective Date.

"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 Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee Obligation with respect to any obligation 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 (excluding, in the case of the Borrower and the Restricted Subsidiaries, intercompany loans, advances, or Indebtedness having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business consistent with past practice) or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. 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 but giving effect to any returns or distributions of capital or repayment of principal actually received in cash by such other Person with respect thereto (but only to the extent that the aggregate amount of all such returns, distributions and repayments with respect to such Investment does not exceed the principal amount of such Investment and less any such amount which increases the Available Amount; it being understood that any returns of capital or sale proceeds actually received in cash in respect of any Investments in excess of the amount of such Investment valued at cost at the time such Investment was made shall increase the Available Amount (to the extent such excess amount of returns or proceeds would otherwise increase the Available Amount pursuant to the definition thereof)).

"IP Rights" has the meaning specified in Section 5.14.

"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.

"Judgment Currency" has the meaning specified in Section 10.17.

"Junior Debt" means Indebtedness incurred by a Loan Party that is (x) in excess of the Threshold Amount and subordinated in right of payment to the prior payment of all Obligations of such Loan Party under the Loan Documents, (y) in excess of the Threshold Amount and junior in priority to the Liens securing the Obligations or (z) in excess of the Threshold Amount and is unsecured, to the extent, in the case of this clause (z), any prepayment, redemption, purchase, defeasance or other satisfaction prior to the scheduled maturity thereof is funded by a Borrowing. For the avoidance of doubt, Junior Debt shall not include the ABL Facility.

"Junior Debt Documents" means any agreement, indenture or instrument pursuant to which any Junior Debt is issued, in each case as amended to the extent permitted under the Loan Documents.

"JV Entity" means any joint venture of the Borrower or any Restricted Subsidiary that is not a Subsidiary.

"JPMorgan" means JPMorgan Chase Bank, N.A.

"Latest Maturity Date" means, at any date of determination, the latest Maturity Date applicable to any Loan or Term Commitment hereunder at such time, including the latest maturity date of any Extended Term Loan or Incremental Term Loan, in each case as extended in accordance with this Agreement from time to time.

"Laws" means, collectively, all international, foreign, federal, state, provincial and local laws (including common laws), statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority. For purposes of Article III, the definition of "Laws" shall include FATCA.

"LCA Election" has the meaning specified in Section 1.09(a).

"LCA Test Date" has the meaning specified in Section 1.09(a).

"Lead Arrangers" means, collectively, ~~Goldman Sachs~~(i) JPMorgan Chase Bank~~ USA, Bank of America~~, N.A.~~ and U.S.~~, BofA Securities, Inc., US Bank National Association, UBS Securities LLC and Barclays Bank PLC in their capacities as joint lead arrangers and joint bookrunners and (ii) TD Securities (USA) LLC, Truist Securities, Inc., Capital One National Association, RBC Capital Markets, LLC, Citizens Bank, N.A., Coöperatieve Rabobank U.A, New York Branch and PNC Capital Markets LLC, in their capacities as joint lead arrangers and co-documentation agents, in each case, with respect to ~~this Agreement~~the 2024 Term Loans.

"Lead Borrower" means United Natural Foods, Inc., a Delaware corporation.

"Lenders" has the meaning specified in the introductory paragraph to this Agreement and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a "Lender."

"Lender Participation Notice" has the meaning specified in Section 2.05(d)(iii).

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, assignment (by way of security or otherwise), deemed trust, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing).

"Limited Condition Transaction" means (x) any Permitted Acquisition or other similar investment, including by way of merger, by the Borrower or one or more of the Restricted Subsidiaries permitted pursuant to this Agreement whose consummation is not conditioned upon the availability of, or on obtaining, third party financing and (y) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of indebtedness requiring irrevocable notice in advance of such redemption, repurchase, satisfaction and discharge or repayment.

"Loan" means an extension of credit by a Lender to a Borrower under Article II in the form of a Term Loan (including any Incremental Term Loans or Extended Term Loans) or an Incremental Revolving Loan.

"Loan Documents" means, collectively, (i) this Agreement, (ii) the Term Notes, (iii) the Intercreditor Agreement, (iv) each Guaranty and (v) the Collateral Documents, in each case as amended in accordance with this Agreement.

"Loan Parties" means, collectively, (i) the Lead Borrower, (ii) the ~~Co-Borrower~~Co-Borrowers and (iii) each other Guarantor.

"Master Agreement" has the meaning specified in the definition of "Swap Contract."

"Material Adverse Effect" means the effect of any event or circumstance that, taken alone or in conjunction with other events or circumstances, (a) has or could be reasonably expected to have a material adverse effect on the business, operations, properties or condition (financial or otherwise) of the Loan Parties, taken as a whole, on the value of any material portion of the Collateral, on the enforceability of any Loan Documents, or on the validity or priority of any Agent's Liens on any Collateral, (b) impairs the ability of the Loan Parties, taken as a whole, to perform their payment obligations under the Loan Documents or (c) otherwise results in a material adverse effect on the ability of any Agent or any Lender to enforce or collect any Obligations under the Loan Documents or to realize upon any Collateral.

"Material Real Property" means (i)(a) any real property owned by a Loan Party on the ~~Closing~~Amendment No. 4 Effective Date having a book value (as determined in accordance with GAAP) in excess of $10,000,000, each of which is set forth on Schedule 1.01E and (b) any owned real property acquired by any Loan Party following the ~~Closing~~Amendment No. 4 Effective Date (or owned by any Person that becomes a Loan Party after the ~~Closing~~Amendment No. 4 Effective Date) located in the

United States with a book value (as determined in accordance with GAAP) in excess of $10,000,000 and (ii) any other real property that constitutes a Distribution Center.

"Material Subsidiary" means, at any date of determination, each Restricted Subsidiary that is not an Immaterial Subsidiary (but including, in any case, any Restricted Subsidiary that has been designated as a Material Subsidiary as provided in, or that has been designated as an Immaterial Subsidiary in a manner that does not comply with, the definition of "Immaterial Subsidiary").

"Maturity Date" means (a) with respect to ~~Initial~~the 2024 Term Loans, ~~October 22, 2025~~May 1, 2031 (the "Scheduled Loan Maturity Date"); provided that (i) (x) if, ~~on or~~ prior to ~~December 31, 2024~~the date 91 days prior to September 27, 2027, the Whole Foods Contract shall not have been extended ~~until at least October 23, 2025~~to a date that is after September 27, 2027 on terms not materially less favorable, taken as a whole, to the Borrower and its Subsidiaries than those in effect on the ~~date hereof~~Amendment No. 4 Effective Date, then the Maturity Date shall ~~be December 31, 2024, (b) with respect to Term B-2 Term Loans, October 21, 2019,~~instead be the date 91 days prior to September 27, 2027 and (y) if the Whole Foods Contract shall have been extended on terms not materially less favorable, taken as a whole, to the Borrower and its Subsidiaries than those in effect on the Amendment No. 4 Effective Date but the Whole Foods Contract as so extended (or as subsequently further extended on terms not materially less favorable, taken as a whole, to the Borrower and its Subsidiaries than those in effect on the Amendment No. 4 Effective Date) has an expiration date prior to the Scheduled Loan Maturity Date, then the Maturity Date shall instead be the date 91 days prior to the expiration date of the Whole Foods Contract as so extended (or as so subsequently further extended) and (b) if, prior to the date that is 91 days prior to the 2028 Notes Maturity Date, the Borrower has not refinanced or replaced the 2028 Notes such that no more than $100,000,000 in aggregate principal amount of (i) 2028 Notes and (ii) any refinancing Indebtedness in respect of 2028 Notes that matures earlier than 91 days after the Scheduled Loan Maturity Date, then the Maturity Date shall instead be 91 days prior to the 2028 Notes Maturity Date, (c) with respect to any Extended Term Loan, the maturity date applicable to such Extended Term Loan in accordance with the terms hereof or (d) with respect to any Incremental Term Loan or Incremental Revolving Loan, as applicable, the maturity date applicable to such Incremental Term Loan or Incremental Revolving Loan, as applicable, in accordance with the terms hereof; provided that if any such day is not a Business Day, the Maturity Date shall be the Business Day immediately preceding such day.

"Maximum Tender Condition" has the meaning specified in Section 2.17(b).

"MFN Adjustment" has the meaning specified in Section 2.14(b).

"Minimum Extension Condition" has the meaning specified in Section 2.15(b).

"Minimum Tender Condition" has the meaning specified in Section 2.17(b).

"Minimum Tranche Amount" has the meaning specified in Section 2.15(b).

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Mortgage Supporting Documents" means, with respect to a Mortgage for a parcel of Material Real Property, each of the following:

(a) (i) a Mortgagee's Title Insurance Policy, dated a date reasonably satisfactory to the Administrative Agent, which shall (A) be in an amount not less than the amount secured by the underlying mortgage of such parcel of Material Real Property in form and substance satisfactory to the

Administrative Agent, (B) be issued at ordinary rates, (C) insure that the Lien granted pursuant to the Mortgage insured thereby creates a valid first Lien on such parcel of Material Real Property free and clear of all defects and encumbrances, except for Liens permitted under Section 7.01 and for such defects and encumbrances as may be approved by the Administrative Agent, (D) name the Administrative Agent for the benefit of the Secured Parties as the insured thereunder, (E) be in the form of ALTA Loan Policy - ~~2006~~2021 (or such local equivalent thereof as is reasonably satisfactory to the Administrative Agent), (F) contain a comprehensive lender's endorsement (including, but not limited to, a revolving credit endorsement and a floating rate endorsement) and such other endorsements or affirmative insurance reasonably required by the Administrative Agent, (G) be issued by a nationally-recognized title insurance company or any other title company reasonably satisfactory to the Administrative Agent (including any such title companies acting as co-insurers or reinsurers) and (H) be otherwise in form and substance reasonably satisfactory to the Administrative Agent, (ii) a copy of all documents referred to, or listed as exceptions to title, in such title policy (or policies) in each case in form and substance reasonably satisfactory to the Administrative Agent and (iii) such affidavits, certificates, information (including financial data) and instruments of indemnification (including a so-called "gap" indemnification) as shall be required to induce the title insurance company to issue the Mortgagee's Title Insurance Policy and endorsements reasonably requested by the Administrative Agent;

(b) an ALTA survey by a duly registered and licensed land surveyor for which all necessary fees have been paid, dated within the 90-day period prior to the date of the applicable Mortgage, certified to the Administrative Agent in a manner satisfactory to the Administrative Agent; provided that, if the Borrower is able to obtain a "no change" affidavit acceptable to the title company and does deliver such certificate to the title company to enable it to issue a title policy (i) removing all exceptions which would otherwise have been raised by the title company as a result of the absence of a new survey for such Material Real Property and (ii) including all endorsements that would otherwise have been included had a new survey been obtained, then a new survey shall not be required;

(c) evidence in form and substance reasonably satisfactory to the Administrative Agent that all premiums in respect of each Mortgagee's Title Insurance Policy, all recording fees and stamp, documentary, intangible or mortgage taxes, if any, in connection with the Mortgage have been paid;

(d) customary written opinions, addressed to the Administrative Agent and the Lenders, of local counsel to the Loan Parties in each jurisdiction (i) where a Mortgaged Real Property is located and (ii) where the applicable Loan Party granting the Mortgage on said Mortgaged Real Property is organized, regarding the due execution and delivery and enforceability of each such Mortgage, the corporate formation, existence and good standing of the applicable Loan Party, and due execution, authorization, enforceability, perfection and such other matters as may be reasonably requested by the Administrative Agent, each in form and substance reasonably satisfactory to the Administrative Agent; and

(e) such other agreements, documents and instruments in form and substance reasonably satisfactory to the Administrative Agent as the Administrative Agent deems necessary or appropriate to create, register or otherwise perfect, maintain, evidence the existence, substance, form or validity of, or enforce a valid and enforceable first priority lien on such parcel of Material Real Property in favor of the Administrative Agent for the benefit of the Secured Parties (or in favor of such other trustee as may be required or desired under local law) subject only to (i) Liens permitted under Section 7.01 and (ii) such other Liens as the Administrative Agent may reasonably approve.

"Mortgaged Real Property" means the Material Real Property that becomes subject to a Mortgage in accordance with the Collateral and Guarantee Requirement.

"Mortgagee's Title Insurance Policy" means a mortgagee's title policy (or policies) or marked-up unconditional binder (or binders) for such insurance (or other evidence reasonably acceptable to the Administrative Agent proving ownership thereof).

"Mortgages" means the mortgages, deeds of trust or other real estate security documents made or required herein to be made by any Loan Party, each in form and substance reasonably satisfactory to the Administrative Agent.

"Multiemployer Plan" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Loan Party or any ERISA Affiliate makes or is obligated to make contributions, or during the immediately preceding five (5) plan years, has made or been obligated to make contributions.

"Net Cash Proceeds" means:

(a) with respect to the Disposition of any asset by the Borrower or any Restricted Subsidiary or any Casualty Event, an amount equal to the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Disposition or Casualty Event (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received by or paid to or for the account of the Borrower or any Restricted Subsidiary) over (ii) the sum of (A) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness that is secured by the asset subject to such Disposition or Casualty Event and that is required to be repaid (and is timely repaid) in connection with such Disposition or Casualty Event (other than Indebtedness under the Loan Documents and Indebtedness that is secured by Liens ranking junior to or *pari passu* with the Liens securing Obligations under the Loan Documents), (B) the out-of-pocket fees and expenses (including attorneys' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses, and brokerage, consultant and other customary fees) actually incurred by the Borrower or such Restricted Subsidiary in connection with such Disposition or Casualty Event, (C) Taxes paid or reasonably estimated to be actually payable in connection therewith (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to the Borrower), and (D) any reserve for adjustment in respect of (x) the sale price of such asset or assets or purchase price adjustment established in accordance with GAAP and (y) any liabilities associated with such asset or assets and retained by the Borrower or any Restricted Subsidiary after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or with respect to any indemnification obligations associated with such transaction, it being understood that "Net Cash Proceeds" shall include (i) any cash or Cash Equivalents received upon the Disposition of any non-cash consideration by the Borrower or any Restricted Subsidiary in any such Disposition and (ii) upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in clause (D) above or if such liabilities have not been satisfied in cash and such reserve is not reversed within 365 days after such Disposition or Casualty Event, the amount of such reserve; and

(b) (i) with respect to the incurrence or issuance of any Indebtedness by the Borrower or any Restricted Subsidiary, the excess, if any, of (x) the sum of the cash received in connection with such incurrence or issuance over (y) the investment banking fees, underwriting discounts, commissions, Taxes, costs and other out-of-pocket expenses and other customary expenses incurred by the Borrower or such Restricted Subsidiary in connection with such incurrence or issuance and (ii) with respect to any Permitted Equity Issuance by any direct or indirect parent of the Borrower, the amount of cash from such Permitted Equity Issuance contributed to the capital of the Borrower.

"Non-Consenting Lender" has the meaning specified in Section 3.06(d).

"Non-Extending Lender" means any Lender that elects not to participate in an Extension pursuant to Section 2.15(c).

"Non-Loan Party" means any Restricted Subsidiary that is not a Loan Party.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined would be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

"Obligations" means (x) all advances to, and debts, liabilities, obligations, covenants and duties of, any Loan Party or other Subsidiary arising under any Loan Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against any Loan Party or any other Subsidiary 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 claims in such proceeding and (y) all obligations of any Loan Party or any other Restricted Subsidiary arising under any Secured Hedge Agreement; provided, that Obligations of a Loan Party shall not include its Excluded Swap Obligations. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents (and of any of their Subsidiaries to the extent they have obligations under the Loan Documents) include (a) the obligation (including guarantee obligations) to pay principal, interest, reimbursement obligations, charges, expenses, fees, Attorney Costs, indemnities and other amounts, in each case, payable by any Loan Party or any other Subsidiary under any Loan Document and (b) the obligation of any Loan Party or any other Subsidiary to reimburse any amount in respect of any of the foregoing that any Lender, in its sole discretion, may elect to pay or advance on behalf of such Loan Party or such Subsidiary.

"OFAC" means the Office of Foreign Assets Control of the U.S. Treasury Department.

"Offered Loans" has the meaning specified in Section 2.05(d)(iii).

"Organization Documents" means (a) with respect to any corporation or company, the certificate or articles of incorporation, the memorandum and articles of association, any certificates of change of name and/or the bylaws; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement and (c) with respect to any partnership,

joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, declaration, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Applicable Indebtedness" has the meaning specified in Section 2.05(b)(ii).

"Other Connection Taxes" means, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a Lien under, engaged in any other transaction pursuant to, or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a Lien under, or otherwise with respect to, any Loan Document, except such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 3.06).

"Outstanding Amount" means, with respect to the Term Loans, the amount of the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of Term Loans.

"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.

"PACA" means the Perishable Agricultural Commodities Act (7 U.S.C. § 499a *et seq.*).

"PACA Claim" means, with respect to any Person, any right or claim of or for the benefit of such Person under PACA or any similar law enacted by any other state or jurisdiction, including any right, title or interest in or to any claims, remedies or trust assets or other benefits or any proceeds thereof.

"Participant" has the meaning specified in Section 10.07(e).

"Participant Register" has the meaning specified in Section 10.07(e).

"Payment ~~Recipient~~" has the meaning assigned to it in Section 9.16(a).

"Payment Notice" has the meaning assigned to it in Section 9.16(b).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Plan" means any "employee pension benefit plan" (as such term is defined in Section 3(2) of ERISA) other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Loan Party or any ERISA Affiliate or to which any Loan Party or any

ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five (5) years.

"Periodic Term SOFR Determination Day" has the meaning assigned to it under the definition of Term SOFR.

"Permitted Acquisition" has the meaning specified in Section 7.02(j).

"Permitted Alternative Incremental Facilities Debt" has the meaning specified in Section 7.03(t).

"Permitted Debt Exchange" has the meaning specified in Section 2.17(a).

"Permitted Debt Exchange Notes" has the meaning specified in Section 2.17(a).

"Permitted Debt Exchange Offer" has the meaning specified in Section 2.17(a).

"Permitted Equity Issuance" means any sale or issuance of any Qualified Equity Interests.

"Permitted Liens" means any Liens permitted by Section 7.01.

"Permitted Purchase Money Debt" means Purchase Money Debt of the Borrower and the Restricted Subsidiaries that is secured only by a Purchase Money Lien, as long as ~~(i)~~ the aggregate principal amount does not exceed the greater of (x) $300,000,000 and (y) 35.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis, at any time outstanding ~~and (ii) the Borrower and the Restricted Subsidiaries do not incur Purchase Money Debt with an aggregate principal amount that exceeds the greater of (x) $100,000,000 and (y) 12.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended period of four consecutive fiscal quarters calculated on a Pro Forma Basis, in any fiscal year of the Borrower.~~.

"Permitted Refinancing" means, with respect to any Person, any modification (other than a release of such Person), refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to unpaid accrued interest and premium thereon, plus amounts that would otherwise be permitted under Section 7.03 (with such amounts being deemed utilization of the applicable basket or exception under Section 7.03), plus other reasonable amounts paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension and by an amount equal to any existing commitments unutilized thereunder, and as otherwise permitted under Section 7.03, (b) other than with respect to a Permitted Refinancing in respect of Indebtedness permitted pursuant to Section 7.03(f), such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c)(i) to the extent such Indebtedness being so modified, refinanced, refunded, renewed or extended is secured by a Lien on the Collateral, the Lien securing such Indebtedness as modified, refinanced, refunded, renewed or extended shall not be senior in priority to the Lien on the Collateral securing the Indebtedness being modified, refinanced, refunded, renewed or extended unless otherwise

permitted under this Agreement, and (ii) to the extent such Indebtedness being so modified, refinanced, refunded, renewed or extended is unsecured, such Indebtedness as modified, refinanced, refunded, renewed or extended is unsecured, (d) if such Indebtedness being modified, refinanced, refunded, renewed or extended is Indebtedness permitted pursuant to Section 2.14, Section 7.03(c), 7.03(r) or 7.03(t), (i) to the extent such Indebtedness being so 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 so modified, refinanced, refunded, renewed or extended, (ii) the terms and conditions (including, if applicable, as to collateral but excluding as to subordination, interest rate and redemption premium) of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, are not materially less favorable to the Loan Parties or the Lenders than the terms and conditions of the Indebtedness being modified, refinanced, refunded, renewed or extended (other than in the case of terms applying to periods after the then Latest Maturity Date or otherwise added for the benefit of the Lenders hereunder); provided that a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent at least five (5) Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that the Borrower has determined in good faith that such terms and conditions satisfy the foregoing requirement, shall be conclusive evidence that such terms and conditions satisfy the foregoing requirement unless the Administrative Agent notifies the Borrower within such five (5) Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees) and (iii) such modification, refinancing, refunding, renewal or extension is incurred by a Person who is the obligor of the Indebtedness being so modified, refinanced, refunded, renewed or extended or a Loan Party and (e) if such Indebtedness being modified, refinanced, refunded, renewed or extended was initially incurred pursuant to a dollar basket under this Agreement, the principal amount of such refinanced Indebtedness shall count toward the usage under such dollar basket.

"Permitted Sale Leaseback" means any Sale Leaseback consummated by the Borrower or any of the Restricted Subsidiaries after the Closing Date; provided that any such Sale Leaseback that is not between (a) a Loan Party and another Loan Party or (b) a Restricted Subsidiary that is not a Loan Party and another Restricted Subsidiary that is not a Loan Party must be, in each case, consummated for fair value as determined at the time of consummation in good faith by (i) the Borrower or such Restricted Subsidiary and (ii) in the case of any Sale Leaseback (or series of related Sales Leasebacks) the aggregate proceeds of which exceed $100,000,000, the board of managers or directors, as applicable, of the Borrower or such Restricted Subsidiary (which such determination may take into account any retained interest or other Investment of the Borrower or such Restricted Subsidiary in connection with, and any other material economic terms of, such Sale Leaseback).

"Permitted Tax Restructuring" means any reorganizations and other activities related to tax planning and tax reorganization (as determined by the Borrower in good faith) entered into on or after the date hereof so long as such Permitted Tax Restructuring does not materially impair the Guaranty or the security interests of the Lenders in the aggregate and is otherwise not materially adverse to the Lenders and after giving effect to such Permitted Tax Restructuring, the Borrower and the Restricted Subsidiaries otherwise comply with Section 6.10 and the Collateral and Guarantee Requirement.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) other than a Foreign Plan, established or maintained by any Loan Party or, with respect to any such plan that is subject to Section 412 of the Code or Title IV of ERISA, any ERISA Affiliate.

"Platform" has the meaning specified in Section 6.02.

"Pledged Collateral" has the meaning specified in the definition of "Collateral and Guarantee Requirement."

"Post-Acquisition Period" means, with respect to any Permitted Acquisition or the conversion of any Unrestricted Subsidiary into a Restricted Subsidiary, the period beginning on the date such Permitted Acquisition or conversion is consummated and ending on the last day of the fourth full consecutive fiscal quarter immediately following the date on which such Permitted Acquisition or conversion is consummated.

"Prepayment Premium" has the meaning specified in Section 2.05(a)(iv).

"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. The Prime Rate is not necessarily the lowest rate that the Administrative Agent is charging any corporate customer.

"Pro Forma Adjustment" means, for any Test Period that includes all or any part of a fiscal quarter included in any Post-Acquisition Period, with respect to the Acquired EBITDA of the applicable Acquired Entity or Business or Converted Restricted Subsidiary or the Consolidated EBITDA of the Borrower and the Restricted Subsidiaries, (a) the pro forma increase or decrease in such Acquired EBITDA or such Consolidated EBITDA, as the case may be, that is factually supportable and is expected to have a continuing impact and (b) additional good faith pro forma adjustments arising out of cost savings initiatives attributable to such transaction and additional costs associated with the combination of the operations of such Acquired Entity or Business or Converted Restricted Subsidiary with the operations of the Borrower and the Restricted Subsidiaries, in each case being given pro forma effect, that (i) have been realized or (ii) subject to the limitations set forth in clause (a)(viii) of the definition of "Consolidated EBITDA," will be implemented following such transaction and are supportable and quantifiable and expected to be realized within the succeeding eighteen (18) months and, in each case, including, but not limited to, (w) reduction of costs related to administrative, selling or production-related activities, (x) incremental earnings from selling or production-related activities, (y) reductions of costs related to leased or owned properties and (z) reductions from the consolidation of operations and streamlining of corporate overhead taking into account, for purposes of determining such compliance, the historical financial statements of the Acquired Entity or Business or Converted Restricted Subsidiary and the Consolidated financial statements of the Borrower and the other Subsidiaries, assuming such Permitted Acquisition or conversion, and all other Permitted Acquisitions or conversions that have been consummated during the period, and any Indebtedness or other liabilities repaid in connection therewith had been consummated and incurred or repaid at the beginning of such period (and assuming that such Indebtedness to be incurred bears interest during any portion of the applicable measurement period prior to the relevant acquisition at the interest rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination); provided that, so

long as such actions are initiated during such Post-Acquisition Period or such costs are incurred during such Post-Acquisition Period, as applicable, for purposes of projecting such pro forma increase or decrease to such Acquired EBITDA or such Consolidated EBITDA, as the case may be, it may be assumed that such cost savings will be realizable during the entirety of such Test Period, or such additional costs, as applicable, will be incurred during the entirety of such Test Period.

"Pro Forma Basis" and "Pro Forma Effect" mean, with respect to compliance with any test hereunder for an applicable period of measurement, that (A) to the extent applicable, the Pro Forma Adjustment shall have been made and (B) all Specified Transactions and the following transactions in connection therewith shall be deemed to have occurred as of the first day of the applicable period of measurement (as of the last date in the case of a balance sheet item) in such test: (a) income statement items (whether positive or negative) attributable to the property or Person subject to such Specified Transaction, (i) in the case of a Disposition of all or substantially all Equity Interests in any Restricted Subsidiary or any division, product line, or facility used for operations of the Borrower or any of the Restricted Subsidiaries, shall be excluded, and (ii) in the case of a Permitted Acquisition or Investment described in the definition of "Specified Transaction," shall be included, (b) any retirement of Indebtedness and (c) any Indebtedness incurred or assumed by the Borrower or any of the Restricted Subsidiaries in connection therewith and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination; provided that, without limiting the application of the Pro Forma Adjustment pursuant to clause (A) above, the foregoing pro forma adjustments may be applied to any such test solely to the extent that such adjustments are consistent with the definition of "Consolidated EBITDA" and give effect to events (including operating expense reductions) that are (as determined by the Borrower in good faith) (i) (x) directly attributable to such transaction, (y) expected to have a continuing impact on the Borrower and the Restricted Subsidiaries and (z) factually supportable or (ii) otherwise consistent with the definition of Pro Forma Adjustment.

"Proposed Discounted Prepayment Amount" has the meaning specified in Section 2.05(d)(ii).

"Protected Person" means each Agent-Related Person, each Lender, each Closing Date Lead Arranger, each Lead Arranger and their respective Affiliates and their and their Affiliates' respective partners, directors, officers, employees, counsel, agents, advisors, controlling persons and other representatives.

"PSA" means the Packers and Stockyards Act (7 U.S.C. § 196 *et seq.*).

"PSA Claim" means, with respect to any Person, any right or claim of or for the benefit of such Person under PSA or any similar law enacted by any other state or jurisdiction including any right, title or interest in or to any claims, remedies or trust assets or other benefits or any proceeds thereof.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Public Lender" has the meaning specified in Section 6.02.

"Purchase Money Debt" means (a) Indebtedness (other than the Obligations) for payment of any of the purchase price of fixed or capital assets, (b) Indebtedness (other than the Obligations) incurred at the time of or within 270 days after acquisition, construction, repair, replacement

or improvement of any fixed or capital assets, for the purpose of financing any of the price thereof, (c) Indebtedness (other than the Obligations) incurred for the construction or acquisition or improvement of, or to finance or to refinance the construction, acquisition or improvement of, any real property owned by any Loan Party (excluding any Indebtedness incurred in connection with Sale Leaseback transaction permitted hereunder), and (d) any renewals, extensions or refinancings (but not increases) thereof.

"Purchase Money Lien" means a Lien that secures (a) Capitalized Leases or any Permitted Refinancing with respect thereto or (b) Purchase Money Debt or any refinancing Indebtedness with respect thereto, in each case, encumbering only the fixed or capital assets acquired with such Indebtedness (and additions and accessions to such assets and the proceeds and the products thereof and customary security deposits) and constituting a purchase money security interest under the UCC, in the case of clause (b), other applicable Law.

"Qualified Equity Interests" means any Equity Interests of the Borrower that are not Disqualified Equity Interests.

"Qualifying Lenders" has the meaning specified in Section 2.05(d)(iv).

"Qualifying Loans" has the meaning specified in Section 2.05(d)(iv).

"Recipient" means the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder.

"Reference Time" with respect to any setting of the then-current Benchmark means, (i) if such Benchmark is Term SOFR, 5:00 a.m. (Chicago time) on the day that is two Business Days preceding the date of such setting and (ii) if such Benchmark not Term SOFR, the time determined by the Administrative Agent in its reasonable discretion.

"Refinancing" has the meaning specified in the preliminary statements to this Agreement.

"Refinancing Loans" means Incremental Facilities that are designated by a Responsible Officer of the Borrower as "Refinancing Loans" in a certificate of a Responsible Officer of the Borrower delivered to the Administrative Agent on or prior to the date of incurrence; provided that (i) any Refinancing Loans shall not be in a principal amount (assuming for such purpose that any Incremental Revolving Commitments are fully funded) that exceeds the amount of Term Loans or Incremental Revolving Commitments so refinanced, except to the extent a different incurrence basket pursuant to Section 7.03 is utilized plus an amount equal to any fees, expenses, commissions, underwriting discounts and premiums payable in connection with such Refinancing ~~Term~~ Loans, (ii) to the extent applicable, the Applicable Intercreditor Agreement is entered into, (iii) any Refinancing Loan does not mature prior to the maturity date of the Term Loans or Incremental Revolving Commitments being refinanced, (iv) solely with respect to Refinancing Loans in the form of Term Loans, (x) such Refinancing Loans shall not have a Weighted Average Life to Maturity that is shorter than the Weighted Average Life to Maturity of the Term Loans so refinanced and (y) the Indebtedness being refinanced cannot be in the form of revolving loans or commitments, (v) such Refinancing Loans have the same guarantors and are secured by the same assets as the Term Loans or Incremental Revolving Commitments being refinanced, (vi) the other terms and conditions of such Refinancing Loans (excluding pricing and optional prepayment or redemption terms or covenants or other provisions applicable only to periods after the Maturity Date of the Term Loans, Term Commitments or Incremental Revolving Commitments being refinanced) shall either (x) reflect market terms and conditions at the time of incurrence or issuance or (y) have the same terms and conditions as the ~~Initial~~2024 Term Loans (other than any terms and conditions that (w) apply only to

periods after the then Latest Maturity Date with respect to the Term Loans, (x) are otherwise added for the benefit of the Term Lenders hereunder, (y) are otherwise reasonably satisfactory to the Administrative Agent and (z) in the case of Refinancing Loans in the form of Incremental Revolving Commitments, are otherwise added or modified to reflect the revolving credit mechanics and requirements of such Incremental Revolving Commitments (including the pro rata treatment of the payment, borrowing, participation and commitment reduction of any Incremental Revolving Loans and the related Refinancing Loans) and (vii) if such Refinancing Loans contain any financial maintenance covenants, such covenants shall be added for the benefit of the Term Lenders.

"Register" has the meaning specified in Section 10.07(d).

"Rejection Notice" has the meaning specified in Section 2.05(b)(vi).

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Release" means any release, spill, emission, discharge, deposit, disposal, leaking, pumping, pouring, dumping, emptying, injection, migration or leaching on, into or through the Environment.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"Reportable Event" means, with respect to any Pension Plan, any of the events set forth in Section 4043(c) of ERISA or the regulations issued thereunder, other than events for which the thirty (30) day notice period has been waived.

"Repricing Transaction" means, with respect to the ~~Initial~~2024 Term Loans, other than in connection with a Change of Control or Transformative Acquisition, (a) any prepayment or repayment of ~~Initial~~2024 Term Loans with the proceeds of, or any conversion of ~~Initial~~2024 Term Loans into, any new or replacement tranche of senior secured term loans bearing interest with an Effective Yield less than the Effective Yield applicable to the ~~Initial~~2024 Term Loans, (b) any amendment (including pursuant to a replacement term loan as contemplated by Section 10.01) to the ~~Initial~~2024 Term Loans which reduces the Effective Yield applicable to the ~~Initial~~2024 Term Loans and (c) any mandatory assignment by a Non-Consenting Lender pursuant to Section 3.06 in connection with an event described in clause (a) or (b); provided that in the case of clause (a) and (b), the primary purpose of such prepayment, repayment or amendment is to reduce the Effective Yield as set forth above.

"Request for Credit Extension" means, with respect to a Borrowing, conversion or continuation of Term Loans, a Committed Loan Notice.

"Required Lenders" means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total Outstandings and (b) aggregate unused Term Commitments and the aggregate unused Incremental Revolving Commitments; provided that the unused Term Commitment and unused Incremental Revolving Commitment of, and the portion of the Total Outstandings held or deemed held by any Defaulting Lender or Lenders that are Affiliated Lenders shall be excluded for purposes of making a determination of Required Lenders.

"Resolution Authority" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"Responsible Officer" means the chief executive officer, president, vice president, chief financial officer, treasurer, assistant treasurer, or other similar officer or director of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of a Loan Party and, as to any document delivered on the Closing Date, any secretary or assistant secretary of a Loan Party and, solely for purposes of notices given pursuant to Article II, any other officer of the applicable Loan Party so designated by any of the foregoing officers in a notice to the Administrative Agent or any other officer or employee of the applicable Loan Party designated in or pursuant to an agreement between the applicable Loan Party and the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Loan Party shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Loan Party and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Loan Party.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest in the Borrower or any Restricted 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, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to the holders of Equity Interests of the Borrower.

"Restricted Subsidiary" means any Subsidiary of the Borrower other than an Unrestricted Subsidiary.

"Retained Declined Proceeds" has the meaning specified in Section 2.05(b)(vi).

"S&P" means Standard & Poor's Financial Services LLC, a subsidiary of S&P Global Inc., and any successor thereto.

"Sale Leaseback" means any transaction or series of related transactions pursuant to which the Borrower or any of the Restricted Subsidiaries (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

"Sanctions Laws and Regulations" means any international economic sanctions administered or enforced by the United States Government (including OFAC), the Canadian government, the United Nations Security Council, the European Union or ~~Her~~His Majesty's Treasury.

"Scheduled Loan Maturity Date" has the meaning specified in the definition of "Maturity Date".

"SEC" means the Securities and Exchange Commission or any Governmental Authority succeeding to any of its principal functions.

"Secured Hedge Agreement" means any Swap Contract that is entered into by and between any Loan Party or any Restricted Subsidiary and any Hedge Bank that the Borrower and such Hedge Bank, in a written notice to the Administrative Agent, has expressly requested be treated as a Secured Hedge Agreement for purposes of this Agreement; provided that (i) if such Hedge Bank is not a party to this Agreement, such Hedge Bank shall deliver to the Administrative Agent a letter agreement

pursuant to which it appoints the Administrative Agent and the Collateral Agent as its agents under the Loan Documents and agrees to be bound by Sections 9.03 and 10.14 as if it were a Lender and by Section 9.15 and (ii) in no event shall any Swap Contract constitute a Secured Hedge Agreement hereunder to the extent that the obligations of any Loan Party or any other Restricted Subsidiary arising under such Swap Contract constitute ABL Obligations.

"Secured Hedge Banks" means any Hedge Bank that has entered into a Secured Hedge Agreement.

"Secured Parties" means, collectively, the Administrative Agent, the Collateral Agent, the Lenders, the Secured Hedge Banks, the Supplemental Administrative Agent and each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 9.02.

"Securities Act" means the Securities Act of 1933.

"Security Agreement" means, collectively, the Term Loan Security Agreement executed by the Collateral Agent and the Loan Parties party thereto on the Closing Date substantially in the form of Exhibit H as supplemented by any Security Agreement Supplement executed and delivered pursuant to Section 6.10.

"Security Agreement Supplement" means a supplement to any Security Agreement as contemplated by such Security Agreement.

"Seller Note" means any unsecured promissory note (and any guarantee thereof) issued by one or more Loan Parties (or any Subsidiary of a Loan Party organized for purposes of the corresponding Permitted Acquisition, which as a part of such Permitted Acquisition will contemporaneously be merged with or into a Loan Party or otherwise will become a Loan Party promptly thereafter in accordance with this Agreement) in favor of a seller in connection with a Permitted Acquisition in an aggregate principal amount not to exceed the purchase price in respect of such Permitted Acquisition.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

~~"SOFR Adjustment" means, (i) with respect to Term SOFR, 0.11448% (11.448 bps) for an Interest Period of one-month's duration, 0.26161% (26.161 bps) for an Interest Period of three-month's duration, and 0.42826% (42.826 bps) for an Interest Period of six-months' duration and (ii) with respect to Daily Simple SOFR, 0.11448% (11.448 bps).~~

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the SOFR Administrator'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".

"Sold Entity or Business" has the meaning specified in the definition of the term "Consolidated EBITDA."

"Solvent" and "Solvency" mean, as to any Person, that such Person (a) owns property whose fair salable value is greater than the amount required to pay all of its debts (including contingent, subordinated, unmatured and unliquidated liabilities), (b) owns property whose present fair salable value (as defined below) is greater than the probable total liabilities (including contingent, subordinated, unmatured and unliquidated liabilities) of such Person as they become absolute and matured, (c) is able to pay all of its debts as they mature, (d) has capital that is not unreasonably small for its business and is sufficient to carry on its business and transactions and all business and transactions in which it is about to engage, (e) is not "insolvent" within the meaning of Section 101(32) of the Bankruptcy Code and (f) has not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under any Loan Documents, or made any conveyance in connection therewith, with actual intent to hinder, delay or defraud either present or future creditors of such Person or any of its Affiliates. "Fair salable value" means the amount that could be obtained for assets within a reasonable time, either through collection or through sale under ordinary selling conditions by a capable and diligent seller to an interested buyer who is willing (but under no compulsion) to purchase.

"SPC" has the meaning specified in Section 10.07(h).

"Specified Acquisition Agreement Representations" means the representations and warranties made by Supervalu with respect to itself and its subsidiaries in the Supervalu Acquisition Agreement as are material to the interests of the Lenders, but only to the extent that the Borrower (or any of its Affiliates) has the right (taking into account any applicable cure provisions) to terminate their respective obligations under the Supervalu Acquisition Agreement or decline to consummate the Supervalu Acquisition (in each case, in accordance with the terms of the Supervalu Acquisition Agreement) as a result of a breach of such representations and warranties in the Supervalu Acquisition Agreement. Notwithstanding anything to the contrary contained herein, to the extent any of the Specified Acquisition Agreement Representations are qualified or subject to "material adverse effect," the definition thereof shall be "Material Adverse Effect" as defined in the Supervalu Acquisition Agreement for purposes of any Specified Acquisition Agreement Representations made or to be made on, or as of, the Closing Date.

"Specified Asset Sale" has the meaning specified in Section 2.05(b)(viii).

"Specified Assets" means assets related to ~~(a)~~ the retail and/or other non-wholesale business ~~and (b) the tobacco business, in each case, of Supervalu~~of the Lead Borrower and its Subsidiaries.

"Specified Communications" has the meaning set forth in Section 10.02(g).

"Specified Debt Issuance" has the meaning specified in Section 2.05(b)(viii).

"Specified Dispositions" means a Disposition, in whole or in part, of Specified Assets.

"Specified Event of Default" means an Event of Default pursuant to Sections 8.01(a), 8.01(f) or 8.01(g).

"Specified Representations" means the representations and warranties of the Borrower set forth in Sections 5.01(a) and (c) (solely as they relate to the Loan Parties), 5.01(b) and 5.02(b)(i)

(related to the entering into and performance of the Loan Documents and the incurrence of the extensions of credit thereunder), Sections 5.04, 5.12(a), 5.15 (with such representations in a certificate delivered pursuant to Section 4.01(a)(viii)(a) and deemed to be made hereunder on the Closing Date by the Borrower), 5.16 (with respect to clauses (i) and (ii) thereunder and subject to the last paragraph of Section 4.01(a)) and 5.18(b) (limited to the use of proceeds of the Loans on the Closing Date).

"Specified Transaction" means any Investment, Disposition, incurrence or repayment of Indebtedness, Restricted Payment, Subsidiary designation, Incremental Term Loan or any other event that by the terms of this Agreement requires such test to be calculated on a "Pro Forma Basis" or after giving "Pro Forma Effect"; provided at the Borrower's sole election that any such Specified Transaction (other than a Restricted Payment) having an aggregate value of less than $10,000,000 shall not be calculated on a "Pro Forma Basis" or after giving "Pro Forma Effect."

"Subordinated Debt" means Indebtedness incurred by a Loan Party that is subordinated in right of payment to the prior payment of all Obligations of such Loan Party under the Loan Documents.

"Subsidiary" of a Person means a corporation, company, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Lead Borrower.

"Subsidiary Guarantor" means, collectively, the Subsidiaries of the Borrower that are Guarantors.

"Successor Borrower" has the meaning specified in Section 7.04(d).

"Supervalu" has the meaning specified in the preliminary statements to this Agreement.

"Supervalu Acquisition" has the meaning specified in the preliminary statements to this Agreement.

"Supervalu Acquisition Agreement" has the meaning specified in the preliminary statements to this Agreement.

"Supervalu Group" means the business of Supervalu Inc. and its Subsidiaries as conducted on August 30, 2018, including the business activities, business lines, operations and contractual arrangements related thereto.

"Supplemental Administrative Agent" has the meaning specified in Section 9.13(a) and "Supplemental Administrative Agents" shall have the corresponding meaning.

~~"Surviving Indebtedness" means Indebtedness of the Borrower or any of the other Subsidiaries outstanding immediately after giving effect to the Refinancing.~~

"Swap Contract" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward

commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "Master Agreement"), including any such obligations or liabilities under any Master Agreement.

"Swap Obligations" means, with respect to a Loan Party, its obligations under a Swap Contract that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined by the applicable Hedge Bank (or, if there is no Hedge Bank party to such Swap Contract, by a recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender)) in accordance with the terms thereof and in accordance with customary methods for calculating mark-to-market values under similar arrangements by the applicable Hedge Bank (or, if there is no Hedge Bank party to such Swap Contract, by a recognized dealer in such Swap Contracts (which may include a Lender or any Affiliate of a Lender)).

"Taxes" means all present or future taxes, duties, levies, imposts, deductions, assessments, withholdings or similar charges in the nature of a tax imposed by any Governmental Authorities, and all liabilities (including additions to tax, penalties and interest) with respect thereto.

"Term B-2 Term ~~Commitments" means, as to each Term B-2 Term Lender, its obligation to make a Term B-2 Term Loan to the Borrower pursuant to Section 2.01(b) in an aggregate principal amount not to exceed the amount set forth opposite such Lender's name on Schedule 2.01(b) under the caption "Term B-2 Term Commitment" or in the Assignment and Assumption pursuant to which such Term B-2 Term Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The initial aggregate amount of~~Loans" means the $150,000,000 tranche of "Term B-2 Term Loans" made by certain lenders hereunder on the Closing Date. For the avoidance of doubt, prior to the Amendment No. 4 Effective Date, the Term B-2 Term ~~Commitments is $150,000,000~~Loans were paid off in full.

~~"Term B-2 Term Lender" means, at any time, any Lender that has a Term B-2 Term Commitment or a Term B-2 Term Loan at such time.~~

~~"Term B-2 Term Loans" means a Loan made pursuant to Section 2.01(b).~~

"Term Borrowing" means a Borrowing in respect of a Class of Term Loans.

"Term Commitments" means ~~an Initial~~a 2018 Term Commitment, ~~a Term B-2~~the 2024 Term Commitment, a commitment in respect of any Incremental Term Loans or a commitment in respect of any Extended Term Loans or any combination thereof, as the context may require.

"Term Lender" means, at any time, any Lender that has a Term Loan or a Term Commitment at such time.

"Term Loans" means the ~~Initial~~2018 Term Loans, the ~~Term B-2~~2024 Term Loans, the Incremental Term Loans and the Extended Term Loans.

"Term Note" means a promissory note of the Borrower payable to any Lender or its registered assigns, in substantially the form of Exhibit C hereto with appropriate insertions, evidencing the aggregate Indebtedness of the Borrower to such Lender resulting from any Class of Term Loans made by such Lender.

"Term Priority Collateral" has the meaning set forth in the Intercreditor Agreement.

"Term SOFR" means,

(1) for any calculation with respect to a Term SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(2) for any calculation with respect to an Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day;

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Loan" means, a Loan that bears interest at a rate based on ~~Adjusted~~ Term SOFR.

"Term SOFR Reference Rate" means the forward-looking term rate based on SOFR.

"Test Period" means, at any date of determination, the most recently completed four consecutive fiscal quarters of the Borrower ending on or prior to such date for which financial statements have been or are required to be delivered pursuant to Section 4.01 or Section 6.01(a) or (b).

"Threshold Amount" means $~~75,000,000~~85,000,000.

"Total Outstandings" means the aggregate Outstanding Amount of all Loans.

"Transaction" means, collectively, (a) the Supervalu Acquisition, (b) the execution and delivery of the Loan Documents and the funding of the Loans on the Closing Date, (c) the execution and delivery of the ABL Loan Documents and the funding of the loans and issuance of the letters of credit under the ABL Credit Agreement on the Closing Date, (d) the Refinancing and (e) the payment of Transaction Expenses.

"Transaction Expenses" means any fees or expenses incurred or paid by the Borrower, or any Restricted Subsidiary in connection with the Transaction and the transactions contemplated in connection therewith.

"Transformative Acquisition" means any acquisition or investment by the Borrower or any Restricted Subsidiary that is either (a) not permitted hereunder immediately prior to the consummation of such acquisition or (b) if permitted by the terms hereunder immediately prior to the consummation of such acquisition or investment, this Agreement would not provide the Borrower and the Restricted Subsidiaries with adequate flexibility for the continuation and/or expansion of their combined operations following such consummation or acquisition, as determined by the Borrower acting in good faith.

"Type" means, with respect to a Loan, its character as a Base Rate Loan or a Term SOFR Loan.

"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.

"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.

"Unaudited Financial Statements" means ~~copies of (i)~~ the unaudited consolidated balance sheet and related consolidated statements of operations, comprehensive income, change in stockholders' equity and cash flows ~~for each subsequent fiscal quarter (other than the fourth fiscal quarter of the Borrower's fiscal year) ended at least 40 days before the Closing Date (which the Lead Arrangers have acknowledged receipt of the unaudited consolidated financial statements in respect of the fiscal quarters ended October 28, 2017, January 27, 2018 and April 28, 2018) and (ii) the unaudited consolidated balance sheet and related consolidated statements of operations, comprehensive income, change in stockholders' equity and cash flows for each subsequent fiscal quarter (other than the fourth fiscal quarter of Supervalu Inc.'s fiscal year) ended at least 40 days before the Closing Date.~~ of the Borrower for its fiscal period ended March 6, 2024.

"Undisclosed Administration" means in relation to a Lender or its parent company the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official by a supervisory authority or regulator under or based on the law in the country where such Lender or such parent company is subject to home jurisdiction supervision if applicable law requires that such appointment is not to be publicly disclosed.

"Unfunded Pension Liability" means, with respect to a Pension Plan, the excess of a Pension Plan's benefit liabilities ~~under Section 4001(a)(16) of ERISA~~, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to ~~the~~ Code Section 412 and ERISA Section 302, for the ~~applicable~~most recently valued plan year.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York or the Uniform Commercial Code (or similar code or statute) of another jurisdiction, to the extent it may be required to apply to any item or items of Collateral.

"United States" and "U.S." mean the United States of America.

"United States Tax Compliance Certificate" has the meaning specified in Section 3.01.

"Unrestricted Incremental First Lien Amount" means, with respect to the incurrence or issuance of Incremental Facilities or Permitted Alternative Incremental Facilities Debt, an amount not to exceed the greater of (i) $~~656,250,000~~500,000,000 and (ii) 100% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis, in the aggregate for all such incurrences or issuances after the ~~Closing~~Amendment No. 4 Effective Date.

"Unrestricted Subsidiary" means (i) each Subsidiary of the Borrower listed on Schedule 1.01B, (ii) any Subsidiary of the Borrower designated by the Borrower as an Unrestricted Subsidiary pursuant to Section 6.13 subsequent to the date hereof and (iii) any Subsidiary of an Unrestricted Subsidiary; provided that in no event shall ~~the~~any Co-Borrower be an Unrestricted Subsidiary.

"USA PATRIOT Act" means The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. No. 107-56 (signed into law October 26, 2001)), as amended or modified from time to time.

"Voluntary Prepayment Amount" has the meaning specified in Section 2.14(a).

"Voting Stock" means Equity Interests of any class or classes of a corporation the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or Persons performing similar functions).

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing: (i) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment by (ii) the then outstanding principal amount of such Indebtedness.

"Whole Foods Contract" means that certain Agreement for Distribution of Products, dated as of October 30, 2015, by and between Whole Foods Market Distribution, Inc., a Delaware corporation, and United Natural Foods, Inc., a Delaware corporation, as amended by that certain First Amendment to Agreement for Distribution of Products, dated as of March 3, 2021, and assuch agreement may be further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time.

"Wholly Owned" means, with respect to a Subsidiary of a Person, a Subsidiary of such Person all of the outstanding Equity Interests of which (other than (x) director's qualifying shares and (y) shares issued to foreign nationals to the extent required by applicable Law) are owned by such Person and/or by one or more wholly owned Subsidiaries of such Person.

"Withdrawal Liability" means the liability ~~of~~with respect 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 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) (i) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular section, paragraph, provision or subdivision thereof.

(ii) Article, Section, Exhibit and Schedule references are to the Loan Document in which such reference appears.

(iii) The term "including" is by way of example and not limitation, and, for purposes of each Loan Document, the parties agree that the rule of ejusdem generis shall not be applicable to limit any provision.

(iv) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(c) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including," the words "to" and "until" each mean "to but excluding," and the word "through" means "to and including."

(d) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(e) Any reference herein to a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, Restricted Subsidiary, Unrestricted Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

Section 1.03 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, applied in a manner consistent with that used in preparing the Audited Financial Statements, except as otherwise specifically prescribed herein.

(b) Notwithstanding anything to the contrary herein, for purposes of determining compliance with any test contained in this Agreement with respect to any period during which any Specified Transaction occurs, the Consolidated Total Net Leverage Ratio, the Consolidated First Lien Net Leverage Ratio ~~and~~, the Consolidated Secured Net Leverage Ratio shall be calculated with respect to such period and such Specified Transaction on a Pro Forma Basis.

(c) Where reference is made to "the Borrower and the Restricted Subsidiaries on a consolidated basis" or similar language, such consolidation shall not include any Subsidiaries of the Borrower other than Restricted Subsidiaries.

(d) In the event that the Borrower elects to prepare its financial statements in accordance with IFRS in accordance with this Agreement and such election results in a change in the method of calculation of financial covenants, standards or terms (collectively, the "Accounting Changes") in this Agreement, the Borrower and the Administrative Agent agree to enter into good faith negotiations in order to amend such provisions of this Agreement (including the levels applicable herein to any computation of the Consolidated Total Net Leverage Ratio, the Consolidated First Lien Net Leverage Ratio and the Consolidated Secured Net Leverage Ratio) so as to reflect equitably the Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be substantially the same after such change had not been made. Until such time as such an amendment shall have been executed and delivered by the Borrower, the Administrative Agent and the Required Lenders, all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed in accordance with GAAP (as determined in good faith by a Responsible Officer of the Borrower) (it being agreed that the reconciliation between GAAP and IFRS used in such determination shall be made available to Lenders) as if such change had not occurred.

Section 1.04 Rounding. Any financial ratios required to be satisfied in order for a specific action to be permitted under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.05 References to Agreements, Laws, Etc. Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are permitted by any Loan Document, (b) references to any Law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such Law, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns and (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference.

Section 1.06 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Eastern time (daylight or standard, as applicable).

Section 1.07 Timing of Payment or Performance. When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as described in the definition of Interest Period) or performance shall extend to the immediately succeeding Business Day.

Section 1.08 Currency Equivalents Generally.

(a) Any amount specified in this Agreement (other than in Article II, Article IX and Article X or as set forth in paragraph (b) or (c) of this Section 1.08) or any of the other Loan Documents to be in Dollars shall also include the Dollar equivalent of such amount in any currency other than Dollars.

(b) Notwithstanding the foregoing, for purposes of determining compliance with Sections 7.01, 7.02 and 7.03 with respect to any amount of any Liens, Indebtedness or Investment in a currency other than Dollars, no Default shall be deemed to have occurred solely as a result of changes in rates of exchange occurring after the time such Lien, Indebtedness or Investment is incurred; provided

that, for the avoidance of doubt, the foregoing provisions of this Section 1.08 shall otherwise apply to such Sections, including with respect to determining whether any Indebtedness or Investment may be incurred at any time under such Sections.

(c) For purposes of determining compliance under Sections 7.02, 7.05 and 7.06, any amount in a currency other than Dollars will be converted to Dollars in a manner consistent with that used in calculating net income in the annual financial statements delivered pursuant to Section 6.01(a); provided, however, that the foregoing shall not be deemed to apply to the determination of any amount of Indebtedness.

(d) For purposes of determining compliance with any restriction on the incurrence of Indebtedness, the Dollar equivalent of the principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt; provided that if such Indebtedness is incurred to extend, replace, refund, refinance, renew or defease other Indebtedness denominated in a foreign currency, and such extension, replacement, refunding, refinancing, renewal or defeasance would cause the applicable restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such extension, replacement, refunding, refinancing, renewal or defeasance, such restriction shall be deemed not to have been exceeded so long as the principal amount of such refinancing Indebtedness does not exceed the principal amount of such Indebtedness being extended, replaced, refunded, refinanced, renewed or defeased.

Section 1.09 Certain Calculations and Tests.

(a) Notwithstanding anything in this Agreement or any Loan Document to the contrary but subject to clause (b) of this Section 1.09, when calculating any applicable ratio or determining other compliance with this Agreement including the determination of compliance with any provision of this Agreement (other than determining compliance with Section 4.02 as such section governs Credit Extensions under any Incremental Facility after the original closing date of such Incremental Facility, unless the lenders under any applicable Incremental Facility agree otherwise) which requires that no Default or Event of Default has occurred, is continuing or would result therefrom) in connection with a Specified Transaction undertaken in connection with the consummation of a Limited Condition Transaction, the date of determination of such ratio or other applicable covenant and determination of whether any Default or Event of Default has occurred, is continuing or would result therefrom or other applicable covenant shall, at the option of the Borrower (the Borrower's election to exercise such option in connection with any Limited Condition Transaction, an "LCA Election"), be deemed to be the date that the definitive agreements for such Limited Condition Transaction are entered into (in each case, the "LCA Test Date") and if, after such ratios and other provisions are measured on a Pro Forma Basis after giving effect to such Limited Condition Transaction and the other Specified Transactions to be entered into in connection therewith and the use of proceeds thereof as if they occurred at the beginning of the four consecutive fiscal quarter period being used to calculate such financial ratio ending prior to the LCA Test Date, the Borrower could have taken such action on the relevant LCA Test Date in compliance with such ratios and provisions, such provisions shall be deemed to have been complied with. For the avoidance of doubt, (x) if any of such ratios are exceeded as a result of fluctuations in such ratio (including due to fluctuations in Consolidated EBITDA) at or prior to the consummation of the relevant Limited Condition Transaction, such ratios and other provisions will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Transaction is permitted hereunder and (y) such ratios and other provisions shall not be tested at the time of consummation of such Limited Condition Transaction or related Specified Transactions. If the Borrower has made an LCA Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio or basket availability with respect to any other

Specified Transaction on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated, such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio or basket shall be calculated on a Pro Forma Basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Indebtedness and the use of proceeds thereof) have been consummated.

(b) Notwithstanding anything to the contrary herein, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including, without limitation, pro forma compliance with any Consolidated First Lien Net Leverage Ratio test, any Consolidated Total Net Leverage Ratio test and/or any Consolidated Secured Net Leverage Ratio test (any such amounts, the "Fixed Amounts")) substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with any such financial ratio or test (any such amounts, the "Incurrence Based Amounts"), it is understood and agreed that (i) the Fixed Amounts (and any cash proceeds thereof) and (ii) any Indebtedness resulting from borrowings under the ABL Facility which occur concurrently or substantially concurrently with the incurrence of the Incurrence Based Amounts shall, in each case, be disregarded in the calculation of the financial ratio or test applicable to the Incurrence Based Amounts in connection with such substantially concurrent incurrence, except that incurrences of Indebtedness and Liens constituting Fixed Amounts shall be taken into account for purposes of Incurrence Based Amounts contained in Section 7.06 or Section 7.08.

(c) For purposes of determining compliance with Sections 7.01, 7.02, 7.03, 7.06 and 7.14, with respect to any grant of any Lien, the making of any Investment or Restricted Payment, the incurrence of any Indebtedness or the prepayment, redemption, purchase, defeasement or satisfaction of Junior Debt (each, a "**Covenant Transaction**") in reliance on a "basket" that makes reference to a percentage of Consolidated EBITDA, no Default shall be deemed to have occurred solely as a result of changes in the amount of Consolidated EBITDA, as applicable, occurring after the time such Covenant Transaction is incurred, granted or made in reliance on such provision.

(d) For purposes of calculating any "net" ratio test utilized in any debt incurrence test (including any amounts permitted to be incurred pursuant to Section 2.14, Section 7.03(q) and Section 7.03(t)), such ratio shall be calculated after giving effect to any such incurrence on a pro forma basis, and, in each case, with respect to any revolving credit commitments being established utilizing a debt incurrence test (including any Incremental Revolving Commitment), assuming a borrowing of the maximum amount of such revolving credit commitment (but for the avoidance of doubt, no other previously established revolving commitment), and such calculation shall be made excluding the cash proceeds from such incurrence from the amount of cash and Cash Equivalents that may be netted in the calculation of the pro forma Consolidated First Lien Net Leverage Ratio, Secured Net Leverage Ratio or Total Net Leverage Ratio, as applicable.

(e) It is understood and agreed that any Covenant Transaction need not be permitted solely by reference to one category of Covenant Transaction under Sections 7.01, 7.02, 7.03, 7.06 and 7.14, respectively, but may instead be permitted in part under any combination thereof. For purposes of determining compliance at any time with Sections 7.01, 7.02, 7.03, 7.06 and 7.14, in the event that any Covenant Transaction meets the criteria of more than one of the categories of transactions or items permitted pursuant to any clause of such Sections 7.01, 7.02, 7.03, 7.06 and 7.14, the Borrower, in its sole discretion, may, solely at the time of occurrence of such Covenant Transaction, classify such

Covenant Transaction or item (or portion thereof) and will only be required to include the amount and type of such Covenant Transaction (or portion thereof) in any one category.

Section 1.10 Interest Rates; Benchmark Notification. The interest rate on a Loan denominated in 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, Section 2.19(a) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant, nor or accept any responsibility for, norand shall the Administrative Agentnot have any liability with respect to (a), the continuation of, administration of, submission of, calculation ofperformance or any other matter related to the Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark, or any component definition thereof or rates referred to in the definition thereof, orany interest rate used in this Agreement, or with respect to any alternative, or successor rate thereto, or replacement rate thereto (including any Benchmark Replacement)thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacementreference rate (including any Benchmark Replacement), 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, the Base Rate, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, such Benchmark or any other Benchmark did any existing interest rate prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of the Base Rate or a Benchmark,any interest rate used in this Agreement or any alternative, successor or replacementalternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Base Rate, any Benchmarkany 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 Borrowers, 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 1.11 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II

The Term Commitments and Credit Extensions

Section 2.01 The Term Borrowings.

(a) Subject to the terms and conditions set forth herein, each Initial2018 Term Lender severally, and not jointly, agreesagreed to make to the Borrower a single loan in Dollars in a principal amount equal to such Initial2018 Term Lender's Initial2018 Term Commitment on the Closing

Date. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed. ~~Initial~~2018 Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

(b) Subject to the terms and conditions set forth herein and in Amendment No. 4, each ~~Term B-2~~2024 Term Lender severally, and not jointly, agrees to make to the Borrower a single loan in Dollars in a principal amount equal to such ~~Term B-2~~2024 Term Lender's ~~Term B-2~~2024 Term Commitment on the ~~Closing~~Amendment No. 4 Effective Date. Amounts borrowed under this Section 2.01(b) and repaid or prepaid may not be reborrowed. ~~Term B-2~~ 2024 Term Loans may be Base Rate Loans or Term SOFR Loans, as further provided herein.

~~The Initial Term Loans and the Term B-2 Term Loans will be *pari passu* in security and rights of payment.~~

Section 2.02 Borrowings, Conversions and Continuations of Loans.

(a) Each Term Borrowing, each conversion of Loans from one Type to the other, and each continuation of Term SOFR Loans shall be made upon the Borrower's irrevocable notice to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Administrative Agent substantially in the form attached hereto as Exhibit A or any other form that may be approved by the Administrative Agent (including any form on an electronic platform or electronic transmission system as shall be approved by the Administrative Agent), (i) in the case of a Term SOFR Loan, not later than 1:00 p.m. three (3) Business Days before the date of the proposed Borrowing or (ii) in the case of a Base Rate Loan, not later than 1:00 p.m. one (1) Business Day before the date of the proposed Borrowing. Each telephonic notice by the Borrower pursuant to this Section 2.02(a) must be confirmed promptly by hand delivery, telecopy or electronic transmission to the Administrative Agent of a written Committed Loan Notice, appropriately completed and signed by a Responsible Officer of the Borrower. Each Borrowing of, conversion to or continuation of Term SOFR Loans shall be in a principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof. Each Borrowing of or conversion to Base Rate Loans shall be a minimum of $500,000 (and any amount in excess thereof shall be an integral multiple of $100,000). Each Committed Loan Notice (whether telephonic or written) shall specify (i) whether the Borrower is requesting a Term Borrowing, a conversion of Loans from one Type to the other or a continuation of Term SOFR Loans, (ii) the requested date of the Borrowing, conversion or continuation, as the case may be (which shall be a Business Day), (iii) the Class and principal amount of Loans to be borrowed, converted or continued, (iv) the Type of Loans to be borrowed or to which existing Loans are to be converted, (v) if applicable, the duration of the Interest Period with respect thereto and (vi) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.02(b). If the Borrower fails to specify a Type of Loan in a Committed Loan Notice or fails to give a timely notice requesting a conversion or continuation, then the applicable Loans shall be made or continued as, or converted to, Base Rate Loans. Any such automatic conversion or continuation shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Term SOFR Loans. If the Borrower requests a Borrowing of, conversion to, or continuation of Term SOFR Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month. For the avoidance of doubt, the Borrower and Lenders acknowledge and agree that any conversion or continuation of an existing Loan shall be deemed to be a continuation of that Loan with a converted interest rate methodology and not a new Loan.

(b) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Appropriate Lender of the amount of its Applicable Percentage of the applicable Class of Loans, and if no timely notice of a conversion or continuation is provided by the Borrower, the Administrative Agent shall notify each Appropriate Lender of the details of any automatic conversion to

Base Rate Loans or continuation described in Section 2.02(a). In the case of each Borrowing, each Appropriate Lender shall make (or cause its Applicable Lending Office to make) the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office for the applicable currency not later than 1:00 p.m. on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Article IV, the Administrative Agent shall, not later than 3:00 p.m. on the borrowing date specified in such Committed Loan Notice, make all funds so received available to the Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of the Borrower maintained with the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by the Borrower.

(c) Except as otherwise provided herein, a Term SOFR Loan may be continued or converted only on the last day of an Interest Period for such Term SOFR Loan unless the Borrower pays the amount due, if any, under Section 3.04 in connection therewith. During the existence of a Specified Event of Default, the Administrative Agent or the Required Lenders may require that (i) no Loans may be converted to or continued as Term SOFR Loans and (ii) unless repaid, each Term SOFR Loan shall be converted to a Base Rate Loan at the end of the Interest Period applicable thereto.

(d) The Administrative Agent shall promptly notify the Borrower and the Lenders of the interest rate applicable to any Interest Period for Term SOFR Loans upon determination of such interest rate. The determination of Term SOFR by the Administrative Agent shall be conclusive in the absence of manifest error.

(e) Anything in clauses (a) to (d) above to the contrary notwithstanding, after giving effect to all Term Borrowings, all conversions of Term Loans from one Type to the other, and all continuations of Term Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect at any time for all Borrowings of Term SOFR Loans.

(f) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any Borrowing, or, in the case of any Borrowing of Base Rate Loans, prior to 1:00 p.m. on the date of such Borrowing, that such Lender will not make available to the Administrative Agent such Lender's Applicable Percentage of such Borrowing, the Administrative Agent may assume that such Lender has made such Applicable Percentage available to the Administrative Agent on the date of such Borrowing in accordance with clause (b) above, and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If the Administrative Agent shall have so made funds available, then, to the extent that such Lender shall not have made such portion available to the Administrative Agent, each of such Lender and the Borrower severally agrees to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid to the Administrative Agent at (a) in the case of the Borrower, the interest rate applicable at the time to the Loans comprising such Borrowing and (b) in the case of such Lender, the greater of (x) the Federal Funds Rate and (y) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Administrative Agent in accordance with the foregoing. A certificate of the Administrative Agent submitted to any Lender with respect to any amounts owing under this Section 2.02(f) shall be conclusive in the absence of demonstrable error. If the Borrower and such Lender shall both pay all or any portion of the principal amount in respect of such Borrowing or interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such Borrowing or interest paid by the Borrower for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the

amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

Section 2.03 [Reserved].

Section 2.04 [Reserved].

Section 2.05 Prepayments.

(a) Optional Prepayments. (i) The Borrower may, upon notice to the Administrative Agent by the Borrower, at any time or from time to time voluntarily prepay any Borrowing of any Class in whole or in part without premium or penalty (except as set forth in Section 2.05(a)(iv)); provided that (1) such notice must be received by the Administrative Agent not later than 1:00 p.m. (A) three (3) Business Days prior to any date of prepayment of Term SOFR Loans and (B) one (1) Business Day prior to the date of prepayment of Base Rate Loans, (2) any prepayment of Term SOFR Loans shall be in a principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof or, in each case, the entire principal amount thereof then outstanding and (3) any prepayment of Base Rate Loans shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, in each case, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and the Class(es) and Type(s) of Loans to be prepaid. The Administrative Agent will promptly notify each Appropriate Lender of its receipt of each such notice, and of the amount of such Lender's Applicable Percentage of such prepayment. If such notice is given by the Borrower, the Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Term SOFR Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.04. Each prepayment of the Loans pursuant to this Section 2.05(a) shall be applied to the installments thereof as directed by the Borrower (it being understood and agreed that if the Borrower does not so direct at the time of such prepayment, such prepayment shall be applied against the scheduled repayments of Term Loans of the relevant Class under Section 2.07 in direct order of maturity) and shall be paid to the Appropriate Lenders in accordance with their respective Applicable Percentages.

~~(ii) Notwithstanding anything to the contrary contained in this Agreement, for so long as any Term B-2 Term Loans remain outstanding, any prepayment pursuant to Section 2.05(a) shall be applied solely to the Term B-2 Term Loans~~[Reserved].

(iii) Notwithstanding anything to the contrary contained in this Agreement, the Borrower may rescind any notice of prepayment under Section 2.05(a) if such prepayment would have resulted from a refinancing of all of the Facilities, which refinancing shall not be consummated or shall otherwise be delayed.

(iv) In the event that the ~~Borrower (x) makes any prepayment of Initial Term Loans in connection with any Repricing Transaction or (y) effects any amendment of this Agreement resulting in a Repricing Transaction with respect to Initial Term Loans, in each case prior to the six (6) month anniversary of the Amendment No. 2 Effective Date, the Borrower shall pay a premium in an amount equal to 1.00% of (A) in the case of clause (x), the amount of the Initial Term Loan being prepaid or (B) in the case of clause (y), the aggregate amount of the applicable Initial Term Loans outstanding immediately prior to such amendment, in each case to~~2024 Term Loans are (i) voluntarily prepaid pursuant to Section 2.05(a) (other than such a prepayment made on or after the last day of a fiscal year of the Borrower and designated by the Borrower to the Administrative Agent in writing at the time of such prepayment as an early prepayment of

amounts which the Borrower expects to be payable pursuant to Section 2.05(b)(i) for such fiscal year), (ii) mandatorily prepaid pursuant to Section 2.05(b)(iii), (iii) subject to any mandatory assignment pursuant to Section 3.06 with respect to any Non-Consenting Lender or (iv) accelerated pursuant to Section 8.02 (each of the foregoing clauses (i) – (iv), an "**Applicable Prepayment or Assignment**"), the Borrower shall pay to the Administrative Agent, for the ratable account of each of the ~~Initial~~applicable 2024 Term Lenders~~.~~ (including, if applicable, any such Non-Consenting Lender acting as an assignor pursuant to Section 3.06), a prepayment premium (the "**Prepayment Premium**") equal to (x) 2.00% of the aggregate principal amount of the 2024 Term Loans so prepaid, assigned or accelerated if such Applicable Prepayment or Assignment occurs prior to the first anniversary of the Amendment No. 4 Effective Date and (y) 1.00% of the aggregate principal amount of 2024 Term Loans so prepaid, assigned or accelerated if such Applicable Prepayment or Assignment occurs on or after the first anniversary of the Amendment No. 4 Effective Date but prior to the second anniversary of the Amendment No. 4 Effective Date. No Prepayment Premium shall be due and payable with respect to any Applicable Prepayment or Assignment occurring on or after the second anniversary of the Amendment No. 4 Effective Date.

(b) Mandatory Prepayments.

(i) ~~Commencing~~With respect to the 2024 Term Loans, commencing with the fiscal year of the Borrower ending on or around August 1, ~~2020~~2024, within five (5) Business Days after financial statements have been delivered pursuant to Section 6.01(a) and the related Compliance Certificate has been delivered pursuant to Section 6.02(a) for such fiscal year, the Borrower shall, if the Excess Cash Flow of the Borrower and the Restricted Subsidiaries is greater than $10,000,000, cause to be prepaid an aggregate principal amount of Term Loans equal to (A) 75% (such percentage as it may be reduced as described below, the "ECF Percentage") of the amount equal to Excess Cash Flow in excess of $10,000,000, if any, for the fiscal year covered by such financial statements, minus (B) the sum of (1) all voluntary prepayments (including pursuant to debt buy-backs made by the Borrower or any Restricted Subsidiary in an amount equal to the amount actually paid in respect thereof) of Term Loans, Refinancing Loans in the form of term loans and Permitted Alternative Incremental Facilities Debt in the form of term loans or notes, in each case to the extent such Indebtedness is secured by a Lien on the Collateral that is *pari passu* with the Lien securing the Obligations, during such fiscal year or after such fiscal year and prior to the making of such Excess Cash Flow payment (excluding any prepayment of the 2018 Term Loans made in connection with the Amendment No. 4 Transactions) and (2) all voluntary prepayments of the ABL Facility, Incremental Revolving Loans, Refinancing Loans in the form of revolving loans or any other revolving credit facility refinancing, replacing or extending any of the foregoing, during such fiscal year or after such fiscal year and prior to the making of such Excess Cash Flow payment to the extent the commitments under the ABL Facility or other revolving credit facility, as applicable, are permanently reduced by the amount of such payments (~~except with respect to voluntary prepayments of the ABL Facility the proceeds of which were used to fund any increase to the upfront fees or original issue discount arising in connection with the primary syndication of the Initial Term Loans (~~any voluntary prepayments, made following the fiscal year-end but prior to the making of such prepayment under this clause (B), an "After Year-End Payment"), except, in the case of each of the immediately preceding clauses (1) and (2), to the extent such prepayments are funded with the proceeds of long-term Indebtedness (other than revolving loans); provided that (x) the ECF Percentage shall be reduced to 50% if the Consolidated First Lien Net Leverage Ratio for the fiscal year (subject to the following proviso) covered by such financial statements was less than 3.50:1.00 and greater than or equal to 3.00:1.00, (y) the ECF Percentage shall be reduced to 25% if the Consolidated First Lien Net Leverage Ratio for the fiscal year (subject to

the following proviso) covered by such financial statements was less than 3.00:1.00 and greater than or equal to 2.50:1.00 and (z) the ECF Percentage shall be reduced to 0% if the Consolidated First Lien Net Leverage Ratio for the fiscal year (subject to the following proviso) covered by such financial statements was less than 2.50:1.00; provided further, to the extent so elected by the Borrower, following the making of any After Year-End Payment, (i) the Consolidated First Lien Net Leverage Ratio shall be recalculated giving Pro Forma Effect to such After Year-End Payment as if payment was made during the fiscal year of the applicable Excess Cash Flow prepayment and the ECF Percentage for purposes of making such Excess Cash Flow prepayment shall be determined by reference to such recalculated Consolidated First Lien Net Leverage Ratio and (ii) such After Year-End Payment shall not be applied to the calculation of the Consolidated First Lien Net Leverage Ratio in connection with the determination of the ECF Percentage for purposes of any subsequent Excess Cash Flow prepayment.

(ii) (A) Subject to Section 2.05(b)(ii)(B), if following the Closing Date (x) the Borrower or any Restricted Subsidiary Disposes of any property or assets, including any Sale Leaseback that constitutes a Disposition (other than any Disposition of any property or assets permitted by Section 7.05(a), (b), (c), (d) (to the extent constituting a Disposition to a Loan Party, by a Restricted Subsidiary that is not a Loan Party, or pursuant to clause (iii) of the proviso thereto), (e), (f), (g), (j), (k), (n), (o), (p), (r) (with respect to clause (i) thereof, the Net Cash Proceeds of any such Specified Disposition are not subject to this Section 2.05(b)(ii) solely to the extent that such Net Cash Proceeds are applied to reduce outstanding pension liabilities on a dollar-for-dollar basis) and (s)) or (y) any Casualty Event occurs, which in the aggregate results in the realization or receipt by the Borrower or any Restricted Subsidiary of Net Cash Proceeds, the Borrower shall make a prepayment in accordance with Section 2.05(b)(ii)(C), in an amount equal to an aggregate principal amount of Term Loans equal to 100% (such percentage, the "Asset Percentage") of all such Net Cash Proceeds realized or received; provided that (1) no such prepayment shall be required pursuant to this Section 2.05(b)(ii)(A) (I) with respect to such portion of such Net Cash Proceeds that the Borrower shall have, on or prior to such date, given written notice to the Administrative Agent of its intent to reinvest in accordance with Section 2.05(b)(ii)(B) (which notice may be provided only if no Specified Event of Default has occurred and is then continuing) or (II) until the aggregate amount of Net Cash Proceeds not reinvested in accordance with Section 2.05(b)(ii)(B) within the time periods set forth therein exceeds $10,000,000 in the aggregate during any fiscal year (and thereafter only amounts in excess of such ~~thresholds~~threshold shall be required to be prepaid) and (2) if at the time that any such prepayment would be required, the Borrower or any of the Restricted Subsidiaries is required to offer to repurchase or prepay any Indebtedness that is secured by a Lien ranking *pari passu* with the Liens securing the Obligations pursuant to the terms of the documentation governing such Indebtedness with the Net Cash Proceeds of such Disposition or Casualty Event (such Indebtedness required to be offered to be so repurchased or prepaid, "Other Applicable Indebtedness"), then the Borrower may apply such Net Cash Proceeds on a pro rata basis (determined on the basis of the aggregate outstanding principal amount of the Term Loans and Other Applicable Indebtedness at such time) to the prepayment of the Term Loans and to the repurchase or prepayment of Other Applicable Indebtedness, and the amount of prepayment of the Term Loans that would have otherwise been required pursuant to this Section 2.05(b)(ii)(A) shall be reduced accordingly~~-~~; provided that (a) the portion of such Net Cash Proceeds allocated to the Other Applicable Indebtedness shall not exceed the amount of such Net Cash Proceeds required to be allocated to the Other Applicable Indebtedness pursuant to the terms thereof, and the remaining amount, if any, of such Net Cash Proceeds shall be allocated to the Term Loans in accordance with the terms hereof and (b) to the extent the holders of Other Applicable Indebtedness decline to have such indebtedness repurchased or prepaid, the declined amount

shall promptly (and in any event within five (5) Business Days after the date of such rejection) be applied to prepay the Term Loans in accordance with the terms hereof.

(B) With respect to any Net Cash Proceeds realized or received with respect to any Disposition (other than (i) any Disposition specifically excluded from the application of Section 2.05(b)(ii)(A) and (ii) the Net Cash Proceeds realized or received with respect to any Specified Disposition to the extent not used to reduce outstanding pension liabilities on a dollar-for-dollar basis) or any Casualty Event, at the option of the Borrower so long as no Specified Event of Default has occurred and is then continuing, the Borrower may reinvest, subject to the cap in the proviso below, an amount equal to all or any portion of such Net Cash Proceeds in assets useful for its or any of its Subsidiaries' respective businesses (other than working capital, except for short-term capital assets but including Permitted Acquisitions and Capital Expenditures) within (x) twelve (12) months following receipt of such Net Cash Proceeds or (y) if the Borrower enters into a commitment to reinvest such Net Cash Proceeds within twelve (12) months following receipt thereof, one hundred eighty (180) days after the twelve (12) month period that follows receipt of such Net Cash Proceeds; provided that (i) if any Net Cash Proceeds are not so reinvested by the deadline specified in clause (x) or (y) above, as applicable, or if any such Net Cash Proceeds are no longer intended to be or cannot be so reinvested at any time after delivery of a notice of reinvestment election, an amount equal to the Asset Percentage of any such Net Cash Proceeds shall be applied, in accordance with Section 2.05(b)(ii)(C), to the prepayment of the Term Loans as set forth in this Section 2.05~~.~~ and (ii) notwithstanding anything in this Section 2.05(b)(ii)(B) to the contrary, no more than $200,000,000 of aggregate Net Cash Proceeds from Dispositions and Casualty Events may be reinvested pursuant to this Section 2.05(b)(ii)(B) from and after the Amendment No. 4 Effective Date.

(C) On each occasion that the Borrower must make a prepayment of the Term Loans pursuant to this Section 2.05(b)(ii), the Borrower shall, within five (5) Business Days after the date of realization or receipt of such Net Cash Proceeds in the minimum amount specified above (or, in the case of prepayments required pursuant to Section 2.05(b)(ii)(B), within five (5) Business Days of the deadline specified in clause (x) or (y) thereof, as applicable, or of the date the Borrower reasonably determines that such Net Cash Proceeds are no longer intended to be or cannot be so reinvested, as the case may be), make a prepayment, in accordance with Section 2.05(b)(vi) below, of the principal amount of Term Loans in an amount equal to the Asset Percentage of such Net Cash Proceeds realized or received.

(iii) If, following the Closing Date, the Borrower or any Restricted Subsidiary incurs or issues any (A) Refinancing Loans, (B) Indebtedness pursuant to Section 7.03(w) or (C) Indebtedness not expressly permitted to be incurred or issued pursuant to Section 7.03, the Borrower shall cause to be prepaid an aggregate principal amount of Term Loans equal to 100% of all Net Cash Proceeds received therefrom on or prior to the date which is five (5) Business Days after the receipt of such Net Cash Proceeds.

(iv) [Reserved].

(v) Each prepayment of Term Loans pursuant to this Section 2.05(b) shall be applied, at the option of the Borrower, ~~(A) to the Term B-2 Term Loans or (B)~~ pro rata among the ~~Initial~~2024 Term Loans and (except to the extent a lesser prepayment is required pursuant to the applicable Incremental Facility Amendment, Refinancing Amendment or Extension Offer with respect to other Classes of Term Loans) all other Classes of Term Loans to the scheduled installments thereof in the manner specified by the Borrower (and absent any such direction, in direct order of maturity of remaining amortization payments). Each such prepayment shall be

paid to the Lenders in accordance with their respective Applicable Percentages subject to clause (vi) of this Section 2.05(b).

(vi) The Borrower shall notify the Administrative Agent in writing of any mandatory prepayment of Term Loans required to be made pursuant to clauses (i), (ii) and (iii) of this Section 2.05(b) prior to 1:00 p.m. at least five (5) Business Days (or such lesser number of Business Days as shall be agreed to the Administrative Agent in its reasonable discretion) on the date of such prepayment. Each such notice shall specify the date of such prepayment and provide a reasonably detailed calculation of the amount of such prepayment. The Administrative Agent will promptly notify each Appropriate Lender of the contents of the Borrower's prepayment notice and of such Appropriate Lender's Applicable Percentage of the prepayment. Each Appropriate Lender may reject all of its Applicable Percentage of any mandatory prepayment (such declined amounts, the "Declined Proceeds") of Term Loans required to be made pursuant to clauses (i) or (ii) of this Section 2.05(b) by providing written notice (each, a "Rejection Notice") to the Administrative Agent and the Borrower no later than 5:00 p.m. three (3) Business Days after the date of such Lender's receipt of notice from the Administrative Agent regarding such prepayment. Each Rejection Notice from a given Lender shall specify the principal amount of the mandatory prepayment of Term Loans to be rejected by such Lender. If a Lender fails to deliver a Rejection Notice to the Administrative Agent within the time frame specified above or such Rejection Notice fails to specify the principal amount of the Term Loans to be rejected, any such failure will be deemed an acceptance of the total amount of such mandatory repayment of Term Loans. Any Declined Proceeds shall be retained by the Borrower ("Retained Declined Proceeds"). For the avoidance of doubt, the Borrower may, at its option, apply any amounts retained in accordance with the immediately preceding sentence to prepay loans in accordance with Section 2.05(a) above.

(vii) [Reserved].

(viii) Notwithstanding any other provisions of this Section 2.05(b), to the extent that any Excess Cash Flow or all or any portion of the Net Cash Proceeds of any asset sale or other Disposition or any Casualty Event or incurrence or issuance of Indebtedness by a Restricted Subsidiary giving rise to mandatory prepayment pursuant to Section 2.05(b)(ii) (each such Disposition and Casualty Event, a "Specified Asset Sale") or Section 2.05(b)(iii) (each such incurrence or issuance of Indebtedness, a "Specified Debt Issuance") (A) are prohibited or delayed by applicable local Law or prohibited by constituent document restrictions (including, without limitation, in the case of minority ownership by third parties) from being repatriated to the jurisdiction of organization of the Borrower or (B) with respect to which the Borrower has determined in good faith that repatriation of any or all of the Excess Cash Flow or Net Cash Proceeds of any Specified Asset Sale or Specified Debt Issuance to the jurisdiction of organization of the Borrower could reasonably be expected to have an adverse tax consequence to the Borrower or any of its Restricted Subsidiaries (including pursuant to Section 956 of the Code), then, solely to the extent such result is not directly attributable to actions taken by the Borrower or any of its Subsidiaries with the intent of avoiding or reducing any prepayment otherwise required under this Section 2.05(b), (1) an amount equal to the portion of such Excess Cash Flow or Net Cash Proceeds which would be so affected will not be required to be applied to repay Loans at the times provided in this Section 2.05(b) but may be retained by the applicable Restricted Subsidiary, (2) the Borrower agrees to use and to cause the applicable Restricted Subsidiary to use commercially reasonable efforts to overcome or eliminate any such restrictions and/or to minimize any such adverse tax consequences to make the relevant prepayment (net of an amount equal to the additional taxes that would be payable or reserved against as a result of a repatriation and any additional costs that would be incurred as a result of repatriation, whether or

not a repatriation actually occurs) within one year following the date on which the respective prepayment would otherwise have been required and (3) if within one year following the date on which the respective prepayment would otherwise have been required such repatriation of any of such affected Net Cash Proceeds and Excess Cash Flow is permissible under the applicable local law or applicable constituent documents (including, without limitation, in the case of minority ownership by third parties) or if such adverse tax consequence no longer exists (even if such cash is actually not repatriated), an amount equal to the amount of Net Cash Proceeds or Excess Cash Flow otherwise subject to such restrictions that could be repatriated will be promptly (and in any event not later than ten (10) Business Days after such repatriation is or such repatriation could be accomplished) applied (net of an amount equal to the additional taxes that would be payable or reserved against as a result of a repatriation and any additional costs that would be incurred as a result of repatriation, whether or not a repatriation actually occurs) to the repayment of the Loans pursuant to this Section 2.05(b). The non-application of any prepayment amounts as a consequence of the foregoing provisions will not, for the avoidance of doubt, constitute a Default or an Event of Default and shall be retained by the Borrower and its Restricted Subsidiaries. For the avoidance of doubt, Net Cash Proceeds and Excess Cash Flow (and related income) excluded from application under Section 2.05(b)(i) or (ii) by operation of this Section 2.05(b)(viii) shall also be excluded in any determinations of Restricted Payments permitted to be made pursuant to Section 7.06 (including, without limitation, for purposes of clauses (b) and (f) of the definition of "Available Amount").

(c) Interest, Funding Losses, Etc. All prepayments under this Section 2.05 shall be accompanied by all accrued interest thereon, together with, in the case of any such prepayment of a Term SOFR Loan on a date other than the last day of an Interest Period therefor, any amounts owing in respect of such Term SOFR Loan pursuant to Section 3.04.

(d) Discounted Voluntary Prepayments.

(i) Notwithstanding anything to the contrary set forth in this Agreement (including Section 2.13) or any other Loan Document, the Borrower shall have the right at any time and from time to time to prepay one or more Classes of Term Loans to the Lenders at a discount to the par value of such Loans and on a non pro rata basis (each, a "Discounted Voluntary Prepayment") pursuant to the procedures described in this Section 2.05(d), provided that (A) any Discounted Voluntary Prepayment shall be offered to all Lenders of such Class on a pro rata basis, (B) after giving effect to the Discounted Voluntary Prepayment, the aggregate Outstanding Amount of all Term Loans that are held by Affiliated Lenders shall not exceed 25% of the aggregate Outstanding Amount of the Term Loans then outstanding and (C) the Borrower shall deliver to the Administrative Agent, together with each Discounted Prepayment Option Notice, a certificate of a Responsible Officer of the Borrower (1) stating that no Specified Event of Default (in each case, with respect to the Borrower) has occurred and is continuing or would result from the Discounted Voluntary Prepayment, (2) stating that each of the conditions to such Discounted Voluntary Prepayment contained in this Section 2.05(d) has been satisfied and (3) specifying the aggregate principal amount of Term Loans of any Class offered to be prepaid pursuant to such Discounted Voluntary Prepayment.

(ii) To the extent the Borrower seeks to make a Discounted Voluntary Prepayment, the Borrower will provide written notice to the Administrative Agent substantially in the form of Exhibit I hereto (each, a "Discounted Prepayment Option Notice") that the Borrower desires to prepay Term Loans of one or more specified Classes in an aggregate principal amount specified therein by the Borrower (each, a "Proposed Discounted Prepayment Amount"), in each case at a discount to the par value of such Loans as specified below. The Proposed Discounted

Prepayment Amount of any Loans shall not be less than $10,000,000. The Discounted Prepayment Option Notice shall further specify with respect to the proposed Discounted Voluntary Prepayment (A) the Proposed Discounted Prepayment Amount for Loans to be prepaid, (B) a discount range (which may be a single percentage) selected by the Borrower with respect to such proposed Discounted Voluntary Prepayment equal to a percentage of par of the principal amount of the Loans to be prepaid (the "Discount Range") and (C) the date by which Lenders are required to indicate their election to participate in such proposed Discounted Voluntary Prepayment, which shall be at least five Business Days from and including the date of the Discounted Prepayment Option Notice (the "Acceptance Date").

(iii) Upon receipt of a Discounted Prepayment Option Notice, the Administrative Agent shall promptly notify each applicable Lender thereof. On or prior to the Acceptance Date, each such Lender may specify by written notice substantially in the form of Exhibit J hereto (each, a "Lender Participation Notice") to the Administrative Agent (A) a maximum discount to par (the "Acceptable Discount") within the Discount Range (for example, a Lender specifying a discount to par of 20% would accept a purchase price of 80% of the par value of the Term Loans to be prepaid) and (B) a maximum principal amount (subject to rounding requirements specified by the Administrative Agent) of the Term Loans to be prepaid held by such Lender with respect to which such Lender is willing to permit a Discounted Voluntary Prepayment at the Acceptable Discount ("Offered Loans"). Based on the Acceptable Discounts and principal amounts of the Term Loans to be prepaid specified by the Lenders in the applicable Lender Participation Notice, the Administrative Agent, in consultation with the Borrower, shall determine the applicable discount for such Term Loans to be prepaid (the "Applicable Discount"), which Applicable Discount shall be (A) the percentage specified by the Borrower if the Borrower has selected a single percentage pursuant to Section 2.05(d)(ii) for the Discounted Voluntary Prepayment or (B) otherwise, the highest Acceptable Discount at which the Borrower can pay the Proposed Discounted Prepayment Amount in full (determined by adding the Outstanding Amount of Offered Loans commencing with the Offered Loans with the highest Acceptable Discount); provided, however, that in the event that such Proposed Discounted Prepayment Amount cannot be repaid in full at any Acceptable Discount, the Applicable Discount shall be the lowest Acceptable Discount specified by the Lenders that is within the Discount Range. The Applicable Discount shall be applicable for all Lenders who have offered to participate in the Discounted Voluntary Prepayment and have Qualifying Loans. Any Lender with outstanding Term Loans to be prepaid whose Lender Participation Notice is not received by the Administrative Agent by the Acceptance Date shall be deemed to have declined to accept a Discounted Voluntary Prepayment of any of its Loans at any discount to their par value within the Applicable Discount.

(iv) The Borrower shall make a Discounted Voluntary Prepayment by prepaying those Term Loans to be prepaid (or the respective portions thereof) offered by the Lenders ("Qualifying Lenders") that specify an Acceptable Discount that is equal to or greater than the Applicable Discount ("Qualifying Loans") at the Applicable Discount, provided that if the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would exceed the amount of aggregate proceeds required to prepay the Proposed Discounted Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay such Qualifying Loans ratably among the Qualifying Lenders based on their respective principal amounts of such Qualifying Loans (subject to rounding requirements specified by the Administrative Agent). If the aggregate proceeds required to prepay all Qualifying Loans (disregarding any interest payable at such time) would be less than the amount of aggregate proceeds required to prepay the Proposed Discounted

Prepayment Amount, such amounts in each case calculated by applying the Applicable Discount, the Borrower shall prepay all Qualifying Loans.

(v) Each Discounted Voluntary Prepayment shall be made within ten (10) Business Days of the Acceptance Date (or such later date as the Administrative Agent shall reasonably agree, given the time required to calculate the Applicable Discount and determine the amount and holders of Qualifying Loans), without premium or penalty (but subject to Section 3.04), upon irrevocable notice substantially in the form of Exhibit K hereto (each a "Discounted Voluntary Prepayment Notice"), delivered to the Administrative Agent no later than 1:00 p.m. three (3) Business Days prior to the date of such Discounted Voluntary Prepayment, which notice shall specify the date and amount of the Discounted Voluntary Prepayment and the Applicable Discount determined by the Administrative Agent. Upon receipt of any Discounted Voluntary Prepayment Notice, the Administrative Agent shall promptly notify each relevant Lender thereof. If any Discounted Voluntary Prepayment Notice is given, the amount specified in such notice shall be due and payable to the applicable Lenders, subject to the Applicable Discount on the applicable Loans, on the date specified therein together with accrued interest (on the par principal amount) to but not including such date on the amount prepaid. The par principal amount of each Discounted Voluntary Prepayment of a Term Loan shall be applied ratably to reduce the remaining installments of such Class of Term Loans (as applicable).

(vi) To the extent not expressly provided for herein, each Discounted Voluntary Prepayment shall be consummated pursuant to procedures (including as to timing, rounding, minimum amounts, Type and Interest Periods and calculation of Applicable Discount in accordance with Section 2.05(d)(ii) above) established by the Administrative Agent and the Borrower, each acting reasonably.

(vii) Prior to the delivery of a Discounted Voluntary Prepayment Notice, (A) upon written notice to the Administrative Agent, the Borrower may withdraw or modify its offer to make a Discounted Voluntary Prepayment pursuant to any Discounted Prepayment Option Notice and (B) no Lender may withdraw its offer to participate in a Discounted Voluntary Prepayment pursuant to any Lender Participation Notice unless the terms of such proposed Discounted Voluntary Prepayment have been modified by the Borrower after the date of such Lender Participation Notice.

(viii) Nothing in this Section 2.05(d) shall require the Borrower to undertake any Discounted Voluntary Prepayment.

Section 2.06 Termination or Reduction of Term Commitments.

(a) Optional. The Borrower may, upon written notice to the Administrative Agent, terminate the unused Term Commitments of any Class, or from time to time permanently reduce the unused Term Commitments of any Class; provided that (i) any such notice shall be received by the Administrative Agent three (3) Business Days prior to the date of termination or reduction and (ii) any such partial reduction shall be in an aggregate amount of $5,000,000 or any whole multiple of $1,000,000 in excess thereof. Notwithstanding the foregoing, the Borrower may rescind or postpone any notice of termination of the Term Commitments if such termination would have resulted from a refinancing of all of the Facilities, which refinancing shall not be consummated or otherwise shall be delayed.

(b) Mandatory. The ~~Initial~~2018 Term Commitment of each ~~Initial Term~~ 2018 Term Lender was automatically and permanently reduced to $0 upon the making of such 2018 Term Lender's

2018 Term Loans pursuant to Section 2.01(a) on the Closing Date. The 2024 Term Commitment of each 2024 Term Lender shall be automatically and permanently reduced to $0 upon the making of such ~~Initial~~2024 Term Lender's ~~Initial Term Loans pursuant to Section 2.01(a) on the Closing Date. The Term B-2 Term Commitment of each Term B-2 Term Lender shall be automatically and permanently reduced to $0 upon the making of such Term B-2 Term Lender's Term B-2~~ 2024 Term Loans pursuant to Section 2.01(b) on the ~~Closing~~Amendment No. 4 Effective Date.

(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of unused Commitments of any Class under this Section 2.06.

Section 2.07 Repayment of Loans. The Borrower shall repay to the Administrative Agent for the ratable account of the ~~Initial~~2024 Term Lenders holding ~~Initial~~2024 Term Loans in Dollars (i) on the last Business Day of each fiscal quarter of the Borrower, commencing on ~~or about May 1, 2019~~the first such fiscal quarter ending after the Amendment No. 4 Effective Date, an aggregate principal amount equal to 0.25% of the aggregate principal amount of the ~~Initial~~2024 Term Loans funded on the ~~Closing~~Amendment No. 4 Effective Date and (ii) on the Maturity Date for the ~~Initial~~2024 Term Loans, the aggregate principal amount of all ~~Initial~~2024 Term Loans outstanding on such date; provided that payments required by clause (i) above shall be reduced as a result of the application of prepayments in accordance with Section 2.05. ~~The Borrower shall repay to the Administrative Agent for the ratable account of the Term B-2 Term Lenders holding Term B-2 Term Loans in Dollars on the Maturity Date for the Term B-2 Term Loans, the aggregate principal amount of all Term B-2 Term Loans outstanding on such date.~~ In the event any Incremental Term Loans or Extended Term Loans are made, such Incremental Term Loans or Extended Term Loans, as applicable, shall be repaid by the Borrower in the amounts and on the dates set forth in the definitive documentation with respect thereto and on the applicable Maturity Date thereof.

Section 2.08 Interest.

(a) Subject to the provisions of Section 2.08(b), (i) each Term SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate per annum equal to the ~~Adjusted~~ Term SOFR for such Interest Period plus the Applicable Rate; and (ii) each Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate per annum equal to the Base Rate plus the Applicable Rate.

(b) The Borrower shall pay interest on past due amounts under this Agreement at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. In addition, during any Event of Default pursuant to Section 8.01(f) or 8.01(g), the Obligations under the Loan Documents shall bear interest at the Default Rate (whether before or after any judgment). Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand to the fullest extent permitted by and subject to applicable Laws, including in relation to any required additional agreements.

(c) Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

Section 2.09 Fees. The Borrower shall pay to the Agents such fees as shall have been separately agreed upon in writing in the amounts and at the times so specified. Such fees shall be

fully earned when paid and shall not be refundable for any reason whatsoever (except as expressly agreed between the Borrower and the applicable Agent).

Section 2.10 Computation of Interest and Fees. All computations of interest for Base Rate Loans when the Base Rate is determined by the "corporate base rate" shall be made on the basis of a year of three hundred sixty five (365) days or three hundred sixty six (366) days, as the case may be, and actual days elapsed. All other computations of fees and interest shall be made on the basis of a three hundred sixty (360) day year and actual days elapsed. Interest shall accrue on each Loan for the day on which such Loan is made, and shall not accrue on such Loan, or any portion thereof, for the day on which such Loan or such portion is paid; provided that any such Loan that is repaid on the same day on which it is made shall, subject to Section 2.12(a), bear interest for one (1) day. Each determination by the Administrative Agent of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

Section 2.11 Evidence of Indebtedness.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and by one or more entries in the Register. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the Register, the Register shall be conclusive in the absence of demonstrable error. Upon the request of any Lender made through the Administrative Agent, the Borrower shall execute and deliver to such Lender (through the Administrative Agent) a Term Note payable to such Lender or its registered assigns, which shall evidence such Lender's Loans in addition to such accounts or records. Each Lender may attach schedules to its Term Note and endorse thereon the date, Type (if applicable), amount and maturity of its Loans and payments with respect thereto.

Section 2.12 Payments Generally.

(a) All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrower hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the applicable Administrative Agent's Office in Dollars and in immediately available funds not later than 3:00 p.m. on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Applicable Percentage (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Applicable Lending Office. All payments received by the Administrative Agent after 3:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue.

(b) Except as set forth in the definition of "Interest Period," if any payment to be made by the Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(c) Unless the Borrower or any Lender has notified the Administrative Agent, prior to the date any payment is required to be made by it to the Administrative Agent hereunder, that the Borrower or such Lender, as the case may be, will not make such payment, the Administrative Agent may assume that the Borrower or such Lender, as the case may be, has timely made such payment and may (but shall not be so required to), in reliance thereon, make available a corresponding amount to the

Person entitled thereto. If and to the extent that such payment was not in fact made to the Administrative Agent in immediately available funds, then:

(i) if the Borrower failed to make such payment, then the applicable Lender agrees to pay to the Administrative Agent forthwith on demand the portion of such assumed payment that was made available to such Lender in immediately available funds, together with interest thereon in respect of each day from and including the date such amount was made available by the Administrative Agent to such Lender to the date such amount is repaid to the Administrative Agent in immediately available funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, it being understood that nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Term Commitment or to prejudice any rights which the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder; and

(ii) if any Lender failed to make such payment, such Lender shall forthwith on demand pay to the Administrative Agent the amount thereof in immediately available funds, together with interest thereon for the period from the date such amount was made available by the Administrative Agent to the Borrower to the date such amount is recovered by the Administrative Agent (the "Compensation Period") at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. When such Lender makes payment to the Administrative Agent (together with all accrued interest thereon), then such payment amount (excluding the amount of any interest which may have accrued and been paid in respect of such late payment) shall constitute such Lender's Loan included in the applicable Borrowing. If such Lender does not pay such amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent may make a demand therefor upon the Borrower, and the Borrower shall pay such amount to the Administrative Agent, together with interest thereon for the Compensation Period at the interest rate applicable to such Loan. Nothing herein shall be deemed to relieve any Lender from its obligation to fulfill its Term Commitment or to prejudice any rights which the Administrative Agent or the Borrower may have against any Lender as a result of any default by such Lender hereunder.

A notice of the Administrative Agent to any Lender or the Borrower with respect to any amount owing under this Section 2.12(c) shall be conclusive, absent demonstrable error.

(d) If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrower by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(e) The obligations of the Lenders hereunder to make Loans are several and not joint. The failure of any Lender to make any Loan or to fund any such participation on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or purchase its participation.

(f) Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(g) Whenever any payment received by the Administrative Agent under this Agreement or any of the other Loan Documents is insufficient to pay in full all amounts due and payable to the Administrative Agent and the Lenders under or in respect of this Agreement and the other Loan Documents on any date, such payment shall be distributed by the Administrative Agent and applied by the Administrative Agent and the Lenders in the order of priority set forth in Section 8.04. If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied, the Administrative Agent may, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's Applicable Percentage of the Outstanding Amount of all Loans outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations under the Loan Documents then owing to such Lender.

(h) Notwithstanding anything to the contrary in any Loan Document, (a) payments (or portions thereof) made by a CFC or a FSHCO or, in either case, a Subsidiary thereof, pursuant to any provision of any Loan Document shall not, in any event, be applied to any Obligation and (b) no proceeds of Collateral that comprises the assets of a CFC or FSHCO or, in either case, a Subsidiary thereof, shall be used to satisfy any Obligation, and (c) no more than 65% of the voting Equity Interests of a CFC or FSHCO, in each case, shall be used to satisfy any Obligation.

Section 2.13 Sharing of Payments. If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans made by it any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its ratable share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Lenders such participations in the Loans made by them as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans or such participations, as the case may be, pro rata with each of them; provided that (x) if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 10.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon, (y) the provisions of this Section 2.13 shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant and (z) the provisions of this Section 2.13 shall not be construed to apply to any disproportionate payment obtained by a Lender of any Class as a result of the extension by Lenders of the maturity date or expiration date of some but not all Loans or Term Commitments of that Class or any increase in the Applicable Rate (or other pricing term, including any fee, discount or premium) in respect of Loans or Term Commitments of Lenders that have consented to any such extension to the extent such transaction is permitted hereunder. The Borrower agree that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by applicable Law, exercise all its rights of payment (including the right of setoff, but subject to Section 10.09) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. The Administrative Agent will keep records (which shall be

conclusive and binding in the absence of demonstrable error) of participations purchased under this Section 2.13 and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.13 shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased.

Section 2.14 Incremental Credit Extensions.

(a) At any time and from time to time, subject to the terms and conditions set forth herein, the Borrower may, by notice to the Administrative Agent ~~(whereupon the Administrative Agent shall promptly deliver a copy to each of the Lenders)~~, request to (x) increase the amount of Term Loans ~~(other than Term B-2 Term Loans)~~ or add one or more additional tranches of term loans (any such Term Loans or additional tranche of term loans, the "Incremental Term Loans") or (y) add one or more additional tranches of revolving credit commitments (any such revolving credit commitments, the "Incremental Revolving Commitments" and, any loans made thereunder, the "Incremental Revolving Loans", together with the Incremental Term Loans, the "Incremental Facilities"). Notwithstanding anything to contrary herein, the aggregate principal amount of all Incremental Facilities (other than Refinancing Loans) (determined at the time of incurrence), together with the aggregate principal amount of all Permitted Alternative Incremental Facilities Debt, shall not exceed the sum of (i) the Unrestricted Incremental First Lien Amount plus (ii) the amount of any voluntary prepayments, repurchases, redemptions or other retirements effected after the ~~Closing~~Amendment No. 4 Effective Date (including pursuant to debt buy-backs made by the Borrower or any Restricted Subsidiary pursuant to "Dutch Auction" procedures and open market purchases permitted hereunder, in an amount equal to the discounted amount actually paid in respect thereof) of Term Loans, Incremental Revolving Loans and Permitted Alternative Incremental Facilities Debt, in each case solely to the extent (x) such Indebtedness is secured on a pari passu basis with the ~~Initial~~2024 Term Loans and (y) accompanied by permanent commitment reductions if such Indebtedness is revolving in nature, but in each excluding any such prepayments, repurchases, redemptions or other retirements made with the proceeds of substantially concurrent borrowings of new Loans hereunder or with the proceeds of substantially concurrent incurrences of other long term Indebtedness (other than borrowings under the ABL Facility or other revolving indebtedness)) (this clause (ii), the "Voluntary Prepayment Amount") plus (iii) unlimited additional Incremental Facilities and Permitted Alternative Incremental Facilities Debt so long as (A) if such Indebtedness is secured by any Liens on the Collateral (other than Liens that are junior to the Liens securing the Obligations), the Consolidated First Lien Net Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than ~~3.75~~3.50:1.00, (B) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Liens securing the Obligations, the Consolidated Secured Net Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than ~~3.75~~4.50:1.00 and (C) if such Indebtedness is unsecured, at the Borrower's option, the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than ~~3.75~~4.50:1.00 (this clause (iii), the "Incremental Incurrence Test"); provided that (i) for purposes of calculating any ratio under the Incremental Incurrence Test, the full committed amount of any Incremental Facility or Permitted Alternative Incremental Facilities Debt, in each case then being incurred, shall be treated as being outstanding, (ii) if Indebtedness incurred in reliance on the Incremental Incurrence Test is incurred concurrently with Indebtedness incurred in reliance on the Unrestricted Incremental First Lien Amount and/or the Voluntary Prepayment Amount, the Consolidated First Lien Net Leverage Ratio, the Consolidated Secured Net Leverage Ratio or the Consolidated Total Net Leverage Ratio, as applicable, may exceed ~~3.75~~3.50:1.00, ~~3.75~~4.50:1.00 and ~~3.75~~4.50:1.00, respectively, solely to the extent of the principal amount of Indebtedness being incurred

concurrently in reliance on the Unrestricted Incremental First Lien Amount and/or the Voluntary Prepayment Amount and (iii) Incremental Facilities may be incurred pursuant to the Incremental Incurrence Test prior to utilization of the Unrestricted Incremental First Lien Amount and the Voluntary Prepayment Amount. Each Incremental Facility shall be in an integral multiple of $1,000,000 and be in an aggregate principal amount that is not less than $5,000,000~~.~~; provided that such amount may be less than the applicable minimum amount if such amount represents all the remaining availability hereunder as set forth above. Each Incremental Facility shall rank pari passu or junior in right of payment to the ~~Initial~~2024 Term Loans. To the extent such Incremental Facility is guaranteed or secured, each such Incremental Facility shall not be incurred or guaranteed by any Person that is not a Loan Party and shall not be secured by any assets that do not constitute Collateral and shall be subject to an Applicable Intercreditor Agreement. The Borrower shall be the borrower under any Incremental Facility.

(b) Any Incremental Term Loans (other than Refinancing Loans) (i) for purposes of prepayments, shall be treated substantially the same as (and in any event no more favorably than) the ~~Initial~~2024 Term Loans, (ii) shall have interest rate margins and (subject to clauses (iii) and (iv)) amortization schedule as determined by the Borrower and the lenders thereunder (provided that, solely in the case of any broadly syndicated Incremental Term Loans incurred on or prior to the date that is 12 months after the Amendment No. 4 Effective Date, if the Effective Yield of any such Incremental Term Loans that are secured by any Liens on the Collateral on a pari passu basis with the Liens securing the Obligations exceeds the Effective Yield of the ~~Initial~~2024 Term Loans immediately prior to the effectiveness of the applicable Incremental Facility Amendment by more than 0.50% per annum, the Applicable Rate and/or, as set forth below, the interest rate floor relating to the ~~Initial~~2024 Term Loans shall be adjusted such that the Effective Yield of the ~~Initial~~2024 Term Loans is equal to the Effective Yield of such Incremental Term Loans minus 0.50% per annum (the foregoing, collectively, the "MFN Adjustment"); provided, further, that any increase in Effective Yield with respect to the ~~Initial~~2024 Term Loans due to the application of an interest rate floor to any Incremental Term Loan greater than the interest rate floor applicable to the ~~Initial~~2024 Term Loans shall be effected solely through an increase in the interest rate floor applicable to the ~~Initial~~2024 Term Loans), (iii) any Incremental Term Loan shall not mature earlier than 91 days prior to the Latest Maturity Date applicable to the ~~Initial~~2024 Term Loans (or earlier than the Latest Maturity Date applicable to the Term Loans in the case of any such Incremental Term Loan that is secured with a Lien on the Collateral ranking *pari passu* with the Liens securing the Obligations), (iv) any Incremental Term Loan shall not have a Weighted Average Life to Maturity that is shorter than the Weighted Average Life to Maturity of the ~~Initial~~2024 Term Loans (without giving effect to any amortization or prepayments on the outstanding ~~Initial~~2024 Term Loans) and (v) except to the extent otherwise permitted by this Section 2.14, shall have the same terms and conditions as the ~~Initial~~2024 Term Loans (other than any terms and conditions that (x) apply only to periods after the then Latest Maturity Date with respect to the Term Loans or (y) are otherwise added for the benefit of the Term Lenders hereunder); provided that the foregoing requirements in clauses (b)(iii) and (iv) shall not apply to the extent such Incremental Term Loans constitute customary bridge loans, so long as the long-term Indebtedness into which such customary bridge facility is to be converted or exchanged satisfies the requirements of clauses (b)(iii) and (iv).

(c) Any Incremental Revolving Commitments (i) shall not have a final maturity date earlier than the ~~latest Applicable Terminate~~Termination Date (as defined in the ABL Credit Agreement) applicable to the ABL Facility, (ii) shall not be subject to (x) any mandatory prepayments (other than mandatory prepayments that are customary for revolving credit facilities with respect to loans thereunder exceeding the commitments) or (y) any mandatory commitment reductions or amortization and (iii) except to the extent otherwise permitted by this Section 2.14, shall have the same terms and conditions as the ~~Initial~~2024 Term Loans (other than any terms and conditions that (x) apply only to periods after the then Latest Maturity Date with respect to the Term Loans, (y) are otherwise added for the benefit of the

Term Lenders hereunder, and (z) are otherwise added or modified to reflect the revolving credit nature of such Incremental Revolving Commitments and are customary for revolving credit facilities).

(d) Each notice from the Borrower pursuant to this Section 2.14 shall set forth the requested amount and proposed terms of the relevant Incremental Facility. Any additional bank, financial institution, existing Lender or other Person that elects to extend Incremental Facilities shall be reasonably satisfactory to the Borrower and the Administrative Agent (any such bank, financial institution, existing Lender or other Person being called an "Additional Lender") and, if not already a Lender, shall become a Lender under this Agreement pursuant to an amendment (an "Incremental Facility Amendment") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrower, such Additional Lender, the Administrative Agent. No Lender shall be obligated to provide any Incremental Facility, unless it so agrees. Term Commitments in respect of any Incremental Term Loans shall become Term Commitments under this Agreement. An Incremental Facility Amendment may, without the consent of any other Lenders, effect such amendments to any Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to effect the provisions of this Section 2.14. Any Incremental Facility Amendment, and the use of proceeds thereunder, shall be pursuant to documentation to be mutually agreed between the applicable Lenders and the Borrower.

(e) The effectiveness of any Incremental Facility Amendment shall, unless otherwise agreed to by the Administrative Agent and the Additional Lenders, be subject to the satisfaction on the date thereof (each, an "Incremental Facility Closing Date") of each of the conditions set forth in Section 4.02 (it being understood that (i) the representations and warranties of each Loan Party set forth in Section 4.02 being true and correct in all material respect (although any representations and warranties which expressly relate to a given date or period shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be) and all references to "such date of such Credit Extension" shall be deemed to refer to the Incremental Facility Closing Date) and (ii) subject to Section 1.09, no Default or Event of Default shall exist, or would result from such issuance of the proceeds of such Incremental Facility; provided in the case of Incremental Facilities the proceeds of which will be used to finance a Limited Condition Transaction, (1) the only representations and warranties that will be required to be true and correct in all material respects as of the applicable Incremental Facility Closing Date shall be the Specified Representations (conformed as necessary for such Limited Condition Transaction) and (2) no Specified Events of Default shall be continuing at the time such Limited Condition Transaction is consummated. The proceeds of any Incremental Term Loans will be used only for general corporate purposes (including (without limitation) Permitted Acquisitions).

Section 2.15 Extensions of Term Loans.

(a) Notwithstanding anything to the contrary in this Agreement, pursuant to one or more offers (each, an "Extension Offer") made from time to time by the Borrower to all Lenders of any Class of Term Loans, in each case on a pro rata basis (based on the aggregate outstanding principal amount of the respective Term Loans of the applicable Class) and on the same terms to each such Lender, the Borrower is hereby permitted to consummate from time to time transactions with individual Lenders that accept the terms contained in such Extension Offers to extend the maturity date of each such Lender's Term Loans of the applicable Class and otherwise modify the terms of such Term Loans pursuant to the terms of the relevant Extension Offer (including, without limitation, by increasing the interest rate or fees payable in respect of such Term Loans (and related outstandings) and/or modifying the amortization schedule in respect of such Lender's Term Loans, and which such extensions shall not be subject to any "no default" requirement, pro forma compliance with any leverage ratio or other financial tests or "most favored nations provisions") (each, an "Extension," and each group of Term Loans, as applicable, in each case as so extended, as well as the original Term Loans (in each case not so extended), being a separate Class of Term Loans from the Class of Term Loans from which they were

converted, and it being understood that an Extension may be in the form of an increase in the amount of any other outstanding Class of Term Loans otherwise satisfying the criteria set forth below), so long as the following terms are satisfied: (i) except as to interest rates, fees, amortization, final maturity date, premium, call protection, required prepayment dates and participation in prepayments (which shall, subject to immediately succeeding clauses (ii), (iii) and (iv), be determined between the Borrower and set forth in the relevant Extension Offer), the Term Loans of any Term Lender that agrees to an extension with respect to such Term Loans extended pursuant to any Extension ("Extended Term Loans") shall have the same terms as the Class of Term Loans subject to such Extension Offer other than with respect to covenants or other provisions applicable to periods after the Latest Maturity Date, (ii) the final maturity date of any Extended Term Loans shall be no earlier than the then latest maturity date hereunder and the amortization schedule applicable to Term Loans pursuant to Section 2.07 for periods prior to the Maturity Date for Term Loans may not be increased, (iii) the Weighted Average Life to Maturity of any Extended Term Loans shall be no shorter than the remaining Weighted Average Life to Maturity of the Term Loans extended thereby, (iv) any Extended Term Loans may participate on a pro rata basis or a less than pro rata basis (but not greater than a pro rata basis) in any voluntary or mandatory repayments or prepayments hereunder, in each case as specified in the respective Extension Offer, (v) if the aggregate principal amount of Term Loans (calculated on the face amount thereof), as the case may be, in respect of which Term Lenders, as the case may be, shall have accepted the relevant Extension Offer shall exceed the maximum aggregate principal amount of Term Loans, as the case may be, offered to be extended by the Borrower pursuant to such Extension Offer, then the Term Loans, as the case may be, of such Term Lenders, as the case may be, shall be extended ratably up to such maximum amount based on the respective principal amounts (but not to exceed actual holdings of record) with respect to which such Term Lenders, as the case may be, have accepted such Extension Offer, (vi) all documentation in respect of such Extension shall be consistent with the foregoing, (vii) any applicable Minimum Extension Condition shall be satisfied unless waived by the Borrower and (viii) the Minimum Tranche Amount shall be satisfied unless waived by the Administrative Agent. No Lender shall be obligated to extend its Term Loans unless it so agrees.

(b) With respect to all Extensions consummated by the Borrower pursuant to this Section 2.15, (i) such Extensions shall not constitute voluntary or mandatory payments or prepayments for purposes of Section 2.05 and (ii) no Extension Offer is required to be in any minimum amount or any minimum increment~~,~~; provided that (x) the Borrower may at its election specify as a condition (a "Minimum Extension Condition") to consummating any such Extension that a minimum amount (to be determined and specified in the relevant Extension Offer in the Borrower's sole discretion and may be waived by the Borrower) of Term Loans (as applicable) of any or all applicable Classes be tendered and (y) no Class of Extended Term Loans shall be in an amount of less than $10,000,000 (the "Minimum Tranche Amount"), unless such Minimum Tranche Amount is waived by the Administrative Agent. The Administrative Agent and the Lenders hereby consent to the transactions contemplated by this Section 2.15 (including, for the avoidance of doubt, payment of any interest, fees or premium in respect of any Extended Term Loans on the such terms as may be set forth in the relevant Extension Offer) and hereby waive the requirements of any provision of this Agreement (including, without limitation, Sections 2.05, 2.12 and 2.13) or any other Loan Document that may otherwise prohibit any such Extension or any other transaction contemplated by this Section 2.15.

(c) No consent of any Lender or the Administrative Agent shall be required to effectuate any Extension, other than the consent of each Lender agreeing to such Extension with respect to one or more of its Term Loans; provided that any Lender that elects not to agree to such Extension (such Lender being, a "Non-Extending Lender") may be replaced by the Borrower pursuant to Section 3.06. All Extended Term Loans and all obligations in respect thereof shall be Obligations under this Agreement and the other Loan Documents that are secured by the Collateral on a *pari passu* basis with all other applicable Obligations under this Agreement and the other Loan Documents. The Lenders

hereby irrevocably authorize the Administrative Agent to enter into amendments to this Agreement and the other Loan Documents with the Borrower as may be necessary in order to establish new Classes in respect of Term Loans so extended and such technical amendments as may be necessary or appropriate in the reasonable opinion of the Administrative Agent and the Borrower in connection with the establishment of such new Classes, in each case on terms consistent with this Section 2.15.

(d) In connection with any Extension, the Borrower shall provide the Administrative Agent at least five (5) Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and shall agree to such procedures (including, without limitation, regarding timing, rounding and other adjustments and to ensure reasonable administrative management of the credit facilities hereunder after such Extension), if any, as may be established by, or acceptable to, the Administrative Agent, in each case acting reasonably to accomplish the purposes of this Section 2.15.

Section 2.16 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) [Reserved];

(b) the Outstanding Amount of Term Loans of such Defaulting Lender shall not be included in determining whether all Lenders or the Required Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or other modification pursuant to Section 10.01); provided that (x) any waiver, amendment or modification of the type described in clause (a), (b) or (c) of the first proviso in Section 10.01 that would apply to the Obligations owing to such Defaulting Lender or (y) any waiver, amendment or modification (other than as described in the forgoing clause (x) requiring the consent of all Lenders or each affected Lender) which affects such Defaulting Lender disproportionally when compared to other affected Lenders, in each case, shall require the consent of such Defaulting Lender with respect to the effectiveness of such waiver, amendment or modification with respect to the Obligations owing to such Defaulting Lender;

(c) any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article IX or otherwise), shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; second, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; third, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; fourth, so long as no Default or Event of Default exists, to the payment of any amounts owing to any Loan Party as a result of any judgment of a court of competent jurisdiction obtained by any Loan Party against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and fifth, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that, if such payment is a payment of the principal amount of any Loans, such payment shall be applied solely to pay the relevant Loans of the relevant non-Defaulting Lenders on a pro rata basis prior to being applied in the manner set forth in this clause (c).

Section 2.17 Permitted Debt Exchanges.

(a) Notwithstanding anything to the contrary contained in this Agreement, pursuant to one or more offers (each, a "Permitted Debt Exchange Offer") made from time to time by the Borrower to all Lenders (other than, with respect to any Permitted Debt Exchange Offer that constitutes an offering of securities, any Lender that, if requested by the Borrower, is unable to certify that it is (i) a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act), (ii) an institutional "accredited investor" (as defined in Rule 501 under the Securities Act) or (iii) not a "U.S. person" (as defined in Rule 902 under the Securities Act)) with outstanding Term Loans of a particular Class, the Borrower may from time to time consummate one or more exchanges of such Term Loans for Indebtedness (in the form of senior secured, senior unsecured, senior subordinated, or subordinated notes or loans) (such Indebtedness, "Permitted Debt Exchange Notes" and each such exchange, a "Permitted Debt Exchange"), so long as the following conditions are satisfied:

(i) each such Permitted Debt Exchange Offer shall be made on a pro rata basis to the Lenders (other than, with respect to any Permitted Debt Exchange Offer that constitutes an offering of securities, any Lender that, if requested by the Borrower, is unable to certify that it is (i) a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act), (ii) an institutional "accredited investor" (as defined in Rule 501 under the Securities Act) or (iii) not a "U.S. person" (as defined in Rule 902 under the Securities Act)) of each applicable Class based on their respective aggregate principal amounts of outstanding Term Loans under each such Class;

(ii) the aggregate principal amount (calculated on the face amount thereof) of such Permitted Debt Exchange Notes shall not exceed the aggregate principal amount (calculated on the face amount thereof) of Term Loans so refinanced, except to the extent a different incurrence basket pursuant Section 7.03 is utilized and with respect to an amount equal to any fees, expenses, commissions, underwriting discounts and premiums payable in connection with such Permitted Debt Exchange;

(iii) the stated final maturity of such Permitted Debt Exchange Notes is not earlier than the latest Maturity Date for the Class or Classes of Term Loans being exchanged, and such stated final maturity is not subject to any conditions that could result in such stated final maturity occurring on a date that precedes such latest maturity date (it being understood that acceleration or mandatory repayment, prepayment, redemption or repurchase of such Permitted Debt Exchange Notes upon the occurrence of an event of default, a change in control, an event of loss or an asset disposition shall not be deemed to constitute a change in the stated final maturity thereof);

(iv) such Permitted Debt Exchange Notes are not required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default, a change in control, an event of loss or an asset disposition) prior to the latest Maturity Date for the Class or Classes of Term Loans being exchanged, provided that, notwithstanding the foregoing, scheduled amortization payments (however denominated, including scheduled offers to repurchase) of such Permitted Debt Exchange Notes shall be permitted so long as the Weighted Average Life to Maturity of such Indebtedness shall be longer than the remaining Weighted Average Life to Maturity of the Class or Classes of Term Loans being exchanged;

(v) no Restricted Subsidiary is a borrower or guarantor with respect to such Indebtedness unless such Restricted Subsidiary is or substantially concurrently becomes a Loan Party;

(vi) if such Permitted Debt Exchange Notes are secured, such Permitted Debt Exchange Notes are secured on a *pari passu* basis or junior priority basis to the Obligations and (A) such Permitted Debt Exchange Notes are not secured by any assets not securing the Obligations unless such assets substantially concurrently secure the Obligations and (B) the beneficiaries thereof (or an agent on their behalf) shall become party to the Applicable Intercreditor Agreement;

(vii) the terms and conditions of such Permitted Debt Exchange Notes (excluding pricing and optional prepayment or redemption terms or covenants or other provisions applicable only to periods after the Maturity Date of the Class or Classes of Term Loans being exchanged) reflect market terms and conditions at the time of incurrence or issuance; provided that if such Permitted Debt Exchange Notes contain any financial maintenance covenants, such covenants shall not be more restrictive than (or in addition to) those contained in this Agreement (unless such covenants are also added for the benefit of the Lenders under this Agreement, in which case any requirement to so comply shall not require the consent of any Lender or Agent hereunder);

(viii) all Term Loans exchanged under each applicable Class by the Borrower pursuant to any Permitted Debt Exchange shall automatically be canceled and retired by the Borrower on date of the settlement thereof (and, if requested by the Administrative Agent, any applicable exchanging Lender shall execute and deliver to the Administrative Agent an Assignment and Assumption, or such other form as may be reasonably requested by the Administrative Agent, in respect thereof pursuant to which the respective Lender assigns its interest in the Term Loans being exchanged pursuant to the Permitted Debt Exchange to the Borrower for immediate cancellation), and accrued and unpaid interest on such Term Loans shall be paid to the exchanging Lenders on the date of consummation of such Permitted Debt Exchange, or, if agreed to by the Borrower and the Administrative Agent, the next scheduled Interest Payment Date with respect to such Term Loans (with such interest accruing until the date of consummation of such Permitted Debt Exchange);

(ix) if the aggregate principal amount of all Term Loans (calculated on the face amount thereof) of a given Class tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof of the applicable Class actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of such Class offered to be exchanged by the Borrower pursuant to such Permitted Debt Exchange Offer, then the Borrower shall exchange Term Loans under the relevant Class tendered by such Lenders ratably up to such maximum based on the respective principal amounts so tendered, or, if such Permitted Debt Exchange Offer shall have been made with respect to multiple Classes without specifying a maximum aggregate principal amount offered to be exchanged for each Class, and the aggregate principal amount of all Term Loans (calculated on the face amount thereof) of all Classes tendered by Lenders in respect of the relevant Permitted Debt Exchange Offer (with no Lender being permitted to tender a principal amount of Term Loans which exceeds the principal amount thereof actually held by it) shall exceed the maximum aggregate principal amount of Term Loans of all relevant Classes offered to be exchanged by the Borrower pursuant to such Permitted Debt Exchange Offer, then the Borrower shall exchange Term Loans across all Classes subject to such

Permitted Debt Exchange Offer tendered by such Lenders ratably up to such maximum amount based on the respective principal amounts so tendered;

(x) all documentation in respect of such Permitted Debt Exchange shall be consistent with the foregoing, and all written communications generally directed to the Lenders in connection therewith shall be in form and substance consistent with the foregoing and made in consultation with the Borrower and the Administrative Agent; and

(xi) any applicable Minimum Tender Condition or Maximum Tender Condition, as the case may be, shall be satisfied or waived by the Borrower.

Notwithstanding anything to the contrary herein, no Lender shall have any obligation to agree to have any of its Loans or Term Commitments exchanged pursuant to any Permitted Debt Exchange Offer.

(b) With respect to all Permitted Debt Exchanges effected by the Borrower pursuant to this Section 2.17, such Permitted Debt Exchange Offer shall be made for not less than $10,000,000 in aggregate principal amount of Term Loans, provided that subject to the foregoing the Borrower may at its election specify (A) as a condition (a "Minimum Tender Condition") to consummating any such Permitted Debt Exchange that a minimum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Borrower's discretion) of Term Loans of any or all applicable Classes be tendered and/or (B) as a condition (a "Maximum Tender Condition") to consummating any such Permitted Debt Exchange that no more than a maximum amount (to be determined and specified in the relevant Permitted Debt Exchange Offer in the Borrower's discretion) of Term Loans of any or all applicable Classes will be accepted for exchange. The Administrative Agent and the Lenders hereby acknowledge and agree that the provisions of Sections 2.05, 2.06 and 2.13 do not apply to the Permitted Debt Exchange and the other transactions contemplated by this Section 2.17 and hereby agree not to assert any Default or Event of Default in connection with the implementation of any such Permitted Debt Exchange or any other transaction contemplated by this Section 2.17.

(c) In connection with each Permitted Debt Exchange, the Borrower shall provide the Administrative Agent at least five (5) Business Days' (or such shorter period as may be agreed by the Administrative Agent) prior written notice thereof, and the Borrower and the Administrative Agent, acting reasonably, shall mutually agree to such procedures as may be necessary or advisable to accomplish the purposes of this Section 2.17; provided that the terms of any Permitted Debt Exchange Offer shall provide that the date by which the relevant Lenders are required to indicate their election to participate in such Permitted Debt Exchange shall be not less than five (5) Business Days following the date on which the Permitted Debt Exchange Offer is made. The Borrower shall provide the final results of such Permitted Debt Exchange to the Administrative Agent no later than three (3) Business Days prior to the proposed date of effectiveness for such Permitted Debt Exchange (or such shorter period agreed to by the Administrative Agent in its sole discretion) and the Administrative Agent shall be entitled to conclusively rely on such results.

(d) The Borrower shall be responsible for compliance with, and hereby agrees to comply with, all applicable securities and other laws in connection with each Permitted Debt Exchange, it being understood and agreed that (i) neither the Administrative Agent nor any Lender assumes any responsibility in connection with the Borrower's compliance with such laws in connection with any Permitted Debt Exchange and (ii) each Lender shall be solely responsible for its compliance with any applicable "insider trading" laws and regulations to which such Lender may be subject under the Exchange Act.

Section 2.18 Co-Borrowers.

(a) Each of the Lead Borrower and ~~the~~each Co-Borrower accepts joint and several liability hereunder in consideration of the financial accommodation provided or to be provided by the Administrative Agent and the Lenders under this Agreement and the other Loan Documents, for the mutual benefit, directly and indirectly, of each of the Lead Borrower and ~~the~~each Co-Borrower and in consideration of the undertakings of the Lead Borrower and ~~the~~each Co-Borrower to accept joint and several liability for the obligations of each other.

(b) Each of the Lead Borrower and ~~the~~each Co-Borrower shall be jointly and severally liable for the Obligations; it being understood and agreed that all proceeds of any ~~Initial~~2024 Term Loans will actually be made available to the Lead Borrower. Each of the Lead Borrower's and ~~the~~each Co-Borrower's obligations arising as a result of the joint and several liability of such Borrower hereunder, with respect to Loans made to the Lead Borrower hereunder, shall be separate and distinct obligations, but all such obligations shall be primary obligations of each of the Lead Borrower and ~~the~~each Co-Borrower.

(c) Upon the occurrence and during the continuation of any Event of Default, the Administrative Agent and the Lenders may proceed directly and at once, without notice, against ~~either~~ the Lead Borrower or ~~the~~any Co-Borrower to collect and recover the full amount, or any portion of, the Obligations, without first proceeding against any other Borrower or any other Person, or against any security or collateral for the Obligations. Each of the Lead Borrower and ~~the~~each Co-Borrower waives, to the maximum extent permitted by law, all suretyship defenses and consents and agrees that the Administrative Agent and the Lenders shall be under no obligation to marshal any assets in favor of ~~either~~ the Lead Borrower or ~~the~~any Co-Borrower or against or in payment of any or all of the Obligations.

(d) Each representation and warranty made on behalf of ~~the~~any Co-Borrower by the Lead Borrower shall be deemed for all purposes to have been made by ~~the~~such Co-Borrower and shall be binding upon and enforceable against ~~the~~such Co-Borrower to the same extent as if the same had been made directly by ~~the~~such Co-Borrower.

(e) Any reference to the "Borrower" in this Agreement and in any other Loan Document means the Lead Borrower, individually, or the Lead Borrower and the ~~Co-Borrower~~Co-Borrowers collectively, as the context may require; provided that (i) any reference in this Agreement and in any other Loan Document to the "Borrower and its Subsidiaries" or the "Borrower and its Restricted Subsidiaries" (or phrases of like nature) shall be deemed to refer to the "Lead Borrower and its Subsidiaries" or the "Lead Borrower and its Restricted Subsidiaries" (as applicable and modified as necessary as the context requires), (ii) any reference in this Agreement and in any other Loan Document to the fiscal year or any fiscal quarter of the Borrower shall be deemed to refer to the fiscal year or the applicable fiscal quarter of the Lead Borrower and (iii) unless the context requires otherwise, any reference in this Agreement and in any other Loan Document to financial statements of the Borrower shall be deemed to refer to financial statements of the Lead Borrower.

(f) For all purposes of this Agreement, ~~the~~each Co-Borrower hereby (i) authorizes the Lead Borrower to make such requests, give such notices or furnish such certificates to the Administrative Agent or the Lenders as may be required or permitted by this Agreement for the benefit of the Lead Borrower and ~~the~~such Co-Borrower and to give any consents on behalf of ~~the~~such Co-Borrower required by this Agreement and (ii) authorizes the Administrative Agent to treat such requests, notices, certificates or consents made, given or furnished by the Lead Borrower as having been made, given or furnished by the Lead Borrower and ~~the~~such Co-Borrower (and the other Co-Borrowers) for purposes of

this Agreement. Unless otherwise agreed to by the Administrative Agent or specified in this Agreement, the Lead Borrower shall be the only Person entitled to make, give or furnish such requests, notices, certificates or requests directly to the Administrative Agent or the Lenders for purposes of this Agreement. ~~The~~Each Co-Borrower agrees to be bound by all such requests, notices, certificates and consents and other such actions by the Lead Borrower. In each case, the Administrative Agent and the Lenders shall be entitled to rely upon all such requests, notices, certificates and consents made, given or furnished by the Lead Borrower pursuant to the provisions of this Agreement or any other Loan Document as being made or furnished on behalf of, and with the effect of irrevocably binding, the Lead Borrower and ~~the~~each Co-Borrower.

Section 2.19 Alternate Rate of Interest.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document (and any Swap Contract shall be deemed not to be a "Loan Document" for purposes of this Section 2.19), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (2) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders of each Class. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Lead Borrower and the Lenders of (i) any occurrence of a Benchmark Transition Event and its related Benchmark Replacement Date, (ii) the implementation of any Benchmark Replacement, (iii) the effectiveness of any Benchmark Replacement Conforming Changes, (iv) the removal or reinstatement of any tenor of a Benchmark pursuant to clause (d) below and (v) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.19, 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 2.19.

(d) Unavailability of Tenor of Benchmark. 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 Term SOFR) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is or will be no longer representative, then the Administrative Agent may modify the definition of "Interest Period" for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is or will no longer be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Benchmark Unavailability Period. Upon the Lead Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, the Lead Borrower may revoke any request for a Term SOFR Borrowing of, conversion to or continuation of Term SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Lead Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to Base 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 Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of Base Rate.

ARTICLE III

Taxes, Increased Costs Protection and Illegality

Section 3.01 Taxes.

(a) Except as provided in this Section 3.01, any and all payments by the Borrower or any Guarantor to or for the account of any Agent or any Lender under any Loan Document shall be made free and clear of and without deduction for any Taxes unless required by applicable Law. If any applicable withholding agent shall be required by any Laws to deduct any Taxes from or in respect of any sum payable under any Loan Document to any Agent or any Lender, (i) if such Taxes are Indemnified Taxes, the sum payable by the Borrower or applicable Guarantor shall be increased as necessary so that after all required deductions have been made (including deductions applicable to additional sums payable under this Section 3.01), each of such Agent and such Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) such applicable withholding agent shall make such deductions, (iii) such applicable withholding agent shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Laws, and (iv) within thirty (30) days after the date of such payment by such applicable withholding agent (or, if receipts or evidence are not available within thirty (30) days, as soon as possible thereafter), such applicable withholding agent shall furnish to Borrower and such Agent or Lender (as the case may be) the original or a facsimile copy of a receipt evidencing payment thereof to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent.

(b) In addition, but without duplication of any amounts payable pursuant to Section 3.01(a) or (c), the Borrower agrees to pay all Other Taxes.

(c) Without duplication of any amounts payable pursuant to Section 3.01(a) or Section 3.01(b), the Borrower agrees to indemnify each Agent and each Lender for (i) the full amount of Indemnified Taxes (including any Indemnified Taxes imposed or asserted by any jurisdiction in respect of amounts payable under this Section 3.01) payable by such Agent and such Lender and (ii) any reasonable and documented expenses arising therefrom or with respect thereto, in each case whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Such Agent or Lender, as the case may be, will, at the Borrower's request, provide the Borrower with a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts which shall be conclusive absent manifest error. Payment under this Section 3.01(c) shall be made within ten (10) days after the date such Lender or such Agent makes a demand therefor. Notwithstanding anything to the contrary contained in this Section 3.01(c), no Loan Party shall be required to indemnify any Agent or any Lender pursuant to this Section 3.01(c) for any incremental interest, penalties or expenses resulting from the failure of such Agent or Lender to notify the Loan Party of such possible indemnification claim within 180 days after such Agent or Lender receives written notice from the applicable taxing authority of the specific tax assessment giving rise to such indemnification claim. Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 10.07(e) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph 3.01(c).

(d) If any Lender or Agent determines, in its reasonable discretion, that it has received a refund in respect of any Indemnified Taxes as to which indemnification or additional amounts have been paid to it by the Borrower or any Guarantor pursuant to this Section 3.01, it shall promptly remit an amount equal to such refund as soon as practicable after it is determined that such refund pertains to Indemnified Taxes (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or any Guarantor under this Section 3.01 with respect to the Indemnified Taxes giving rise to such refund plus any interest included in such refund by the relevant taxing authority attributable thereto) to the Borrower, net of all reasonable out-of-pocket expenses (including any Taxes) of the Lender or Agent, as the case may be and without interest (other than any interest paid by the relevant taxing authority with respect to such refund); provided that the Borrower, upon the request of the Lender or Agent, as the case may be, agree promptly to return an amount equal to such refund (plus any applicable interest, additions to tax or penalties) to such party in the event such party is required to repay such refund to the relevant taxing authority. Such Lender or Agent, as the case may be, shall, at the Borrower's request, provide the Borrower with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant taxing authority (provided that such Lender or Agent may delete any information therein that such Lender or Agent deems confidential). Nothing herein contained shall interfere with the right of a Lender or Agent to arrange its Tax affairs in whatever manner it thinks fit nor oblige any Lender or Agent to claim any Tax refund or to make

available its Tax returns or disclose any information relating to its Tax affairs or any computations in respect thereof or require any Lender or Agent to do anything that would prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled.

(e) Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 3.01(a) or Section 3.01(c) with respect to such Lender it will, if requested by the Borrower, use commercially reasonable efforts (subject to legal and regulatory restrictions), at Borrower's expense, to designate another Applicable Lending Office for any Loan affected by such event; provided that such efforts are made on terms that, in the judgment of such Lender, cause such Lender and its Applicable Lending Office(s) to suffer no material economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section 3.01(e) shall affect or postpone any of the Obligations of the Borrower or the rights of such Lender pursuant to Section 3.01(a) or Section 3.01(c).

(f) Each Lender shall, at such times as are reasonably requested by the Borrower or the Administrative Agent, provide the Borrower and the Administrative Agent with any documentation prescribed by law, or reasonably requested by the Borrower or the Administrative Agent, certifying as to any entitlement of such Lender to an exemption from, or reduction in, any withholding Tax, with respect to any payments to be made to such Lender under any Loan Document. Each such Lender shall, whenever a lapse in time or change in circumstances renders such documentation (including any documentation specifically referenced below) expired, obsolete or inaccurate in any material respect, deliver promptly to the Borrower and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the applicable withholding agent) or promptly notify the Borrower and the Administrative Agent in writing of its inability to do so. Solely for purposes of this Section 3.01(f), the definition of "Lender" shall include the Administrative Agent.

Without limiting the generality of the foregoing:

(i) Each Lender that is a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (from time to time thereafter upon reasonable request of the Borrower or the Administrative Agent) two properly completed and duly signed original copies of Internal Revenue Service Form W-9 (or any successor form) certifying that such Lender is exempt from U.S. federal backup withholding;

(ii) Each Lender that is not a "United States person" (as defined in Section 7701(a)(30) of the Code) shall deliver to the Borrower and the Administrative Agent on or before the date on which it becomes a party to this Agreement (and from time to time thereafter when required by Law or upon the reasonable request of the Borrower or the Administrative Agent) whichever of the following is applicable:

(A) two duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable (or any successor forms) claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(B) two duly completed copies of Internal Revenue Service Form W-8ECI (or any successor forms),

(C) in the case of a Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) or the Code, (x) a certificate, in substantially the form of Exhibit L

(any such certificate a "United States Tax Compliance Certificate"), or any other form approved by the Administrative Agent, 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 the 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, and (y) two duly completed copies of Internal Revenue Service Form W-8BEN or W-8BEN-E, as applicable (or any successor forms),

(D) to the extent a Lender is not the beneficial owner (for example, where the Lender is a partnership), Internal Revenue Service Form W-8IMY (or any successor forms) of the Lender, accompanied by a Form W-8ECI, W-8BEN or W-8BEN-E, as applicable (or any successor forms), United States Tax Compliance Certificate, Form W-9, Form W-8IMY (or other successor forms) or any other required information from each beneficial owner, as applicable (provided that, if the Lender is a partnership and one or more direct or indirect partners are claiming the portfolio interest exemption, the United States Tax Compliance Certificate may be provided by such Lender on behalf of such direct or indirect partner(s)), or

(E) two duly completed copies of any other form prescribed by applicable U.S. federal income tax laws (including the Treasury regulations) as a basis for claiming a complete exemption from, or a reduction in, U.S. federal withholding Tax on any payments to such Lender under the Loan Documents.

(iii) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their FATCA obligations, to determine whether such Lender has or has not complied with such Lender's FATCA obligations and to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 3.01(f)(iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Notwithstanding any other provision of this clause (f), a Lender shall not be required to deliver any form that such Lender is not legally eligible to deliver.

Each Lender hereby authorizes the Administrative Agent to deliver to the Loan Parties and to any successor Administrative Agent any documentation provided by such Lender to the Administrative Agent pursuant to this Section 3.01(f).

Section 3.02 Inability to Determine Rates. Other than as set forth in Section 1.10, if the Administrative Agent or the Required Lenders determine that for any reason adequate and reasonable means do not exist for determining the Term SOFR for any requested Interest Period with respect to a proposed Term SOFR Loan denominated in any currency, or the Required Lenders (excluding for all purposes of this Section 3.02 only, the portion of the Total Outstandings that are not available for Loans in such currency) determine that the Term SOFR for any Interest Period with respect to such proposed Term SOFR Loan does not adequately and fairly reflect the cost to such Lenders of funding such Loan, the Administrative Agent will promptly so notify the Borrower and each Lender. Thereafter, the obligation of the Lenders to make or maintain Term SOFR Loans in such currency shall be suspended until the

Administrative Agent (upon the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for a Borrowing of, conversion to or continuation of Term SOFR Loans or, failing that, will be deemed to have converted such request into a request for a Borrowing of Base Rate Loans in the amount specified therein and (ii) any outstanding affected Term SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 3.04. Subject to Section 2.19, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR" cannot be determined pursuant to the definition thereof on any given day, the interest rate for Base Rate Loans shall be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate" until the Administrative Agent revokes such determination.

Section 3.03 Increased Cost and Reduced Return; Capital Adequacy; Reserves on Term SOFR Loans.

(a) If any Lender determines that as a result of any Change in Law, or such Lender's compliance therewith, there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining any Loan, or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing (excluding for purposes of this Section 3.03(a) any such increased costs or reduction in amount resulting from (i) Indemnified Taxes or Other Taxes indemnifiable under Section 3.01, (ii) Excluded Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, (iii) Excluded Taxes described in clause (a) of the definition of Excluded Taxes to the extent such Taxes are imposed on or measured by such Lender's net income or profits (or are franchise Taxes imposed in lieu thereof) or (iv) reserve requirements contemplated by Section 3.03(c)), then from time to time within fifteen (15) days after demand by such Lender setting forth in reasonable detail such increased costs (with a copy of such demand to the Administrative Agent given in accordance with Section 3.05), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction; provided that in the case of any Change in Law only applicable as a result of the proviso set forth in the definition thereof, such Lender will only be compensated for such amounts that would have otherwise been imposed under the applicable increased cost provisions and only to the extent the applicable Lender is imposing such charges on other similarly situated borrower under comparable syndicated credit facilities.

(b) If any Lender determines that as a result of any Change in Law regarding capital adequacy or any change therein or in the interpretation thereof, in each case after the Closing Date, or compliance by such Lender (or its Applicable Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and such Lender's desired return on capital), then from time to time upon demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such demand to the Administrative Agent given in accordance with Section 3.05), the Borrower shall pay to such Lender such additional amounts as will compensate such Lender for such reduction within fifteen (15) days after receipt of such demand.

(c) The Borrower shall pay to each Lender, (i) as long as such Lender shall be required to maintain reserves with respect to the making, funding or maintaining of any Term SOFR Loan, additional interest on the unpaid principal amount of each Term SOFR Loan equal to the actual costs of such reserves allocated to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive in the absence of demonstrable error), and (ii) as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of

any other central banking or financial regulatory authority imposed in respect of the maintenance of the Term Commitments or the funding of the Term SOFR Loans, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Term Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent demonstrable error) which in each case shall be due and payable on each date on which interest is payable on such Loan, provided, the Borrower shall have received at least fifteen (15) days' prior notice (with a copy to the Administrative Agent) of such additional interest or cost from such Lender. If a Lender fails to give notice fifteen (15) days prior to the relevant Interest Payment Date, such additional interest or cost shall be due and payable fifteen (15) days after receipt of such notice.

(d) Subject to Section 3.05(b), failure or delay on the part of any Lender to demand compensation pursuant to this Section 3.03 shall not constitute a waiver of such Lender's right to demand such compensation.

(e) If any Lender requests compensation under this Section 3.03, then such Lender will, if requested by the Borrower, use commercially reasonable efforts to designate another Applicable Lending Office for any Loan affected by such event; provided that such efforts are made on terms that, in the reasonable judgment of such Lender, cause such Lender and its Applicable Lending Office(s) to suffer no material economic, legal or regulatory disadvantage; and provided further that nothing in this Section 3.03(e) shall affect or postpone any of the Obligations of the Borrower or the rights of such Lender pursuant to Section 3.03(a), (b), (c) or (d).

Section 3.04 Funding Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, the Borrower shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any continuation, conversion, payment or prepayment of any Term SOFR Loan on a day other than the last day of the Interest Period for such Loan; or

(b) any failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan (other than a Base Rate Loan) on the date or in the amount notified by the Borrower;

including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained.

Section 3.05 Matters Applicable to All Requests for Compensation.

(a) Any Agent or any Lender claiming compensation under this Article III shall deliver a certificate to the Borrower setting forth the additional amount or amounts to be paid to it hereunder which shall be conclusive in the absence of demonstrable error. In determining such amount, such Agent or such Lender may use any reasonable averaging and attribution methods.

(b) With respect to any Lender's claim for compensation under Section 3.01, Section 3.02, Section 3.03 or Section 3.04, the Borrower shall not be required to compensate such Lender for any amount incurred more than one hundred and eighty (180) days prior to the date that such Lender notifies the Borrower of the event that gives rise to such claim; provided that, if the circumstance giving rise to such claim is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof. If any Lender requests compensation by the Borrower under Section 3.03, the Borrower may, by notice to such Lender (with a copy to the Administrative Agent),

suspend the obligation of such Lender to make or continue Term SOFR Loans from one Interest Period to another, or to convert Base Rate Loans into Term SOFR Loans, until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.05(c) shall be applicable); provided that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(c) If the obligation of any Lender to make or continue any Term SOFR Loan from one Interest Period to another, or to convert Base Rate Loans into Term SOFR Loans shall be suspended pursuant to Section 3.05(b) hereof, such Lender's Term SOFR Loans denominated in Dollars shall be automatically converted into Base Rate Loans on the last day(s) of the then current Interest Period(s) for such Term SOFR Loans (or, in the case of an immediate conversion required by Section 3.02, on such earlier date as required by Law) and, unless and until such Lender gives notice as provided below that the circumstances specified in Section 3.01, Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to such conversion no longer exist:

(i) to the extent that such Lender's Term SOFR Loans denominated in Dollars have been so converted, all payments and prepayments of principal that would otherwise be applied to such Lender's Term SOFR Loans shall be applied instead to its Base Rate Loans; and

(ii) all Loans denominated in Dollars that would otherwise be made or continued from one Interest Period to another by such Lender as Term SOFR Loans shall be made or continued instead as Base Rate Loans, and all Base Rate Loans of such Lender that would otherwise be converted into Term SOFR Loans shall remain as Base Rate Loans.

(d) If any Lender gives notice to the Borrower (with a copy to the Administrative Agent) that the circumstances specified in Section 3.01, Section 3.02, Section 3.03 or Section 3.04 hereof that gave rise to the conversion of such Lender's Term SOFR Loans denominated in Dollars pursuant to this Section 3.05 no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when Term SOFR Loans made by other Lenders are outstanding, such Lender's Base Rate Loans shall be automatically converted to Term SOFR Loans, on the first day(s) of the next succeeding Interest Period(s) for such outstanding Term SOFR Loans, to the extent necessary so that, after giving effect thereto, all Loans held by the Lenders holding Term SOFR Loans and by such Lender are held pro rata (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective principal amount of Term Commitments.

Section 3.06 Replacement of Lenders under Certain Circumstances.

(a) If at any time (i) any Lender requests reimbursement for amounts owing pursuant to Section 3.01 or Section 3.03 as a result of any condition described in such Sections and such Lender has declined or is unable to designate a different lending office in accordance with Section 3.01(e) or any Lender ceases to make Term SOFR Loans as a result of any condition described in Section 3.02 or Section 3.03, (ii) any Lender becomes a Defaulting Lender, (iii) any Lender becomes a Non-Consenting Lender or (iv) any Lender becomes a Non-Extending Lender, then the Borrower may, at its sole expense and on prior written notice to the Administrative Agent and such Lender, replace such Lender by requiring such Lender to (and such Lender shall be obligated to) assign pursuant to Section 10.07(b) (with the assignment fee to be paid by the Borrower in such instance) all of its rights and obligations under this Agreement (or, with respect to clause (iii) and clause (iv) above, all of its rights and obligations with respect to the Class of Loans, Term Commitments or Incremental Revolving Commitments that is the subject of the related consent, waiver or amendment) to one or more Eligible Assignees (provided that neither the Administrative Agent nor any Lender shall have any obligation to the Borrower to find a replacement Lender or other such Person; and provided, further, that (A) in the

case of any such assignment resulting from a claim for compensation under Section 3.03 or payments required to be made pursuant to Section 3.01, such assignment will result in a reduction in such compensation or payments and (B) in the case of any such assignment resulting from a Lender becoming a Non-Consenting Lender or a Non-Extending Lender, the applicable Eligible Assignees shall have agreed to the applicable departure, waiver or amendment of the Loan Documents).

(b) Any Lender being replaced pursuant to Section 3.06(a) above shall (i) execute and deliver an Assignment and Assumption with respect to such Lender's Term Commitment, Incremental Revolving Commitments and outstanding Loans, as applicable (provided that the failure of any such Lender to execute an Assignment and Assumption shall not render such assignment invalid and such assignment shall be recorded in the Register) and (ii) deliver Term Notes, if any, evidencing such Loans to the Borrower or Administrative Agent. Pursuant to such Assignment and Assumption, (A) the assignee Lender shall acquire all or a portion, as the case may be, of the assigning Lender's Term Commitments, Incremental Revolving Commitments and outstanding Loans, as applicable, (B) all obligations of the Loan Parties owing to the assigning Lender relating to the Loan Documents and participations so assigned shall be paid in full by the assignee Lender or the Loan Parties (as applicable) to such assigning Lender concurrently with such assignment and assumption, any amounts owing to the assigning Lender (other than a Defaulting Lender) under Section 3.04 as a consequence of such assignment and, in the case of an assignment of Term Loans in connection with a Repricing Transaction, the premium, if any, that would have been payable by the Borrower on such date pursuant to Section 2.05(a)(iv) if such Lender's Term Loans subject to such assignment had been prepaid on such date shall have been paid by the Borrower to the assigning Lender and (C) upon such payment and, if so requested by the assignee Lender, the assignor Lender shall deliver to the assignee Lender the appropriate Term Notes executed by the Borrower, the assignee Lender shall become a Lender hereunder and the assigning Lender shall cease to constitute a Lender hereunder with respect to such assigned Loans, Term Commitments, Incremental Revolving Commitments and participations, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender.

(c) [Reserved].

(d) In the event that (i) the Borrower or the Administrative Agent have requested that the Lenders consent to a departure or waiver of any provisions of the Loan Documents or agree to any amendment thereto, (ii) the consent, waiver or amendment in question requires the agreement of all affected Lenders in accordance with the terms of Section 10.01 or all the Lenders with respect to a certain Class of the Loans and (iii) the Required Lenders, as applicable, have agreed to such consent, waiver or amendment, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a "Non-Consenting Lender."

Section 3.07 Illegality. If any Lender determines that any Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its Applicable Lending Office to perform any of its obligations hereunder or make, maintain or fund or charge interest with respect to any Credit Extension whose interest is determined based upon Term SOFR or to determine or charge interest rates based upon Term SOFR, then, on notice thereof by such Lender to the Borrower through the Administrative Agent, (i) any obligation of such Lender to issue, make, maintain, fund or charge interest with respect to any such Credit Extension or continue Term SOFR Loans or to convert Base Rate Loans to Term SOFR Loans shall be suspended, and (ii) if such notice asserts the illegality of such Lender making or maintaining Base Rate Loans the interest rate on which is determined by reference to the Term SOFR component of the Base Rate, the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to clause (c) of the definition of "Base Rate", in each case until such Lender notifies the Administrative Agent and the Borrower that the circumstances giving rise to such determination no longer

exist. Upon receipt of such notice, (x) the Borrower shall, upon demand from such Lender (with a copy to the Administrative Agent), prepay or, if applicable, convert all Term SOFR Loans of such Lender to Base Rate Loans (the interest rate on which Base Rate Loans of such Lender shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Term SOFR component of the Base Rate), either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Term SOFR Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Term SOFR Loans and (y) if such notice asserts the illegality of such Lender determining or charging interest rates based upon Term SOFR, the Administrative Agent shall during the period of such suspension compute the Base Rate applicable to such Lender without reference to clause (c) of the definition of "Base Rate" of the definition thereof until the Administrative Agent is advised in writing by such Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon Term SOFR. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted.

Section 3.08 Survival. All of the Borrower's obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder and any assignment of rights by or replacement of a Lender.

ARTICLE IV

Conditions Precedent to Credit Extensions

Section 4.01 Conditions to Closing Date. The obligation of each Lender to make its initial Credit Extension hereunder on the Closing Date is subject to satisfaction of the following conditions precedent (or waiver thereof in accordance with Section 10.01):

(a) The Administrative Agent's (or its legal counsel's) receipt of the following, each of which shall be originals or facsimiles (followed promptly by originals) unless otherwise specified, each properly executed by a Responsible Officer of the signing Loan Party (other than in respect of (a)(vi) below), each in form and substance reasonably satisfactory to the Administrative Agent and its legal counsel:

(i) executed counterparts of this Agreement from each of the Loan Parties listed on the signature pages thereto;

(ii) a Term Note executed by the Borrower in favor of each Lender that has requested a Term Note at least five (5) Business Days in advance of the Closing Date;

(iii) a Committed Loan Notice with respect to the Loans to be made on the Closing Date meeting the requirements of Section 2.02(a);

(iv) each Collateral Document required to be executed on the Closing Date duly executed by each Loan Party party thereto, together with (except as provided in such Collateral Documents);

(A) all Pledged Collateral required to be pledged and delivered pursuant to the Collateral and Guarantee Requirement to the Administrative Agent or, to the extent in accordance with the terms of the Intercreditor Agreement, the ABL Facility Administrative Agent;

(B) subject to the last paragraph of this Section 4.01, evidence that all other actions, recordings and filings that the Administrative Agent or Collateral Agent may deem reasonably necessary to satisfy the Collateral and Guarantee Requirement shall have been taken, completed or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent and Collateral Agent;

(v) a certificate of a Responsible Officer, responsible officer, secretary or assistant secretary of each Loan Party, dated the Closing Date, with customary certifications and attaching (i) a copy of the resolutions of the applicable governing body of each Loan Party (or a duly authorized committee thereof) authorizing the execution, delivery, and performance of the Loan Documents (and any agreements relating thereto) to which it is a party, (ii) the applicable Organization Documents of each Loan Party and, to the extent applicable in the jurisdiction of organization of such Loan Party, a certificate as to its good standing or compliance (or equivalent, as applicable) as of a recent date from an applicable Governmental Authority in such jurisdiction of organization and (iii) signature and incumbency certificates (or other comparable documents evidencing the same) of the authorized officers of each Loan Party executing the Loan Documents to which it is a party;

(vi) customary favorable legal opinions from (a) Skadden, Arps, Slate, Meagher & Flom LLP, (b) Shook, Hardy & Bacon, (c) Morgan, Lewis & Bockius and (d) Gray Robinson, P.A., in each case as counsel to the Loan Parties, and in each case dated as of the Closing Date and addressed to the Lenders and the Administrative Agent; and

(vii) (a) a certificate attesting to the Solvency of the Borrower and its Subsidiaries (on a Consolidated basis) on the Closing Date after giving effect to the Transaction, from the Borrower's chief financial officer or other officer with equivalent duties in the substantially similar form included as Annex I to Exhibit D to the Closing Date Commitment Letter and (b) a certificate of a Responsible Officer of the Borrower or other officer with equivalent duties, dated as of the Closing Date, certifying that the conditions specified in Sections 4.01(d), 4.01(h), 4.01(i) and 4.01(j) have been satisfied.

(b) All fees required to be paid on the Closing Date pursuant to the Closing Date Fee Letter and reasonable and documented out-of-pocket expenses required to be paid on the Closing Date pursuant to the Closing Date Commitment Letter, in each case to the extent invoiced at least three (3) Business Days prior to the Closing Date, shall have been paid in full in cash, or shall be paid substantially concurrently with, the initial Borrowing hereunder (which amounts may be offset against the proceeds of the initial Borrowing).

(c) The Closing Date Lead Arrangers shall have received (i) the Closing Date Audited Financial Statements, (ii) the Closing Date Unaudited Financial Statements and (iii) an unaudited pro forma consolidated balance sheet and related unaudited pro forma consolidated statement of income of the Borrower and its Subsidiaries as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 40 days (or 60 days if such four-fiscal quarter period is the end of the Borrower's fiscal year) prior to the Closing Date, prepared after giving effect to the Supervalu Acquisition as if the Supervalu Acquisition had occurred on such date (in the case of such pro forma balance sheet) or on the first day of such period (in the case of such pro forma statement of income), as applicable (which need not be prepared in compliance with Regulation S-X of the Securities Act of 1933, as amended, or include adjustments for purchase accounting (including adjustments of the type contemplated by Financial Accounting Standards Board Accounting Standards Codification 805, Business Combinations (formerly SFAS 141R))).

(d) Prior to or substantially simultaneously with the Closing Date, the Refinancing shall have been consummated.

(e) The Administrative Agent and the Closing Date Lead Arrangers shall have received at least three (3) Business Days prior to the Closing Date all documentation and other information about the Borrower and the Guarantors as has been reasonably requested in writing at least ten (10) Business Days prior to the Closing Date by the Administrative Agent or the Closing Date Lead Arrangers that they reasonably determine is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act and the Beneficial Ownership Certification.

(f) The Intercreditor Agreement shall have been duly executed and delivered by each Loan Party party thereto.

(g) Except (a) as disclosed in any form, document or report publicly filed with or publicly furnished to the Securities and Exchange Commission by Supervalu or any of its Subsidiaries (for purposes of this section, as defined in the Supervalu Acquisition Agreement as in effect on July 25, 2018) on or after February 27, 2016 and prior to July 25, 2018 (excluding any disclosures set forth in any "risk factors", "forward-looking statements" or "market risk" sections or in any other section to the extent they are cautionary, predictive or forward-looking in nature) or (b) as disclosed in the Company Disclosure Schedule (as defined in the Supervalu Acquisition Agreement as in effect on August July 25, 2018) delivered to the Closing Date Lead Arrangers prior to or concurrently with the execution of the Closing Date Commitment Letter (provided, that disclosure of any item in any section or subsection of the Company Disclosure Schedule shall be deemed disclosed with respect to any other section or subsection to the extent that the relevance of any disclosed event, item or occurrence in such section or subsection to such other section or subsection is reasonably apparent on its face), since February 24, 2018, there has not been any change, occurrence or development that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect (as defined in the Supervalu Acquisition Agreement).

(h) The Supervalu Acquisition shall have been, or substantially concurrently with the initial Borrowing hereunder shall be, consummated in all material respects in accordance with the Supervalu Acquisition Agreement. No provision of the Supervalu Acquisition Agreement shall have been amended or otherwise modified, no provisions thereof shall have been waived by the Borrower and no consent shall have been granted by the Borrower thereunder, in each case, in a manner material and adverse to the Lenders as of the Closing Date (in their capacity as such) without the consent of the Closing Date Lead Arrangers (not to be unreasonably withheld, delayed, denied or conditioned); provided, that (i) any reduction in the purchase price for the Supervalu Acquisition set forth in the Supervalu Acquisition Agreement of greater than 10% shall be deemed to be material and adverse to the interests of the Lenders as of the Closing Date, and any reduction in the purchase price of 10% or less shall be deemed to be material and adverse to the interests of the Lenders as of the Closing Date unless applied to reduce the ~~Initial~~2018 Term Commitments on a dollar-for-dollar basis, (ii) any increase in the purchase price set forth in the Supervalu Acquisition Agreement shall be deemed to be not material and adverse to the interests of the Lenders so long as such purchase price increase is not funded with additional Indebtedness and (iii) any change to the definition of Material Adverse Effect (as defined in the Supervalu Acquisition Agreement as in effect on July 25, 2018) shall be deemed materially adverse to the Lenders as of the Closing Date and shall require the consent of the Closing Date Lead Arrangers (not to be unreasonably withheld, delayed, denied or conditioned).

(i) The Specified Representations shall be true and correct in all material respects as of the Closing Date.

(j) The Specified Acquisition Agreement Representations shall be true and correct in all material respects, but only to the extent that the Borrower (or any of its Affiliates) has the right (taking into account any applicable cure provisions) to terminate its obligations under the Supervalu Acquisition Agreement or decline to consummate the Supervalu Acquisition (in each case, in accordance with the terms of the Supervalu Acquisition Agreement) as a result of a breach of such Specified Acquisition Agreement Representation.

For purposes of determining whether the Closing Date has occurred, each Lender that has executed this Agreement shall be deemed to have consented to, approved or accepted, or to be satisfied with, each document or other matter required hereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or such Lender, as the case may be, unless such Lender has notified the Administrative Agent of any disagreement prior to the Closing Date.

Notwithstanding anything to the contrary herein, to the extent any lien search or Collateral or any security interests therein (including the creation or perfection of any security interest) (other than to the extent that a lien on such Collateral may be perfected by the filing of a financing statement under the UCC or, with respect to each material domestic wholly-owned Subsidiary of the Borrower, by the delivery of stock or other certificates of each material domestic wholly-owned Subsidiary of the Borrower that is part of the Collateral and, with respect to Supervalu and material domestic wholly-owned Subsidiaries of Supervalu, by the delivery of stock or other certificates of Supervalu and material domestic wholly-owned Subsidiaries of Supervalu, only to the extent such stock or other certificates are received from Supervalu on or prior to the Closing Date after the Borrower's use of commercially reasonable efforts to do so without undue burden or expense) is not or cannot be provided or perfected on the Closing Date after the Borrower's use of commercially reasonable efforts to do so, or without undue burden or expense, the delivery of such lien search and/or Collateral (and creation or perfection of security interests therein), as applicable, shall not constitute a condition precedent to the obligation of each Lender to fund the initial Borrowings on the Closing Date, but shall instead be required to be delivered or provided within 90 days after the Closing Date (or such later date as may be agreed to by the Administrative Agent in its discretion) pursuant to arrangements to be mutually agreed by the Borrower and the Administrative Agent.

Section 4.02 Conditions to Subsequent Credit Extensions. Subject to Section 1.09 (to the extent applicable to such Credit Extension) and Section 2.14, the obligation of each Lender to honor any Request for Credit Extension after the Closing Date (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type, or a continuation of Term SOFR Loans) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrower and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects on and as of the date of such Credit Extension; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom.

(c) The Administrative Agent shall have received a Request for Credit Extension in accordance with the requirements hereof.

Each Request for Credit Extension (other than a Committed Loan Notice requesting only a conversion of Loans to the other Type or a continuation of Term SOFR Loans) submitted by the Borrower shall be deemed to be a representation and warranty that the applicable conditions specified in Sections 4.02(a) and (b) have been satisfied on and as of the date of the applicable Credit Extension.

ARTICLE V

Representations and Warranties

The Borrower represents and warrants to the Agents and the Lenders on the Closing Date, on the Amendment No. 4 Effective Date and on and as of each date as required by Section 4.02 or as required by any other provision in any Loan Document that:

Section 5.01 Existence, Qualification and Power; Compliance with Laws. The Borrower and each Restricted Subsidiary (a) is a Person duly incorporated, organized or formed, and validly existing and, where applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite corporate or other organizational power and authority to execute, deliver and perform its obligations under the Loan Documents to which it is a party, (c) is duly qualified and, where applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, (d) is in material compliance with all applicable Laws (including to the extent required by the USA PATRIOT Act and anti-money laundering laws) and (e) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to in clause (a) (other than with respect to the Borrower), (c), (d) or (e), to the extent that failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.02 Authorization; No Contravention. The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, and the consummation of the Amendment No. 4 Transactions, (a) have been duly authorized by all necessary corporate or other organizational action and (b) do not and will not (i) contravene the terms of any of such Person's Organization Documents, (ii) conflict with or result in any breach or contravention of, or require any payment to be made under (A) any Contractual Obligation exceeding the Threshold Amount to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries or (B) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject, (iii) result in the creation of any Lien (other than under the Loan Documents and Liens subject to the Intercreditor Agreement) or (iv) violate any material Law; except (in the case of clauses (b)(ii), (b)(iii) and (b)(iv), to the extent that such conflict, breach, contravention, payment or violation could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with (a) the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, or for the consummation of the ~~Transaction~~Amendment No. 4 Transactions, (b) the grant by any Loan Party of the Liens granted by it pursuant to the Collateral Documents, (c) the perfection or maintenance of the Liens created under the Collateral Documents (including the priority thereof) or (d) the exercise by the Administrative Agent or any Lender of its rights under the Loan Documents or the remedies in respect of

the Collateral pursuant to the Collateral Documents, except for (i) filings necessary to perfect the Liens on the Collateral granted by the Loan Parties in favor of the Secured Parties, (ii) the approvals, consents, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect and (iii) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 5.04 Binding Effect. This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document constitutes a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

Section 5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements and the Unaudited Financial Statements each fairly present in all material respects the financial condition of the Borrower and the GAAP Consolidated Members of the Borrower, in each case, as of the dates thereof and their results of operations for the period covered thereby, except as otherwise disclosed to the Administrative Agent prior to the ~~Closing~~Amendment No. 4 Effective Date, and in the case of the Audited Financial Statements, prepared in accordance with GAAP consistently applied throughout the periods covered thereby (in the case of interim statements, subject to year-end adjustments and the absence of footnotes). All projections delivered from time to time to the Administrative Agent and Lenders, in each case, have been prepared in good faith, based on assumptions believed by the management of Borrower to be reasonable in light of the circumstances at the time of preparation; it being understood that any such projections (i) are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower and its Subsidiaries, that no assurance can be given that any particular projections will be realized, that actual results may differ and that such differences may be material and (ii) are not a guarantee of performance.

(b) Since ~~August 1~~July 29, ~~2018~~2023, there has been no change in the condition, financial or otherwise, of the Borrower or any Restricted Subsidiary that could reasonably be expected to have a Material Adverse Effect.

Each Lender and the Administrative Agent hereby acknowledges and agrees that the Borrower and its Subsidiaries may be required to restate historical financial statements as the result of the implementation of changes in GAAP or IFRS, or the respective interpretation thereof, and that such restatements will not result in a Default or Event of Default under the Loan Documents.

Section 5.06 Litigation. Except as set forth on Schedule 5.06, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened in writing or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against the Borrower or any Restricted Subsidiary or against any of their properties or revenues that could reasonably be expected to be determined adversely to the Borrower or such Restricted Subsidiary, and if so determined, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.07 Ownership of Property; Liens. Each Loan Party and each of its Subsidiaries has good and valid fee title to, or valid leasehold interests in, or easements or other limited property interests in, all property necessary in the ordinary conduct of its business, including the Material Real Property, free and clear of all Liens except for minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes, Permitted Liens

and any Liens and privileges arising mandatorily by Law and, in each case, except where the failure to have such title or other interest could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 5.08 Environmental Matters. Except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) no past or present operations of the Loan Parties or any of their respective Subsidiaries and no property currently or, or to the knowledge of the Borrower, formerly owned, leased or operated by ~~the~~any Loan Party or any of its Subsidiaries ~~are~~is subject to any pending (or, to the knowledge of the Borrower, threatened) federal, state, provincial, territorial or local investigation to determine whether any remedial action is needed to address any environmental pollution, Releases of Hazardous Material;

(b) no Loan Party ~~nor any~~or Subsidiary has received any Environmental Notice, and to the knowledge of the Borrower, no Environmental Notice been threatened; and

(c) no Loan Party ~~nor any~~or Subsidiary has any liability (contingent or otherwise) under Environmental Law with respect to any Release of Hazardous Materials on, or disposal of any Hazardous Materials transported from, any property now or previously owned, leased or operated by it.

Section 5.09 Taxes. The Borrower and each Restricted Subsidiary has timely filed all federal, provincial, state, municipal, foreign and other Tax returns and reports required to be filed, and has timely paid all federal, provincial, state, municipal, foreign and other Taxes levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been established in accordance with GAAP or, except for failures to file or pay as could not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. There are no Tax audits, deficiencies, assessments or other claims with respect to the Borrower or any Restricted Subsidiary that could, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 5.10 Compliance with ERISA. As of the Amendment No. 2 Effective Date, no Loan Party has any Plan except as disclosed on Schedule 5.10. Except as disclosed on Schedule 5.10:

(a) ~~No Loan Party has any Plan.~~ Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code, and other federal, state, provincial and territorial laws except to the extent any such noncompliance could not reasonably be expected to have a Material Adverse Effect. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter (or is the subject of a favorable opinion letter) from the Internal Revenue Service or an application for such a letter is currently being processed by the Internal Revenue Service with respect thereto and, to the knowledge of Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification, in each case except to the extent the failure to obtain such determination or opinion letter, make application therefor or retain such qualification could not reasonably be expected to have a Material Adverse Effect. Each Loan Party and ERISA Affiliate has in all material respects met all applicable requirements under the Code and ERISA, and no application for a waiver of the minimum funding standards or an extension of any amortization period has been made with respect to any Plan, except to the extent such events or circumstances could not reasonably be expected to have a Material Adverse Effect.

(b) There are no pending or, to the knowledge of Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted in or could reasonably be expected to have a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) no Loan Party or ERISA Affiliate has incurred, or reasonably expects to incur, any material liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 of ERISA with respect to a Multiemployer Plan; (iv) no Loan Party or ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA; and (v) as of the most recent valuation date for any Pension Plan, the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) is at least 60%, and no Loan Party or ERISA Affiliate knows of any fact or circumstance that could reasonably be expected to cause the funding target attainment percentage for any such plan to drop below 60% as of such date, except to the extent such events or circumstances could not reasonably be expected to have a Material Adverse Effect.

(d) With respect to any Foreign Plan, (i) all employer and employee contributions required by law or by the terms of the Foreign Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices; (ii) the fair market value of the assets of each funded Foreign Plan, the liability of each insurer for any Foreign Plan funded through insurance, or the book reserve established for any Foreign Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations with respect to all current and former participants in such Foreign Plan according to the actuarial assumptions and valuations most recently used to account for such obligations in accordance with applicable generally accepted accounting principles; (iii) it has been registered as required and has been maintained in good standing with applicable regulatory authorities; and (iv) it has been operated in all material respects in compliance with its terms and applicable Law.

Section 5.11 [Reserved].

Section 5.12 Margin Regulations; Investment Company Act.

(a) No Loan Party is engaged nor will it engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of any Borrowings will be used for any purpose that violates Regulation U or Regulation X of the FRB.

(b) None of the Borrower or any Restricted Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

Section 5.13 Disclosure. As of the ~~Closing~~Amendment No. 4 Effective Date, no report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party to any Agent, any Lead Arranger or any Lender in connection with the transactions contemplated hereby (including the Amendment No. 4 Transactions) and the negotiation of this Agreement (including Amendment No. 4 hereto) or delivered hereunder or any other Loan Document (as modified or supplemented by other information so furnished) when taken as a whole contains when furnished any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (giving effect to all supplements and updates thereto); provided that, with respect to

projected financial information, the Borrower represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation; it being understood that (i) such projections are as to future events and are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond the control of the Borrower, (ii) no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by any such projections may differ significantly from the projected results and (iii) such differences may be material.

Section 5.14 Intellectual Property; Licenses, Etc. To the knowledge of the Borrower, each of the Loan Parties and the other Restricted Subsidiaries own, license or possess the right to use, all of the trademarks, service marks, trade names, domain names, copyrights, patents, patent rights, technology, software, know-how, trade secrets, database rights, design rights and other intellectual property rights, and all registrations and applications for registration thereof (collectively, "IP Rights") that are used in or reasonably necessary for the operation of their respective businesses as currently conducted and without violation of the rights of any Person, except to the extent such violation or failure to own, license, or possess, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any such IP Rights, is pending or, to the knowledge of the Borrower, threatened against any Loan Party or Subsidiary, which, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

Section 5.15 Solvency. On the ~~Closing~~Amendment No. 4 Effective Date after giving effect to the ~~Transaction~~Amendment No. 4 Transactions, the Borrower and its Subsidiaries, on a Consolidated basis, are Solvent.

Section 5.16 Collateral Documents. The Collateral Documents are effective to create in favor of the Collateral Agent for the benefit of the Secured Parties legal, valid and enforceable Liens on and security interests in, the Collateral described therein and to the extent intended to be created thereby, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity, and (i) when all appropriate filings or recordings are made in the appropriate offices as may be required under applicable Laws (which filings or recordings shall be made to the extent required by any Collateral Document) and (ii) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent required by any Collateral Document or the Applicable Intercreditor Agreement), the Liens created by such Collateral Documents will constitute so far as possible under relevant Law fully perfected Liens on (with the priority set forth in the Applicable Intercreditor Agreement), and security interests in, all right, title and interest of the Loan Parties in such Collateral to the extent perfection can be obtained by filing financing statements or upon the taking of possession or control, in each case subject to no Liens other than Permitted Liens.

Section 5.17 Use of Proceeds. The proceeds of the ~~Initial~~2018 Term Loans ~~and the Term B-2 Term Loans shall be~~were used in a manner consistent with the uses set forth in the Preliminary Statements to this Agreement. The proceeds of the 2024 Term Loans shall be used to refinance, in full, the 2018 Term Loans and to pay fees and expenses in connection with such refinancing.

Section 5.18 Sanctions Laws and Regulations and Anti-Corruption Laws.

(a) None of the Borrower, any Restricted Subsidiary or, to the knowledge of the Borrower or any Restricted Subsidiary, any director, officer, employee or agent thereof, is an individual or entity that is currently the target of any Sanctions Laws and Regulations. Neither the Borrower nor any Restricted Subsidiary is located, organized or resident in a Designated Jurisdiction.

(b) No proceeds of the Loans will be used by the Borrowers or their respective Subsidiaries (a) in violation of FCPA or other applicable Anti-Corruption Laws, (b) in violation of any applicable provisions of the USA PATRIOT Act, (c) in violation of applicable Sanctions Laws and Regulations or (d) in violation of the Investment Company Act of 1940.

Section 5.19 Labor Relations. Except as described on Schedule 5.19~~, (a) as of the Closing~~ or, with respect to clause (b), as would not reasonably be expected to have a Material Adverse Effect, (a) as of the Amendment No. 4 Effective Date neither the Borrower nor any Restricted Subsidiary is party to or bound by any collective bargaining agreement, management agreement or consulting agreement and (b) there are no material grievances, disputes or controversies with any union or other organization of the Borrower's or any Restricted Subsidiary's employees, or, to the Borrower's knowledge, any asserted or threatened strikes, work stoppages or demands for collective bargaining~~, except those that could not reasonably be expected to have a Material Adverse Effect~~.

~~Section 5.20 PACA and PSA~~PACA and PSA. ~~No material~~Except as could not reasonably be expected to have a Material Adverse Effect, no PACA Claims or PSA Claims are pending or, to the Borrower's knowledge, threatened, against the Borrower or any of its Restricted Subsidiaries.

ARTICLE VI

Affirmative Covenants

From and after the Closing Date and for so long as any Lender shall have any Term Commitment or Incremental Revolving Commitment hereunder, any Loan or other Obligation hereunder which is accrued and payable shall remain unpaid or unsatisfied (other than (i) contingent indemnification and expense reimbursement obligations not yet due and (ii) obligations of any Loan Party or any other Restricted Subsidiary arising under Secured Hedge Agreements), the Borrower shall, and shall (except in the case of the covenants set forth in Section 6.01, Section 6.02 and Section 6.03) cause each of its Restricted Subsidiaries to:

Section 6.01 Financial Statements. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) as soon as available, but in any event within one hundred and twenty (120) days after the end of each fiscal year of the Borrower, a Consolidated balance sheet of the Borrower and the Restricted Subsidiaries as at the end of such fiscal year, and the related consolidated statements of income or operations, stockholders' equity, cash flows and changes in retained earnings for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of an independent registered public accounting firm of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards and shall not be subject to any "going concern" or like qualification or exception (other than (x) an emphasis of matter to the extent such statement does not qualify such audit, (y) with respect to, or resulting from, the regularly scheduled maturity of the Loans hereunder or the ABL Facility occurring within one year from the time opinion is delivered or (z) a prospective default under any financial covenant) or any qualification or exception as to the scope of such audit;

(b) as soon as available, but in any event, within forty five (45) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Borrower, a Consolidated balance sheet of the Borrower and the Restricted Subsidiaries as at the end of such fiscal quarter, and the related (i) consolidated statements of income or operations and equity for such fiscal quarter and for the portion of

the fiscal year then ended, and (ii) consolidated statements of cash flows for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and the other Subsidiaries in accordance with GAAP, subject only to normal year-end adjustments and the absence of footnotes;

(c) simultaneously with the delivery of each set of consolidated financial statements referred to in Section 6.01(a) and (b) above, the related consolidating financial statements reflecting the adjustments necessary to eliminate the accounts of Unrestricted Subsidiaries (if any) from such consolidated financial statements and, (i) solely with the delivery of each set of consolidated financial statements referred to in Section 6.01(a) above, a customary management discussion and analysis of operating results and (ii) solely with the delivery of each set of consolidated financial statements referred to in Section 6.01(b) above, a summary management discussion and analysis of operating results.

Notwithstanding the foregoing, the obligations in paragraphs (a) and (b) of this Section 6.01 may be satisfied with respect to financial information of the Borrower and the Restricted Subsidiaries by furnishing (A) the Borrower's Form 10-K or 10-Q, as applicable, filed with the SEC or (B) following an election by the Borrower pursuant to the definition of "GAAP," the applicable financial statements determined in accordance with IFRS; provided that, with respect to clause (A), to the extent such information is in lieu of information required to be provided under Section 6.01(a), such materials are accompanied by a report and opinion an independent registered public accounting firm of nationally recognized standing, which report and opinion, subject to the same exceptions set forth above, shall be prepared in accordance with generally accepted auditing standards.

Section 6.02 Certificates; Other Information. Deliver to the Administrative Agent for prompt further distribution to each Lender:

(a) no later than five (5) days after the delivery of the financial statements referred to in Section 6.01(a) and (b), a duly completed Compliance Certificate signed by a Responsible Officer of the Borrower;

(b) promptly after the same are publicly available, copies of all annual, regular, periodic and special reports and registration statements which the Borrower files with the SEC or with any Governmental Authority that may be substituted therefor (other than amendments to any registration statement (to the extent such registration statement, in the form it became effective, is delivered), exhibits to any registration statement and, if applicable, any registration statement on Form S-8) and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto;

(c) [Reserved];

(d) together with the delivery of the financial statements pursuant to Section 6.01(a) and each Compliance Certificate pursuant to Section 6.02(a), (i) a report setting forth the information required by Section 3.03(a) of the Security Agreement or confirming that there has been no change in such information since the Closing Date or the date of the last Compliance Certificate, (ii) a description of each event, condition or circumstance during the last fiscal quarter covered by such Compliance Certificate requiring a prepayment under Section 2.05(b), (iii) a list of Subsidiaries that identifies each Subsidiary as a Material Subsidiary, Unrestricted Subsidiary or an Immaterial Subsidiary as of the date of delivery of such Compliance Certificate or a confirmation that there is no change in such information

since the later of the Closing Date or the date of the last such list and (iv) such other information required by the Compliance Certificate;

(e) no later than 60 days following the first day of each fiscal year of the Borrower (commencing with the first day of the first fiscal year of the Borrower ended after the Closing Date), an annual budget (on a quarterly basis) for such fiscal year in form customarily prepared by the Borrower;

(f) no later than 10 days following the last day of each fiscal quarter of the Borrower, a Customer Transaction Report; and

(g) promptly, such additional information regarding the business, legal, financial or corporate affairs of any Loan Party or any Material Subsidiary, or compliance with the terms of the Loan Documents (including for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act and the Beneficial Ownership Regulation), as the Administrative Agent or any Lender may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a), (b) and (c), Section 6.02(a), or Section 6.02(b) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Borrower posts such documents, or provides a link thereto on the Borrower's website on the Internet at the website address listed on Schedule 10.02; or (ii) on which such documents are posted on the Borrower's behalf on ~~IntraLinks/IntraAgency~~SyndTrak or another relevant website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that: (i) upon written request by the Administrative Agent, the Borrower shall deliver paper copies of such documents to the Administrative Agent for further distribution to each Lender until a written request to cease delivering paper copies is given by the Administrative Agent and (ii) the Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any such documents and provide to the Administrative Agent by electronic mail electronic versions (i.e., soft copies) of such documents. Each Lender shall be solely responsible for timely accessing posted documents or requesting delivery of paper copies of such documents from the Administrative Agent and maintaining its copies of such documents.

The Borrower hereby (i) authorizes the Administrative Agent to make the financial statements to be provided under Section 6.01(a), (b) and (c) above (collectively, "Borrower Materials"), along with the Loan Documents, available on ~~IntraLinks~~SyndTrak or another similar electronic system (the "Platform") to certain of the Lenders (each, a "Public Lender") that may have personnel who do not wish to receive material non-public information with respect to the Borrower or its Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons' securities, and (ii) agrees that at the time such financial statements are provided hereunder, they shall already have been made available to holders of its securities. The Borrowers hereby agree that they will use commercially reasonable efforts to identify that portion of the Borrower Materials that may be distributed to the Public Lenders and that (x) all such Borrower Materials shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Side Information;" and (z) the Administrative Agent and the Lead Arrangers shall be entitled to treat the Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Side Information." The Administrative Agent shall be under no obligation to post any other material to Public Lenders unless the Borrower has expressly

represented and warranted to the Administrative Agent in writing that such materials do not constitute material non-public information within the meaning of the federal securities laws.

Section 6.03 Notices. Promptly after a Responsible Officer obtains actual knowledge thereof, notify the Administrative Agent for prompt further distribution to each Lender:

(a) of the occurrence of any Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Borrower proposes to take with respect thereto;

(b) of any litigation or governmental proceeding (including, without limitation, pursuant to any Environmental Laws) pending against the Borrower or any of the Restricted Subsidiaries that could reasonably be expected to be determined adversely and, if so determined, to result in a Material Adverse Effect; and

(c) of the occurrence of any ERISA Event that could reasonably be expected to have a Material Adverse Effect.

Section 6.04 Maintenance of Existence. (a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization or incorporation and (b) take all reasonable action to maintain all rights (including IP Rights), privileges (including its good standing), permits, licenses and franchises necessary or desirable in the normal conduct of its business, except in the case of clauses (a) (other than with respect to the Borrower) and (b), (i) to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect or (ii) pursuant to a transaction permitted by Section 7.04 or Section 7.05.

Section 6.05 Maintenance of Properties. Except if the failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (a) maintain, preserve and protect all of its material properties and equipment necessary in the operation of its business in good working order, repair and condition, ordinary wear and tear excepted and casualty or condemnation excepted, and (b) make all necessary renewals, replacements, modifications, improvements, upgrades, extensions and additions thereof or thereto in accordance with prudent industry practice.

Section 6.06 Maintenance of Insurance. Maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Borrower and the Restricted Subsidiaries) as are customarily carried under similar circumstances by such other Persons.

Section 6.07 Compliance with Laws. Comply in all respects with the requirements of all Laws and all orders, writs, injunctions, decrees and judgments applicable to it or to its business or property (including without limitation Environmental Laws, ERISA, Sanctions Laws and Regulations and FCPA and other applicable Anti-Corruption Laws), except if the failure to comply therewith could not, individually or in the aggregate reasonably be expected to have a Material Adverse Effect.

Section 6.08 Books and Records. Maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity with GAAP consistently applied shall be made of all material financial transactions and matters involving the assets and business of the Borrower or such Restricted Subsidiary, as the case may be.

Section 6.09 Inspection Rights. Permit representatives and independent contractors designated by the Administrative Agent to visit and inspect any of its properties and to discuss its affairs, finances and accounts with its directors, managers, officers, and independent public accountants, all at the reasonable expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided that the Administrative Agent shall not exercise such rights more often than one (1) time during any calendar year at the Borrower's expense absent the existence of an Event of Default; provided, further, that when an Event of Default exists, the Administrative Agent (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and upon reasonable advance notice. The Administrative Agent shall give the Borrower the opportunity to participate in any discussions with the Borrower's independent public accountants. Notwithstanding anything to the contrary in this Section 6.09, neither the Borrower nor any Restricted Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

Section 6.10 Covenant to Guarantee Obligations and Give Security. At the Borrower's expense, take all action necessary or reasonably requested by the Administrative Agent to ensure that the Collateral and Guarantee Requirement continues to be satisfied, including:

(a) to the extent that any condition set forth in Section 4.01(a) is not satisfied on the Closing Date and is permitted to be satisfied after the Closing Date by the express terms of the final paragraph of Section 4.01, taking all actions necessary to satisfy the requirements set forth in Section 4.01(a) within 90 days after the Closing Date (or such later date as agreed by the Administrative Agent in its discretion)

(b) solely to the extent not covered by the foregoing clause, upon the formation or acquisition of any new direct or indirect Wholly Owned Subsidiary (in each case, other than an Excluded Subsidiary) by any Loan Party, the designation in accordance with Section 6.13 of any existing direct or indirect Wholly Owned Subsidiary as a Restricted Subsidiary or any Excluded Subsidiary ceasing to be an Excluded Subsidiary or designation of any Subsidiary as a Guarantor pursuant to the definition of Guarantors,

(A) within forty five (45) days following such formation, acquisition, designation or occurrence (or such longer period as the Administrative Agent may agree in its reasonable discretion), cause each such Restricted Subsidiary to duly execute and deliver to the Administrative Agent or the Collateral Agent (as appropriate), pledges, guarantees, assignments, Security Agreement Supplements and other security agreements and documents or joinders or supplements thereto, as reasonably requested by and in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent (to the extent applicable, consistent with the Security Agreement and other Collateral Documents in effect on the Closing Date), in each case granting Liens required by the Collateral and Guarantee Requirement;

(B) within forty five (45) days following such formation, acquisition, designation or occurrence (or such longer period as the Administrative Agent may agree in its reasonable discretion), cause each such Restricted Subsidiary to deliver all Pledged Collateral required to be pledged and delivered pursuant to the Collateral and Guarantee Requirement to the Collateral

Agent or, to the extent required by the terms of the Intercreditor Agreement, the ABL Facility Administrative Agent;

(C) with respect to any Material Real Property constituting Collateral owned by any Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement, provide the Administrative Agent and Lenders with written notice within forty five (45) days following the formation, acquisition, designation or occurrence thereof and within 90 days following such formation, acquisition, designation or occurrence (or such longer period as the Administrative Agent may agree in its reasonable discretion), cause such Subsidiary to duly execute and deliver to the Administrative Agent and the Lenders any applicable Mortgages, Mortgage Supporting Documents, joinders, amendments, Flood Certificate Documents and other Collateral Documents, as specified by and in form and substance reasonably satisfactory to the Administrative Agent (and with respect to Flood Certificate Documents, the Lenders), granting a first priority, perfected Lien (subject to Permitted Liens) in such owned Material Real Property of such Subsidiary (provided, that, if a mortgage tax will be owed, the amount secured by the Mortgage shall be limited to the fair market value (as determined in good faith by the Borrower) of the property at the time the Mortgage is entered into), in each case, securing the Obligations of such Subsidiary; and

(D) take and cause such Restricted Subsidiary and each direct or indirect parent of such Restricted Subsidiary that is required to become a Guarantor pursuant to the Collateral and Guarantee Requirement to take whatever action (including the filing of financing statements and delivery of stock and membership interest certificates) may be necessary in the reasonable opinion of the Collateral Agent to vest in the Collateral Agent (or in any representative of the Collateral Agent designated by it) valid and perfected Liens with the priority required by the Collateral and Guarantee Requirement, enforceable against all third parties in accordance with their terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity (regardless of whether enforcement is sought in equity or at law).

Section 6.11 Use of Proceeds. Use the proceeds of any Credit Extension, whether directly or indirectly, in a manner consistent with the uses set forth in the Preliminary Statements to this Agreement.

Section 6.12 Further Assurances and ~~Post-Closing~~Post-Amendment No. 4 Effective Date Covenants.

(a) Promptly upon reasonable request by the Administrative Agent or the Collateral Agent (i) correct any material defect or error that may be discovered in the execution, acknowledgment, filing or recordation of any Collateral Document or other document or instrument relating to any Collateral, and (ii) subject to the limitations set forth in the Collateral and Guarantee Requirement, do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent or the Collateral Agent may reasonably request from time to time in order to carry out more effectively the purposes of this Agreement and the Collateral Documents; provided, however, that notwithstanding anything to the contrary contained in this Agreement or any other Collateral Document, nothing in this Agreement or any other Collateral Document shall require the Borrower or any other Loan Party to make any filings or take any actions to record or to perfect the Collateral Agent's security interest in (i) any IP Rights other than UCC filings and the filing of documents effecting the recordation of security interests in the United States Copyright Office or United States Patent and Trademark Office, or (ii) any non-United States IP Rights;

(b) Within the time periods specified on Schedule 6.12 hereto (as each may be extended by the Administrative Agent in its reasonable discretion), complete such undertakings as are set forth on Schedule 6.12 hereto.

Section 6.13 Designation of Subsidiaries.

(a) Subject to Section 6.13(b) below, the Borrower may at any time designate any Restricted Subsidiary (other than ~~the~~any Co-Borrower) as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Restricted Subsidiary. The designation of any Restricted Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by the applicable Loan Party therein at the date of designation in an amount equal to the fair market value of such Loan Party's investment therein. The designation of any Unrestricted Subsidiary as a Restricted Subsidiary shall constitute the incurrence at the time of designation of any Indebtedness or Liens of such Subsidiary existing at such time.

(b) The Borrower may not (x) designate any Restricted Subsidiary as an Unrestricted Subsidiary, or (y) designate an Unrestricted Subsidiary as a Restricted Subsidiary, in each case unless

(i) no Specified Event of Default shall have occurred or be continuing;

(ii) at the time of such designation, the Consolidated Total Net Leverage Ratio of the Borrower and the Restricted Subsidiaries as of the end of the most recently ended Test Period, on a Pro Forma Basis, would be no greater than 4.00:1.00; and

(iii) in the case of clause (x) only, (A) the Subsidiary to be so designated does not (directly, or indirectly through its Subsidiaries) at such time or thereafter own (i) any Equity Interests or Indebtedness of, or own or hold any Lien on any property of, the Borrower or any Restricted Subsidiary (unless such Restricted Subsidiary is also designated an Unrestricted Subsidiary) ~~or~~, (ii) any intellectual property (other than any intellectual property that, in the reasonable business judgment of the Borrower, is immaterial to, or no longer used in or necessary for, the conduct of the business of the Borrower or any Restricted Subsidiary) or (iii) any Material Real Property and (B) neither the Borrower nor any Restricted Subsidiary shall at any time be directly or indirectly liable for any Indebtedness that provides that the holder thereof may (with the passage of time or notice or both) declare a default thereon or cause the payment thereof to be accelerated or payable prior to its stated maturity upon the occurrence of a default with respect to any Indebtedness, Lien or other obligation of any Unrestricted Subsidiary (including any right to take enforcement action against such Unrestricted Subsidiary).

Section 6.14 Payment of Taxes. The Borrower will pay and discharge, and will cause each of the Restricted Subsidiaries to pay and discharge, all Taxes imposed upon it or upon its income or profits, or upon any properties belonging to it, in each case on a timely basis, and all lawful claims which, if unpaid, may reasonably be expected to become a lien or charge upon any properties of the Borrower or any of the Restricted Subsidiaries not otherwise permitted under this Agreement; provided that neither the Borrower nor any of the Restricted Subsidiaries shall be required to pay any such Tax or claim which is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with GAAP or which would not reasonably be expected, individually or in the aggregate, to constitute a Material Adverse Effect.

Section 6.15 Nature of Business. The Borrower and the Restricted Subsidiaries will engage only in material lines of business substantially similar to those lines of business conducted by

the Borrower and the Restricted Subsidiaries on the ~~Closing~~Amendment No. 4 Effective Date or any business reasonably related, complementary, synergistic, incidental or ancillary thereto.

Section 6.16 Maintenance of Rating of the Borrower and the Facilities. The Borrower and the Restricted Subsidiaries shall use commercially reasonable efforts to maintain (i) a public corporate credit rating (but not any particular rating) from S&P and a public corporate family rating (but not any particular rating) from Moody's, in each case in respect of the Borrower and (ii) a public rating (but not any particular rating) in respect of the Loans from each of S&P and Moody's.

Section 6.17 Lender Calls. Following delivery (or, if later, required delivery) of financial statements pursuant to Section 6.01(a) or Section 6.01(b), upon the request of the Administrative Agent, the Borrower will host, at times selected by the Borrower and reasonably acceptable to the Administrative Agent, quarterly conference calls with the Administrative Agent and the Lenders to review the Consolidated financial results of operations and the financial condition of the Borrower and the Restricted Subsidiaries; it being understood and agreed that such conference calls may be a single conference call together with investors holding other securities or debt of the Borrower and/or its Restricted Subsidiaries, so long as the Lenders are given an opportunity to ask questions on such conference call.

Section 6.18 Maintenance of Fiscal Years. The Borrower and the Restricted Subsidiaries shall maintain their respective fiscal years; *provided*, that (i) the Borrower and the Restricted Subsidiaries may, upon written notice to the Administrative Agent, change such fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, the Borrowers and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement and to the covenants contained herein that are reasonably necessary in order to reflect such change and (ii) Supervalu and its Restricted Subsidiaries may change their respective fiscal years in order to align with the fiscal year of the Borrower.

Section 6.19 MIRE Events. In connection with any amendment to this Agreement pursuant to which any increase, extension or renewal of Loans is contemplated, the Borrower shall (and shall cause its Restricted Subsidiaries to) deliver to the Administrative Agent and the Lenders for any Material Real Property, the Flood Certificate Documents.

ARTICLE VII

Negative Covenants

From and after the Closing Date and so long as any Lender shall have any Term Commitment or Incremental Revolving Commitment hereunder, any Loan or other Obligation hereunder which is accrued and payable shall remain unpaid or unsatisfied (other than (i) contingent indemnification and expense reimbursement obligations not yet due and payable and (ii) obligations of any Loan Party or any other Restricted Subsidiary arising under Secured Hedge Agreements), the Borrower shall not, nor shall they permit the Restricted Subsidiaries to:

Section 7.01 Liens. 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) Liens pursuant to any Loan Document;

(b) Liens existing on the ~~date hereof~~Amendment No. 4 Effective Date and set forth on Schedule 7.01(b);

(c) Liens for Taxes, assessments or governmental charges (i) which are not overdue for a period of more than thirty (30) days, (ii) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP or (iii) the nonpayment of which would not result in a breach of Section 6.14;

(d) statutory Liens (other than Liens for Taxes or imposed under ERISA) or common law Liens of landlords, carriers, warehousemen, mechanics, materialmen, repairmen, construction contractors or Liens securing obligations in connection with Grower Payables or other like Liens arising in the ordinary course of business (i) which secure amounts not overdue for a period of more than thirty (30) days or if more than thirty (30) days overdue, are unfiled (or, if, filed have been discharged or stayed) and no other action has been taken to enforce such Lien or (ii) which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person to the extent required in accordance with GAAP;

(e) (i) pledges, deposits or Liens arising as a matter of law in the ordinary course of business in connection with workers' compensation, payroll taxes, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Borrower or any Restricted Subsidiary;

(f) Liens incurred or pledges or deposits made in the ordinary course of business to secure the performance of bids, trade contracts, governmental contracts and leases (other than Indebtedness for borrowed money), statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) or arising as a result of progress payments under government contracts;

(g) (i) easements, rights-of-way, restrictions, covenants, conditions, encroachments, protrusions and other similar encumbrances and minor title defects affecting real property which, in the aggregate, do not in any case materially interfere with the ordinary conduct of the business of the Borrower or any Restricted Subsidiary and (ii) Liens disclosed as exceptions to coverage in the final title policies and endorsements issued with respect to Material Real Property subject to the Mortgages and other Liens permitted under the Mortgages;

(h) Liens securing judgments for the payment of money not constituting an Event of Default under Section 8.01(h);

(i) Purchase Money Liens securing Permitted Purchase Money Debt or any Permitted Refinancing with respect thereto;

(j) leases, licenses, subleases or sublicenses and Liens on the property covered thereby, in each case, granted to others in the ordinary course of business which do not (i) interfere in any material respect with the business of the Borrower and the Restricted Subsidiaries, taken as a whole, or (ii) secure any Indebtedness;

(k) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(l) Liens (i) of a collection bank (including those arising under Section 4-210 of the Uniform Commercial Code) on the items in the course of collection and (ii) in favor of a banking or other financial institution arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of set off) and which are within the general parameters customary in the banking industry;

(m) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment permitted pursuant to Section 7.02 to be applied against the purchase price for such Investment and (ii) consisting of an agreement to Dispose of any property in a Disposition permitted under Section 7.05, in each case, solely to the extent such Investment or Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(n) Liens in favor of the Borrower or a Restricted Subsidiary securing Indebtedness permitted under Section 7.03(e); provided that any Lien in favor of a Restricted Subsidiary that is not a Loan Party shall be a Lien ranking junior to the Lien on the Collateral securing the Obligations and such Indebtedness may not be secured by any assets that are not Collateral;

(o) Liens existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Restricted Subsidiary (other than by designation as a Restricted Subsidiary pursuant to Section 6.13), in each case after the date hereof; provided that (i) such Lien was not created in contemplation of such acquisition or such Person becoming a Restricted Subsidiary, (ii) such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and other than after-acquired property subjected to a Lien securing Indebtedness and other obligations incurred prior to such time and which Indebtedness and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), and (iii) the Indebtedness secured thereby is permitted under Section 7.03;

(p) any interest or title of a lessor or sublessor under leases or subleases entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business;

(q) Liens, if any, arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by the Borrower or any Restricted Subsidiary in the ordinary course of business;

(r) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the incurrence of Indebtedness, (ii) relating to pooled deposit or sweep accounts of the Borrower or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of the Borrower or any Restricted Subsidiary, (iii) relating to purchase orders and other agreements entered into with customers of the Borrower or any Restricted Subsidiary in the ordinary course of business or (iv) relating to credit balances of the Borrower or any of the Subsidiaries with credit card issuers or credit card processors or amounts owing by such credit card issuers or credit card processors to the Borrower or any of the Subsidiaries in the ordinary course of business, but not Liens on or rights of setoff against any other property or assets of the Loan Parties, pursuant to the credit card

agreements to secure the obligations of the Loan Parties to such credit card issuers or credit card processors as a result of fees and chargebacks;

(s) Liens, if any, arising from precautionary Uniform Commercial Code financing statement filings;

(t) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(u) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property or title defects or irregularities that are of a minor nature that, in each case, does not materially interfere with the ordinary conduct of the business of the Borrower or any Restricted Subsidiary;

(v) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of documentary letters of credit issued for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(w) the modification, replacement, renewal or extension of any Lien permitted by this Section 7.01; provided that (i) the Lien does not extend to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Indebtedness permitted under Section 7.03, and (B) proceeds and products thereof; and (ii) the renewal, extension or refinancing of the obligations secured or benefited by such Liens is permitted by Section 7.03;

(x) ground leases in respect of real property on which facilities owned or leased by the Borrower or any Restricted Subsidiary are located;

(y) Liens on property of a Non-Loan Party securing Indebtedness or other obligations of such Non-Loan Party in an aggregate principal amount at any time outstanding not to exceed the greater of (x) $25,000,000 and (y) ~~3.00~~5.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis;

(z) Liens solely on any cash earnest money deposits made by the Borrower or any Restricted Subsidiary in connection with any letter of intent or purchase agreement permitted hereunder;

(aa) Liens securing Indebtedness permitted pursuant to Section 7.03(t); provided that such Liens may be either a Lien (i) on the Collateral that is *pari passu* with the Lien securing the Obligations or (ii) ranking junior to the Lien on the Collateral securing the Obligations, and, in each case, the beneficiaries thereof (or an agent on their behalf) shall have entered into the Applicable Intercreditor Agreement; provided that such Liens may not be on any assets that are not Collateral;

(bb) Liens securing Indebtedness permitted pursuant to Section 7.03(m);

(cc) other Liens securing Indebtedness or other obligations in an aggregate principal amount at any time outstanding not to exceed the greater of (x) $75,000,000 and (y) 9.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis;

(dd) Liens securing Indebtedness permitted pursuant to Section 7.03(w) and (y); provided that such Liens may be either a Lien on the Collateral that is *pari passu* with the Lien securing

the Obligations or a Lien ranking junior to the Lien on the Collateral securing the Obligations (but may not be secured by any assets that are not Collateral) and, in any such case, the beneficiaries thereof (or an agent on their behalf) shall have entered into the Applicable Intercreditor Agreement;

(ee) Liens securing Indebtedness permitted pursuant to Section 7.03(v); provided that, (i) such Liens shall only secure the obligations secured on the date of the related Permitted Acquisition or other Investment and such liens shall not extend to any other property of the Borrower and the Restricted Subsidiaries and (ii) to the extent such Liens are on the Collateral, the beneficiaries thereof (or an agent on their behalf) shall have entered into the Applicable Intercreditor Agreement;

(ff) Liens on the Collateral securing Indebtedness permitted pursuant to Section 7.03(b); provided that the representative in respect of such Indebtedness shall have entered into the Applicable Intercreditor Agreement, which shall provide that (i) the Liens on the ABL Priority Collateral securing such Indebtedness may be pari passu or senior to the Liens on the ABL Priority Collateral securing the Obligations and (ii) the Liens on the Term Priority Collateral securing such Indebtedness shall be junior to the Liens on the Term Priority Collateral securing the Obligations;

(gg) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by Law;

(hh) Liens securing Secured Bank Product Obligations (as defined in the ABL Credit Agreement);

(ii) Liens securing Indebtedness permitted to be secured pursuant to Section 7.03(r); provided that to the extent such Liens are on the Collateral, (i) such Liens may be either a Lien that is *pari passu* with the Lien securing the Obligations or a Lien ranking junior to the Lien securing the Obligations and (ii) the beneficiaries thereof (or an agent on their behalf) shall have entered into the Applicable Intercreditor Agreement;

(jj) Liens on the Equity Interests of JV Entities securing financing arrangements for the benefit of the applicable JV Entity that are not otherwise prohibited under this Agreement; and

(kk) the reservations, limitations, provisos and conditions expressed in any original grants from ~~Her~~His Majesty The ~~Queen~~King in Right of Canada 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 such Person.

Section 7.02 Investments. Make any Investments, except:

(a) Investments by the Borrower or any Restricted Subsidiary in assets that were Cash Equivalents when such Investment was made;

(b) loans or advances to officers, directors, managers, partners and employees of the Borrower or the Restricted Subsidiaries (i) for reasonable and customary business-related travel, entertainment, relocation, customary fringe benefits and analogous ordinary business purposes, (ii) in connection with such Person's purchase of Equity Interests of the Borrower (provided that the proceeds of any such loans and advances shall be contributed to the Borrower in cash as common equity) and (iii) for purposes not described in the foregoing clauses (i) and (ii), in an aggregate principal amount outstanding not to exceed the greater of (x) $10,000,000 and (y) 1.50% of Consolidated EBITDA of the

Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis;

(c) asset purchases (including purchases of inventory, supplies and materials) and the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons, in each case in the ordinary course of business;

(d) Investments (i) by any Loan Party in any other Loan Party, (ii) by any Non-Loan Party in any Loan Party, (iii) by any Non-Loan Party in any other Non-Loan Party and (iv) by any Loan Party in any Non-Loan Party; provided that the aggregate amount of such Investments in Non-Loan Parties pursuant to clause (iv) above and clause (j) of this Section 7.02 shall not exceed an aggregate amount of, as valued at cost at the time each such Investment is made and including all related commitments for future Investments, the greater of (x) $75,000,000 and (y) 9.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis (excluding any Investments received in respect of, or consisting of, the transfer or contribution of Equity Interests in or Indebtedness of any Foreign Subsidiary to any other Foreign Subsidiary);

(e) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors and other credits to suppliers in the ordinary course of business;

(f) Investments consisting of Liens, Indebtedness, fundamental changes, Dispositions and Restricted Payments (other than, in each case, by reference to this Section 7.02) permitted under Section 7.01, Section 7.03, Section 7.04, Section 7.05 and Section 7.06, respectively;

(g) (i) Investments existing on the ~~Closing~~Amendment No. 4 Effective Date and set forth on Schedule 7.02 and any modification, replacement, renewal, reinvestment or extension of any such Investments; provided that the amount of any Investment permitted pursuant to this Section 7.02(g) is not increased from the amount of such Investment on the ~~Closing~~Amendment No. 4 Effective Date except pursuant to the terms of such Investment as of the ~~Closing~~Amendment No. 4 Effective Date or as otherwise permitted by this Section 7.02 and (ii) Investments in Subsidiaries existing on the ~~Closing~~Amendment No. 4 Effective Date;

(h) Investments in Swap Contracts permitted under Section 7.03(g);

(i) promissory notes and other non-cash consideration received in connection with Dispositions permitted by Section 7.05;

(j) the purchase or other acquisition of property and assets or businesses of any Person or of assets constituting a business unit, a line of business or division of such Person, or Equity Interests in a Person that, upon the consummation thereof, will be a Restricted Subsidiary (including as a result of a merger or consolidation) (or such assets will be contributed to the Borrower or a Restricted Subsidiary) (each, a "Permitted Acquisition") and together with any Investments in Restricted Subsidiaries necessary to consummate a transaction otherwise permitted by this clause (j); provided that (i) immediately after giving Pro Forma Effect to any such purchase or other acquisition, no Default or Event of Default shall have occurred and be continuing (provided that in the case of any Limited Condition Transaction, no Specified Event of Default shall have occurred and be continuing at the time of consummation thereof), (ii) after giving effect to any such purchase or other acquisition, the Borrower shall be in compliance with the covenant in Section 6.15, (iii) to the extent required by the Collateral and

Guarantee Requirement, (A) the property, assets and businesses acquired in such purchase or other acquisition shall become Collateral and (B) any such newly created or acquired Restricted Subsidiary (other than an Excluded Subsidiary) shall become Guarantors, in each case in accordance with Section 6.10 and (iv) the aggregate consideration for the acquisition of Non-Loan Parties pursuant to this clause (j) and Investments pursuant to clause (d)(iv) of this Section 7.02 shall not exceed in an aggregate amount at any time outstanding, as valued at cost at the time each such Investment is made, not to exceed the greater of (x) $75,000,000 and (y) 9.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis;

(k) the Supervalu Acquisition;

(l) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(m) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers arising in the ordinary course of business or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(n) Investments as valued at cost at the time each such Investment is made and including all related commitments for future Investments, in an amount not exceeding the Available Amount (provided that at the time of any such Investment in reliance on clause (b) of the definition of "Available Amount", no Event of Default shall have occurred and be continuing or would result therefrom);

(o) advances of payroll payments to employees in the ordinary course of business;

(p) [reserved];

(q) Investments held by a Restricted Subsidiary acquired after the Closing Date or of a corporation or company merged into the Borrower or merged or consolidated with any Restricted Subsidiary in accordance with Section 7.04 after the Closing Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(r) Guarantee Obligations of the Borrower or any Restricted Subsidiary in respect of leases (other than Capitalized Leases) or of other obligations that do not constitute Indebtedness, in each case entered into in the ordinary course of business;

(s) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests;

(t) other Investments in an aggregate amount, as valued at cost at the time each such Investment is made and including all related commitments for future Investments, not exceeding the greater of (x) $125,000,000 and (y) 14.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis;

(u) Investments in JV Entities and Unrestricted Subsidiaries in an aggregate amount, as valued at cost at the time each such Investment is made and including all related commitments for future Investments, not exceeding the greater of (x) $25,000,000 and (y) 3.00% of Consolidated EBITDA

of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis;

(v) [reserved];

(w) [reserved];

(x) Investments by an Unrestricted Subsidiary entered into prior to the day such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary pursuant to the definition of "Unrestricted Subsidiary"; provided that such Investments were not incurred in contemplation of such redesignation;

(y) other Investments; provided that, at the time of such Investment, (i) no Default or Event of Default has occurred and is continuing and (ii) the Consolidated Total Net Leverage Ratio of the Borrower and the Restricted Subsidiaries as of the end of the most recently ended Test Period, on a Pro Forma Basis, would be no greater than 2.75:1.00;

(z) transactions entered into in order to consummate a Permitted Tax Restructuring; and

(aa) Investments constituting Customer Support Transactions; provided, that, no Default or Event of Default shall exist or have occurred and be continuing after giving effect to such Investment.

~~(aa)~~ Notwithstanding any basket or exception in this Section 7.02 ~~or~~, Section 7.05 or Section 7.06 that would otherwise permit any Restricted Payment, contribution, sale, assignment, transfer or other disposition or investment of any intellectual property or Material Real Property to or in any Unrestricted Subsidiary, this Section 7.02 ~~and~~, Section 7.05 and Section 7.06 shall prohibit such Restricted Payments, contributions, sales, assignments, transfers, dispositions or investments of intellectual property or Material Real Property, except for in the case of intellectual property that in the reasonable business judgment of the Borrower is immaterial to, or no longer used in or necessary for, the conduct of the business of the Borrower or any Restricted Subsidiary.

Section 7.03 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness of the Borrower and any of the Restricted Subsidiaries under the Loan Documents;

(b) Indebtedness incurred pursuant to the ABL Facility in an aggregate principal amount not to exceed the sum of (i) $~~2,100,000,000 plus (ii~~2,600,000,000, plus (ii) the Indebtedness incurred pursuant to Amendment No. 1 (as defined in the ABL Credit Agreement as in effect on the Amendment No. 4 Effective Date) on the Amendment No. 4 Effective Date plus (iii) any increases in U.S. Revolver Commitments or Canadian Commitments (as each such term is defined in the ABL ~~Facility~~Credit Agreement as in effect on the ~~date hereof~~Amendment No. 4 Effective Date) pursuant to Section 2.1.7 of the ABL Credit Agreement (as in effect ~~on the date hereof~~immediately after giving effect to the Amendment No. 4 Transactions) plus (~~iii~~iv) all accrued interest, fees, expenses and other non-principal ABL Obligations with respect thereto and together with any Permitted Refinancing of the Indebtedness described above;

(c) (i) ~~Surviving~~Indebtedness in respect of the 2028 Notes that are outstanding as of the Amendment No. 4 Effective Date, (ii) Indebtedness listed on Schedule 7.03(c) and (~~i~~iii) any Permitted Refinancing of any of the foregoing;

(d) Guarantee Obligations of the Borrower and the Restricted Subsidiaries in respect of Indebtedness of the Borrower or any Restricted Subsidiary otherwise permitted hereunder (except that Non-Loan Parties may not, by virtue of this Section 7.03(d), guarantee Indebtedness that such Non-Loan Parties could not otherwise incur under this Section 7.03); provided that, if the Indebtedness being guaranteed is subordinated to the Obligations, such Guarantee Obligation shall be subordinated to the Guarantee of the Obligations on terms at least as favorable to the Lenders as those contained in the subordination of such Indebtedness;

(e) Indebtedness of the Borrower or any Restricted Subsidiary owing to the Borrower or any Restricted Subsidiary to the extent constituting an Investment permitted by Section 7.02;

(f) (i) Permitted Purchase Money Debt (other than any such Indebtedness constituting Attributable Indebtedness arising out of Permitted Sale Leasebacks), (ii) Attributable Indebtedness arising out of Permitted Sale Leasebacks in an aggregate principal amount not to exceed the greater of (x) $125,000,000 and (y) 15.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period at any one time outstanding and calculated on a Pro Forma Basis and (iii) any Permitted Refinancing of any Indebtedness set forth in the immediately preceding clause (i);

(g) Indebtedness in respect of Swap Contracts (i) entered into to hedge or mitigate risks to which the Borrower or any Subsidiary has actual or anticipated exposure (other than those in respect of shares of capital stock or other equity ownership interests of the Borrower or any Subsidiary), (ii) entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any interest-bearing liability or investment of the Borrower or any Subsidiary and (iii) entered into to hedge commodities, currencies, general economic conditions, raw materials prices, revenue streams or business performance;

(h) Indebtedness of any Loan Party pursuant to Customer Support Transactions; provided, that no Default or Event of Default shall exist or have occurred and be continuing after giving effect to the incurrence of such Indebtedness; and

(i) Indebtedness representing deferred compensation to employees of, the Borrower and the Restricted Subsidiaries incurred in the ordinary course of business;

(j) Indebtedness to current or former officers, directors, partners, managers, consultants and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of the Borrower permitted by Section 7.06 in an aggregate amount not to exceed $15,000,000 at any one time outstanding;

(k) Indebtedness incurred by the Borrower or any of the Restricted Subsidiaries in the Transactions, a Permitted Acquisition, any other Investment expressly permitted hereunder or any Disposition, in each case to the extent constituting indemnification obligations or obligations in respect of purchase price (including earn-outs) or other similar adjustments;

(l) Indebtedness consisting of obligations of the Borrower or any of the Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in

connection with the Transaction and Permitted Acquisitions or any other Investment expressly permitted hereunder;

(m) Cash Management Obligations and other Indebtedness in respect of netting services, automatic clearinghouse arrangements, overdraft protections and similar arrangements in each case incurred in the ordinary course;

(n) Indebtedness consisting of (a) the financing of insurance premiums or (b) take or pay obligations contained in supply arrangements, in each case, in the ordinary course of business;

(o) Indebtedness incurred by the Borrower or any of the Restricted Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims;

(p) obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by the Borrower or any of the Restricted Subsidiaries or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice;

(q) Indebtedness supported by a Letter of Credit (as defined in the ABL Credit Agreement) in a principal amount not to exceed the face amount of such Letter of Credit (as defined in the ABL Credit Agreement);

(r) (i) other Indebtedness of the Borrower or any Restricted Subsidiary in an unlimited amount, so long as (A) if such Indebtedness is secured by any Liens on the Collateral (other than Liens that are junior to the Liens securing the Obligations), the Consolidated First Lien Net Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than ~~3.75~~3.50:1.00; provided, that if such Indebtedness is incurred in the form of a broadly syndicated term loan facility incurred on or prior to the date that is 12 months after the Amendment No. 4 Effective Date, it shall be subject to the MFN Adjustment, (B) if such Indebtedness is secured by a Lien on the Collateral that is junior to the Liens securing the Obligations, the Consolidated Secured Net Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than ~~3.75~~4.50:1.00 and (C) if such Indebtedness is unsecured, at the Borrower's option, the Consolidated Total Net Leverage Ratio (calculated on a Pro Forma Basis but excluding the cash proceeds therefrom) as of the last day of the most recently ended Test Period is not greater than ~~3.75~~4.50:1.00; provided that, with respect to all Indebtedness of this clause (r), (1) such Indebtedness shall not mature prior to the date that is ninety one (91) days after the Maturity Date of the ~~Initial~~2024 Term Loans (or prior to the Latest Maturity Date applicable to the Term Loans in the case of any such Indebtedness that is secured with a Lien on the Collateral ranking *pari passu* with the Liens securing the Obligations) or have a Weighted Average Life to Maturity less than the Weighted Average Life to Maturity of the ~~Initial~~2024 Term Loans (without giving effect to any amortization or prepayments on the outstanding ~~Initial~~2024 Term Loans); provided that the foregoing requirements of this clause (1) shall not apply to the extent such Indebtedness constitutes a customary bridge facility, so long as the long-term Indebtedness into which such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (1), (2) such Indebtedness shall not have mandatory prepayment, redemption or offer to purchase events more onerous than those applicable to the ~~Initial~~2024 Term Loans; provided

that the foregoing requirements of this clause (2) shall not apply to the extent such Indebtedness constitutes a customary bridge facility, so long as the long-term Indebtedness into which such customary bridge facility is converted or exchanged satisfies the requirements of this clause (2), (3) with respect to such Indebtedness incurred by a Loan Party, the other terms and conditions of such Indebtedness (excluding pricing and optional prepayment or redemption terms), if not consistent with the terms of the ~~Initial~~2024 Term Loans, shall not be materially more restrictive to the Loan Parties when taken as a whole (as reasonably determined by the Borrower) than the terms of the ~~Initial~~2024 Term Loans (other than any terms and conditions that (x) apply only to periods after the then Latest Maturity Date with respect to the Term Loans or (y) are otherwise added for the benefit of the Term Lenders hereunder), (4) to the extent such Indebtedness is guaranteed or secured, each such Incremental Facility shall not be incurred or guaranteed by any Person that is not a Loan Party and shall not be secured by any assets that do not constitute Collateral; and (ii) any Permitted Refinancing of Indebtedness incurred under the foregoing clause (r)(i);

(s) Indebtedness incurred by a Non-Loan Party, and guarantees thereof by Non-Loan ~~Party~~Parties, in an aggregate principal amount not to exceed the greater of (x) $25,000,000 and (y) 3.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period at any one time outstanding;

(t) (i) Indebtedness (in the form of senior secured, senior unsecured, senior subordinated, ~~or~~junior secured or subordinated notes or loans or other secured or unsecured "mezzanine" Indebtedness) incurred by the Borrower to the extent that the Borrower shall have been permitted to incur such Indebtedness pursuant to, and such Indebtedness shall be deemed to be incurred in reliance on, Section 2.14; provided that (A) subject to Section 1.09, upon the effectiveness of such Indebtedness, no Default or Event of Default has occurred and is continuing or shall result therefrom (provided that in the case of Indebtedness the proceeds of which are used to finance a Limited Condition Transaction, no Specified Event of Default shall be continuing at the time such Limited Condition Transaction is consummated), (B) such Indebtedness shall not mature earlier than 91 days prior to the Latest Maturity Date applicable to the Term Loans (or prior to the Latest Maturity Date applicable to the Term Loans in the case of any such Indebtedness that is secured with a Lien on the Term Priority Collateral ranking *pari passu* with the Liens securing the Obligations); provided that the foregoing requirements of this clause (B) shall not apply to the extent such Indebtedness constitutes a customary bridge facility, so long as the long-term Indebtedness into which such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (B), (C) as of the date of the incurrence of such Indebtedness, the Weighted Average Life to Maturity of such Indebtedness shall not be shorter than that of the Term Loans~~,~~; provided that the foregoing requirements of this clause (C) shall not apply to the extent such Indebtedness constitutes a customary bridge facility, so long as the long-term Indebtedness into which such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (C), (D)(i) to the extent such Indebtedness is guaranteed or secured, each such Incremental Facility shall not be incurred or guaranteed by any Person that is not a Loan Party and shall not be secured by any assets that do not constitute Collateral, (ii) the Borrower shall be the borrower under such Indebtedness and (iii) such Indebtedness shall not have mandatory prepayment, redemption or offer to purchase events more onerous than those applicable to the ~~Initial~~2024 Term Loan~~,~~; provided that the foregoing requirements of this clause (iii) shall not apply to the extent such Indebtedness constitutes a customary bridge facility, so long as the long-term Indebtedness into which such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (iii), (E) the other terms and conditions of such Indebtedness (excluding pricing and optional prepayment or redemption terms), if not consistent with the terms of the ~~Initial~~2024 Term Loans, shall not be materially more restrictive to the Loan Parties when taken as a whole (as reasonably determined by the Borrower) than the terms of the ~~Initial~~2024 Term Loans (other than any terms and conditions that (x) apply only to periods after the then Latest Maturity Date with respect to the Term Loans or (y) are otherwise added for the benefit of the Term

Lenders hereunder) and (F) if such Indebtedness is in the form of a broadly syndicated term loan facility of the Loan Parties incurred on or prior to the date that is 12 months after the Amendment No. 4 Effective Date and is secured by a Lien on the Collateral that is *pari passu* with the Lien securing the Obligations, it shall be subject to the MFN Adjustment (if any) (such Indebtedness incurred pursuant to this clause (t) being referred to as "Permitted Alternative Incremental Facilities Debt") and (ii) any Permitted Refinancing of Indebtedness incurred under the foregoing clause (t)(i);

(u) additional Indebtedness in an aggregate principal amount not to exceed the greater of (x) $75,000,000 and (y) 9.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period at any one time outstanding;

(v) (i) Indebtedness assumed in connection with a Permitted Acquisition or other Investment not prohibited hereunder and not created in contemplation thereof, so long as (i) in the case of any such Indebtedness that is secured by a Lien on the property of any Subsidiary of the Borrower, the Consolidated Secured Net Leverage Ratio does not exceed ~~3.75~~4.50 to 1.00 and (ii) in the case of any such Indebtedness that is unsecured, the Consolidated Total Net Leverage Ratio does not exceed ~~3.75~~4.50 to 1.00 (in each case, calculated on a Pro Forma Basis, and after giving effect to any other transactions consummated in connection therewith but assuming that any commitments thereunder are fully drawn as of the date of assumption) and (ii) any Permitted Refinancing of Indebtedness incurred under the foregoing clause (v)(i);

(w) (i) Indebtedness (in the form of senior secured, senior unsecured, senior subordinated, or subordinated notes or loans) incurred by the Borrower to the extent that 100% of the Net Cash Proceeds therefrom are, immediately after the receipt thereof, applied solely to the prepayment of Term Loans in accordance with Section 2.05(b)(iii); provided that (A) such Indebtedness shall not mature earlier than the Maturity Date with respect to the relevant Term Loans being refinanced, (B) as of the date of the incurrence of such Indebtedness, the Weighted Average Life to Maturity of such Indebtedness shall not be shorter than that of then-remaining Term Loans being refinanced, (C)(i) no Restricted Subsidiary is a borrower or guarantor with respect to such Indebtedness unless such Restricted Subsidiary is a Subsidiary Guarantor which shall have previously or substantially concurrently guaranteed the Obligations; (ii) if such Indebtedness is secured, such Indebtedness is secured on a pari passu basis or junior priority basis to the Obligations, such Indebtedness is not secured by any assets not securing the Obligations unless such assets substantially concurrently secure the Obligations and the beneficiaries thereof (or an agent on their behalf) shall become party to the Applicable Intercreditor Agreement and (iii) if such Indebtedness is in the form of notes, such Indebtedness is not required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default, a change in control, an event of loss or an asset disposition), (D) the other terms and conditions of such Indebtedness (excluding pricing and optional prepayment or redemption terms), if not consistent with the terms of the ~~Initial~~2024 Term Loans, shall not be materially more restrictive to the Loan Parties when taken as a whole (as reasonably determined by the Borrower) than the terms of the ~~Initial~~2024 Term Loans (other than any terms and conditions that (x) apply only to periods after the then Latest Maturity Date with respect to the Term Loans being refinanced or (y) are otherwise added for the benefit of the Term Lenders hereunder) and such Indebtedness shall not participate in mandatory prepayments on a greater than pro rata basis with the Term Loans and (E) the Borrower has delivered to the Administrative Agent a certificate of a Responsible Officer of the Borrower, together with all relevant financial information reasonably requested by the Administrative Agent, including reasonably detailed calculations demonstrating compliance with clauses (A), (B), (C) and (D) and (ii) any Permitted Refinancing of Indebtedness incurred under the foregoing clause (w)(i);

(x) [~~reserved~~Reserved];

(y) Indebtedness in respect of Permitted Debt Exchange Notes incurred pursuant to a Permitted Debt Exchange in accordance with Section 2.17 and any Permitted Refinancing thereof;

(z) unsecured Contribution Indebtedness (and any Permitted Refinancing thereof);

(aa) Indebtedness in respect of any Seller Note; provided, that the terms of such Seller Note shall be reasonably satisfactory to the Administrative Agent; and

(bb) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses (a) through (aa) above.

The accrual of interest, the accretion of accreted value and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 7.03.

Section 7.04 Fundamental Changes. 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:

(a) any Restricted Subsidiary (other than ~~the~~any Co-Borrower) may merge or amalgamate (i) with the Borrower (provided that the resulting entity shall succeed as a matter of law to all of the Obligations of the Borrower under the Loan Documents), (ii) with any one or more Restricted Subsidiaries (provided that when any Restricted Subsidiary that is a Loan Party is merging or amalgamating with another Restricted Subsidiary, a Loan Party shall be a continuing or surviving Person, as applicable, or the resulting entity shall succeed as a matter of law to all of the Obligations of such Loan Party (including, without limitation, as the Borrower)) and (iii) in order to consummate a Permitted Tax Restructuring;

(b) (i) any Restricted Subsidiary that is not a Loan Party may merge, amalgamate or consolidate with or into any other Restricted Subsidiary that is not a Loan Party, (ii) (A) any Restricted Subsidiary (other than ~~the~~any Co-Borrower) may liquidate, dissolve or wind up, or (B) any Restricted Subsidiary may change its legal form, in each case, if the Borrower determines in good faith that such action is in the best interests of the Borrower and the other Subsidiaries and is not materially disadvantageous to the Lenders and (iii) the Borrower may change its legal form if it determines in good faith that such action is in the best interests of the Borrower and the other Restricted Subsidiaries and the Administrative Agent reasonably determines it is not disadvantageous to the Lenders;

(c) any Restricted Subsidiary may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to another Restricted Subsidiary; provided that if the transferor in such a transaction is a Loan Party, then either (i) the transferee must be a Loan Party or (ii) to the extent constituting an Investment, such Investment must be a permitted Investment in or Indebtedness of a Restricted Subsidiary that is not a Loan Party in accordance with Section 7.02 and Section 7.03, respectively;

(d) so long as no Event of Default exists or would result therefrom, ~~either~~any Borrower may merge or amalgamate with any other Person (1) in a transaction in which the Borrower is the continuing or surviving entity of such transaction or (2) in a transaction in which such other Person is the surviving or continuing entity of such transaction (such person, the "Successor Borrower"); provided

that, in the case of this clause (2), (i) such Successor Borrower is organized under the laws of the United States; (ii) such Successor Borrower shall assume the Obligations of the applicable Borrower under the Loan Documents; (iii) each Guarantor shall have confirmed that its Guaranty shall apply to the Successor Borrower's obligations under the Loan Documents; (iv) any Borrower that is not the Successor Borrower or the merging or amalgamating Borrower shall have confirmed that it remains jointly and severally liable for all of the Obligations of the Successor Borrower, (v) each Guarantor shall have by a supplement to the Security Agreement and other applicable Collateral Documents confirmed that its obligations thereunder shall apply to the Successor Borrower's obligations under the Loan Documents; (vi) the Successor Borrower shall have delivered information reasonably requested in writing by the Administrative Agent (or any Lender through the Administrative Agent) reasonably required by regulatory authorities under "know your customer" and anti-money laundering rules and regulations, including without limitation the USA PATRIOT Act of the type delivered on the Closing Date pursuant to Section 4.01(e) and (vii) the Successor Borrower shall have delivered an officer's certificate certifying the compliance with the foregoing;

(e) so long as no Default exists or would result therefrom, any Restricted Subsidiary (other than~~the~~any Co-Borrower) may merge or amalgamate with any other Person in order to effect an Investment permitted pursuant to Section 7.02; provided that the continuing or surviving Person shall be a Restricted Subsidiary, which together with each of its Restricted Subsidiaries, shall have complied with the requirements of Section 6.10;

(f) the Borrower and its Subsidiaries may perform any merger, amalgamation, dissolution, winding up, liquidation or consolidation in connection with the Supervalu Acquisition; and

(g) so long as no Default exists or would result therefrom, a merger, amalgamation, dissolution, winding up, liquidation, consolidation or Disposition, the purpose of which is to effect a Disposition permitted pursuant to Section 7.05, may be effected.

Section 7.05 Dispositions. Make any Disposition, except:

(a) Dispositions of obsolete, worn out or surplus property, whether now owned or hereafter acquired, in the ordinary course of business and Dispositions of property no longer used or useful in the conduct of the business of the Borrower and the Restricted Subsidiaries;

(b) Dispositions of inventory and immaterial assets in the ordinary course of business (including allowing any registrations or any applications for registration of any immaterial IP Rights to lapse or go abandoned in the ordinary course of business);

(c) Dispositions of property to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased or (ii) the proceeds of such Disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased);

(d) Dispositions of property to the Borrower or a Restricted Subsidiary; provided that if the transferor of such property is a Loan Party (i) the transferee thereof must be a Loan Party, (ii) to the extent such transaction constitutes an Investment, such transaction is permitted under Section 7.02, or (iii) such Disposition shall consist of the transfer of Equity Interests in or Indebtedness of any Foreign Subsidiary to any other Foreign Subsidiary;

(e) Dispositions permitted by Section 7.02, Section 7.04 and Section 7.06 and Liens permitted by Section 7.01;

(f) Dispositions in the ordinary course of business of Cash Equivalents;

(g) leases, subleases, licenses or sublicenses, in each case in the ordinary course of business and which do not materially interfere with the business of the Borrower and the Restricted Subsidiaries, taken as a whole;

(h) transfers of property subject to Casualty Events;

(i) Dispositions of Investments in JV Entities or non-Wholly Owned Restricted Subsidiaries to the extent required by, or made pursuant to, customary buy/sell arrangements between the parties to such JV Entity or shareholders of such non-Wholly Owned Restricted Subsidiary set forth in the shareholders agreements, joint venture agreements, organizational documents or similar binding agreements relating to such JV Entity or non-Wholly Owned Restricted Subsidiary;

(j) Dispositions of accounts receivable in the ordinary course of business in connection with the collection or compromise thereof or pursuant to factoring arrangements, in each case to the extent not constituting a receivables financing;

(k) the unwinding of any Swap Contract pursuant to its terms;

(l) [reserved];

(m) Dispositions not otherwise permitted pursuant to this Section 7.05; provided that (i) such Disposition shall be for fair market value as reasonably determined by the Borrower in good faith (subject, in the case of Permitted Sale Leasebacks, to any additional relevant requirements set forth in the definition thereof), (ii) the Borrower or the applicable Restricted Subsidiary shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents (provided, however, that for the purposes of this clause (m)(ii), the following shall be deemed to be cash: (A) the assumption by the transferee of Indebtedness or other liabilities contingent or otherwise of the Borrower or any of the Restricted Subsidiaries (other than Subordinated Debt) and the valid release of the Borrower or such Restricted Subsidiary, by all applicable creditors in writing, from all liability on such Indebtedness or other liability in connection with such Disposition, (B) securities, notes or other obligations received by the Borrower or any of the Restricted Subsidiaries from the transferee that are converted by the Borrower or any of the Restricted Subsidiaries into cash or Cash Equivalents within 180 days following the closing of such Disposition, (C) Indebtedness (other than Subordinated Debt) of any Restricted Subsidiary that is no longer a Restricted Subsidiary as a result of such Disposition, to the extent that the Borrower and each Restricted Subsidiary are released from any Guarantee of payment of such Indebtedness in connection with such Disposition and (D) the aggregate Designated Non-Cash Consideration received by the Borrower and the Restricted Subsidiaries for all Dispositions under this clause (m) having an aggregate fair market value (determined as of the closing of the applicable Disposition for which such Designated Non-Cash Consideration is received) not to exceed the greater of (x) $100,000,000 and (y) 12.5% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period at any time outstanding (net of any Designated Non-Cash Consideration converted into cash and Cash Equivalents received in respect of any such Designated Non-Cash Consideration and calculated on a Pro Forma Basis) and (iii) the Borrower or the applicable Restricted Subsidiary complies with the applicable provisions of Section 2.05;

(n) the Borrower and the Restricted Subsidiaries may surrender or waive contractual rights and settle or waive contractual or litigation claims in the ordinary course of business;

(o) Dispositions of non-core or obsolete assets acquired in connection with a Permitted Acquisition;

(p) any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater fair market value of usefulness to the business of the Borrower and the Restricted Subsidiaries as a whole, as determined in good faith by the Borrower;

(q) any sale of Equity Interests in, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(r) (i) Specified Dispositions and (ii) Dispositions consummated in connection with a Permitted Tax Restructuring; and

(s) Dispositions by any Loan Party constituting a Customer Support Transaction; provided, that (i) no Default or Event of Default shall exist or have occurred and be continuing after giving effect to such disposition, and (ii) to the extent that such disposition includes a Sale Leaseback of real estate, the consideration paid to such Loan Party in connection therewith shall be paid contemporaneously with consummation of the transaction (other than consideration received in connection with customary earn-out arrangements in an amount (calculated as of the date of such disposition as the present value of expected future payments in respect thereof) not to exceed twenty-five percent (25%) of the aggregate consideration therefor), and shall be in an amount not less than the fair market value (as reasonably determined by the Borrower in good faith) of the property disposed of.

To the extent any Collateral is Disposed of as expressly permitted by this Section 7.05 to any Person other than the Borrower or any Guarantor, such Collateral shall be sold free and clear of the Liens created by the Loan Documents and, if requested by the Administrative Agent, upon the certification by the Borrower that such Disposition is permitted by this Agreement, the Administrative Agent or the Collateral Agent, as applicable, shall be authorized to take and shall take any actions deemed appropriate in order to effect the foregoing.

Section 7.06 Restricted Payments. Declare or make, directly or indirectly, any Restricted Payment, except:

(a) each Restricted Subsidiary may make Restricted Payments to the Borrower and to Restricted Subsidiaries (and, in the case of a Restricted Payment by a non-Wholly Owned Restricted Subsidiary, to each owner of Equity Interests of such Restricted Subsidiary based on their relative ownership interests of the relevant class of Equity Interests);

(b) (i) the Borrower may (or may make Restricted Payments to permit any direct or indirect parent thereof to) redeem in whole or in part any of its Equity Interests for another class of its (or such parent's) Equity Interests or rights to acquire its Equity Interests or with proceeds from substantially concurrent equity contributions or issuances of new Equity Interests, provided that any terms and provisions material to the interests of the Lenders, when taken as a whole, contained in such other class of Equity Interests are at least as advantageous to the Lenders as those contained in the Equity Interests redeemed thereby and (ii) the Borrower may declare and make dividend payments or other distributions payable solely in Qualified Equity Interests (to the extent not utilized in connection with any other

transactions permitted pursuant to Section 7.02, Section 7.03, Section 7.06 or Section 7.08 (or to build the Available Amount));

(c) Restricted Payments made on or after the Closing Date for fees and expenses in connection with the Transactions;

(d) to the extent constituting Restricted Payments, the Borrower and the Restricted Subsidiaries may enter into and consummate transactions expressly permitted by any provision of Section 7.02, Section 7.04~~,~~ or Section 7.05 ~~or Section 7.07~~;

(e) repurchases of Equity Interests in the ordinary course of business in the Borrower or any Restricted Subsidiary deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

(f) the Borrower or any Restricted Subsidiary may, in good faith, pay for the repurchase, retirement or other acquisition or retirement for value of Equity Interests of it or any direct or indirect parent thereof held by any future, present or former employee, director, manager, officer or consultant (or any Affiliates, spouses, former spouses, other immediate family members, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of the Borrower or any of its Subsidiaries pursuant to any employee, management, director or manager equity plan, employee, management, director or manager stock option plan or any other employee, management, director or manager benefit plan or any agreement (including any stock subscription or shareholder agreement) with any employee, director, manager, officer or consultant of Borrower or any Subsidiary; provided that such payments in any fiscal year do not to exceed the greater of (x) $25,000,000 and (y) 3.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis, provided that any unused portion of the preceding basket for any calendar year may be carried forward to succeeding calendar years so long as the aggregate amount of all Restricted Payments made pursuant to this Section 7.06(f) in any calendar year (after giving effect to such carry forward) shall not exceed the greater of (x) $50,000,000 and (y) 6.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis;

(g) [reserved];

(h) the Borrower or any Restricted Subsidiary may pay any dividend or distribution within 60 days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of this Agreement (it being understood that a distribution pursuant to this Section 7.06(h) shall be deemed to have utilized capacity under such other provision of this Agreement);

(i) the Borrower or any Restricted Subsidiary may (a) pay cash in lieu of fractional Equity Interests in connection with any dividend, split or combination thereof or any Permitted Acquisition and (b) honor any conversion request by a holder of convertible Indebtedness and make cash payments in lieu of fractional shares in connection with any such conversion and may make payments on convertible Indebtedness in accordance with its terms;

(j) the Borrower or any Restricted Subsidiary may make additional Restricted Payments in an amount not to exceed, from and after the Amendment No. 4 Effective Date, the greater of (x) $25,000,000 and (y) 3.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis;

(k) the Borrower or any Restricted Subsidiary may make additional Restricted Payments in an amount not to exceed, from and after the Amendment No. 4 Effective Date, the Available Amount (provided that at the time of any such Restricted Payment (except in reliance on clause (c) of the definition of "Available Amount"), (x) no Event of Default shall have occurred and be continuing or would result therefrom and (y) the Consolidated Total Net Leverage Ratio of the Borrower and the Restricted Subsidiaries as of the end of the most recently ended Test Period, on a Pro Forma Basis, would be no greater than 3.00:1.00);

(l) [reserved]; and

(m) the Borrower or any Restricted Subsidiary may make additional Restricted Payments; provided that, at the time of such Restricted Payment, (i) no Event of Default has occurred and is continuing and (ii) the Consolidated Total Net Leverage Ratio of the Borrower and the Restricted Subsidiaries as of the end of the most recently ended Test Period, on a Pro Forma Basis, would be no greater than 2.50:1.00.

Section 7.07 Transactions with Affiliates. Enter into any transaction of any kind with any Affiliate of the Borrower with a fair market value in excess of $10,000,000, whether or not in the ordinary course of business, other than:

(a) transactions between or among the Borrower or any Restricted Subsidiary or any entity that becomes a Restricted Subsidiary as a result of such transaction;

(b) transactions on terms not less favorable to the Borrower or such Restricted Subsidiary as would be obtainable by the Borrower or such Restricted Subsidiary at the time in a comparable arm's-length transaction with a Person other than an Affiliate or, if in the good faith judgment of the board of directors of the Borrower no comparable transaction is available with which to compare such transaction, such transaction is otherwise fair to the Borrower or such Restricted Subsidiary from a financial point of view;

(c) the Transaction and the payment of fees and expenses related to the Transaction;

(d) the issuance of Equity Interests to any officer, director, manager, employee or consultant of the Borrower or any of its Subsidiaries or any direct or indirect parent of the Borrower in connection with the Transaction;

(e) equity issuances, repurchases, redemptions, retirements or other acquisitions or retirements of Equity Interests by the Borrower or any Restricted Subsidiary permitted under Section 7.06;

(f) loans and other transactions by and among the Borrower and/or one or more Subsidiaries to the extent permitted under this Article VII;

(g) employment and severance arrangements between the Borrower or any of its Subsidiaries and their respective officers and employees in the ordinary course of business and transactions pursuant to stock option plans and employee benefit plans and arrangements;

(h) any other transactions with an Affiliate, which is approved by a majority of disinterested members of the board of directors (or equivalent governing body) of the Borrower in good faith;

(i) any agreement between any Person and an Affiliate of such Person existing at the time such Person is acquired by or merged into the Borrower or its Restricted Subsidiaries pursuant to the terms of this Agreement (provided that such agreement was not entered into in contemplation of such acquisition or merger) or any amendment thereto (so long as any such amendment is not disadvantageous to the Lenders in any material respect in the good faith judgment of the Borrower when taken as a whole as compared to such agreement as in effect on the date of such acquisition or merger);

(j) the payment of customary fees and reasonable out-of-pocket costs to, and indemnities provided on behalf of, directors, managers, officers, employees and consultants of the Borrower and the Restricted Subsidiaries or any direct or indirect parent of the Borrower in the ordinary course of business to the extent attributable to the ownership or operation of the Borrower and the Restricted Subsidiaries;

(k) transactions pursuant to agreements in existence on the ~~Closing~~Amendment No. 4 Effective Date and set forth on Schedule 7.07 or any amendment thereto to the extent such an amendment is not adverse to the Lenders in any material respect;

(l) dividends and other distributions permitted under Section 7.06;

(m) transactions entered into by an Unrestricted Subsidiary with an Affiliate prior to the redesignation of any such Unrestricted Subsidiary as a Restricted Subsidiary pursuant to the definition of "Unrestricted Subsidiary"; provided that such transactions were not entered into in contemplation of such redesignation; and

(n) transactions in connection with Permitted Tax Restructurings.

Section 7.08 Prepayments, Etc., of Indebtedness.

(a) Prepay, redeem, purchase, defease or otherwise satisfy prior to the scheduled maturity thereof in any manner any Junior Debt (it being understood that payments of regularly scheduled interest, AHYDO payments, customary payments of indemnitees and expense reimbursements and mandatory prepayments under any such Junior Debt Documents shall not be prohibited by this clause) except for (i) the refinancing thereof with the Net Cash Proceeds of any such Indebtedness (to the extent such Indebtedness constitutes a Permitted Refinancing), (ii) the conversion thereof to Equity Interests (other than Disqualified Equity Interests) of the Borrower, (iii) prepayments, redemptions, purchases, defeasances and other payments thereof prior to their scheduled maturity in an aggregate amount not to exceed from and after the Amendment No. 4 Effective Date, (A) the greater of (x) $25,000,000 and (y) 3.00% of Consolidated EBITDA of the Borrower and the Restricted Subsidiaries for the most recently ended Test Period calculated on a Pro Forma Basis, plus (B) an amount not to exceed the Available Amount, (provided that at the time of any such prepayment, redemption, purchase, defeasance or other payment in reliance on clause (b) of the definition of "Available Amount" (x) no Event of Default shall have occurred and be continuing or would result therefrom and (y) the Consolidated Total Net Leverage Ratio of the Borrower and the Restricted Subsidiaries as of the end of the most recently ended Test Period, on a Pro Forma Basis, would be no greater than 3.25:1.00), (iv) payments in respect of any Seller Note, so long as such payments are made concurrently with the expiration of such Seller Note, (v) payments made within one year of the maturity date of Junior Debt; provided that, no Event of Default shall exist or have occurred and be continuing after giving effect to such payment and (vi) other prepayments, redemptions, purchases, defeasances and other payments thereof prior to their scheduled maturity (provided that, at the time of such prepayments, redemptions, purchases, defeasances or other payments, (x) no Event of Default has occurred and is continuing and (y)

the Consolidated Total Net Leverage Ratio of the Borrower and the Restricted Subsidiaries as of the end of the most recently ended Test Period, on a Pro Forma Basis, would be no greater than 2.75:1.00).

(b) Amend, modify or change in any manner materially adverse to the interests of the Lenders any term or condition of any Junior Debt Documents or any Organization Document of any Loan Party, in each case without the consent of the Required Lenders (not to be unreasonably withheld or delayed).

Section 7.09 [Reserved].

Section 7.10 Negative Pledge and Subsidiary Distributions. Enter into any agreement, instrument, deed or lease which prohibits or limits (i) the ability of any Loan Party to create, incur, assume or suffer to exist any Lien upon any of their respective properties or revenues, whether now owned or hereafter acquired, for the benefit of the Secured Parties with respect to the Obligations or under the Loan Documents or (ii) the ability of any Restricted Subsidiary to pay dividends or other distributions with respect to any of its Equity Interests; provided that the foregoing shall not apply to:

(a) restrictions and conditions imposed by (A) law, (B) any Loan Document or (C) the ABL Facility;

(b) restrictions and conditions existing on the ~~Closing~~Amendment No. 4 Effective Date and set forth on Schedule 7.10 or to any extension, renewal, amendment, modification or replacement thereof, except to the extent any such amendment, modification or replacement expands the scope of any such restriction or condition;

(c) customary restrictions and conditions arising in connection with any Disposition permitted by Section 7.05;

(d) customary provisions in leases, licenses and other contracts restricting the assignment thereof;

(e) restrictions imposed by any agreement relating to secured Indebtedness permitted by this Agreement to the extent such restriction applies only to the property securing such Indebtedness;

(f) any restrictions or conditions set forth in any agreement in effect at any time any Person becomes a Restricted Subsidiary (but not any modification or amendment expanding the scope of any such restriction or condition), provided that such agreement was not entered into in contemplation of such Person becoming a Restricted Subsidiary and the restriction or condition set forth in such agreement does not apply to the Borrower or any Restricted Subsidiary;

(g) any restrictions or conditions in any Indebtedness permitted pursuant to Section 7.03 or by the definition of "Refinancing Loans" to the extent such restrictions or conditions are no more restrictive than the restrictions and conditions in the Loan Documents or, in the case of Subordinated Debt, are market terms at the time of issuance or, in the case of Indebtedness of any Non-Loan Party, are imposed solely on such Non-Loan Party and its Subsidiaries, provided that any such restrictions or conditions permit compliance with the Collateral and Guarantee Requirement and Section 6.10;

(h) any restrictions on cash or other deposits imposed by agreements entered into in the ordinary course of business;

(i) customary provisions in shareholders agreements, joint venture agreements, organizational documents or similar binding agreements relating to any JV Entity or non-Wholly Owned Restricted Subsidiary and other similar agreements applicable to JV Entities and non-Wholly Owned Restricted Subsidiaries permitted under Section 7.02 and applicable solely to such JV Entity or non-Wholly Owned Restricted Subsidiary and the Equity Interests issued thereby;

(j) customary restrictions in leases, subleases, licenses or asset sale agreements and other similar contracts otherwise permitted hereby so long as such restrictions relate only to the assets subject thereto;

(k) customary provisions restricting assignment of any agreement entered into in the ordinary course of business;

(l) customary net worth provisions contained in real property leases entered into by Subsidiaries of the Borrower, so long as the Borrower has determined in good faith that such net worth provisions could not reasonably be expected to impair the ability of the Borrower and its Subsidiaries to meet their ongoing obligation;

(m) restrictions or conditions upon the transfers of assets encumbered by a Lien permitted bySection 7.01 to the extent such restriction applies only to the property subject to such Lien; and

(n) restrictions imposed by any agreement governing Indebtedness entered into on or after the Closing Date and permitted under Section 7.03 that are, taken as a whole, in the good faith judgment of the Borrower, no more restrictive with respect to the Borrower or any Restricted Subsidiary than customary market terms for Indebtedness of such type, so long as the Borrower shall have determined in good faith that such restrictions will not adversely affect in any material respect its obligation or ability to make any payments required hereunder.

ARTICLE VIII

Events of Default and Remedies

Section 8.01 Events of Default. Any of the following events referred to in any ofclauses (a) through (l) inclusive of this Section 8.01 shall constitute an "Event of Default":

(a) Non-Payment. Any Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan, (ii) within five (5) Business Days after the same becomes due, any interest on any Loan or (iii) within ten (10) Business Days after the same becomes due, any amount other than principal or interest on any Loan payable hereunder or with respect to any other Loan Document; or

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Section 6.03(a) or Section 6.04 (solely with respect to the Borrower) or Article VII; or

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (not specified in Section 8.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after receipt by the Borrower of written notice thereof by the Administrative Agent or the Required Lenders; or

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) Cross-Default. The Borrower or any Restricted Subsidiary (A) fails to make any payment beyond the applicable grace period with respect thereto, if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness hereunder) having an aggregate principal amount exceeding the Threshold Amount, or (B) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs (other than (i) with respect to Indebtedness consisting of Swap Contracts, termination events or equivalent events pursuant to the terms of such Swap Contracts and (ii) any event requiring prepayment pursuant to customary asset sale events, insurance and condemnation proceeds events, change of control offers events and excess cash flow and indebtedness sweeps), the effect of which default or other event is to cause, or to permit the holder or holders of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, all such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem all such Indebtedness to be made, prior to its stated maturity; provided that (x) this clause (e)(B) shall not apply to secured Indebtedness that becomes due (or requires an offer to purchase) as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness and (y) an "Event of Default" under the ABL Credit Agreement shall not constitute an Event of Default hereunder unless the ABL Lenders have actually declared all ABL Obligations to be immediately due and payable in accordance with the terms of the ABL Credit Agreement and such declaration has not been rescinded by the ABL Lenders on or before such date; provided, further, that such failure or breach is unremedied and is not waived by the required holders of such Indebtedness; or

(f) Insolvency Proceedings, Etc. Except with respect to any dissolution or liquidation of a Restricted Subsidiary expressly permitted by Section 7.04 in connection with the consummation of a Permitted Tax Restructuring, the Borrower or any of the Restricted Subsidiaries institutes or consents to the institution of any proceeding under any Debtor Relief Law, or makes an assignment for the benefit of creditors; or applies for or consents to the appointment of any receiver, interim receiver, receiver and manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer for it or for all or any material part of its property; or any receiver, interim receiver, receiver and manager, trustee, custodian, conservator, liquidator, rehabilitator, administrator, administrative receiver or similar officer is appointed without the application or consent of such Person and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any proceeding under any Debtor Relief Law relating to any such Person or to all or any material part of its property is instituted without the consent of such Person and continues undismissed or unstayed for sixty (60) calendar days; or an order for relief is entered in any such proceeding; or

(g) Inability to Pay Debts; Attachment. (i) The Borrower or any Restricted Subsidiary becomes unable or admits in writing its inability or fails generally to pay its debts as they become due, or (ii) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of the Borrower or any Restricted Subsidiary, taken as a whole, and is not released, vacated or fully bonded within sixty (60) days after its issue or levy; or

(h) Judgments. There is entered against the Borrower or any Restricted Subsidiary a final judgment or order for the payment of money in an aggregate amount exceeding the Threshold

Amount (to the extent not covered by independent third-party insurance) and such judgment or order shall not have been paid or otherwise satisfied, vacated, discharged or stayed or bonded pending an appeal for a period of sixty (60) consecutive days; or

(i) Invalidity of Collateral Documents. Any material provision of any Collateral Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 7.04 or Section 7.05) or solely as a result of ~~acts or omissions by~~ the Administrative Agent ~~or any Lender~~no longer having possession of certificates actually delivered to it representing Collateral or a Uniform Commercial Code filing having lapsed because a Uniform Commercial Code continuation statement was not filed in a timely manner or the satisfaction in full of all the Obligations under the Loan Documents, ceases to be in full force and effect or ceases to create a valid and perfected lien, with the priority set forth in the Applicable Intercreditor Agreement on a material portion of the Collateral covered thereby; or any Loan Party contests in writing the validity or enforceability of any material provision of any Collateral Document; or any Loan Party denies in writing that it has any or further liability or obligation under any Collateral Document (other than as a result of repayment in full of the Obligations and termination of the Aggregate Commitments), or purports in writing to revoke or rescind any Collateral Document; or

(j) Invalidity of Guaranty. Any Guaranty after its execution and delivery, provided by any Guarantor that is a Material Subsidiary, or any material provision thereof, ceases to be in full force and effect (other than pursuant to the terms hereof or thereof) or any Loan Party denies or disaffirms in writing any such Guarantor's material obligations under its Guaranty (other than as a result of repayment in full of the Obligations under the Loan Documents and terminations of the Term Commitments and any Incremental Revolving Commitments); or

(k) Change of Control. There occurs any Change of Control; or

(l) ERISA. (i) An ERISA Event occurs which, individually or together with other ERISA Events which have occurred, has resulted or could reasonably be expected to result in liability of a Loan Party in an aggregate amount which could reasonably be expected to result in a Material Adverse Effect, (ii) a Loan Party or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its ~~withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan~~Withdrawal Liability the remaining balance of which could reasonably be expected to result in a Material Adverse Effect, or (iii) the incurrence under applicable law of any liability by a Loan Party in an amount which could reasonably be expected to result in a Material Adverse Effect on account of the complete or partial termination of any Foreign Plan.

Section 8.02 Remedies Upon Event of Default. If any Event of Default occurs and is continuing, the Administrative Agent may and, at the request of the Required Lenders, shall take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans to be terminated, whereupon such commitments shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower; and

(c) exercise on behalf of itself and the Lenders all rights and remedies available to it and the Lenders under the Loan Documents or applicable Law;

provided that upon the occurrence of an Event of Default under Section 8.01(f) or (g) with respect to ~~either~~any Borrower, the obligation of each Lender to make Loans shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, in each case without further act of the Administrative Agent or any Lender.

Section 8.03 Exclusion of Immaterial Subsidiaries. Solely for the purpose of determining whether a Default has occurred under clause (f) or (g) of Section 8.01, any reference in any such clause to any Restricted Subsidiary or Loan Party shall be deemed not to include any Subsidiary that is an Immaterial Subsidiary or at such time could, upon designation by the Borrower, become an Immaterial Subsidiary affected by any event or circumstances referred to in any such clause unless the Consolidated EBITDA of such Subsidiary together with the Consolidated EBITDA of all other Subsidiaries affected by such event or circumstance referred to in such clause, shall exceed 5% of the Consolidated EBITDA of the Borrower and the Restricted Subsidiaries.

Section 8.04 Application of Funds. If the circumstances described in Section 2.12(g) have occurred, or after the exercise of remedies provided for in Section 8.02 (or after the Loans have automatically become immediately due and payable), including in any bankruptcy or insolvency proceeding, any amounts received on account of the Obligations shall be applied by the Administrative Agent, subject to the Applicable Intercreditor Agreement then in effect, in the following order:

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including Attorney Costs payable under Section 10.04 and amounts payable under Article III) payable to each Agent in its capacity as such;

Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal and interest) payable to the Lenders (including Attorney Costs payable under Section 10.04 and amounts payable under Article III), ratably among them in proportion to the amounts described in this clause Second payable to them;

Third, to payment of that portion of the Obligations constituting accrued and unpaid interest (including, but not limited to, post-petition interest), ratably among the Lenders in proportion to the respective amounts described in this clause Third payable to them;

Fourth, to payment of that portion of the Obligations constituting (i) unpaid principal of the Loans and the Swap Termination Value under Secured Hedge Agreements and (ii) any other obligations of any Loan Party or Restricted Subsidiary arising under any Secured Hedge Agreement, ratably among the Secured Parties in proportion to the respective amounts described in this clause Fourth held by them;

Fifth, to the payment of all other Obligations of the Loan Parties that are due and payable to the Administrative Agent and the other Secured Parties on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Secured Parties on such date; and

Last, the balance, if any, after all of the Obligations have been paid in full, to the Borrower or as otherwise required by Law.

ARTICLE IX

Administrative Agent and Other Agents

Section 9.01 Appointment and Authorization of Agents.

(a) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Administrative Agent does not assume and shall not be deemed to have assumed any obligation or duty or any other relationship as the agent, fiduciary or trustee of or for any Lender or holder of any other obligation and shall have no duties or responsibilities, except those expressly set forth herein and in the other Loan Documents, regardless of whether a Default or Event of Default has occurred and is continuing, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" (or any similar term) herein ~~and~~or in ~~the~~any other Loan ~~Documents~~Document with reference to ~~any~~the Administrative Agent is not intended to connote any fiduciary duty or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties~~.~~; additionally, each Lender agrees that it will not assert any claim against the Administrative Agent based on an alleged breach of fiduciary duty by the Administrative Agent in connection with this Agreement and/or the transactions contemplated hereby. In performing its functions and duties hereunder and under the other Loan Documents, the Administrative Agent is acting solely on behalf of the Lenders (except in limited circumstances expressly provided for herein relating to the maintenance of the Register), and its duties are entirely mechanical and administrative in nature. The motivations of the Administrative Agent are commercial in nature and not to invest in the general performance or operations of the Borrowers.

(b) [Reserved].

(c) The Administrative Agent shall also act as the "collateral agent" under the Loan Documents, and each of the Lenders (in its capacity as a Lender and a potential Secured Hedge Bank) hereby irrevocably appoints and authorizes the Administrative Agent to act as the agent of (and to hold any security interest, charge or other Lien created by the Collateral Documents for and on behalf of or on trust for) such Lender for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any of the Loan Parties to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Administrative Agent, as "collateral agent" (and any co-agents, sub-agents and attorneys-in-fact appointed by the Administrative Agent pursuant to Section 9.02 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents, or for exercising any rights and remedies thereunder at the direction of the Administrative Agent), shall be entitled to the benefits of all provisions of this Article IX (including Section 9.07, as though such co-agents, sub-agents and attorneys-in-fact were the "collateral agent" under the Loan Documents) as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, the Lenders hereby expressly authorize the

Administrative Agent to execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of the Loan Documents and the Collateral Documents and acknowledge and agree that any such action by any Agent shall bind the Lenders.

Section 9.02 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document (including for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under the Collateral Documents or of exercising any rights and remedies thereunder) by or through Affiliates, agents, employees or attorneys-in-fact, such sub-agents as shall be deemed necessary by the Administrative Agent, and shall be entitled to advice of counsel, both internal and external, and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent or sub-agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

Section 9.03 Liability of Agents. No Agent-Related Person shall (a) be liable to any Lender for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby, including their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent (except for its own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein), (b) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or the validity, perfection or priority of any Lien or security interest created or purported to be created under the Collateral Documents, the value or sufficiency of any Collateral or the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent, or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder or thereunder or (c) be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders; further, without limiting the generality of the foregoing clause (c), no Agent-Related Person shall (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party or any Affiliate thereof. No Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that such Agent shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Law. No Agent 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 expressly provided for herein or in the other Loan Documents), or in the absence of its own gross

negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein.

Section 9.04 Reliance by Agents.

(a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, request, consent, certificate, instrument, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Loan Party), independent accountants and other experts selected by such Agent and shall not incur any liability for relying thereon. Each Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(b) For purposes of determining compliance with the conditions specified in Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

Section 9.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or the Borrower referring to this Agreement, describing such Default and stating that such notice is a "notice of default." The Administrative Agent will notify the Lenders of its receipt of any such notice. Subject to the other provisions of this Article IX, the Administrative Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders in accordance with Article VIII; provided that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

Section 9.06 Credit Decision~~; Disclosure of Information by Agents~~, Etc.. Each Lender ~~acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by any Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to each Agent that~~ represents and warrants that (i) the Loan Documents set forth the terms of a commercial lending facility, (ii) in participating as a Lender, it is engaged in making, acquiring or holding commercial loans and in providing other facilities set forth herein as may be applicable to such Lender, in each case in the ordinary course of business, and not for the purpose of investing in the general performance or operations of the Borrowers, or for the purpose of purchasing, acquiring or holding any other type of financial instrument such as a security (and each Lender agrees not to assert a claim in contravention of

the foregoing, such as a claim under the federal or state securities law), (iii) it has, independently and without reliance upon~~any Agent-Related Person~~the Administrative Agent, any Lead Arranger or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information as it has deemed appropriate, made its own~~appraisal of an investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own~~credit analysis and decision to enter into this Agreement ~~and to extend credit to the Borrower and the other Loan Parties hereunder~~as a Lender, and to make, acquire or hold Loans hereunder and (iv) it is sophisticated with respect to decisions to make, acquire and/or hold commercial loans and to provide other facilities set forth herein, as may be applicable to such Lender, and either it, or the Person exercising discretion in making its decision to make, acquire and/or hold such commercial loans or to provide such other facilities, is experienced in making, acquiring or holding such commercial loans or providing such other facilities. Each Lender also ~~represents~~acknowledges that it will, independently and without reliance upon~~any Agent-Related Person~~the Administrative Agent, any Lead Arranger or any other Lender, or any of the Related Parties of any of the foregoing, and based on such documents and information ~~as it shall~~(which may contain material, non-public information within the meaning of the United States securities laws concerning the Borrowers and its Affiliates) as it shall from time to time deem appropriate ~~at the time~~, continue to make its own ~~credit analysis, appraisals and~~ decisions in taking or not taking action under or based upon this Agreement ~~and the~~, any other Loan ~~Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and the other Loan Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by any Agent herein, such Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of any Agent-Related Person.~~Document or any related agreement or any document furnished hereunder or thereunder.

Section 9.07 Indemnification of Agents. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), pro rata, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it in its capacity as an Agent-Related Person; provided that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities resulting from such Agent-Related Person's own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction; provided that no action taken in accordance with the directions of the Required Lenders (or such other number or percentage of the Lenders as shall be required by the Loan Documents) shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 9.07. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 9.07 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower, provided that such reimbursement by the Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, if any. The undertaking in this Section 9.07 shall survive termination of the Aggregate Commitments, the

payment of all other Obligations under the Loan Documents and the resignation of the Administrative Agent.

Section 9.08 Agents in their Individual Capacities. ~~GS Bank~~JPMorgan and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though ~~GS Bank~~JPMorgan were not the Administrative Agent hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, ~~GS Bank~~JPMorgan or its Affiliates may receive information regarding any Loan Party or any Affiliate of a Loan Party (including information that may be subject to confidentiality obligations in favor of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, ~~GS Bank~~JPMorgan shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" may include ~~GS Bank~~JPMorgan in its individual capacity.

Section 9.09 Successor Agents. The Administrative Agent may resign as the Administrative Agent and Collateral Agent upon thirty (30) days' notice to the Lenders and the Borrower. If the Administrative Agent resigns under this Agreement, the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which appointment of a successor agent shall require the consent of the Borrower at all times other than during the existence of an Event of Default under Section 8.01(f) or (g) (which consent of the Borrower shall not be unreasonably withheld or delayed); provided, that in no event shall any such successor Administrative Agent be a Defaulting Lender or a Disqualified Lender. If no successor agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Borrower, a successor agent from among the Lenders; provided, that in no event shall any such successor Administrative Agent be a Defaulting Lender or a Disqualified Lender. Upon the acceptance of its appointment as successor agent hereunder, the Person acting as such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and Collateral Agent and the term "Administrative Agent" shall mean such successor administrative agent and/or supplemental administrative agent, as the case may be (and the term "Collateral Agent" shall mean such successor collateral agent, as described in this Section 9.09 and/or supplemental agent, as described in Section 9.02), and the retiring Administrative Agent's appointment, powers and duties as the Administrative Agent and Collateral Agent shall be terminated. After the retiring Administrative Agent's resignation hereunder as the Administrative Agent and Collateral Agent, the provisions of this Article IX and Section 10.04 and Section 10.05 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent and Collateral Agent under this Agreement. If no successor agent has accepted appointment as the Administrative Agent and Collateral Agent by the date which is thirty (30) days following the retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent and Collateral Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above (except that in the case of any collateral security held by the Collateral Agent on behalf of the Lenders under any of the Loan Documents, the retiring Collateral Agent shall continue to hold such collateral security until such time as a successor Collateral Agent is appointed). Upon the acceptance of any appointment as the Administrative Agent and Collateral Agent hereunder by a successor and upon the execution and filing or recording of such financing statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Required Lenders may reasonably request, in order to (a) continue the perfection of the Liens granted or purported to be granted by the Collateral Documents or (b) otherwise ensure that the Collateral and Guarantee Requirement is satisfied, the Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring

Administrative Agent and Collateral Agent, and the retiring Administrative Agent and Collateral Agent shall, to the extent not previously discharged, be discharged from its duties and obligations under the Loan Documents.

Section 9.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans and all other Obligations under the Loan Documents that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Section 2.09 and Section 10.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and

(c) any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due to the Administrative Agent under Section 2.09 and Section 10.04.

The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar Laws in any other jurisdictions to which a Loan Party is subject, (b) at any other sale or foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable Law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that would vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) in the asset or assets so purchased (or in the Equity Interests or debt instruments of the acquisition vehicle or vehicles that are used to consummate such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles to make a bid, (ii) to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or Equity Interests thereof shall be governed, directly or indirectly, by the vote of the Required Lenders, irrespective of the

termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in clauses (a) through (g) of Section 10.01), (iii) the Administrative Agent shall be authorized to assign the relevant Obligations to any such acquisition vehicle pro rata by the Lenders, as a result of which each of the Lenders shall be deemed to have received a pro rata portion of any Equity Interests and/or debt instruments issued by such an acquisition vehicle on account of the assignment of the Obligations to be credit bid, all without the need for any Secured Party or acquisition vehicle to take any further action, and (iv) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of debt credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Lenders pro rata and the Equity Interests and/or debt instruments issued by any acquisition vehicle on account of the Obligations that had been assigned to the acquisition vehicle shall automatically be canceled, without the need for any Secured Party or any acquisition vehicle to take any further action.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

Section 9.11 Collateral and Guaranty Matters. The Lenders irrevocably agree:

(a) that any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document shall be automatically released (i) upon termination of the Aggregate Commitments and the Incremental Revolving Commitments (if any) and payment in full of all Obligations (other than (x) contingent indemnification and expense reimbursement obligations not yet due and payable and (y) obligations of any Loan Party or any other Restricted Subsidiary arising under Secured Hedge Agreements), (ii) at the time the property subject to such Lien is transferred or to be transferred as part of or in connection with any transfer permitted hereunder or under any other Loan Document to any Person other than any other Loan Party, (iii) subject to Section 10.01, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders, (iv) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under its Guaranty pursuant to clause (c) below or (v) if the property subject to such Lien becomes Excluded Property (except with respect to Mortgaged Real Property that becomes Excluded Property pursuant to clause (i)(a) of the definition of "Excluded Property");

(b) to subordinate any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document in lieu of any release permitted pursuant to this Section 9.11, and the Administrative Agent may subordinate any such Liens on the Collateral to another Lien permitted under Section 7.01 that the Administrative Agent determines in its commercially reasonable judgment was intended by operation of Law or otherwise to be subordinate to another Lien permitted under Section 7.01; and

(c) if any Guarantor (i) ceases to be a Restricted Subsidiary or (ii) becomes an Excluded Subsidiary (in the case of clause (ii), except to the extent such Guarantor becomes an Excluded Subsidiary pursuant to clause (g) of the definition thereof) in each case as a result of a transaction or designation permitted hereunder (as certified in writing delivered to the Administrative Agent by a Responsible Officer of the Borrower), (x) such Subsidiary shall be automatically released from its obligations under the Guaranty and (y) any Liens granted by such Subsidiary or Liens on the Equity Interests of such Subsidiary (to the extent such Equity Interests have become Excluded Property or are being transferred to a Person that is not a Loan Party) shall be automatically released.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.11. In each case as specified in this Section 9.11, the Administrative Agent will promptly (and each Lender irrevocably authorizes the Administrative Agent to), at the Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release or subordination of such item of Collateral from the assignment and security interest granted under the Collateral Documents, or to evidence the release of such Guarantor from its obligations under the Guaranty, in each case in accordance with the terms of the Loan Documents and this Section 9.11. Prior to releasing or subordinating its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 9.11, the Administrative Agent and/or the Collateral Agent shall be entitled to receive a certificate of a Responsible Officer of the Borrower stating that such actions are permitted under this Agreement. Neither the Administrative Agent nor the Collateral Agent shall be liable for any such release undertaken in reliance upon any such certificate of a Responsible Officer of the Borrower.

The Collateral Agent shall have no obligation whatsoever to the Lenders or to any other Person to assure that the Collateral exists or is owned by any Loan Party or is cared for, protected or insured or that the Liens granted to the Collateral Agent herein or pursuant hereto have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise or to continue exercising at all or in any manner or under any duty of care, disclosure or fidelity any of the rights, authorities and powers granted or available to the Collateral Agent in this Section 9.11 or in any of the Collateral Documents, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Collateral Agent may act in any manner it may deem appropriate, in its sole discretion, given the Collateral Agent's own interest in the Collateral as one of the Lenders and that the Collateral Agent shall have no duty or liability whatsoever to the Lenders, except for its gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

Section 9.12 Other Agents; Arrangers and Managers. None of the Lenders, the Agents, the Lead Arrangers or other Persons identified on the facing page or signature pages of this Agreement as a "joint lead arranger and bookrunner" or "co-arranger" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

Section 9.13 Appointment of Supplemental Administrative Agents.

(a) It is the purpose of this Agreement and the other Loan Documents that there shall be no violation of any Law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as agent or trustee in such jurisdiction. It is recognized that in case of litigation under this Agreement or any of the other Loan Documents, and in particular in case of the enforcement of any of the Loan Documents, or in case the Administrative Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be desirable or necessary in connection therewith, the Administrative Agent is hereby authorized to appoint an additional individual or institution selected by the Administrative Agent in its sole discretion as a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent or

administrative co-agent (any such additional individual or institution being referred to herein individually as a "Supplemental Administrative Agent" and, collectively, as "Supplemental Administrative Agents").

(b) In the event that the Administrative Agent appoints a Supplemental Administrative Agent with respect to any Collateral, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to the Administrative Agent with respect to such Collateral shall be exercisable by and vest in such Supplemental Administrative Agent to the extent, and only to the extent, necessary to enable such Supplemental Administrative Agent to exercise such rights, powers and privileges with respect to such Collateral and to perform such duties with respect to such Collateral, and every covenant and obligation contained in the Loan Documents and necessary to the exercise or performance thereof by such Supplemental Administrative Agent shall run to and be enforceable by either the Administrative Agent or such Supplemental Administrative Agent, and (ii) the provisions of this Article IX and of Section 10.04 and Section 10.05 that refer to the Administrative Agent shall inure to the benefit of such Supplemental Administrative Agent and all references therein to the Administrative Agent shall be deemed to be references to the Administrative Agent and/or such Supplemental Administrative Agent, as the context may require.

(c) Should any instrument in writing from any Loan Party be required by any Supplemental Administrative Agent so appointed by the Administrative Agent for more fully and certainly vesting in and confirming to him or it such rights, powers, privileges and duties, the Borrower shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent. In case any Supplemental Administrative Agent, or a successor thereto, shall die, become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Administrative Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent until the appointment of a new Supplemental Administrative Agent.

Section 9.14 Withholding Tax. To the extent required by any applicable Law, the Administrative Agent may deduct or withhold from any payment to any Lender under any Loan Document an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender for any reason (including because the appropriate form was not delivered or was not properly executed or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of, withholding Tax ineffective), such Lender shall indemnify and hold harmless the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, and shall make payable in respect thereof within ten (10) days after demand therefore including any penalties, additions to Tax or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred, whether or not such Tax was correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 9.14. The agreements in this Section 9.14 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement and the repayment, satisfaction or discharge of all other obligations. For the avoidance of doubt, this Section 9.14 shall not limit or expand the obligations of the Borrower or any Guarantor under Section 3.01 or any other provision of this Agreement.

Section 9.15 Secured Hedge Agreements. Except as otherwise expressly set forth herein or in any Guarantee or other Collateral Document, no Hedge Bank that obtains the benefits of Section 8.04, any Guarantee or any Collateral by virtue of the provisions hereof or of any Guarantee or other Collateral Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral) other than in its capacity as a Lender or an Agent and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article IX to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Secured Hedge Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may reasonably request, from the applicable Hedge Bank.

Section 9.16 Erroneous Payments.

(a) Each Lender hereby agrees that (ax) ~~If~~ if the Administrative Agent notifies ~~a Lender or Secured Party, or any Person who has received funds on behalf of a Lender or Secured Party (any~~ such Lender~~, Secured Party or other recipient, a "Payment Recipient") that the Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient~~Lender from the Administrative Agent or any of its Affiliates ~~were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Secured Party or other Payment Recipient on its behalf) (any such funds, whether received~~(whether as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise~~,~~; individually and collectively, ~~an~~a "~~Erroneous~~ Payment") were erroneously transmitted to such Lender (whether or not known to such Lender), and demands the return of such ~~Erroneous~~ Payment (or a portion thereof), such ~~Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to)~~Lender shall promptly, but in no event later than ~~two~~one Business ~~Days~~Day thereafter (or such later date as the Administrative Agent, may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such ~~Erroneous~~ Payment (or portion thereof) as to which such a demand was made~~,~~ in same day funds ~~(in the currency so received)~~, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such ~~Erroneous~~ Payment (or portion thereof) was received by such ~~Payment Recipient~~Lender to the date such amount is repaid to the Administrative Agent ~~in same day funds~~ at the greater of the Federal Funds 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 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 ~~Payment Recipient~~Lender under this ~~clause (a)~~Section 9.16 shall be conclusive, absent manifest error. ~~If a Payment Recipient receives any payment, prepayment or repayment of principal, interest, fees, distribution or otherwise and does not receive a corresponding payment notice or payment advice, such payment, prepayment or repayment shall be presumed to be in error absent written confirmation from the Administrative Agent to the contrary.~~

(b) Each Lender hereby further agrees that if it receives a Payment from the Administrative Agent or any of its Affiliates (x) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with

respect to such Payment (a "Payment Notice") or (y) that was not preceded or accompanied by a Payment Notice, it shall be on notice, in each such case, that an error has been made with respect to such Payment. Each Lender agrees that, in each such case, or if it otherwise becomes aware a Payment (or portion thereof) may have been sent in error, such Lender shall promptly notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in no event later than one Business Day thereafter (or such later date as the Administrative Agent, may, in its sole discretion, specify in writing), return to the Administrative Agent the amount of any such Payment (or portion thereof) as to which such a demand was made in same day funds, together with interest thereon (except to the extent waived in writing by the Administrative Agent) in respect of each day from and including the date such Payment (or portion thereof) was received by such Lender to the date such amount is repaid to the Administrative Agent at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

~~(b) Each Lender or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.~~

~~(c) For so long as an Erroneous Payment (or portion thereof) has not been returned by any Payment Recipient who received such Erroneous Payment (or portion thereof) (such unrecovered amount, an "Erroneous Payment Return Deficiency") to the Administrative Agent after demand therefor in accordance with immediately preceding clause (a), (i) the Administrative Agent may elect, in its sole discretion on written notice to such Lender or Secured Party, that all rights and claims of such Lender or Secured Party with respect to the Loans or other Obligations owed to such Person up to the amount of the corresponding Erroneous Payment Return Deficiency in respect of such Erroneous Payment (the "Corresponding Loan Amount") shall immediately vest in the Administrative Agent upon such election; after such election, the Administrative Agent (x) may reflect its ownership interest in Loans in a principal amount equal to the Corresponding Loan Amount in the Register, and (y) upon five business days' written notice to such Lender or Secured Party, may sell such Loan (or portion thereof) in respect of the Corresponding Loan Amount, and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by such Lender or Secured Party shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender or Secured Party (and/or against any Payment Recipient that receives funds on its behalf), and (ii) each party hereto agrees that, except to the extent that the Administrative Agent has sold such Loan, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of such Lender or Secured Party with respect to the Erroneous Payment Return Deficiency.~~

(c) ~~(d)~~ The ~~parties hereto agree that an Erroneous~~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 that has received such Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender with respect to such amount and (y) an erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the ~~Lead Borrower, the Co-Borrower~~Borrowers or any other Loan Party~~, provided that this Section 9.16 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), the Obligations of the Lead Borrower, Co-Borrower or any other Loan Party relative to the amount (and/or timing for payment) of the Obligations that would have been payable had such Erroneous Payment not been made by the Administrative Agent; provided, further, that for the avoidance of doubt, the immediately preceding clause (c)(ii) and this clause (d) shall not apply~~, except, in

each case, to the extent such ~~Erroneous~~erroneous Payment is, and solely with respect to the amount of such ~~Erroneous~~erroneous Payment that is, comprised of funds received by the Administrative Agent ~~from the Lead Borrower, Co-Borrower~~ or any other Loan Party ~~or Affiliate thereof~~ for the ~~purpose~~purposes of making such ~~Erroneous~~erroneous Payment.

~~(e) No Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, 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 Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.~~

(~~f~~d) Each party's obligations~~, agreements and waivers~~ under this Section 9.16 shall survive the resignation or replacement of the Administrative Agent~~,~~ or any transfer of rights or obligations by, or the replacement of, a Lender~~ and/~~, the termination of the Term Commitments or the repayment, satisfaction or discharge of all Obligations ~~(or any portion thereof)~~ under any Loan Document.

ARTICLE X

Miscellaneous

Section 10.01 Amendments, Etc. Except as otherwise set forth in this Agreement, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders and the Borrower or the applicable Loan Party, as the case may be, and each such amendment, waiver or consent shall be effective only (i) three (3) Business Days after a written copy of such amendment, waiver or consent is provided to the Administrative Agent (or such shorter period as agreed to by the Administrative Agent in its discretion) and (ii) in the specific instance and for the specific purpose for which given; provided, however, that amendments pursuant to Sections 10.01(a), (b), (c) and (d) below may be effected without the consent of the Required Lenders; provided, further, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Term Commitment or Incremental Revolving Commitment of any Lender without the written consent of each Lender directly and adversely affected thereby (it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of any Default, mandatory prepayment or mandatory reduction of the Term Commitments shall not constitute an extension or increase of any Term Commitment or Incremental Revolving Commitment of any Lender);

(b) postpone any date scheduled for, or reduce the amount of, any payment of principal or interest under Section 2.07 or Section 2.08, fees or other amounts without the written consent of each Lender directly and adversely affected thereby, it being understood that the waiver of (or amendment to the terms of) any mandatory prepayment of the Term Loans shall not constitute a postponement of any date scheduled for the payment of principal or interest;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan, or (subject to clause (iii) of the third proviso to this Section 10.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly and adversely affected thereby, it being understood that any change to the definition of "Consolidated First Lien Net Leverage Ratio," "Consolidated Secured Net Leverage Ratio" or "Consolidated Total Net Leverage Ratio" or in the component definitions thereof shall not constitute a reduction in the rate of

interest or fees; provided that only the consent of the Required Lenders shall be necessary to (i) amend the definition of "Default Rate", (ii) to waive any obligation of the Borrowers to pay interest at the Default Rate or (iii) effectuate or implement any changes in accordance with Section 1.10;

(d) change any provision of Section 2.13 or Section 8.04 that would alter the pro rata sharing of payments or the definition of "Applicable Percentage" without, in each case, the written consent of each Lender directly and adversely affected thereby;

(e) release all or substantially all of the Collateral in any transaction or series of related transactions, without the written consent of each Lender; provided that any transaction permitted under Section 7.04 or Section 7.05 shall not be subject to this clause (e) to the extent such transaction does not result in the release of all or substantially all of the Collateral;

(f) release all or substantially all of the value of the Guaranty in any transaction or series of related transactions, without the written consent of each Lender; provided that any transaction permitted under Section 7.04 or Section 7.05 shall not be subject to this clause (f) to the extent such transaction does not result in the release of all or substantially all of the Guaranty;

(g) change the definition of "Required Lenders," any provision of this Agreement that expressly provides that the consent of all Lenders or all directly affected Lenders is required or this Section 10.01 without the written consent of each Lender; or

(h) ~~affect the Term B-2 Term Lenders in a disproportionately adverse manner~~ expressly subordinate the payment priority of the Obligations hereunder or the Liens granted hereunder or under the other Loan Documents on the Collateral securing the Obligations to any other Indebtedness for borrowed money without the written consent of each ~~Term B-2 Term Lender.~~ Lender directly and adversely affected thereby, except in the case of (x) any Indebtedness that is permitted by this Agreement (as in effect on the Amendment No. 4 Effective Date) to rank (or be made to rank) senior in payment or lien priority to the Obligations or (y) any "debtor in-possession" facility (or similar facility under applicable law);

and provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of, or any fees or other amounts payable to, the Administrative Agent under this Agreement or any other Loan Document; (ii) Section 10.07(h) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification; (iii) (A) (i) any amendment or waiver that by its terms affects the rights or duties of Lenders holding Loans, Term Commitments or Incremental Revolving Commitments of a particular Class (but not the Lenders holding Loans, Term Commitments or Incremental Revolving Commitments of any other Class) will require only the requisite percentage in interest of the affected Class of Lenders that would be required to consent thereto if such Class of Lenders were the only Class of Lenders and (ii) any amendment or waiver that alters the required application of any repayment or prepayment as between Classes shall require the consent of the Required Lenders of each affected Class which is being allocated a lesser repayment or prepayment as a result thereof and (B) in determining whether the requisite percentage of Lenders have consented to any amendment, modification, waiver or other action, any Defaulting Lenders shall be deemed to have voted in the same proportion as those Lenders who are not Defaulting Lenders, except with respect to (x) any amendment, waiver or other action which by its terms requires the consent of all Lenders or each affected Lender and (y) any amendment, waiver or other action that by its terms adversely affects any Defaulting Lender in its capacity as a Lender in a manner that differs in any material respect from other affected Lenders, in which case the consent of such Defaulting Lender shall be required. Notwithstanding the

foregoing, this Agreement may be amended (or amended and restated) with the written consent of the Required Lenders, and the Borrower and the Administrative Agent (a) to add one or more additional credit facilities to this Agreement and to permit the extensions of credit from time to time outstanding thereunder and the accrued interest and fees in respect thereof to share ratably in the benefits of this Agreement and the other Loan Documents with the Term Loans, the Incremental Term Loans, if any, and the accrued interest and fees in respect thereof and (b) to include appropriately the Lenders holding such credit facilities in any determination of the Required Lenders.

Notwithstanding anything to the contrary contained in this Section 10.01, any guarantees, collateral security documents and related documents executed by Subsidiaries in connection with this Agreement may be in a form reasonably determined by the Administrative Agent and may be, together with this Agreement, amended, supplemented and waived with the consent of the Administrative Agent at the request of the Borrower without the need to obtain the consent of any Lender if such amendment, supplement or waiver is delivered in order (i) to comply with local Law or advice of local counsel, (ii) to cure ambiguities, omissions, mistakes or defects or (iii) to cause such guarantee, collateral security document or other document to be consistent with this Agreement and the other Loan Documents. Furthermore, with the consent of the Administrative Agent at the request of the Borrower (without the need to obtain any consent of any Lender), any Loan Document may be amended to cure ambiguities, omissions, mistakes or defects as reasonably determined by the Administrative Agent and the Borrower; provided that, the Administrative Agent shall post any such amendment to Lenders promptly after the effectiveness of such amendment.

Neither the Administrative Agent nor the Collateral Agent shall amend or waive any provision of an Applicable Intercreditor Agreement (other than to cure ambiguities, omissions, mistakes or defects (in each case in the reasonable judgment of the Collateral Agent) or to add other parties thereto (to the extent contemplated by Section 7.01)) without the written consent of the Required Lenders.

Notwithstanding anything in this Section 10.01 to the contrary, (a) technical and conforming modifications to the Loan Documents may be made with the consent of the Borrower and the Administrative Agent to the extent necessary (i) to integrate any Incremental Facilities, Refinancing Loans or Extended Term Loans, (ii) to integrate terms or conditions from any Incremental Facility Amendment that are more restrictive than this Agreement in accordance with Section 2.14(d) and (iii) to make any amendments permitted by Section 1.03 and to give effect to any election to adopt IFRS and (b) without the consent of any Lender, the Loan Parties and the Administrative Agent or any collateral agent may (in their respective sole discretion, or shall, to the extent required by any Loan Document) enter into (x) any amendment, modification or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in any Collateral or additional property to become Collateral for the benefit of the Secured Parties or as required by local law to give effect to, or protect any security interest for benefit of the Secured Parties, in any property or so that the security interests therein comply with applicable law or this Agreement or in each case to otherwise enhance the rights or benefits of any Lender under any Loan Document or (y) any Applicable Intercreditor Agreement, in each case, with the holders of Indebtedness permitted by this Agreement to be secured by the Collateral. Without limitation of the foregoing, the Borrower may, without the consent of any Lenders, upon delivery to the Administrative Agent (i) increase the interest rates (including any interest rate margins or interest rate floors), fees and other amounts payable to any Class or Classes of Lenders hereunder, (ii) increase, expand and/or extend the call protection provisions and any "most favored nation" provisions benefiting any Class or Classes of Lenders hereunder (including, for the avoidance of doubt, the provisions of Sections 2.05(a)(iv) and 2.14(b)(ii) hereof) and/or (iii) with the consent of the Administrative Agent, modify any other provision hereunder or under any other Loan Document in a manner, as determined by the Administrative Agent in its sole discretion, more favorable to the then-existing Lenders or Class or Classes of Lenders, in each

case in connection with the issuance or incurrence of any Incremental Facilities or other Indebtedness permitted hereunder, where the terms of any such Incremental Facilities or other Indebtedness are more favorable to the lenders thereof than the corresponding terms applicable to other Loans or Term Commitments then existing hereunder, and it is intended that one or more then-existing Classes of Loans or Term Commitments under this Agreement share in the benefit of such more favorable terms in order to comply with the provisions hereof relating to the incurrence of such Incremental Facilities or other Indebtedness; provided that the Administrative Agent will have at least five (5) Business Days (or such shorter period to which the Administrative Agent may consent in its reasonable discretion) after written notice from the Borrower to provide such consent and may, in its sole discretion, provide written notice to the Lenders regarding any such proposed amendment.

Section 10.02 Notices and Other Communications; Facsimile Copies.

(a) General. Unless otherwise expressly provided herein, all notices and other communications provided for hereunder or under any other Loan Document shall be in writing (including by facsimile transmission). All such written notices shall be mailed, faxed or delivered to the applicable address, facsimile number or electronic mail address, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower or the Administrative Agent, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule 10.02 or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to the other parties; and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number specified in its Administrative Questionnaire or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a written notice to the Borrower and the Administrative Agent.

All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the relevant party hereto and (ii) (A) if delivered by hand or by courier, when signed for by or on behalf of the relevant party hereto; (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; (C) if delivered by facsimile, when sent and receipt has been confirmed by telephone; and (D) if delivered by electronic mail (which form of delivery is subject to the provisions of Section 10.02(b)), when delivered; provided that notices and other communications to the Administrative Agent pursuant to Article II shall not be effective until actually received by such Person during the person's normal business hours. In no event shall a voice mail message be effective as a notice, communication or confirmation hereunder.

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in their 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.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received when sent absent receipt of a failure to deliver notice within 30 minutes of such notice or communication being sent (it being understood that an "out of office" reply does not constitute a failure to deliver notice for this purpose), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Platform. THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE PLATFORM. In no event shall the Administrative Agent, Lead Arrangers or any of their respective Agent-Related Persons (collectively, the "Agent Parties") have any liability to the Loan Parties, any Lender, or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to any Loan Party, any Lender, or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrower and the Administrative Agent may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrower and the Administrative Agent. In addition, each Lender agrees to notify the Administrative Agents from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender. Furthermore, each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable Law, including United States Federal and state securities Laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States Federal or state securities laws.

(e) Reliance by Agents and Lenders. The Administrative Agent and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices) purportedly given by or on behalf of the Borrower even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof.

The Borrower shall indemnify each Agent-Related Person and each Lender from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrower in the absence of gross negligence or willful misconduct. All telephonic notices to the Administrative Agent may be recorded by the Administrative Agent and each of the parties hereto hereby consents to such recording.

(f) Notice to other Loan Parties. The Borrower agree that notices to be given to any other Loan Party under this Agreement or any other Loan Document may be given to the Borrower in accordance with the provisions of this Section 10.02 with the same effect as if given to such other Loan Party in accordance with the terms hereunder or thereunder.

(g) Communications. Each Loan Party hereby agrees that it will provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to this Agreement and any other Loan Document, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication (unless otherwise approved in writing by the Administrative Agent) that (i) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement prior to the scheduled date therefor, (iii) [reserved], (iv) provides notice of any Default under this Agreement or (v) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any borrowing or other extension of credit hereunder (all such non-excluded communications, collectively, the "Specified Communications"; and all such excluded and non-excluded communications, the "Communications"), by transmitting the Specified Communications in an electronic/soft medium in a format reasonably acceptable to the Administrative Agent at such e-mail address(es) provided to the Borrowers from time to time or in such other form, including hard copy delivery thereof, as the Administrative Agent shall require. In addition, each Loan Party agrees to continue to provide the Specified Communications to the Administrative Agent in the manner specified in this Agreement or any other Loan Document or in such other form, including hard copy delivery thereof, as the Administrative Agent shall reasonably request. Nothing in this Section 10.02 shall prejudice the right of the Agents, any Lender or any Loan Party to give any notice or other communication pursuant to this Agreement or any other Loan Document in any other manner specified in this Agreement or any other Loan Document or as any such Agent shall require.

Section 10.03 No Waiver; Cumulative Remedies. No failure by any Lender or the Administrative Agent or Collateral Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Section 10.04 Attorney Costs and Expenses. The Borrower agrees (a) if the Closing Date occurs, to pay or reimburse the Administrative Agent and the Lead Arrangers for all reasonable and documented or invoiced out-of-pocket costs and expenses associated with the syndication of the Loans and Term Commitments and the preparation, execution and delivery, administration, amendment, modification, waiver and/or enforcement of this Agreement and the other Loan Documents, and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated thereby are consummated), including (i) all Attorney Costs of a single firm of counsel (and any other counsel retained with the Borrower's consent (such consent not to be unreasonably

withheld or delayed)) and, if necessary, one firm of local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and (ii) fees or expenses with respect to any other advisor or consultant, solely to the extent that the Borrower has consented to the retention of such Person, and (b) to pay or reimburse the Administrative Agent, the Lead Arrangers and each Lender for all reasonable and documented out-of-pocket costs and expenses incurred in connection with the enforcement of any rights or remedies under this Agreement or the other Loan Documents (including all costs and expenses incurred in connection with any workout or restructuring in respect of the Loans, all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law, and including all Attorney Costs of one counsel for the Administrative Agent, the Lead Arrangers and each Lender, taken as a whole, and, if necessary, one firm of local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for the Administrative Agent, the Lead Arrangers and each Lender, taken as a whole, (and, in the case of an actual or perceived conflict of interest, where the such Agent, Lead Arranger or Lender affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Agent, Lead Arranger or Lender)). The foregoing costs and expenses shall include all reasonable search, filing, recording and title insurance charges and fees related thereto, and other reasonable and documented out-of-pocket expenses incurred by any Agent. The agreements in this Section 10.04 shall survive the termination of the Aggregate Commitments and repayment of all other Obligations. All amounts due under this Section 10.04 shall be paid within 30 days of receipt by the Borrower of an invoice relating thereto setting forth such expenses in reasonable detail.

Section 10.05 Indemnification by the Borrower. Whether or not the transactions contemplated hereby are consummated, the Borrower shall indemnify and hold harmless each Agent-Related Person, each Lender, each Closing Date Lead Arranger, each Lead Arranger and their respective Affiliates and their and their Affiliates' respective partners, directors, officers, employees, counsel, agents, advisors, controlling persons and other representatives (collectively, the "Indemnitees") from and against any and all losses, liabilities, damages, claims, and reasonable and documented or invoiced out-of-pocket fees and expenses (including (i) reasonable Attorney Costs of one counsel for all Indemnitees, taken as a whole, and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all Indemnitees (and, in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict informs the Borrower of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnitee) and (ii) reasonable and documented fees or expenses with respect to any other advisor or consultant, solely to the extent that the Borrower has consented to the retention of such Person) of any such Indemnitee arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnitee is a party thereto and whether or not such proceedings are brought by the Borrower, its equity holders, its Affiliates, creditors or any other third person) that relates to the Transaction or the Amendment No. 4 Transactions, including the financing contemplated hereby, of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (a) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, (b) any Term Commitment, Loan or the use or proposed use of the proceeds therefrom, or (c) any actual or alleged presence or Release or threat of Release of Hazardous Materials on, at, under or from any property currently or formerly owned, leased or operated by the Borrower, any other Loan Party or any of their respective Subsidiaries, or any Environmental Liability related in any way to the Borrower, any other Loan Party or any of their respective Subsidiaries, or (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) (all the foregoing, collectively, the "Indemnified Liabilities"), in all cases, whether or not caused by or arising, in whole orin

part, out of the negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements resulted from (w) the gross negligence, bad faith or willful misconduct of such Indemnitee or of any of its controlled Affiliates or controlling Persons or any of the partners, officers, directors, employees, agents, advisors or members of any of the foregoing (as determined by a court of competent jurisdiction in a final and non-appealable decision), (x) a material breach of the Loan Documents by such Indemnitee or one of its Affiliates (as determined by a court of competent jurisdiction in a final and non-appealable decision), (y) disputes solely between and among such Indemnitees to the extent such disputes do not arise from any act or omission of the Borrower or any of their Affiliates (other than with respect to a claim against an Indemnitee acting in its capacity as an Agent ~~or~~, a Closing Date Lead Arranger or a Lead Arranger or similar role under the Loan Documents unless such claim arose from the gross negligence, bad faith or willful misconduct of such Indemnitee (as determined by a court of competent jurisdiction in a final and non-appealable decision)) or (z) any settlement in connection with any Indemnified Liabilities effected without the Borrower's written consent (which consent shall not be unreasonably withheld or delayed), but if settled with the Borrower's written consent or if there is a final judgment against such Indemnitee, the Borrower agrees to indemnify and hold harmless each Indemnitee from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements by reason of such settlement or judgment in accordance with the other provisions of this Section 10.05.

No ~~Indemnitee~~Protected Person shall be liable for any damages arising from the use by others of any information or other materials obtained through ~~IntraLinks or~~SyndTrak or other similar information transmission systems in connection with this Agreement, nor shall any Indemnitee or any Loan Party have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Closing Date); provided that the foregoing shall not limit any Loan Party's indemnification obligations hereunder.

In the case of an investigation, litigation or other proceeding to which the indemnity in thisSection 10.05 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, managers, partners, stockholders or creditors or an Indemnitee or any other Person, whether or not any Indemnitee is otherwise a party thereto and whether or not any of the transactions contemplated hereunder or under any of the other Loan Documents is consummated. All amounts due under this Section 10.05 shall be paid within thirty (30) days after demand therefor; provided, however, if the Borrower has reimbursed any Indemnitee for any legal or other expenses in connection with any Indemnified Liabilities and there is a final non-appealable judgment of a court of competent jurisdiction that the Indemnitee was not entitled to indemnification or contribution with respect to such Indemnified Liabilities pursuant to the express terms of this Section 10.05, then the Indemnitee shall promptly refund such expenses paid by the Borrower to the Indemnitee. The agreements in this Section 10.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations. For the avoidance of doubt, this Section 10.05 shall not apply to Taxes other than Taxes that represent liabilities, obligations, losses, damages, etc., with respect to a non-Tax claim.

Section 10.06 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to any Agent or any Lender, or any Agent or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by such Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent

of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its applicable share of any amount so recovered from or repaid by any Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Federal Funds Rate (or if the Federal Funds Rate is not available, a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation).

Section 10.07 Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except as otherwise provided herein (including without limitation as permitted under Section 7.04), neither the Borrower nor any of their respective Subsidiaries may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee, (ii) by way of participation in accordance with the provisions of Section 10.07(e), (iii) by way of pledge or assignment of a security interest subject to the restrictions ofSection 10.07(g) or (iv) to an SPC in accordance with the provisions of Section 10.07(h). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in Section 10.07(e) and, to the extent expressly contemplated hereby, the Indemnitees) 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 assignees ("Assignees") all or a portion of its rights and obligations under this Agreement (including all or a portion of its Term 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 (not to be unreasonably withheld or delayed); provided that, (I) no consent of the Borrower shall be required for an assignment (1) of any Term Loan to any other Lender, any Affiliate of a Lender or any Approved Fund or (2) if a Specified Event of Default (in the case of Section 8.01(f) or 8.01(g), solely with respect to ~~either~~any Borrower) has occurred and is continuing , to any Assignee and (II) the Borrower shall be deemed to have consented to any such assignment of any Term Loan unless it shall object thereto by written notice to the Administrative Agent within ~~fifteen~~ten (~~15~~10) Business Days after having received notice thereof; and

(B) the Administrative Agent; provided that no consent of the Administrative Agent shall be required for an assignment of all or any portion of a Term Loan to another Lender, an Affiliate of a Lender or an Approved Fund.

(ii) 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 Approved Fund or an assignment of the entire remaining amount of the assigning Lender's Term Commitment or Loans of any Class, the amount of the Term 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~~ on which the applicable Lender entered into a binding agreement to sell and assign all or a portion of its rights and/or obligations under this Agreement) shall not be less than $1,000,000 unless the

Borrower and the Administrative Agent otherwise consent; provided that (1) no such consent of the Borrower shall be required if a Specified Event of Default (in the case of Section 8.01(f) or 8.01(g), solely with respect to ~~either~~any Borrower) has occurred and is continuing and (2) such amounts shall be aggregated in respect of each Lender and its Affiliates or Approved Funds, if any;

(B) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption;

(C) (1) the Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and any documentation required by Section 3.01(f) and (2) the Assignee shall have delivered to the Administrative Agent all documentation and other information that the Administrative Agent reasonably requests in order to comply with its ongoing obligations under applicable "know your customer", and anti-money laundering rules and regulations, including the USA PATRIOT Act;

(D) the Assignee shall not be a natural person or a Disqualified Lender; provided that upon request of any Lender, the Administrative Agent shall make available to such Lender a full list of Disqualified Lenders~~;~~ and such Lender may provide the list to any potential assignee for the purpose of verifying whether such Person is a Disqualified Lender, in each case so long as such Lender and such potential assignee agree to keep the list of Disqualified Lender confidential in accordance with the terms hereof;

(E) the Assignee shall not be a Defaulting Lender; and

(F) in case of an assignment to an Affiliated Lender, (1) after giving effect to such assignment and to all other assignments with all Affiliated Lenders, the aggregate principal amount (without duplication) of all Term Loans and Term Commitments then held by all Affiliated Lenders shall not exceed 25% of the aggregate unpaid principal amount of the Term Loans then outstanding (determined at the time of such purchase), (2) any Loans and Term Commitments assigned to, or purchased by, the Borrower or any of their Subsidiaries shall be canceled automatically upon such assignment, (3) in the event that any proceeding under the Bankruptcy Code shall be instituted by or against the Borrower or any other Guarantor, each Affiliated Lender shall acknowledge and agree that they are each "insiders" under Section 101(31) of the Bankruptcy Code and, as such, the claims associated with the Loans and Term Commitments owned by it shall not be included in determining whether the applicable class of creditors holding such claims has voted to accept a proposed plan for purposes of Section 1129(a)(10) of the Bankruptcy Code, or, alternatively, to the extent that the foregoing designation is deemed unenforceable for any reason, each Affiliated Lender shall vote in such proceedings in the same proportion as the allocation of voting with respect to such matter by those Lenders who are not Affiliated Lenders, except to the extent that any plan of reorganization proposes to treat the Obligations held by such Affiliated Lender in a manner that is less favorable in any material respect to such Affiliated Lender than the proposed treatment of similar Obligations held by Lenders that are not Affiliated Lenders, (4) such Affiliated Lender will not receive information provided solely to Lenders and will not be permitted to attend or participate in (or receive any notice of) Lender meetings or conference calls and will not be entitled to challenge the Administrative Agent's and the Lenders' attorney-client privilege as a result of their status as Affiliated Lenders and (5) notwithstanding anything to the contrary contained herein, any such Loans acquired by an Affiliated Lender (other than the Borrower) may, with the consent of the Borrower, be contributed to the Borrower (whether through any of its direct or indirect parent entities or otherwise) and exchanged for debt or equity securities of the Borrower

or such other direct or indirect parent that are otherwise permitted to be issued at such time, provided that such Loans shall be canceled automatically upon such contribution;

(G) the Borrower and its Subsidiaries may not purchase (i) any Loans or Term Commitments so long as any Event of Default has occurred and is continuing or (ii) any Incremental Revolving Loans or Incremental Revolving Commitments;

(H) any purchases by Affiliated Lenders shall require that such Affiliated Lender clearly identify itself as an Affiliated Lender in any Assignment and Assumption executed in connection with such purchases or sales and each such Assignment and Assumption shall contain customary "big boy" representations but no requirement to make representations as to the absence of any material non-public information; and

(I) notwithstanding anything in Section 10.01 or the definition of "Required Lenders" to the contrary, for purposes of determining whether the Required Lenders have (i) consented (or not consented) to any amendment, modification, waiver, consent or other action with respect to any of the terms of any Loan Document or any departure by any Loan Party therefrom (unless the action in question affects any Affiliated Lenders in a disproportionately adverse manner than its effect on the other Lenders), or any plan of reorganization pursuant to the Bankruptcy Code, (ii) otherwise acted on any matter related to any Loan Document, or (iii) directed or required the Administrative Agent or any Lender to undertake any action (or refrain from taking any action) with respect to or under any Loan Document, no Affiliated Lender shall have any right to consent (or not consent), otherwise act or direct or require the Administrative Agent or any Lender to take (or refrain from taking) any such action and:

(1) all Loans and Term Commitments held by any Affiliated Lenders shall be deemed to be not outstanding for all purposes of calculating whether the Required Lenders have taken any actions; and

(2) all Loans and Term Commitments held by Affiliated Lenders shall be deemed to be not outstanding for all purposes of calculating whether all Lenders have taken any action unless the action in question affects such Affiliated Lender in a disproportionately adverse manner than its effect on other Lenders.

This paragraph (b) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate Facilities on a non-pro rata basis.

(c) Subject to acceptance and recording thereof by the Administrative Agent pursuant to Section 10.07(d) and receipt by the Administrative Agent from the parties to each assignment of a processing and recordation fee of $3,500 (provided that (x) the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment and (y) such processing and recordation fee shall not be payable in the case of assignments by any Affiliate of the Lead Arrangers), from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement 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 3.01, 3.03, 3.04, 10.04 and 10.05 with respect to facts and circumstances occurring prior to the effective date of such assignment). Upon request, and the surrender by the assigning Lender of its Term Note (if any),

the Borrower (at its expense) shall execute and deliver a Term Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this clause (c) shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 10.07(e). For greater certainty, any assignment by a Lender pursuant to this Section 10.07 shall not in any way constitute or be deemed to constitute a novation, discharge, recession, extinguishment or substitution of the existing Indebtedness and any Indebtedness so assigned shall continue to be the same obligation and not a new obligations.

(d) The Administrative Agent, acting solely for this purpose as an agent of the Borrower, shall maintain at the Administrative Agent's Office (provided that for this purpose such office shall be located in the United States) 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 Term Commitments of, and principal amounts (and related interest amounts) of the Loans, owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Agents 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. The Register is intended to ensure that all Loans are at all times maintained in "registered form" within the meaning of Section 5f.103(c) of the United States Treasury Regulations and, if different, under Section 871(h) or 881(c) of the Code. The Register shall be available for inspection by the Borrower, any Agent and any Lender ~~(with respect to its own interests only)~~, at any reasonable time and from time to time upon reasonable prior notice.

(e) Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural person, an Affiliated Lender or, so long as whether a prospective participant is a Disqualified Lender may be communicated to a Lender upon request, a Disqualified Lender) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Term Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Agents 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 the other Loan Documents and to approve any amendment, modification or waiver of any provision of this Agreement or the other Loan Documents; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in Section 10.01(a), (b), (c), (d), (e) or (f) that directly affects such Participant. Subject to Section 10.07(f), the Borrower agree that each Participant shall be entitled to the benefits of Sections 3.01, 3.03 and 3.04 (through the applicable Lender), subject to the requirements and limitations of such Sections (including Section 3.01(f)) and Sections 3.05 and 3.06, to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.07(b) (provided that any documentation required to be provided under Section 3.01(f) shall be provided solely to the participating Lender). To the extent permitted by applicable Law, each Participant also shall be entitled to the benefits of Section 10.09 as though it were a Lender; provided that such Participant agrees to be subject to Section 2.13 as though it were a Lender. Any Lender that sells participations and any Granting Lender shall maintain a register on which it enters the name and the address of each Participant or SPC and the principal amounts and related interest amounts of each Participant's or SPC's interest in the Term Commitments and/or Loans (or other rights or obligations) held by it (the "Participant Register"). 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 interest or granted Loan as the owner thereof for all purposes of this Agreement notwithstanding any

notice to the contrary. In maintaining the Participant Register, such Lender shall be acting as the non-fiduciary agent of the Borrower solely for this purpose (without limitation, in no event shall such Lender be a fiduciary of the Borrower for any purpose). No Lender shall have any obligation to disclose all or any portion of a Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, or its other obligations under this Agreement) except to the extent that such disclosure is necessary to establish that such commitment, loan, or other obligation is in registered form under Section 5f.103(c) of the United States Treasury Regulations and, if different, under Section 871(h) or 881(c) of the Code.

(f) A Participant shall not be entitled to receive any greater payment under Section 3.01, 3.03 or 3.04 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Term Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or other central bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(h) Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and the Borrower (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof. Each party hereto hereby agrees that (i) an SPC shall be entitled to the benefit of Sections 3.01, 3.03 and 3.04, subject to the requirements and limitations of such Sections (including Section 3.01(e) and (f) and Sections 3.05 and 3.06), to the same extent as if such SPC were a Lender, but neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of the Borrower under this Agreement (including its obligations under Section 3.01, 3.03 or 3.04) except to the extent any entitlement to greater amounts results from a Change in Law after the grant to the SPC occurred, (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable and such liability shall remain with the Granting Lender, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Term Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of the Borrower and the Administrative Agent, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or Guarantee Obligation or credit or liquidity enhancement to such SPC.

(i) Notwithstanding anything to the contrary contained herein, (1) any Lender may in accordance with applicable Law create a security interest in all or any portion of the Loans owing to it and the Term Note, if any, held by it and (2) any Lender that is a Fund may create a security interest in all or any portion of the Loans owing to it and the Term Note, if any, held by it to the trustee for holders of obligations owed, or securities issued, by such Fund as security for such obligations or securities; provided that unless and until such trustee actually becomes a Lender in compliance with the other

provisions of this Section 10.07, (i) no such pledge shall release the pledging Lender from any of its obligations under the Loan Documents and (ii) such trustee shall not be entitled to exercise any of the rights of a Lender under the Loan Documents even though such trustee may have acquired ownership rights with respect to the pledged interest through foreclosure or otherwise.

(j) No Agent-Related Person shall be responsible or have any liability for, or have any duty to ascertain, inquire into, monitor or enforce, compliance with the provisions hereof relating to Disqualified Lenders; further, without limiting the generality of the foregoing clause, no Agent-Related Person shall (x) be obligated to ascertain, monitor or inquire as to whether any Lender or Participant or prospective Lender or Participant is a Disqualified Lender or (y) have any liability with respect to or arising out of any assignment or participation of Loans, or disclosure of confidential information, to any Disqualified Lender.

Section 10.08 Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information and to not disclose such information, except that Information may be disclosed (a) to its Affiliates, and to its and their respective directors, officers, agents, employees, attorneys, accountants and advisors, and to their respective Affiliates involved in the Transaction or the Amendment No. 4 Transactions on a "need to know" basis and who are made aware of the confidential nature of such information and have been advised of this obligation to keep information of this type confidential; provided, that the Administrative Agent or such Lender shall remain liable for the breach of the provisions of this paragraph by such directors, officers, agents, employees, attorneys, accountants and advisors, (b) on a confidential basis to any bona fide potential Lender, prospective participant or swap counterparty (in each case, other than a Disqualified Lender and other persons to whom the Borrower has affirmatively declined to consent to the syndication or assignment thereto prior to the disclosure of such confidential Information to such Person) that agrees to keep such information confidential in accordance with (x) the provisions of this paragraph for the benefit of the Borrower or (y) other customary confidentiality language in a "click-through" arrangement, (c) as required by the order of any court or administrative agency or in any pending legal, judicial or administrative proceeding, or otherwise as required by applicable law, regulation or compulsory legal process (in which case the Administrative Agent or applicable Lender agrees to use commercially reasonable efforts to inform the Borrower promptly thereof to the extent lawfully permitted to do so (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority)), (d) to the extent requested by any bank regulatory authority having jurisdiction over the Administrative Agent or any Lender (including in any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), (e) to the extent such Information: (i) becomes publicly available other than as a result of a breach of this Agreement or other confidential obligation owed by the Administrative Agent or such Lender the Borrower or any of the Subsidiaries, Supervalu or any of their respective Affiliates or (ii) becomes available to the Administrative Agent or any Lender on a non-confidential basis from a source other than the Borrower or on its behalf that, to the Administrative Agent's or such Lender's knowledge (after due inquiry), is not in violation of any confidentiality obligation owed to the Borrower or any of the Subsidiaries, Supervalu or any of their respective Affiliates, (f) to the extent the Borrower shall have consented to such disclosure in writing (which may include through electronic means), (g) for purposes of establishing any defense available under securities laws, including, without limitation, establishing a "due diligence" defense or to defend any claim related to this Agreement, (h) to the extent independently developed by the Administrative Agent or any Lender without reliance on confidential Information, or (i), solely with respect to the existence of this credit facility, to market data collectors, similar services providers to the lending industry, and service providers to the Administrative Agent and the Lenders in connection with the administration and management of this Facility. For the purposes of this Section 10.08, "Information" means all information received from any Loan Party or its Affiliates or its Affiliates' directors, managers,

officers, employees, trustees, investment advisors or agents, relating to the Borrower or any of their Subsidiaries or their business, other than (x) any such information that is available to any Agent or any Lender on a nonconfidential basis and other than information pertaining to this Agreement routinely provided by arrangers to data service providers, including league table providers, that serve the lending industry prior to disclosure by any Loan Party other than as a result of a breach of this Section 10.08, including, without limitation, information delivered pursuant to Section 6.01, 6.02 or 6.03 hereof and (y) after a Specified Event of Default, the list of Disqualified Lenders.

Section 10.09 Setoff. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Agent and its Affiliates and each Lender and its Affiliates is authorized at any time and from time to time, without prior notice to the Borrower or any other Loan Party, any such notice being waived by the Borrower (on its own behalf and on behalf of each Loan Party and its Subsidiaries) to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness (in any currency) at any time owing by, such Agent and its Affiliates and such Lender and its Affiliates, as the case may be, to or for the credit or the account of the respective Loan Parties and their Subsidiaries against any and all Obligations owing to such Agent and its Affiliates or such Lender and its Affiliates hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent, such Lender or such Affiliate shall have made demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness. Notwithstanding anything to the contrary contained herein, none of each Agent and its Affiliates and each Lender and its Affiliates shall have a right to set off and apply any deposits held or other Indebtedness owing by such Agent or its Affiliates and such Lender or its Affiliates, as the case may be, to or for the credit or the account of any Subsidiary of a Loan Party that is a Foreign Subsidiary, CFC or FSHCO. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set off and application made by such Lender, as the case may be; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Agent and each Lender under this Section 10.09 are in addition to other rights and remedies (including other rights of setoff) that such Agent and such Lender may have.

Section 10.10 Counterparts Integration; Effectiveness; Electronic Execution~~. This Agreement and each other Loan Document may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Agreement and each other Loan Document may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement and each other Loan Document.~~

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(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 Agent and

when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and 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 10.02), certificate, request, statement, disclosure or authorization related to this Agreement, any other Loan Document and/or the transactions contemplated hereby and/or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Loan Document or such Ancillary Document, as applicable. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement, any other Loan Document and/or any Ancillary Document shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrowers or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart. Without limiting the generality of the foregoing, the Borrowers and each Loan Party hereby (A) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders, and the Borrowers and the Loan Parties, Electronic Signatures transmitted by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page and/or any electronic images of this Agreement, any other Loan Document and/or any Ancillary Document shall have the same legal effect, validity and enforceability as any paper original, (B) the Administrative Agent and each of the Lenders may, at its option, create one or more copies of this Agreement, any other Loan Document and/or any Ancillary Document in the form of an imaged electronic record in any format, which shall be deemed created in the ordinary course of such Person's business, and destroy the original paper document (and all such electronic records shall be considered an original for all purposes and shall have the same legal effect, validity and enforceability as a paper record), (C) 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 (D) waives any claim against any Agent-Related Person for any liabilities arising solely from the Administrative Agent's and/or any Lender's reliance on or use of Electronic Signatures and/or transmissions by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page, including any Liabilities arising as a result of the failure of the Borrowers and/or any Loan Party to use any available security measures in connection with the execution, delivery or transmission of any Electronic Signature.

Section 10.11 Integration. This Agreement, together with the other Loan Documents ~~and the Fee Letter and the Commitment Letter~~, comprises the complete and integrated agreement of the parties on the subject matter hereof and thereof and supersedes all prior agreements, written or oral, on

such subject matter, other than any written agreements by the Borrower to pay fees to any of theClosing Date Lead Arrangers on the Closing Date. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; provided that the inclusion of supplemental rights or remedies in favor of the Agents or the Lenders in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning thereof.

Section 10.12 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by each Agent and each Lender, regardless of any investigation made by any Agent or any Lender or on their behalf and notwithstanding that any Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid. The provisions of Sections 10.14 and 10.15 shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

Section 10.13 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.14 GOVERNING LAW, JURISDICTION, SERVICE OF PROCESS.

(a) THIS AGREEMENT AND EACH OTHER LOAN DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED THEREIN).

(b) EXCEPT AS SET FORTH IN THE FOLLOWING PARAGRAPH, ANY LEGAL ACTION OR PROCEEDING ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, SHALL BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF SUCH STATE (PROVIDED THAT IF NONE OF SUCH COURTS CAN AND WILL EXERCISE SUCH JURISDICTION, SUCH EXCLUSIVITY SHALL NOT APPLY), AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, THE BORROWER, EACH AGENT AND EACH LENDER CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS. THE BORROWER, EACH AGENT AND EACH LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED THERETO.

NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL

AGENT 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 (I) FOR PURPOSES OF ENFORCING A JUDGMENT, (II) IN CONNECTION WITH EXERCISING REMEDIES AGAINST THE COLLATERAL IN A JURISDICTION IN WHICH SUCH COLLATERAL IS LOCATED, (III) IN CONNECTION WITH ANY PENDING BANKRUPTCY, INSOLVENCY OR SIMILAR PROCEEDING IN SUCH JURISDICTION OR (IV) TO THE EXTENT THE COURTS REFERRED TO IN THE PREVIOUS PARAGRAPH DO NOT HAVE JURISDICTION OVER SUCH LEGAL ACTION OR PROCEEDING OR THE PARTIES OR PROPERTY SUBJECT THERETO.

Section 10.15 **WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 10.15 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY**.

Section 10.16 Binding Effect. This Agreement shall become effective when it shall have been executed by each of the Borrower and the Administrative Agent shall have been notified by each Lender that each such Lender has executed it and thereafter shall be binding upon and inure to the benefit of the Borrower, each Agent and each Lender and their respective successors and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Lenders except as permitted by Section 7.04.

Section 10.17 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of the Borrower in respect of any such sum due from it to the Administrative Agent or the Lenders hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent from the Borrower in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or the Person to whom such obligation was owing against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent in

such currency, the Administrative Agent agrees to return the amount of any excess to the Borrower (or to any other Person who may be entitled thereto under applicable Law).

Section 10.18 Lender Action. Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party or any other obligor under any of the Loan Documents or the Secured Hedge Agreements (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures, with respect to any Collateral or any other property of any such Loan Party, without the prior written consent of the Administrative Agent. The provisions of this Section 10.18 are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party.

Section 10.19 Know-Your-Customer, Etc. Each Lender shall, promptly following a request by the Administrative Agent, provide all documentation and other information that the Administrative Agent reasonably requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

Section 10.21 USA PATRIOT Act. The Administrative Agent and each Lender hereby notifies the Borrower that, pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrower and the Guarantors, which information includes the name and address of the Borrower and the Guarantors and other information that will allow the Administrative Agent and such Lender to identify the Borrower and the Guarantors in accordance with the USA PATRIOT Act.

Section 10.21 Applicable Intercreditor Agreements.

(a) Notwithstanding anything to the contrary in this Agreement or in any other Loan Document: (i) the Liens granted to the Collateral Agent in favor of the Secured Parties pursuant to the Loan Documents and the exercise of any right related to any Collateral shall be subject, in each case, to the terms the Intercreditor Agreement or any other Applicable Intercreditor Agreement, (ii) in the event of any conflict between the express terms and provisions of this Agreement or any other Loan Document, on the one hand, and the Intercreditor Agreement or any other Applicable Intercreditor Agreement, on the other hand, the terms and provisions of the Intercreditor Agreement or any other Applicable Intercreditor Agreement, as the case may be, shall control, and (iii) each Lender (and, by its acceptance of the benefits of any Collateral Document, each other Secured Party) hereunder authorizes and instructs the Administrative Agent and Collateral Agent to execute the Intercreditor Agreement or any other Applicable Intercreditor Agreement on behalf of such Lender, and such Lender agrees to be bound by the terms thereof.

(b) Each Lender (and, by its acceptance of the benefits of any Collateral Document, each other Secured Party) hereunder authorizes and instructs the Collateral Agent, as Collateral Agent and on behalf of such Lender or other Secured Party, to enter into one or more intercreditor agreements from time to time and agrees that it will be bound by and will take no actions contrary to the provisions thereof.

Section 10.22 Obligations Absolute. To the fullest extent permitted by applicable Law, all obligations of the Loan Parties hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Loan Party;

(b) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto against any Loan Party;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations hereunder, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection of any other Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Obligations;

(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect hereof or any Loan Document; or

(f) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Loan Parties.

Section 10.23 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), the Borrower acknowledges and agrees, and acknowledges their Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Lead Arrangers are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent and the Lead Arrangers, on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent, each Lender and each Lead Arranger each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) neither the Administrative Agent, nor any Lender or Lead Arranger has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent, each Lender and each Lead Arranger and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent nor any Lead Arranger has any obligation to disclose any of such interests to the Borrower or any of its Affiliates. The Borrower further acknowledges and agrees, and acknowledges its Subsidiaries' understanding, that the Administrative Agent, each Lender and each Lead Arranger, together with its Affiliates, in addition to providing or participating in commercial lending facilities such as that provided hereunder, is a full service securities or banking firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, the Administrative Agent, each Lender and each Lead Arranger may provide investment banking and other financial services to, and/or acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, the Borrower and other companies with which the Borrower may have commercial or other relationships. With respect to any

securities and/or financial instruments so held by the Administrative Agent, each Lender and each Lead Arranger or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent, each Lender and each Lead Arranger with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.24 ~~Electronic Execution of Assignments and Certain Other Documents~~[Reserved.]

~~. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation Assignment and Assumptions, amendments or other Committed Loan Notices, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as 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; provided that notwithstanding anything contained herein to the contrary the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.~~

Section 10.25 Acknowledgment 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 10.26 Lender Representation. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person

became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Term Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Term 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 Term Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Term 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 Term 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 either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) 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, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Loan Party, that the Administrative Agent, is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Term Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related to hereto or thereto).

Section 10.27 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Swap Contract 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):

(a) 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.

(b) As used in this Section 10.27, the following terms have the following meanings:

"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.

"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).

"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.

"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)."

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~~[SIGNATURE PAGES INTENTIONALLY OMITTED]~~

ANNEX II

SCHEDULES TO CREDIT AGREEMENT

[Attached]

Exhibit 10.5
Execution Version

AMENDMENT NO. 1 TO LOAN AGREEMENT

This AMENDMENT NO. 1 TO LOAN AGREEMENT dated as of May 1, 2024 (this "**Amendment**") by and among (i) UNITED NATURAL FOODS, INC., a Delaware corporation ("**UNFI**"), (ii) UNFI CANADA, INC., a corporation organized under the Canada Business Corporations Act (the "**Canadian Borrower**"), (iii) the Guarantors party hereto, (iv) the Lenders (including the FILO Lenders) party hereto and (v) Wells Fargo Bank, National Association, as Administrative Agent.

W I T N E S S E T H:

WHEREAS, reference is made to that certain (i) Loan Agreement, dated as of June 3, 2022 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the Amendment No. 1 Effective Date (as defined below), the "**Existing Loan Agreement**" and as amended hereby and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), among UNFI, the Canadian Borrower, the other Borrowers from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent and (ii) Canadian ABL Security Agreement, dated as of June 3, 2022 (as amended, restated, supplemented or otherwise modified and in effect immediately prior to the Amendment No. 1 Effective Date, the "**Existing Canadian Security Agreement**" and as amended hereby and as may be further amended, restated, supplemented or otherwise modified from time to time, the "**Canadian Security Agreement**"), among the Canadian Borrower, the other Canadian Obligors from time to time party thereto and the Administrative Agent; and

WHEREAS, the Borrowers have requested that the Administrative Agent and the Lenders effect certain amendments to the Existing Loan Agreement (i) to provide a FILO Loan to the U.S. Borrowers on the Amendment No. 1 Effective Date in an aggregate principal amount of $130 million (the "**FILO Facility**") and (ii) to limit the obligations of the Canadian Obligors, among other things, in all cases as more specifically set forth herein, and the Lenders and the Administrative Agent are willing to effect such amendments to the Existing Loan Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties signatory hereto agree as follows:

1. Defined Terms. Except as otherwise defined in this Amendment, terms defined in the Loan Agreement are used herein as defined therein.

2. Release of Canadian Borrower. Upon the Amendment No. 1 Effective Date (as defined below) and in reliance upon the representations and warranties of the Obligors set forth in Section 3 below, the Administrative Agent and the Lenders hereby release the Canadian Borrower from its obligations under the Closing Date Guaranty Agreement. The foregoing limited release (a) relates only to the Canadian Borrower; (b) does not constitute a release of, or a modification or waiver of any obligations of, any other Obligor under the Closing Date Guaranty Agreement or any other Loan Document, or an amendment to any terms or conditions of the Closing Date Guaranty Agreement or any other Loan Document, each of which remains in full force and effect (except as otherwise modified hereby on the Amendment No. 1 Effective Date); and (c) is granted in express reliance upon the Obligors' representations, warranties, and agreements set forth herein.

3. Representations and Warranties. Each Obligor hereby represents and warrants that (a) the information included in each Beneficial Ownership Certification executed and delivered to the Administrative Agent and Lenders for each Obligor on or before the date hereof, as updated from time to time in accordance with the Loan Agreement, is accurate and complete in all material

respects as of the date hereof; (b) no Default or Event of Default has occurred and is continuing; and (c) after giving effect to this Amendment, all representations and warranties contained in the Loan Agreement and each other Loan Document are true and correct in all material respects on and as of the date hereof (except for representations and warranties that are subject to materiality or material adverse effect qualifications, which representations and warranties shall be true and correct in all respects, and except for representations and warranties that expressly relate to an earlier date, which representations and warranties shall be true and correct in all material respects as of such earlier date).

4. Amendments to Existing Loan Agreement. Upon the Amendment No. 1 Effective Date and in reliance on the representations and warranties of the Obligors set forth in Section 3 above, the Existing Loan Agreement is hereby amended as follows:

(a) The Existing Loan Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~), to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text), and to move from its location the stricken text in green (indicated textually in the same manner as the following example: ~~moved from text~~) and to move into its new location the double-underlined text in green (indicated textually in the same manner as the following example: moved to text), as set forth in the conformed Loan Agreement attached hereto as Annex I.

(b) Exhibit A (U.S. Revolver Note) to the Existing Loan Agreement is hereby renamed as "Exhibit A-1 (U.S. Revolver Note)" and is amended and restated in its entirety as set forth as Annex II attached hereto.

(c) Exhibit A-2 (U.S. FILO Term Note) is hereby added as a new exhibit to the Loan Agreement as set forth as Annex III attached hereto.

(d) Exhibit C (Assignment and Acceptance) to the Existing Loan Agreement is hereby amended and restated in its entirety as set forth as Annex IV attached hereto.

(e) Exhibit D (Assignment Notice) to the Existing Loan Agreement is hereby amended and restated in its entirety as set forth as Annex V attached hereto.

(f) Exhibit H (Applicable Offered Rate Notice) to the Existing Loan Agreement is hereby amended and restated in its entirety as set forth as Annex VI attached hereto.

(g) Schedule 1.1(a) (U.S. Revolver Commitments and Canadian Commitments of Lenders) to the Existing Loan Agreement is hereby amended and restated in its entirety as set forth as Annex VII attached hereto.

5. Amendments to Existing Canadian Security Agreement. Upon the Amendment No. 1 Effective Date and in reliance on the representations and warranties of the Obligors set forth in Section 3 above, the Existing Canadian Security Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~), to add the double-underlined text (indicated textually in the same manner as the following example: double-underlined text), and to move from its location the stricken text in green (indicated textually in the same manner as the following example: ~~moved from text~~) and to move into its new location the double-underlined text in green (indicated textually in the same manner as the following example:

moved to text), as set forth in the conformed Canadian Security Agreement attached hereto as Annex VIII.

6. Conditions to Effectiveness. This Amendment shall not be effective until each of the following conditions precedent have been fulfilled to the satisfaction of the Administrative Agent (the date of satisfaction of such conditions, the "**Amendment No. 1 Effective Date**"):

(a) each of the following documents shall be duly executed by all parties thereto and delivered to the Administrative Agent in form and substance satisfactory to the Administrative Agent, and shall be in full force and effect:

(i) this Amendment;

(ii) the Canadian Guaranty Agreement;

(iii) an amended and restated U.S. Revolver Note in favor of each Revolver Lender that holds an existing U.S. Revolver Note;

(iv) a U.S. FILO Term Note in favor of each FILO Lender that shall have requested a U.S. FILO Term Note at least three Business Days prior to the Amendment No. 1 Effective Date;

(v) the FILO Fee Letter;

(vi) a Perfection Certificate;

(vii) that certain Lien Sharing and Priority Confirmation Joinder, dated as of the date hereof, among the Administrative Agent, Credit Suisse AG, Cayman Islands Branch and JPMorgan Chase Bank, N.A. (as the successor term loan agent to Credit Suisse AG, Cayman Islands Branch), together with that certain corresponding Officer's Certificate executed by UNFI, in each case in accordance with the provisions of Section 2.10 of the Intercreditor Agreement;

(viii) a certificate of a Senior Officer, responsible officer, secretary or assistant secretary of each Obligor, with customary certifications and attaching (A) a copy of the resolutions of the applicable governing body of each Obligor (or a duly authorized committee thereof) authorizing the execution, delivery, and performance of the Loan Documents (and any agreements relating thereto) to which it is a party, (B) the applicable Organic Documents of each Obligor, (C) from the jurisdiction of organization of such Obligor, a certificate as to its good standing or compliance (or equivalent, as applicable) certified as of a recent date by the applicable Governmental Authority in such jurisdiction of organization and (D) signature and incumbency certificates (or other comparable documents evidencing the same) of the authorized officers of each Obligor executing the Loan Documents to which it is a party; provided, that, the items described in clauses (B) and (D) may be satisfied by each such Senior Officer, responsible officer, secretary or assistant secretary certifying that the applicable items delivered to the Administrative Agent on the Closing

Date remain in full force and effect and have not been amended, modified, revoked or rescinded since the Closing Date; and

(ix) a certificate of a Senior Officer of UNFI (or other officer of UNFI with similar responsibilities), certifying that (A) since July 31, 2023, there has not been any change, occurrence or development that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (B) the Obligors are Solvent on a consolidated basis as of the Amendment No. 1 Effective Date after giving effect to the transactions contemplated hereby, (C) no Default or Event of Default exists or would result from the transactions contemplated hereby, (D) both immediately before and immediately after giving effect to the transactions contemplated by this Amendment, no Overadvance exists, and (E) after giving effect to the transactions contemplated hereby, the total amount of the Aggregate Commitments, the FILO Loans and the Term Loans (as defined in the Term Loan Agreement as in effect on the Amendment No. 1 Effective Date) constitutes "Permitted Debt" under Sections 4.9(b)(1)(i)(A) and 4.9(b)(1)(ii)(A) of that certain Indenture, dated as of October 22, 2020, by and among, among others, the Borrowers and U.S. Bank National Association.

(b) The Administrative Agent shall have received customary favorable legal opinions from (A) Mayer Brown LLP (solely as to New York, Delaware and California legal matters) and (B) Osler, Hoskin & Harcourt LLP (solely as to Ontario and British Columbia legal matters), in each case as counsel to the Obligors, and in each case dated as of the date hereof and addressed to the Lenders and the Administrative Agent.

(c) The Administrative Agent shall have received a Borrowing Base Certificate dated as of the date hereof, relating to the Fiscal Quarter ended on March 30, 2024, in form and substance satisfactory to the Administrative Agent.

(d) The Administrative Agent shall have received a Notice of Borrowing with respect to the FILO Loan to be made on the Amendment No. 1 Effective Date.

(e) The Administrative Agent shall have received that certain Amendment No. 4 to Term Loan Credit Agreement, dated as of the date hereof, in form and substance satisfactory to the Administrative Agent, duly executed by, among others, JPMorgan Chase Bank, N.A. (as the successor term loan agent to Credit Suisse AG, Cayman Islands Branch) and the Obligors, which shall be in full force and effect.

(f) The Administrative Agent shall have received results of searches or other evidence reasonably satisfactory to the Administrative Agent (in each case dated as of a date reasonably satisfactory to the Administrative Agent) indicating the absence of Liens on the assets of the Obligors, except for Permitted Liens.

(g) The Administrative Agent and the Lenders shall have received all documentation and other information about each Obligor as has been reasonably requested in writing by the Administrative Agent or the Lenders that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act and the Beneficial Ownership Certification.

(h) No Default or Event of Default exists or would exist on the Amendment No. 1 Effective Date after giving effect to the transactions contemplated hereby.

(i) All fees required to be paid on the Amendment No. 1 Effective Date pursuant to the Fee Letters and all reasonable and documented out-of-pocket expenses required to be paid on the Amendment No. 1 Effective Date, in each case to the extent invoiced at least one (1) Business Day prior to the Amendment No. 1 Effective Date, shall have been paid, or shall be paid substantially concurrently with, the funding of the FILO Loan hereunder (which amounts may be offset against the proceeds of the FILO Loan).

7. No Novation; Entire Agreement. This Amendment evidences solely the amendment of certain specified terms and obligations of the Obligors under the Loan Agreement and the Canadian Security Agreement and is not a novation or discharge of any of the other obligations of the Obligors under the Loan Agreement or the Canadian Security Agreement. There are no other understandings, express or implied, among the Obligors, the Administrative Agent and the Lenders regarding the subject matter hereof or thereof.

8. Effect on Loan Documents; Reaffirmation. The Loan Agreement and the other Loan Documents (as amended hereby) shall be and remain in full force and effect in accordance with their terms and hereby are ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of any right, power, or remedy of the Administrative Agent or any other Secured Party under the Existing Loan Agreement or any other Loan Document, as in effect prior to the Amendment No. 1 Effective Date. Each Obligor hereby ratifies and confirms in all respects (a) all of its obligations under the Loan Documents (as amended hereby) to which it is a party, (b) any prior grant of a security interest under the Loan Documents (as amended hereby) to which it is party, and (c) any guarantee in respect of the Obligations provided by such Obligor under the Loan Documents (as amended hereby) shall continue in full force and effect.

9. Miscellaneous.

(a) This Amendment is a Loan Document.

(b) The provisions of Sections 14.6 (Severability), 14.8 (Counterparts; Execution),14.14 (Governing Law), 14.15 (Consent to Forum), 14.16 (Waivers by Borrowers) and 14.22 (No Oral Agreement) of the Loan Agreement are hereby incorporated by reference, *mutatis mutandis*.

(c) The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by each of the parties hereto as a sealed instrument as of the date first above written.

BORROWERS:

UNITED NATURAL FOODS, INC., as U.S. Borrower

By: /s/ Devon Hart
Name: Devon Hart
Title: Senior Vice President and Treasurer

UNFI CANADA, INC., as Canadian Borrower

By: /s/ Devon Hart
Name: Devon Hart
Title: Vice President and Treasurer

GUARANTORS:

ALBERTS ORGANICS, INC.,
ARDEN HILLS 2003 LLC,
ASSOCIATED GROCERS OF FLORIDA, INC.,
BLUE MARBLE BRANDS, LLC,
CAMBRIDGE 2006 L.L.C.,
CENTRALIA HOLDINGS, LLC,
CHAMPLIN 2005 L.L.C.,
CUB STORES, LLC,
CUB STORES HOLDINGS, LLC,
DS & DJ REALTY, LLC,
FF ACQUISITION, L.L.C.,
FOODARAMA LLC,
HAZELWOOD DISTRIBUTION COMPANY, INC.,
HAZELWOOD DISTRIBUTION HOLDINGS, INC.,
HOPKINS DISTRIBUTION COMPANY, LLC,
HORNBACHER'S, INC.,
INVER GROVE HEIGHTS 2001 L.L.C.,
MAPLEWOOD EAST 1996 L.L.C.,
MONTICELLO 1998 L.L.C.,
NATURAL RETAIL GROUP, INC.,
NOR-CAL PRODUCE, INC.,
SFW HOLDING CORP.,
SHOP 'N SAVE EAST, LLC,
SHOP 'N SAVE ST LOUIS, INC.,
SHOP 'N SAVE WAREHOUSE FOODS, INC.,
SHOPPERS FOOD WAREHOUSE CORP.,
SUPERVALU INC.,
SUPERVALU LICENSING, LLC,
SUPERVALU PHARMACIES, INC.,
SUPERVALU TRANSPORTATION, INC.,
TONY'S FINE FOODS,
UNFI CANADA, INC.,
UNFI DISTRIBUTION COMPANY, LLC,
UNFI GROCERS DISTRIBUTION, INC.,
UNFI WHOLESALE, INC.,
UNITED NATURAL FOODS, INC.,
UNITED NATURAL FOODS WEST, INC.,
UNITED NATURAL TRADING, LLC, and
W. NEWELL & CO., LLC

By: /s/ Devon Hart
Name: Devon Hart
Title: Vice President and Treasurer

GUARANTORS:

UNITED NATURAL FOODS, INC.

By: /s/ Devon Hart
Name: Devon Hart
Title: Senior Vice President and Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: /s/ Peter Foley
Name: Peter Foley
Title: Director

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a Revolver Lender and as a FILO Lender

By: /s/ Peter Foley
Name: Peter Foley
Title: Director

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as a Revolver Lender

By: /s/ Carmela Massari
Name: Carmela Massari
Title: Senior Vice President

[Signature Page to Amendment No. 1]

BANK OF AMERICA, N.A., as a Revolver Lender and as a FILO Lender

By: /s/ Matthew Bourgeois
Name: Matthew Bourgeois
Title: Senior Vice President

BANK OF AMERICA, N.A., acting through its Canada Branch, as a Revolver Lender

By: /s/ Sylwia Durkiewicz
Name: Sylwia Durkiewicz
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, as a Revolver Lender and as a FILO Lender

By: /s/ William Patton
Name: William Patton
Title: Senior Vice President

[Signature Page to Amendment No. 1]

JPMORGAN CHASE BANK, N.A., as a Revolver Lender and as a FILO Lender

By: /s/ Kan Chen
Name: Kan Chen
Title: Vice President

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as a Revolver Lender

By: /s/ Bruce Watson
Name: Bruce Watson
Title: Authorized Officer

TRUIST BANK, as a Revolver Lender

By: /s/ Kathryn Rachor
Name: Kathryn Rachor
Title: Vice President

[Signature Page to Amendment No. 1]

TD BANK, N.A., as a Revolver Lender

By: /s/ Edmundo Kahn
Name: Edmundo Kahn
Title: Vice-President

[Signature Page to Amendment No. 1]

CAPITAL ONE, NATIONAL ASSOCIATION, as a Revolver Lender and as a FILO Lender

By: /s/ Anand Sekaran
Name: Anand Sekaran
Title: Duly Authorized Signatory

[Signature Page to Amendment No. 1]

BANK OF MONTREAL, as a Revolver Lender

By: /s/ Terrence McKenna
Name: Terrence McKenna
Title: Director

BANK OF MONTREAL, as a Canadian Lender

By: /s/ Helen Alvarez
Name: Helen Alvarez
Title: Managing Director

[Signature Page to Amendment No. 1]

ROYAL BANK OF CANADA, as a Revolver Lender and as a FILO Lender

By: /s/ Kosta Karathanasis
Name: Kosta Karathanasis
Title: Vice President, Asset Based Lending

CITIZENS BANK, N.A., as a Revolver Lender

By: /s/ Monirah J. Masud
Name: Monirah J. Masud
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION, as a Revolver Lender and as a FILO Lender

By: /s/ Rahum Williams
Name: Rahum Williams
Title: Senior Vice-President

[Signature Page to Amendment No. 1]

FARM CREDIT EAST, ACA, as a Revolver Lender and as a FILO Lender

By: /s/ Eric W. Pohlman
Name: Eric W. Pohlman
Title: Vice President

[Signature Page to Amendment No. 1]

COÖPERATIVE RABOBANK U.A., NEW YORK BRANCH, as a Revolver Lender and as a FILO Lender

By: /s/ Piet Hein Knook
Name: Piet Hein Knook
Title: Executive Director

By: /s/ Regan Rybarczyk
Name: Regan Rybarczyk
Title: Vice President

[Signature Page to Amendment No. 1]

CREDIT SUISSE AG, NEW YORK BRANCH, as a Revolver Lender

By: /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Authorized Signatory

By: /s/ Cassandra Droogan
Name: Cassandra Droogan
Title: Authorized Signatory

BARCLAYS BANK PLC, as a Revolver Lender and as a FILO Lender

By: /s/ Ritam Bhalla
Name: Ritam Bhalla
Title: Director

[Signature Page to Amendment No. 1]

ANNEX I

Conformed Loan Agreement

See attached.

Conformed Version Incorporating Amendment No. 1
~~*Execution Copy*~~

UNITED NATURAL FOODS, INC.

and certain other Subsidiaries from time to time,

as U.S. Borrowers

and

UNFI CANADA, INC.,

as Canadian Borrower

LOAN AGREEMENT

Dated as of June 3, 2022

U.S. $~~2,600,000,000.00~~2,730,000,000.00

CERTAIN FINANCIAL INSTITUTIONS,

as Lenders

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

BANK OF AMERICA, N.A., JPMORGAN CHASE BANK, N.A. and U.S. BANK NATIONAL ASSOCIATION,
as Co-Syndication Agents

CAPITAL ONE, NATIONAL ASSOCIATION, TD BANK, N.A. and TRUIST BANK,
as Co-Documentation Agents

and

WELLS FARGO BANK, NATIONAL ASSOCIATION, BANK OF AMERICA, N.A., JPMORGAN CHASE BANK, N.A. and U.S. BANK NATIONAL ASSOCIATION,
as Joint Lead Arrangers and Joint Bookrunners

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Exhibit H Applicable Offered Rate Notice

Schedule 1.1(a) U.S. Revolver Commitments and, Canadian Commitments and FILO Commitments of Lenders
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LOAN AGREEMENT

THIS LOAN AGREEMENT is dated as of June 3, 2022, by and among **UNITED NATURAL FOODS, INC.**, a Delaware corporation ("UNFI") and certain Subsidiaries of UNFI party hereto from time to time that become borrowers pursuant to **Section 10.1.9** (each such Subsidiary, together with UNFI, collectively, "U.S. Borrowers"), **UNFI CANADA, INC.**, a corporation organized under the Canada Business Corporations Act ("Canadian Borrower" and, together with U.S. Borrowers, collectively, "Borrowers"), the financial institutions party to this Agreement from time to time as lenders (collectively, "Lenders"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for the Lenders including the FILO Lenders ("Administrative Agent"), the Co-Syndication Agents and Co-Documentation Agents set forth on the cover page hereof, and **WELLS FARGO BANK, NATIONAL ASSOCIATION, BANK OF AMERICA, N.A., JPMORGAN CHASE BANK, N.A. and U.S. BANK NATIONAL ASSOCIATION**, as Joint Lead Arrangers and Joint Bookrunners.

R E C I T A L S:

WHEREAS, the Borrowers have requested the Lenders make available to the Borrowers an asset based revolving credit facility in an initial aggregate principal amount of U.S.$2,600,000,000, which facility will initially consist of U.S. Revolver Commitments of U.S.$2,600,000,000 and a sublimit of Canadian Commitments of the U.S. Dollar Equivalent of U.S.$100,000,000, the proceeds under which will be used for the purposes set forth in **Section 2.1.3.**

WHEREAS, in connection with the foregoing, on the Closing Date, the Borrowers shall use the proceeds of (x) cash on hand and (y) Loans made on the Closing Date to fund (i) the repayment in full (or the termination, discharge or defeasance) of, and termination of commitments under, all outstanding indebtedness (and the release of guarantees and liens securing such indebtedness) of the Borrowers and their Subsidiaries under the Loan Agreement, dated as of August 30, 2018, by and among the Borrowers, the lenders party thereto, Bank of America, N.A., as administrative agent, and the other parties party thereto (as amended and in effect on the date hereof, the "Existing UNFI ABL Credit Agreement") (the repayment, termination, discharge, defeasance, arrangement and release of all such indebtedness and liens in this clause (i), collectively, the "Closing Date Refinancing"), (ii) fees and expenses incurred in connection with the foregoing and transactions related thereto and (iii) working capital and general corporate purposes.

WHEREAS, the Lenders have ~~indicated their willingness~~agreed to make such Loans, and the Issuing Banks have indicated their willingness to so issue Letters of Credit, in each case, on the terms and subject to the conditions set forth herein.

WHEREAS, the U.S. Borrowers have requested certain Lenders make available to the U.S. Borrowers on the Amendment No. 1 Effective Date a first-in, last-out term loans in an aggregate principal amount of U.S.$130,000,000, the proceeds under which will be used for the purposes set forth in **Section 2.1.3**.

WHEREAS, certain Lenders have agreed to make such FILO Loans on the Amendment No. 1 Effective Date, in each case, on the terms and subject to the conditions set forth in this Agreement and Amendment No. 1.

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. As used herein, the following terms have the meanings set forth below:

ABL Priority Collateral: as defined in the Intercreditor Agreement.

Account: as defined in the UCC or PPSA, as applicable, and all "claims" (for purposes of the Civil Code of Québec), including all rights to payment for goods sold or leased, or for services rendered.

Account Debtor: a Person who is obligated under an Account, Chattel Paper or General Intangible, including, without limitation, a Credit Card Issuer, a Credit Card Processor, a Fiscal Intermediary or another Third Party Payor.

Accounts Formula Amount: means, (a) with respect to the Canadian Borrowing Base, 90% of the Value of Eligible Accounts of the Canadian Borrower; provided, however, that such percentage shall be reduced by 1.0% for each percentage point of Dilution, and (b) with respect to the U.S. Revolver Borrowing Base, 90% of the Value of Eligible Accounts of each U.S. Obligor; provided, however, that such percentage shall be reduced by 1.0% for each percentage point of Dilution.

Acquired EBITDA: with respect to any Acquired Entity or Business for any period or any Converted Restricted Subsidiary, the amount for such period of Consolidated EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary, as applicable, all as determined on a consolidated basis for such Acquired Entity or Business or Converted Restricted Subsidiary, as applicable.

Acquired Entity or Business: the meaning specified in the definition of the term "Consolidated EBITDA."

Adjusted Availability: the sum of (a) Aggregate Availability, plus (b) the amount, if a positive number, by which (i) the Combined Borrowing Base exceeds (ii) the Aggregate Commitments plus the outstanding FILO Loans; provided, that the amount in this clause (b) shall not exceed an amount equal to 5.00% of the Aggregate Commitments as of the applicable date of determination.

Adjusted Term CORRA: for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; provided that if Adjusted Term CORRA as so determined shall ever be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor.

Adjusted Term SOFR: for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

Administrative Agent: as defined in the preamble to this Agreement.

Affected Financial Institution: (a) any EEA Financial Institution or (b) any UK Financial Institution.

Affiliate: with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the

management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have correlative meanings.

Agent Indemnitees: the Administrative Agent and its Affiliates and their respective officers, directors, employees, agents and attorneys.

Agent Professionals: attorneys, accountants, appraisers, auditors, business valuation experts, environmental engineers or consultants, turnaround consultants, and other professionals and experts retained by the Administrative Agent.

Aggregate Availability: on any date of determination, an amount equal to the sum of (a) U.S. Revolver Availability plus (b) Canadian Availability.

Aggregate Borrowing Base: on any date of determination, an amount equal to the sum of (a) the U.S. Revolver Borrowing Base plus (b) the Canadian Borrowing Base.

Aggregate Canadian Commitments: the aggregate amount of Canadian Commitments of all Canadian Lenders.

Aggregate Commitments: the Aggregate U.S. Revolver Commitments and the Aggregate Canadian Commitments; provided that the Aggregate Canadian Commitments are a subfacility under, and not in addition to, the Aggregate U.S. Revolver Commitments.

Aggregate U.S. Revolver Commitments: the aggregate amount of U.S. Revolver Commitments of all U.S. Revolver Lenders.

Agreement: this Loan Agreement, as may be amended, supplemented, modified, restated, renewed or replaced (whether upon or after termination or otherwise) in whole or in part from time to time.

Allocable Amount: as defined in **Section 5.11.3**.

Amendment No. 1: that certain Amendment No. 1 to Loan Agreement dated as of the Amendment No. 1 Effective Date among, inter alios, the Administrative Agent, the FILO Lenders, and the Lenders (as determined prior to giving effect to the FILO Tranche).

Amendment No. 1 Effective Date: as defined in Amendment No. 1.

Anti-Corruption Laws: the Foreign Corrupt Practices Act of 1977, as amended (and the rules and regulations thereunder), the U.K. Bribery Act of 2010, as amended, and all other Applicable Laws concerning or relating to bribery or corruption in any jurisdiction in which any Obligor or any of its Subsidiaries or Unrestricted Subsidiaries is located or is doing business.

Anti-Money Laundering Laws: the Applicable Laws in any jurisdiction in which any Obligor or any of its Subsidiaries is located or is doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

Applicable Floating Rate: the U.S. Base Rate or the Canadian Base Rate, as the context requires.

Applicable Floating Rate Loans: U.S. Base Rate Loans or Canadian Base Rate Loans, as the context requires.

Applicable Law: all laws, rules, regulations and governmental guidelines applicable to the Person, conduct, transaction, agreement or matter in question, including all applicable statutory law, common law and equitable principles, and all provisions of constitutions, treaties, statutes, rules, regulations, orders and decrees of Governmental Authorities.

Applicable Lenders: with respect to (a) U.S. Revolver Loans and Letters of Credit issued for the account or benefit of the Borrowers or their Subsidiaries in US. Dollars, the U.S. Revolver Lenders, ~~and~~ (b) Canadian Loans and Letters of Credit issued for the account or benefit of UNFI or its Subsidiaries in Canadian Dollars, the Canadian Lenders and (c) the FILO Loans, the FILO Lenders.

Applicable Margin: with respect to any Type of Revolver Loan, the margin set forth below, as determined by the daily average Availability for the last Fiscal Quarter:

Level	Availability (Daily Average)	Applicable Floating Rate Loans	Applicable Offered Rate Loans
I	≥ 50.00%	0.00%	1.00%
II	< 50.00%	0.25%	1.25%

From and after the Closing Date until the last day of the first full Fiscal Quarter ending after the Closing Date, margins shall be determined as if Level I were applicable. Thereafter, the margins shall be subject to increase or decrease based upon daily average Availability for the most recently ended Fiscal Quarter upon receipt by Administrative Agent pursuant to **Section 10.1.2** of the Availability Certificate for the most recently ended Fiscal Quarter, which change shall be effective on the first day of the calendar month following receipt. If, by the first day of a month, any Availability Certificate due in the preceding Fiscal Quarter has not been received, then, at the option of Administrative Agent or Required Lenders, the margins shall be determined as if Level II were applicable, from such day until the first day of the calendar month following actual receipt.

Applicable Offered Rate: Adjusted Term SOFR or the ~~CDOR Rate~~Adjusted Term CORRA, as the context requires.

Applicable Offered Rate Deadline: as defined in **Section 3.6(b)(i)**.

Applicable Offered Rate Loans: SOFR Loans or ~~CDOR~~Term CORRA Rate Loans, as the context requires.

Applicable Offered Rate Notice: a written notice in the form of Exhibit H to this Agreement.

Applicable Offered Rate Option: the meaning specified therefor in **Section 3.6(a)** of this Agreement.

Approved Fund: any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in its ordinary course of activities, and is administered or managed by a Lender, an entity that administers or manages a Lender, or an Affiliate of either.

Arranger Fee Letters: the meaning specified therefor in the definition of “Fee Letters”.

Asset Disposition: a sale, lease, license, consignment, transfer or other disposition of Property of UNFI or any Subsidiary thereof, including a disposition of Property in connection with a sale-leaseback transaction or synthetic lease.

Assignment and Acceptance: an assignment agreement between a Lender and Eligible Assignee, in the form of **Exhibit C** or otherwise satisfactory to the Administrative Agent.

Attributable Debt: on any date, in respect of any Finance Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

Authorized Person: any one of the individuals identified as an officer or other authorized person of a Borrower on Schedule 1.1(d) to this Agreement, or any other individual identified by UNFI as an authorized person and authenticated through Administrative Agent's electronic platform or portal in accordance with its procedures for such authentication.

Availability: the Borrowing Base minus the Total Outstandings.

Availability Certificate: a certificate, in form reasonably satisfactory to Administrative Agent in its Permitted Discretion, by which Borrowers certify as to the daily average Availability and Adjusted Availability, as applicable, (a) for purposes of determining the termination date of a Trigger Event, for the thirty (30) consecutive days prior to such termination date, and (b) for all other purposes herein, for the most recently ended Fiscal Quarter.

Availability Reserve: the sum (without duplication) of (a) the Inventory Reserve; (b) the Rent and Charges Reserve; (c) the Qualified Secured Bank Product Reserve; (d) the Secured Bank Product Reserve; (e) the aggregate amount of liabilities secured by Liens upon ABL Priority Collateral that are senior to Administrative Agent's Liens (but imposition of any such reserve shall not waive an Event of Default arising therefrom), but not in excess of the Value of the affected ABL Priority Collateral; and (f) such additional reserves (including, without limitation, a reserve equal to the amount outstanding under all Seller Notes), in such amounts and with respect to such matters, as the Administrative Agent in its Permitted Discretion elects to impose from time to time, including reserves with respect to amounts owing by any Obligor to any Person to the extent secured by a Lien on, or trust over, any ABL Priority Collateral including pursuant to PACA and/or PSA, or the rights of suppliers under Section 81.1 of the Bankruptcy and Insolvency Act (Canada) or of farmers, fishermen and aquaculturists under Section 81.2 of the Bankruptcy and Insolvency Act (Canada) and Prior Claims. Notwithstanding anything to the contrary herein, the FILO Pushdown Reserve shall not be considered to be an Availability Reserve.

Available Equity Amount: at any time (the "Available Equity Amount Reference Time"), an amount equal to, without duplication, (a) the amount of any capital contributions or other equity issuances (or issuances of Debt or Disqualified Equity Interests, in each case after the Closing Date, that have been converted into or exchanged for Qualified Equity Interests) received as cash equity by any Borrower (including to the extent issued by a direct or indirect parent company of any Borrower and subsequently contributed to any Borrower as Qualified Equity Interests) during the thirty (30)-day period immediately preceding the Available Equity Amount Reference Time, but excluding all proceeds from the issuance of Disqualified Equity Interests, plus (b) the aggregate amount of all dividends, returns, interests, profits, distributions, income and similar amounts (in each case, to the extent made in cash or Cash Equivalents) received by any Borrower or any Subsidiary on Investments made using the Available Equity Amount during the period from and including the Business Day immediately following the Closing Date through and including the Available Equity Amount Reference Time minus (c) the sum,

without duplication, and, without taking into account the proposed portion of the Available Equity Amount calculated above to be used at the applicable Available Equity Amount Reference Time, of:

(a) the aggregate amount of any Investments made by any Borrower or any Subsidiary using the Available Equity Amount after the Closing Date and prior to the Available Equity Amount Reference Time;

(b) the aggregate amount of Distributions made by any Borrower or any Subsidiary using the Available Equity Amount pursuant to **Section 10.2.4(h)** after the Closing Date and prior to the Available Equity Amount Reference Time; and

(c) the aggregate amount expended on prepayments, repurchases, redemptions, defeasements and acquisitions, in each case of Junior Debt, made by any Borrower or any Subsidiary using the Available Equity Amount after the Closing Date and prior to the Available Equity Amount Reference Time.

Available Tenor: as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, 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 **Section 3.6(d)(iii)(D)**.

Bail-In Action: 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: (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 that 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).

Bank Product: any of the following products, services or facilities extended to any Borrower or Subsidiary by a Lender or any of its Affiliates: (a) Cash Management Services; (b) products under Hedging Agreements; (c) commercial credit card and merchant card services (including so-called "purchase cards", "procurement cards" or "p-cards", payment card processing services, debit cards, and stored value cards); and (d) other banking products or services as may be requested by any Borrower or Subsidiary, other than Letters of Credit.

Bankruptcy Code: Title 11 of the United States Code.

Base Rate: the Canadian Base Rate or the U.S. Base Rate, as the context requires.

Base Rate Loan: each portion of the Loans that bears interest at a rate determined by reference to the applicable Base Rate.

Benchmark: initially, with respect to any (a) Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, Dollars, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.6(d)(iii)(A); and (b) Obligations denominated in, or calculated with respect to, Canadian Dollars, the ~~CDOR~~Term CORRA Reference Rate, provided that if a Benchmark Transition Event has occurred with respect to the ~~CDOR~~Term CORRA Reference Rate or the then-current Benchmark for Canadian Dollars, then "Benchmark" means, with respect to such Obligations, interest, fees, commissions or other amounts, the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 3.6(d)(iii)(A).

Benchmark Replacement: with respect to any Benchmark Transition Event, the sum of: (a) the alternate benchmark rate that has been selected by Administrative Agent and UNFI 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 Dollar-denominated or Canadian Dollar-denominated syndicated credit facilities and (b) the related Benchmark Replacement Adjustment; provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

Benchmark Replacement Adjustment: with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, 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 Administrative Agent and UNFI giving due consideration to (a) 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 or (b) 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 Dollar-denominated or Canadian-dollar syndicated credit facilities at such time.

Benchmark Replacement Date: the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) 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); or

(b) in the case of clause (c) 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 non-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.

For the avoidance of doubt, the "Benchmark Replacement Date" will be deemed to have occurred in the case of clause (a) or (b) 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: the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors, the Federal Reserve Bank of New York, the central bank for the currency applicable to such Benchmark 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), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, if the then-current Benchmark has any Available Tenors, 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 Transition Start Date: in the case of a Benchmark Transition Event, the earlier of (a) the applicable Benchmark Replacement Date and (b) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

Benchmark Unavailability Period: the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.6(d)(iii) and (y) ending at the time that a Benchmark Replacement has replaced the then-current

Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 3.6(d)(iii).

Beneficial Ownership Certification: a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

Beneficial Ownership Regulation: 31 C.F.R. § 1010.230.

Benefits Plan: (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) 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.

Board of Governors: the Board of Governors of the Federal Reserve System (or any successor).

Borrowed Money: with respect to any Obligor, without duplication, its (a) Debt that (i) arises from the lending of money by any Person to such Obligor, (ii) is evidenced by notes, drafts, bonds, debentures, credit agreements or similar instruments or (iii) accrues interest in the absence of default or is a type upon which interest charges are customarily paid (excluding trade payables owing in the Ordinary Course of Business); (b) Finance Leases; (c) noncontingent reimbursement obligations with respect to standby letters of credit; and (d) guaranties of any Debt of the foregoing types owing by another Person.

Borrower Materials: Borrowing Base information, Compliance Certificates, Availability Certificates, reports, financial statements and other written materials delivered by Borrowers hereunder, as well as other Reports and written information provided by Administrative Agent to Lenders.

Borrowers: as defined in the preamble to this Agreement; provided that only the U.S. Borrowers shall be the Borrowers of the FILO Loan.

Borrowing: a group of Loans of one Type that are made on the same day or are converted into Loans of one Type on the same day.

Borrowing Base: ~~on any date of determination, an amount equal to the lesser of (a) the Aggregate Commitments and (b) the sum of the Accounts Formula Amount, plus the U.S. Credit Card Receivables Formula Amount, plus the Inventory Formula Amount, plus the U.S. Pharmacy Receivables Formula, plus U.S. Pharmacy Scripts Availability, plus Qualified Cash of each Obligor minus the Availability Reserves~~ means, the U.S. Revolver Borrowing Base and/or the Canadian Borrowing Base, as applicable.

Borrowing Base Certificate: a certificate, in form satisfactory to Administrative Agent in its Permitted Discretion, prepared by Borrowers, by which a Senior Officer of UNFI certifies the ~~calculation~~separate calculations of the Borrowing Base and the FILO Borrowing Base and sets forth the calculations attached thereto as to whether a FILO Pushdown Reserve is required (and, if applicable, the amount thereof).

Business Day: any day other than (a) a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed, and (b) when used with reference to a Canadian Loan, any other day on which banks are permitted or required to be closed in Toronto, Ontario, Canada or Montreal, Quebec, Canada.

California Producer's Lien Law: §55631, et seq. of the California Food and Agricultural Code.

Canadian Availability: the Canadian Borrowing Base minus the Total Canadian Outstandings.

Canadian Base Rate: on any day, the rate per annum equal to the greatest of (a) the Floor, (b) the ~~CDOR Rate~~Adjusted Term CORRA as in effect on such day for an Interest Period of one month, plus one percentage point (provided that clause (b) shall not be applicable during any period in which Adjusted Term CORRA is unavailable, unascertainable or illegal) , and (c) the "prime rate" for Canadian Dollar commercial loans made in Canada as reported by Thomson Reuters under Reuters Instrument Code <CAPRIME=> on the "CA Prime Rate (Domestic Interest Rate) – Composite Display" page (or any successor page or such other commercially available service or source (including the Canadian Dollar "prime rate" announced by a Schedule I bank under the Bank Act (Canada) as Administrative Agent may designate from time to time)). Any change in the Canadian Base Rate due to a change in the "prime rate" for a period of one month shall be effective as of the opening of business on the effective day of such change in the "prime rate".

Canadian Base Rate Loan: any Loan in Canadian Dollars bearing interest at a rate determined by reference to the Canadian Base Rate. All Canadian Base Rate Loans shall be denominated in Canadian Dollars.

Canadian Borrower: as defined in the preamble to this Agreement.

Canadian Borrowing Base: on any date of determination, an amount equal to the lesser of (a) the Aggregate Canadian Commitments; and (b) the sum of the Accounts Formula Amount, plus the Inventory Formula Amount, plus Qualified Cash of the Canadian Borrower, minus the Availability Reserve (it being understood that the amount of the Availability Reserve shall be allocated, in the Permitted Discretion of the Administrative Agent and without duplication, between the U.S. Revolver Borrowing Base and the Canadian Borrowing Base).

Canadian Commitment: for any Canadian Lender, its obligation to make Canadian Loans and to participate in Canadian LC Obligations up to the maximum principal U.S. Dollar Equivalent shown on **Schedule 1.1(a)**, as hereafter modified pursuant to **Section 2.1.7** or an Assignment and Acceptance to which it is a party. For the avoidance of doubt, the Canadian Commitments shall be a subset of, and not in addition to, the Aggregate Commitments.

Canadian Debtor Relief Laws: the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-up Act (Canada) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, dissolution, corporate statutes where such statute is used by a Person to propose an arrangement involving the compromise of claims of creditors or similar provincial, territorial, federal or other applicable jurisdictional debtor relief laws of Canada.

Canadian Deed of Hypothec: any deed of hypothec creating a hypothec in favor of the Administrative Agent, as hypothecary representative for the benefit of the Secured Parties, pursuant to the laws of the Province of Quebec on the assets of any Obligor existing under the laws of the Province of Quebec, having its domicile (within the meaning of the Civil Code of Quebec) in the Province of Quebec or having a place of business or tangible property situated in the Province of Quebec.

Canadian Dollar Equivalent: of any amount means, at the time of determination thereof, (a) if such amount is expressed in Canadian Dollars, such amount and (b) if such amount is denominated in

any other currency, the equivalent of such amount in Canadian Dollars as determined by the Administrative Agent using the Spot Rate.

Canadian Dollars or CD$: the lawful currency of Canada.

Canadian Guarantor: any Guarantor that is a Canadian Subsidiary.

Canadian Guaranty Agreement: that certain Continuing Canadian Guarantee Agreement dated as of the Amendment No. 1 Effective Date by and among the Canadian Obligors party thereto and the Administrative Agent.

Canadian Intellectual Property Security Agreements: any agreement executed on or after the Closing Date confirming or effecting the grant of any Lien on Intellectual Property owned by the Canadian Borrower (or any other Obligor, as applicable) to the Administrative Agent, for the benefit of the Secured Parties, in accordance with this Agreement and the Canadian Security Agreement.

Canadian LC Conditions: the following conditions are necessary for issuance of a Canadian Letter of Credit issued in Canadian Dollars for the account or benefit of the ~~Borrowers~~Canadian Borrower or any of ~~their~~its Subsidiaries: (a) each of the conditions set forth in **Section 6** shall have been satisfied (or, solely with respect to any such Canadian Letter of Credit issued on the Closing Date, the conditions set forth in **Section 6.2** only); (b) immediately after giving effect to such issuance, the U.S. Dollar Equivalent of Canadian LC Obligations does not exceed U.S.$25,000,000 (subject to any applicable increases in the LC Sublimit), Total LC Obligations do not exceed U.S.$300,000,000 (subject to any applicable increases in the LC Sublimit), no Overadvance exists, no Canadian Overadvance exists, Total Canadian Outstandings do not exceed the Canadian ~~Commitments~~Borrowing Base, and Total Outstandings do not exceed the Aggregate Borrowing Base; (c) the expiration date of such Canadian Letter of Credit and related Canadian Reimbursement Undertaking, if any, is (i) no more than one year from issuance (or such longer period of time as may be agreed by the applicable Issuing Bank in its discretion) in the case of standby Letters of Credit, and (ii) no more than 120 days from issuance (or such longer period of time as may be agreed by the applicable Issuing Bank in its discretion) in the case of commercial Letters of Credit, (d) the Canadian Letter of Credit and payments thereunder are denominated in Canadian Dollars, (e) the form of the proposed Canadian Letter of Credit is reasonably satisfactory to the Administrative Agent, the applicable Issuing Bank and Canadian Underlying Issuer and (f) the Total LC Obligations with respect to Letters of Credit issued by the applicable Issuing Bank or Canadian Underlying Issuer and related Canadian Reimbursement Undertaking, if any, would not exceed such Issuing Bank's LC Commitment with respect to the issuance of Letters of Credit for the account or benefit of the Canadian Borrower or any of its Subsidiaries.

Canadian LC Obligations: the sum (without duplication) of (a) all amounts owing by the Borrowers for any drawings under Letters of Credit (including pursuant to Canadian Reimbursement Undertakings) issued in Canadian Dollars for the account or on behalf of the Borrowers or any of its Subsidiaries; and (b) the amount available to be drawn under outstanding Canadian Letters of Credit issued for the account or on behalf of the Borrowers or any of its Subsidiaries, except to the extent Cash Collateralized.

Canadian Lenders: the Lenders indicated on **Schedule 1.1(a)** as the Lenders of Canadian Loans, the Canadian Swingline Lenders, any Issuing Bank that issues a Letter of Credit or Canadian Reimbursement Undertaking in Canadian Dollars for the account or on behalf of the Borrowers and any other Person who hereafter becomes a "Canadian Lender" pursuant to the terms hereof.

Canadian Letter of Credit: a letter of credit (as that term is defined in the UCC) issued by an Issuing Bank or Canadian Underlying Issuer for the account of any Canadian Borrower pursuant to the terms of this Agreement to be issued in Canadian Dollars.

Canadian Loan: (a) a loan made to the ~~Borrowers in~~ Canadian ~~Dollars~~Borrower pursuant to **Section 2.1.1(b)**, (b) any Swingline Loan for the account of the Canadian Borrower and (c) any Overadvance Loan for the account of the Canadian Borrower deemed by the Administrative Agent to be a Canadian Loan.

~~Canadian Obligor: each Obligor that is organized or formed under the laws of Canada or any province or territory thereof~~.

Canadian MEPP: any Canadian Plan that constitutes a multi-employer pension plan within the meaning of the Pension Benefits Act (Ontario) or under applicable pension standards legislation of another Canadian jurisdiction.

Canadian Note: a promissory note executed by the Borrowers in favor of a Canadian Lender in the form of **Exhibit B**, in the amount of such Canadian Lender's Canadian Commitment.

Canadian Obligations: the Obligations of the Canadian Borrower or any other Canadian Obligor, as applicable.

Canadian Overadvance: as defined in **Section 2.1.5**.

Canadian Obligor: each Obligor that is organized or formed under the laws of Canada or any province or territory thereof.

Canadian Pension Event: an event which gives rise to a Lien (other than a Permitted Lien) in respect of a Canadian Plan that is a registered pension plan or pension plan (within the meaning of the Pension Benefits Act (Ontario) or under applicable pension standards legislation of another Canadian jurisdiction) or an event which would entitle a Person (with or without the consent of any Borrower or any of its Subsidiaries) to trigger or request a wind-up or termination, in full or in part, of such a Canadian Plan, or the institution of any procedure or other steps by any Person to trigger the termination of or obtain an order to terminate or wind-up, in full or in part, any such plan, or the receipt by any Borrower or any of its Subsidiaries of material correspondence from a Governmental Authority or any other Person relating to any circumstance or event that could lead to or trigger a potential or actual, partial or full, termination or wind-up of any such plan, or any other event in relation to any such plan which could otherwise reasonably be expected to adversely affect the registered or tax status of any such plan maintained by, sponsored by, or in which participates, any Borrower, or to which any of its Subsidiaries makes contributions.

Canadian Plan: any pension or other employee benefit plan (other than any provincial or territorial medical or drug program to which the Canadian Borrower or any of its Subsidiaries is obliged to directly or indirectly contribute but which is administered by a Governmental Authority) and which is: (a) a plan maintained by the Canadian Borrower or any of its Subsidiaries; (b) a plan to which the Canadian Borrower or any of its Subsidiaries contributes or is required to contribute; (c) a plan to which the Canadian Borrower or any of its Subsidiaries was required to make contributions at any time during the five (5) calendar years preceding the date of this Agreement; or (d) any other plan with respect to which the Canadian Borrower or any of its Subsidiaries or Affiliates has incurred or may incur liability, including contingent liability either to such plan or to any Person, administration or Governmental Authority. For purposes of this provision, "pension plan" means a plan that is subject to registration

under the Pension Benefits Act (Ontario) or applicable pension standards legislation of another Canadian jurisdiction.

Canadian Reimbursement Undertaking: as defined in **Section 2.3.1**.

Canadian Security Agreement: the Canadian ABL Security Agreement, dated as of the Closing Date, by the Canadian Borrower in favor of the Administrative Agent, as amended and in effect from time to time.

Canadian Security Documents: the Closing Date Canadian Security Documents and all other security agreements, deeds of hypothec, pledge agreements, or other collateral security agreements, instruments or documents entered into or to be entered into by a Canadian Obligor pursuant to which such Canadian Obligor grants or perfects a security interest in certain of its assets to the Administrative Agent to secure the Obligations, including PPSA financing statements and financing change statements, as applicable, required to be executed or delivered pursuant to any Closing Date Canadian Security Document, and in each case any applicable joinder agreement to any of the foregoing.

Canadian Subsidiary: a Subsidiary that is organized or formed under the laws of Canada or any province or territory thereof.

Canadian Swingline Lender: Wells Fargo Capital Finance Corporation Canada in its capacity as provider of Swingline Loans (subject to its right to resign under Section 4.1.3), or any successor swing line lender hereunder that becomes a party hereto pursuant to documentation reasonably agreed between such Canadian Swingline Lender, the Administrative Agent and UNFI.

Canadian Underlying Issuer: The Toronto-Dominion Bank or one of its Affiliates or such other Person that is acceptable to Administrative Agent in its Permitted Discretion.

Canadian Underlying Letter of Credit: a Canadian Letter of Credit that has been issued by a Canadian Underlying Issuer.

Capital Expenditures: all liabilities incurred or expenditures made by a Borrower or Subsidiary for the acquisition of fixed assets, or any improvements, replacements, substitutions or additions thereto with a useful life of more than one year.

Cash Collateral: cash, and any interest or other income earned thereon, that is delivered to the Administrative Agent to Cash Collateralize any Obligations.

Cash Collateralize: the delivery of cash to the Administrative Agent, as security for the payment of the applicable Obligations, in an amount equal to (a) with respect to the applicable LC Obligations, the Letter of Credit Collateralization, and (b) with respect to any inchoate, contingent or other Obligations (including Secured Bank Product Obligations), the Administrative Agent's good faith estimate of the amount that is due or could reasonably be expected to become due, including all fees and other amounts relating to such Obligations. "Cash Collateralization" has a correlative meaning.

Cash Equivalents: (a) marketable obligations issued or unconditionally guaranteed by, and backed by the full faith and credit of, the United States government, maturing within 12 months of the date of acquisition; (b) certificates of deposit, time deposits and bankers' acceptances maturing within 12 months of the date of acquisition, and overnight bank deposits, in each case which are issued by Wells Fargo or a commercial bank organized under the laws of the United States or any state or district thereof, rated A-2 (or better) by S&P or P-2 (or better) by Moody's at the time of acquisition, and (unless issued

by a Lender) not subject to offset rights; (c) repurchase obligations with a term of not more than 120 days for underlying investments of the types described in clauses (a) and (b) entered into with any bank described in clause (b); (d) commercial paper issued by Wells Fargo or rated A-2 (or better) by S&P or P-2 (or better) by Moody's, and maturing within twelve months of the date of acquisition; and (e) shares of any money market fund that has substantially all of its assets invested continuously in the types of investments referred to above, has net assets of at least U.S. $500,000,000 and has the highest rating obtainable from either Moody's or S&P.

Cash Management Services: any services provided from time to time to any Borrower or Subsidiary in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automated clearinghouse (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system), e-payable, return items, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depository, information reporting, lockbox and stop payment services.

Cash Receipts: (i) all proceeds of collections of Accounts, Credit Card Receivables and Pharmacy Receivables, (ii) all available cash receipts from the sale of ABL Priority Collateral (including Inventory) and (iii) all casualty insurance proceeds arising from any of the foregoing.

Casualty Event: any event that gives rise to the receipt by UNFI or any Restricted Subsidiary of any insurance proceeds or condemnation awards in respect of any equipment, fixed assets or real property (including any improvements thereon) to replace or repair such equipment, fixed assets or real property.

~~CDOR Rate: the average rate per annum as reported on the Canadian Dollar Offered Rate ("CDOR") Page of Refinitiv Benchmark Services (UK) (or any successor page or such other page or commercially available service displaying Canadian interbank bid rates for Canadian Dollar bankers' acceptances as the Administrative Agent may designate from time to time, or if no such substitute service is available, the rate quoted by a Schedule I bank under the Bank Act (Canada) selected by the Administrative Agent at which such bank is offering to purchase Canadian Dollar bankers' acceptances) as of 10:00 a.m. Eastern (Toronto) time on the date of commencement of the requested Interest Period, for a term, and in an amount, comparable to the Interest Period and the amount of the CDOR Rate Loan requested (whether as an initial CDOR Rate Loan or as a continuation of a CDOR Rate Loan or as a conversion of a Canadian Base Rate Loan to a CDOR Rate Loan) by Borrower in accordance with this Agreement (and, if any such reported rate is below zero, then the rate determined pursuant to this clause (b) shall be deemed to be zero).~~

~~CDOR Rate Loan: any Loan in Canadian Dollars bearing interest at a rate determined by the CDOR Rate. All CDOR Rate Loans shall be denominated in Canadian Dollars.~~

CERCLA: the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601 et seq.).

Certified Medicaid Provider: any provider or supplier, including without limitation a pharmacy, that has in effect an agreement with a Governmental Authority of a state to participate in Medicaid.

Certified Medicare Provider: a provider or supplier, including without limitation a pharmacy, that has in effect an agreement with the Centers for Medicare and Medicaid Services to participate in Medicare.

CFC: a Subsidiary that is a "controlled foreign corporation" within the meaning of Section 957 of the Code (other than any Canadian Subsidiary).

Change in Law: the occurrence after the date of this Agreement of: (a) the adoption or effectiveness of any law, rule, regulation, judicial ruling, judgment or treaty, (b) any change in any law, rule, regulation, judicial ruling, judgment or treaty or in the administration, interpretation, implementation or application by any Governmental Authority of any law, rule, regulation, guideline or treaty, (c) any new, or adjustment to, requirements prescribed by the Board of Governors for "Eurocurrency Liabilities" (as defined in Regulation D of the Board of Governors), requirements imposed by the Federal Deposit Insurance Corporation, or similar requirements imposed by any domestic or foreign governmental authority or resulting from compliance by Administrative Agent or any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority and related in any manner to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, the ~~CDOR~~Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA or any other then current Benchmark, or (d) the making or issuance by any Governmental Authority of any request, rule, guideline or directive, whether or not having the force of law; provided, that notwithstanding anything in this Agreement to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, and (ii) all requests, rules, guidelines or directives concerning capital adequacy 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 shall, in each case, be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued.

Change of Control: (a) a "person" or "group" (within the meaning of Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act")), becoming the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of Voting Stock of UNFI entitled to exercise more than 50% of the total voting power of all outstanding Voting Stock of UNFI (including any right to acquire Voting Stock that is not then outstanding of which such person or group is deemed the beneficial owner); (b) during any period of 12 consecutive months, a majority of the members of the board of directors of UNFI cease to be composed of individuals (i) who were members of that board on the first day of such period, (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 (iii) whose election or nomination to that board was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board; (c) UNFI shall cease to own, directly or indirectly, 100% of the issued and outstanding Voting Stock of any Borrower (other than UNFI) or other Obligor (except pursuant to a dissolution or transaction permitted under this Agreement); (d) all or substantially all of an Obligor's assets are sold or transferred, other than (i) sale or transfer to another U.S. Obligor or (ii) pursuant to a transaction permitted under this Agreement or (e) the occurrence of a "Change of Control" (or similar event, however denominated), as defined in the Term Loan Agreement.

Claims: all claims, liabilities, obligations, losses, damages, penalties, judgments, proceedings, interest, costs and expenses of any kind (including remedial response costs, reasonable attorneys' fees and Extraordinary Expenses) at any time (including after Full Payment of the Obligations or replacement of Administrative Agent or any Lender) incurred by any Indemnitee or asserted against any Indemnitee by any Obligor or other Person, in any way relating to (a) any Loans, Letters of Credit, Loan Documents, Borrower Materials, or the use thereof or transactions relating thereto, (b) any action taken or omitted in connection with any Loan Documents, (c) the existence or perfection of any Liens, or realization upon any Collateral, (d) exercise of any rights or remedies under any Loan Documents or Applicable Law, or (e) failure by any Obligor to perform or observe any terms of any Loan Document, in each case including all costs and expenses relating to any investigation, litigation, arbitration or other proceeding (including

an Insolvency Proceeding or appellate proceedings), whether or not the applicable Indemnitee is a party thereto.

Class: with respect to any Loan, whether such loan is a Revolver Loan or a FILO Loan.

Closing Date: the first date on which the conditions set forth in **Section 6.2** have been satisfied or waived in accordance with the terms hereof.

Closing Date Canadian Security Documents: the Canadian Security Agreement, the Canadian Intellectual Property Security Agreements and the Canadian Deed of Hypothec.

Closing Date Guaranty Agreement: that certain Continuing Guaranty Agreement dated as of the Closing Date by and among the Borrowers and the Guarantors party thereto and the Administrative Agent.

Closing Date Loan Documents: the Closing Date Guaranty Agreement, the Closing Date Security Documents, the Intercreditor Agreement, and each Note to the extent requested in writing by a Lender at least three (3) Business Days prior to the Closing Date.

Closing Date Refinancing: as defined in the recitals to this Agreement.

Closing Date Security Documents: the Closing Date Canadian Security Documents, the Closing Date U.S. Security Agreement, the U.S. Intellectual Property Security Agreements and the Closing Date Guaranty Agreement.

Closing Date Solvency Certificate: as defined in **Section 6.2.11**.

Closing Date U.S. Security Agreement: that certain U.S. ABL Security Agreement dated as of the Closing Date by and among the Obligors party thereto in favor of the Administrative Agent.

Code: the Internal Revenue Code of 1986.

COLI Loans: borrowings against cash surrender value of corporate-owned life insurance policies.

Collateral: all the "Collateral" as defined in the Security Documents, which shall include substantially all personal property of the Obligors and all other property of whatever kind and nature pledged or charged as collateral under any Security Document; provided, that, the Collateral shall not in any event include (i) any Excluded Property or (ii) any property excluded as Collateral pursuant to any Security Document to the extent such exclusion is consistent with the Guarantee and Collateral Requirement.

Combined Borrowing Base: means the sum of the Aggregate Borrowing Base (calculated without giving effect to the FILO Pushdown Reserve), *plus* the FILO Borrowing Base.

Commitment Termination Date: the earliest to occur of (a) the Termination Date; (b) the date on which Borrowers terminate the Aggregate Commitments pursuant to **Section 2.1.4**; or (c) the date on which the Aggregate Commitments are terminated pursuant to **Section 11.2**; it being acknowledged and agreed that all Obligations shall become immediately due and payable upon the Commitment Termination Date (subject to the relative payment priorities set forth herein).

Commodity Exchange Act: the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

Company Competitor: any Person that is a bona fide competitor of a Borrower or any of their respective Subsidiaries.

Compliance Certificate: a certificate, in form reasonably satisfactory to Administrative Agent in its Permitted Discretion, by which UNFI certifies as to (a) the Fixed Charge Coverage Ratio for the most recently ended Test Period, (b) the calculations attached thereto demonstrating the Fixed Charge Coverage Ratio for such period, (c) the daily average Aggregate Availability, U.S. Revolver Availability and Canadian Availability for the most recently ended Fiscal Quarter, and (d) to the extent the Borrowers' compliance with **Section 10.3.1** is required at the time such Compliance Certificate is required to be delivered, the Borrowers' compliance with such Section.

Conforming Changes: with respect to either the use or administration of ~~Term SOFR~~ any initial Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate," the definition of "Business Day," the definition of "U.S. Government Securities Business Day," the definition of "Interest Period" or any similar or analogous definition (or the addition of a concept of "interest period"), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of **Section 3.6(b)(ii)** and other technical, administrative or operational matters) that Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by Administrative Agent in a manner substantially consistent with market practice (or, if Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

Connection Income Taxes: Other Connection Taxes that are imposed on or measured by net income (however denominated), or are franchise or branch profits Taxes.

Consolidated Cash Interest Charges: as of any date for the applicable period ending on such date with respect to the Borrowers and their Subsidiaries on a consolidated basis, the Consolidated Interest Expense determined on a cash basis only and, with respect to clauses (a) and (b) of that definition, solely in respect of Debt of the type described in clause (a) of the definition thereof and so excluding, for the avoidance of doubt, (i) amortization of deferred financing costs, debt issuance costs, commissions, fees and expenses, (ii) any expenses resulting from discounting of indebtedness in connection with the application of recapitalization accounting or purchase accounting, (iii) penalties or interest related to taxes and any other amounts of noncash interest resulting from the effects of acquisition method accounting or pushdown accounting, (iv) the accretion or accrual of, or accrued interest on, discounted liabilities during such period, (v) any one-time cash costs associated with breakage in respect of Hedging Agreements for interest rates, (vi) all non-recurring interest expense consisting of liquidated damages for failure to timely comply with registration rights obligations, all as calculated on a consolidated basis in accordance with GAAP and (vii) expensing of bridge, arrangement, structuring, commitment or other financing fees.

Consolidated Depreciation and Amortization Expense: with respect to any Person for any period, the total amount of depreciation and amortization expense, capitalized expenditures, customer acquisition costs and incentive payments, conversion costs and contract acquisition costs, and amortization of favorable or unfavorable lease assets or liabilities, of such Person and its Subsidiaries for such period on a consolidated basis and otherwise determined in accordance with GAAP.

Consolidated EBITDA: for any period, for UNFI and its Restricted Subsidiaries on a consolidated basis, an amount equal to, without duplication:

(a) Consolidated Net Income for such period; plus

(b) other than with respect to clause (iv) below, an amount which, in the determination of Consolidated Net Income for such period, has been deducted for, without duplication:

(i) provision for Taxes based on income or profits or capital of UNFI and its Restricted Subsidiaries, including, without limitation, state franchise, excise and similar Taxes and foreign withholding Taxes of such Person paid or accrued during such period, including any penalties and interest relating to any tax examinations;

(ii) Consolidated Interest Expense;

(iii) Consolidated Depreciation and Amortization Expense;

(iv) (A) pro forma costs savings permitted to be reflected in pro forma financial statements prepared in accordance with Regulation S-X of the Securities Exchange Act of 1934 and (B) the amount of pro forma cost savings, operating expense reductions and synergies (clauses (A) and (B) collectively, "Cost Savings") that are reasonably expected by UNFI to result over the next succeeding Test Period (calculated as though such Cost Savings had been realized on the first day of such period) as a result of, or in connection with, actions (including Permitted Acquisitions or Asset Dispositions outside the ordinary course of business) consummated during such period or expected to be taken within twelve (12) months; provided that a Senior Officer of UNFI shall have certified to the Administrative Agent that (1) such Cost Savings are reasonably identifiable, quantifiable and factually supportable, (2) the aggregate amount of such Cost Savings added pursuant to subclause (A) of this clause (iv) in respect of adjustments permitted under Regulation S-X as "Managements Adjustments" solely by virtue of the amendments adopted on May 21, 2020 by the SEC ("Management Addbacks") and subclause (B) of this clause (iv) during such period shall not, in the aggregate, exceed an amount equal to 25% of Consolidated EBITDA for such period (calculated without giving effect to any amounts added back pursuant to Management Addbacks, this clause (iv)(B) or clause (b) of the definition of "Pro Forma Adjustment") and (3) such pro forma Cost Savings shall only be added back for Fiscal Quarters ending on or prior to the last day of the Test Period following the applicable action, and in each case described in this clause (iv), no Cost Savings shall be added pursuant to this clause (iv) to the extent duplicative of any expenses or charges otherwise added to Consolidated EBITDA, whether through a pro forma adjustment or otherwise, for such period;

(v) any contingent or deferred payments (including earn-out payments, non-compete payments and consulting payments but excluding ongoing royalty payments) made in connection with any Permitted Acquisition;

(vi) the amount of write-offs or amortization of fees and expenses related to Permitted Receivables Financings;

(vii) losses from foreign exchange translation adjustments or Hedging Agreements during such period;

(viii) any other non-cash charges, write-downs, expenses, losses or items reducing Consolidated Net Income for such period including any impairment charges, the impact of purchase accounting and all reserves during such period on account of contingent cash payments that may be required in a future period (provided, that if any such non-cash charges represent an accrual or reserve for potential cash items in any future period, (A) UNFI may elect not to add back such non-cash charge in the current period and (B) to the extent UNFI elects to add back such non-cash charge, the subsequent cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA for such period to such extent) or other items classified by UNFI as special items;

(ix) acquisition integration costs and fees, including cash severance payments made in connection with acquisitions;

(x) the fees and expenses paid to third parties during such period that directly arise out of and are incurred in connection with any Permitted Acquisition, investment, asset disposition, issuance or repayment of debt, issuance of equity securities, refinancing transaction or amendment or other modification of any debt instrument (in each case, including any such transaction consummated prior to the Closing Date and any such transaction undertaken but not completed, and including transaction expenses incurred in connection therewith) or early extinguishment of Debt to the extent such items were subject to capitalization prior to the effectiveness of Accounting Standards Codification Topic 805 Business Combinations but are required under such statement to be expensed currently; and

(xi) any costs or expenses incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or stockholders agreement to the extent that such costs or expenses are funded with cash proceeds contributed to the capital of UNFI or net cash proceeds of issuance of Equity Interests of UNFI (provided that such net cash proceeds shall not increase the Available Amount);

minus

(c) to the extent included in the determination of Consolidated Net Income for such period, non-cash items increasing Consolidated Net Income of UNFI and its Restricted Subsidiaries for such period (but excluding any such items (A) in respect of which cash was

received in a prior period or will be received in a future period or (B) which represent the reversal of any accrual of, or cash reserve for, anticipated cash charges that reduced Consolidated EBITDA in any prior period).

There shall be included in determining Consolidated EBITDA for any period, without duplication, (A) the Acquired EBITDA of any Person, property, business or asset acquired by any Borrower or any Subsidiary during such period (but not the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired), to the extent not subsequently sold, transferred or otherwise disposed of by such Borrower or such Restricted Subsidiary during such period (each such Person, property, business or asset acquired and not subsequently so disposed of, an "Acquired Entity or Business"), and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a "Converted Restricted Subsidiary"), based on the actual Acquired EBITDA of such Acquired Entity or Business or Converted Restricted Subsidiary for such period (including the portion thereof occurring prior to such acquisition) and (B) an adjustment in respect of each Acquired Entity or Business equal to the amount of the Pro Forma Adjustment with respect to such Acquired Entity or Business for such period (including the portion thereof occurring prior to such acquisition) as specified in a certificate executed by a Senior Officer and delivered to the Lenders and the Administrative Agent. For purposes of determining the Consolidated EBITDA for any period, there shall be excluded in determining Consolidated EBITDA for any period the Disposed EBITDA of any Person, property, business or asset (other than any Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or classified as discontinued operations by any Borrower or any Subsidiary during such period (each such Person, property, business or asset so sold or disposed of, a "Sold Entity or Business") and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a "Converted Unrestricted Subsidiary"), based on the actual Disposed EBITDA of such Sold Entity or Business or Converted Unrestricted Subsidiary for such period (including the portion thereof occurring prior to such sale, transfer or disposition).

Consolidated First Lien Net Leverage Ratio: with respect to any most recently ended Test Period calculated on a pro forma basis, the ratio of (a) Consolidated Total Debt (i) that is secured by a Lien on the Collateral on a pari passu or senior priority basis with the Liens securing the Term Loan Facility (but without regard to the control of remedies) or (ii) that constitutes Finance Lease obligations of UNFI or any of its Restricted Subsidiaries, plus, the principal amount of Obligations, as of the last day of such most recently ended Test Period calculated on a pro forma basis to (b) Consolidated EBITDA of the Borrowers and the Restricted Subsidiaries for such most recently ended Test Period calculated on a pro forma basis.

Consolidated Interest Expense: with respect to any Person for any period (and with respect to the Borrowers and Subsidiaries, such Persons on a consolidated basis), without duplication, the sum of:

(a) consolidated interest expense of such Person for such period, to the extent such expense was deducted (and not added back) in computing Consolidated Net Income (including (i) amortization of original issue discount or premium resulting from the issuance of Debt at less than par, (ii) amortization of deferred financing costs, debt issuance costs, commissions, fees and expenses, (iii) all commissions, discounts and other fees and charges owed with respect to letters of credit or bankers acceptances, (iv) non-cash interest payments, (v) the interest component of Finance Lease obligations and (vi) net payments, if any, pursuant to interest rate obligations under any Hedging Agreements with respect to Debt); plus

(b) consolidated capitalized interest of such Person for such period, whether paid or accrued;less

(c) interest income for such period.

For purposes of this definition, interest on a Finance Lease obligation shall be deemed to accrue at an interest rate reasonably determined by such Person to be the rate of interest implicit in such Finance Lease obligation in accordance with GAAP.

Consolidated Net Income: for any period, the consolidated net income (loss) attributable to UNFI for such period determined on a consolidated basis in accordance with GAAP; provided, however, that there will not be included in such Consolidated Net Income (to the extent otherwise included therein), without duplication (net of the related tax effects according to GAAP):

(a) the net income (or loss) of any Person that is not a Restricted Subsidiary, except to the extent such income has actually been distributed in cash to UNFI or any Restricted Subsidiary during such period;

(b) any extraordinary, exceptional, unusual or nonrecurring gain, loss, charge or expense, or any charges, expenses or reserves in respect of any restructuring, relocation, redundancy or severance expense, new product introductions or one-time compensation charges;

(c) the cumulative effect of any change in accounting principles;

(d) any amount included in Consolidated Net Income attributable to noncontrolling interests pursuant to the application of Accounting Standards Codification Topic 810-10-45; or

(e) gains and losses from dispositions of assets outside the ordinary course of business or upon early retirement of Indebtedness.

Consolidated Secured Net Leverage Ratio: with respect to any most recently ended Test Period calculated on a pro forma basis, the ratio of (a) Consolidated Total Debt that is secured by a Lien on the property of UNFI or any of its Restricted Subsidiaries and (b) Consolidated EBITDA of the Borrowers and the Restricted Subsidiaries for such most recently ended Test Period calculated on a pro forma basis.

Consolidated Total Debt: as of any date of determination, (a) the aggregate principal amount of Debt of UNFI and its Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP (but excluding the effects of any discounting of Debt resulting from the application of purchase accounting in connection with any Permitted Acquisition), consisting of Debt for borrowed money (including obligations evidenced by bonds, debentures, notes, loan agreements or other similar instruments), Finance Lease obligations, Purchase Money Debt and letters of credit (but only to the extent any letter of credit has been drawn but not reimbursed) minus (b) the aggregate amount of unrestricted cash and Cash Equivalents (in each case, free and clear of all Liens other than any nonconsensual Lien that is permitted under the Loan Documents, Liens of the Administrative Agent, Liens in favor of the Term Loan Facility Agent under the Term Loan Facility Documents and any Liens securing other Debt permitted hereunder to be secured by a Lien on the Collateral along with the Obligations), which aggregate amount of cash and Cash Equivalents shall be determined without giving pro forma effect to the proceeds of Debt incurred on such date; provided that Consolidated Total Debt shall not include obligations under Hedging Agreements entered into in the ordinary course of business and not for speculative purposes or Permitted Receivables Financings.

Consolidated Total Net Leverage Ratio: with respect to any most recently ended Test Period calculated on a pro forma basis, the ratio of (a) Consolidated Total Debt as of the last day of such any most recently ended Test Period calculated on a pro forma basis to (b) Consolidated EBITDA of the

Borrowers and the Restricted Subsidiaries for such most recently ended Test Period calculated on a pro forma basis.

Contingent Obligation: any obligation of a Person arising from a guaranty, indemnity or other assurance of payment or performance of any Debt or dividend ("primary obligations") of another obligor ("primary obligor") in any manner, whether directly or indirectly, including any obligation of such Person under any (a) guaranty, endorsement, co-making or sale with recourse of an obligation of a primary obligor; (b) obligation to make take-or-pay or similar payments regardless of nonperformance by any other party to an agreement; and (c) arrangement (i) to purchase any primary obligation or security therefor, (ii) to supply funds for the purchase or payment of any primary obligation, (iii) to maintain or assure working capital, equity capital, net worth or solvency of the primary obligor, (iv) to purchase Property or services for the purpose of assuring the ability of the primary obligor to perform a primary obligation, or (v) otherwise to assure or hold harmless the holder of any primary obligation against loss in respect thereof. The amount of any Contingent Obligation shall be deemed to be the stated or determinable amount of the primary obligation (or, if less, the maximum amount for which such Person may be liable under the instrument evidencing the Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability with respect thereto as estimated by UNFI in good faith.

Contribution Debt: unsecured Debt of any Borrower or any Subsidiary in an amount equal to the aggregate amount of cash contributions made after the Closing Date to any Borrower in exchange for Qualified Equity Interests of any Borrower, except to the extent utilized in connection with any other transaction permitted by **Section 10.2.8** and **Section 10.2.9** and except to the extent such amount increases the Available Equity Amount.

Converted Restricted Subsidiary: as defined in the definition of "Consolidated EBITDA".

Converted Unrestricted Subsidiary: as defined in the definition of "Consolidated EBITDA".

Covered Entity: any of the following: (a) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (b) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

CORRA: a rate equal to the Canadian Overnight Repo Rate Average as administered and published by the CORRA Administrator.

CORRA Administrator: the Bank of Canada (or any successor administrator of the Canadian Overnight Repo Rate Average).

Covered Party: as defined in **Section 14.23**.

Credit Card Agreements: all agreements now or hereafter entered into by any U.S. Obligor or for the benefit of any U.S. Obligor, in each case with any Credit Card Issuer or any Credit Card Processor with respect to sales transactions involving credit card or debit card purchases.

Credit Card Issuer: any Person (other than an Obligor) who issues or whose members issue credit cards, including, without limitation, MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through World Financial Network National Bank, MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards, including, without limitation, credit or debit cards issued by or

through American Express Travel Related Services Company, Inc., Novus Services, Inc., PayPal and other issuers reasonably acceptable to the Administrative Agent in its Permitted Discretion.

Credit Card Notifications: notifications substantially in the form attached hereto as **Exhibit F**.

Credit Card Processor: any servicing or processing agent or any factor or financial intermediary who facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any U.S. Obligor's sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

Credit Card Receivables: amounts, together with all income, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to a U.S. Obligor resulting from charges by a customer of a U.S. Obligor on credit or debit cards issued by such Credit Card Issuer or processed by such Credit Card Processor (including, without limitation, electronic benefits transfers) in connection with the sale of goods by a U.S. Obligor, or services performed by a U.S. Obligor, in each case in the ordinary course of its business.

Credit Card Receivables Dilution: the percent, determined for the Borrowers' most recent Fiscal Quarter, equal to (a) bad debt write-downs or write-offs, discounts, returns, promotions, credits, credit memos and other dilutive items with respect to Credit Card Receivables, divided by (b) gross sales.

CST Exposure: the sum (without duplication) of (x) the aggregate fair market value (reasonably determined by UNFI in good faith) of all Property disposed of by UNFI and its Subsidiaries in reliance of clause (s) of **Section 10.2.6**, plus (y) the aggregate amount of Investments made by UNFI and its Subsidiaries in reliance of clause (w) of the definition of "Permitted Investment" (in an amount equal to the amount actually invested, giving effect to returns on capital but without giving effect to increases or decreases in value or any cancellation of such investment), plus (z) the aggregate principal amount of Debt of UNFI and its Subsidiaries (including the aggregate principal amount of Debt guaranteed by UNFI and its Subsidiaries) entered into in reliance of clause (y) of **Section 10.2.1**.

Customer Support Transaction: any one of the following transactions entered into in the ordinary course of business of the Obligors and that is consistent with current practice of the Obligors as of the Closing Date: (a) any sublease by an Obligor to a customer of any Obligor of leased real property or leased equipment of such Obligor that constitutes a Finance Lease, (b) any lease by an Obligor to a customer of any Obligor of owned real property or equipment of such Obligor that constitutes a Finance Lease, (c) any assignment of a lease of real property or equipment by any Obligor that constitutes a Finance Lease to a customer of any Obligor in connection with which the assigning Obligor is not released from liability under such lease, (d) any guarantee by an Obligor for the benefit of a third party of Debt or operating lease obligations of a customer of any Obligor, (e) any loan of money or property (other than ABL Priority Collateral) by an Obligor to a customer, (f) any other transfer of equipment or Real Estate not otherwise permitted pursuant to this Agreement by an Obligor to a customer and (g) cash payments to new or existing customers to secure, maintain or expand business; provided, that, the foregoing clauses (a) through (g) shall not be construed to apply to the sale of inventory on credit by any Obligor to a customer in the ordinary course of business.

CWA: the Clean Water Act (33 U.S.C. §§ 1251 et seq.).

Debt: as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the maximum amount (after giving effect to any prior drawings or reductions which may have been reimbursed) of all letters of credit (including standby and commercial), banker's acceptances, bank guaranties, surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) net obligations of such Person under any Hedging Agreement;

(d) all obligations of such Person to pay the deferred purchase price of property or services (other than (i) trade accounts payable in the ordinary course of business and (ii) any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and is not paid within thirty (30) days after becoming due and payable);

(e) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Debt;

(g) all obligations of such Person in respect of Disqualified Equity Interests; and

(h) all Contingent Obligations of such Person in respect of any of the foregoing.

For all purposes hereof, the Debt of any Person shall (A) include the Debt of any partnership or joint venture (other than a joint venture that is itself a corporation, company, or limited liability company) in which such Person is a general partner or a joint venturer, except to the extent such Person's liability for such Debt is otherwise limited and (B) in the case of the Borrowers and the Subsidiaries, exclude (x) all intercompany Debt having a term not exceeding 364 days (inclusive of any roll-over or extensions of terms) and made in the ordinary course of business consistent with past practice, (y) all COLI Loans and (z) Debt or Contingent Obligations in connection with any transaction described in clauses (a), (c) or (d) of the definition of "Customer Support Transactions" that is (i) with any customer having a corporate credit rating, family rating or long term debt rating of BBB- or higher by S&P and Baa3 or higher by Moody's or (ii) in an amount not exceeding at any one time $35,000,000. The amount of any net obligation under any Hedging Agreement on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of Debt of any Person for purposes of clause (e) shall be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Debt and (ii) the fair market value of the property encumbered thereby as determined by such Person in good faith.

Debt Fund Affiliate: an Affiliate of a Company Competitor that is a bona fide debt fund or an investment vehicle that is primarily engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of its business and with respect to which neither such Company Competitor nor any other Affiliate of such Company Competitor (other than other Debt Fund Affiliates) makes investment decisions or has the power, directly or indirectly, to direct or cause the direction of such Debt Fund Affiliate's investment decisions.

Default: an event or condition that, with the lapse of time or giving of notice, would constitute an Event of Default.

Default Rate: for any Obligation (including, to the extent permitted by law, interest not paid when due), 2% plus the interest rate otherwise applicable thereto.

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: any Lender that (a) has failed to comply with its funding obligations hereunder, and such failure is not cured within two (2) Business Days; (b) has notified Administrative Agent or any Borrower that such Lender does not intend to comply with its funding obligations hereunder or has made a public statement to that effect; (c) has failed, within three (3) Business Days following request by Administrative Agent or any Borrower, to confirm in a manner satisfactory to Administrative Agent and Borrowers that such Lender will comply with its funding obligations hereunder; (d) has, or has a direct or indirect parent company that has, become the subject of an Insolvency Proceeding (including reorganization, liquidation, or appointment of a receiver, interim receiver, receiver manager, custodian, administrator or similar Person by the Federal Deposit Insurance Corporation or any other regulatory authority) or (e) become the subject of a Bail-in Action; provided, however, that a Lender shall not be a Defaulting Lender solely by virtue of a Governmental Authority's ownership of an equity interest in such Lender or parent company unless the ownership provides immunity for such Lender from jurisdiction of courts within the United States or from enforcement of judgments or writs of attachment on its assets, or permits such Lender or Governmental Authority to repudiate or otherwise to reject such Lender's agreements.

Defaulting Lender Rate: (a) for the first three (3) days from and after the date the relevant payment is due, the Base Rate, and (b) thereafter, the interest rate then applicable to U.S. Revolver Loans that are Base Rate Loans (inclusive of the Applicable Margin).

Deposit Account Control Agreements: the deposit account control agreements to be executed by any institution maintaining a Deposit Account (that does not constitute Excluded Property) for an Obligor, in favor of the Administrative Agent, for the benefit of the Secured Parties, as security for the Obligations.

Designated Non-Cash Consideration: the fair market value of non-cash consideration received by any Borrower or any Subsidiary in connection with an Asset Disposition pursuant to **Section 10.2.6(m)** that is designated as Designated Non-Cash Consideration pursuant to a certificate of a Senior Officer of UNFI setting forth the basis of such valuation.

Dilution: the percent, determined for Borrowers' most recent Fiscal Quarter, equal to (a) bad debt write-downs or write-offs, discounts, returns, promotions, credits, credit memos and other dilutive items with respect to Accounts, divided by (b) gross sales.

Disposed EBITDA: with respect to any Sold Entity or Business or any Converted Unrestricted Subsidiary for any period, the amount for such period of Consolidated EBITDA of such Sold Entity or Business or such Converted Unrestricted Subsidiary, all as determined (which determination shall be made, or estimated, by UNFI in good faith in a manner substantially consistent with this Agreement) on a consolidated basis for such Sold Entity or Business or such Converted Unrestricted Subsidiary.

Disqualified Equity Interests: any Equity Interest that, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable), or upon the

happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of an initial public offering, change of control or asset sale so long as any rights of the holders thereof upon the occurrence of an initial public offering, change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations (other than contingent indemnification and expense reimbursement obligations as to which no claim has been made and Secured Bank Product Obligations) that are accrued and payable and the termination of the U.S. Revolver Commitments, the Canadian Commitments and all outstanding Letters of Credit (unless Cash Collateralized or backstopped in a manner reasonably acceptable to the applicable Issuing Bank), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Debt or any other Equity Interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is ninety-one (91) days after the latest Termination Date at the time such Equity Interests are issued.

Disqualified Institution: unless otherwise consented to by UNFI in writing, (a) those banks, financial institutions or other Persons separately identified in writing by UNFI prior to the date of the Closing Date, (b) Company Competitors identified by UNFI to the Administrative Agent by name in writing from time to time after the Closing Date or (c) any affiliates of the foregoing that are readily identifiable by virtue of their names or that are identified in writing by UNFI to the Administrative Agent from time to time, but excluding Debt Fund Affiliates. Notwithstanding anything in the Loan Documents to the contrary, the Administrative Agent shall not be responsible (or have any liability) for, or have any duty to ascertain, inquire into, monitor or enforce compliance with the provisions thereof relating to Disqualified Institutions. Without limiting the generality of the foregoing, the Administrative Agent shall not (1) be obligated to ascertain, monitor or inquire as to whether any Lender or participant or prospective Lender or participant is a Disqualified Institution or (2) have any liability with respect to or arising out of any assignment or participation of Loans or commitments, or disclosure of confidential information, to any Disqualified Institution; provided, that (i) any permitted updates to the list of Disqualified Institutions will not become effective until one (1) Business Day after such update has been provided to the Administrative Agent and (ii) no updates to the list of Disqualified Institutions shall be deemed to retroactively disqualify any parties that have previously acquired an assignment or participation interest in respect of the U.S. Revolver Commitments, the Canadian Commitments and Loans from continuing to hold or vote such previously acquired assignments and participations on the terms set forth herein for Lenders that are not Disqualified Institutions.

Distribution: any declaration or payment of a distribution, interest or dividend on any Equity Interest (other than payment-in-kind); or any purchase, redemption, or other acquisition or retirement for value of any Equity Interest; or any payment or repurchase permitted under **Section 10.2.4(b)**.

Distributions Payment Conditions: as defined in the final paragraph of **Section 10.2.4**.

Domestic Guarantor: any Guarantor that is a Domestic Subsidiary.

Domestic Subsidiary: any Subsidiary that is organized under the laws of any political subdivision of the United States other than any FSHCO.

Dominion Account: a special account established by any Obligor at Wells Fargo or another bank acceptable to Administrative Agent, over which the Administrative Agent has exclusive control for withdrawal purposes.

Drawing Document: any Letter of Credit or other document presented for purposes of drawing under any Letter of Credit, including by electronic transmission such as SWIFT, electronic mail, facsimile or computer generated communication.

EEA Financial Institution: (a) any credit institution or investment firm established in any EEA Member Country that is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country that is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country that 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: any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

EEA Resolution Authority: 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.

Eligible Account: an Account owing to an Obligor that arises in the Ordinary Course of Business from the sale of goods or rendition of services, is payable in U.S. Dollars (or U.S. Dollars or Canadian Dollars in respect of Accounts owing to the Canadian Borrower or any other Canadian Obligor) and is deemed by Administrative Agent, in its Permitted Discretion to be an Eligible Account. Without limiting the foregoing, no Account shall be an Eligible Account if:

(a) it is unpaid for more than sixty (60) days after the original due date, or more than ninety (90) days after the original invoice date;

(b) 50% or more of the Accounts owing by the Account Debtor are not Eligible Accounts under the foregoing clause (a);

(c) when aggregated with other Accounts owing by the Account Debtor, it exceeds 25% of the aggregate Eligible Accounts (or such higher percentage as Administrative Agent may establish for the Account Debtor from time to time), to the extent of such excess;

(d) it does not conform with a covenant or representation herein;

(e) it is owing by a creditor or supplier, or is otherwise subject to a potential offset, counterclaim, dispute, deduction, discount, recoupment, reserve, defense, chargeback, credit or allowance (but ineligibility shall be limited to the amount thereof); provided, that no Account that otherwise constitutes an Eligible Account shall be rendered ineligible by virtue of this clause (e) to the extent, but only to the extent, that the Account Debtor's right to set-off is limited by an enforceable agreement that is reasonably satisfactory to the Administrative Agent;

(f) an Insolvency Proceeding has been commenced by or against the Account Debtor; or the Account Debtor has failed, has suspended or ceased doing business, is liquidating, dissolving or winding up its affairs, is not Solvent, or is the subject of any Sanctions, including but not limited to being a Sanctioned Person or Sanctioned Entity; or the applicable Obligor is not able to bring suit or enforce remedies against the Account Debtor through judicial process;

(g) the Account Debtor is organized or has its principal offices or assets outside the United States or Canada, unless the Account is supported by a letter of credit (delivered to and

directly drawable by the Administrative Agent) or credit insurance satisfactory in all respects to the Administrative Agent;

(h) it is owing by a Governmental Authority, unless (i) with respect to an Account owing to any U.S. Obligor, the Account Debtor is the United States or any department, agency or instrumentality thereof and the Account has been assigned to Administrative Agent in compliance with the federal Assignment of Claims Act or (ii) with respect to an Account owing to the Canadian Borrower, the Account Debtor is the Canadian government (~~Her~~His Majesty The ~~Queen~~King in Right of Canada) or a political subdivision thereof, or any province or territory, or any department, agency or instrumentality thereof and the Account has been assigned to the Administrative Agent in compliance with the Financial Administration Act (Canada);

(i) it is not subject to a duly perfected, first priority Lien in favor of the Administrative Agent, or is subject to any other Lien (other than a Permitted Lien in favor of the Term Loan Facility Agent that is subject to the Intercreditor Agreement);

(j) the goods giving rise to it have not been delivered to the Account Debtor, the services giving rise to it have not been accepted by the Account Debtor, or it otherwise does not represent a final sale;

(k) (i) it is evidenced by Chattel Paper or an Instrument of any kind, unless such Chattel Paper or Instrument is in the possession of the Administrative Agent, and to the extent necessary or appropriate, endorsed to the Administrative Agent or (ii) has been reduced to judgment;

(l) (A) its payment has been extended except to the extent granted in the ordinary course of business or (B) the Account Debtor has made a partial payment;

(m) it arises from a sale to an Affiliate that is a Subsidiary or in which any Obligor has a direct or indirect controlling interest, from a sale on a cash-on-delivery, bill-and-hold, sale-or-return, sale-on-approval, consignment, or other repurchase or return basis, or from a sale for personal, family or household purposes;

(n) it represents a progress billing or retainage, or relates to services for which a performance, surety or completion bond or similar assurance has been issued;

(o) the portion, if any, that it includes a billing for interest, fees or late charges, but ineligibility shall be limited to the extent thereof;

(p) the Account is owed by an Account Debtor that has a pending PACA Claim or PSA Claim being asserted against a Borrower or any Subsidiary at the time that the Eligible Accounts are being determined;

(q) the Account constitutes a Credit Card Receivable or a Pharmacy Receivable;

(r) [reserved];

(s) the Account is subject to any factoring arrangement;

(t) the Account is owed to an Obligor by an Account Debtor that is a party to a Permitted Receivables Financing with such Obligor (irrespective of whether such Account is subject to a Permitted Receivables Financing); or

(u) if acquired in a Permitted Acquisition or which is not of the type in the ordinary course of a Borrower's business, until the Administrative Agent has completed or received such due diligence as the Administrative Agent may reasonably require in its Permitted Discretion (including a field examination with respect thereto, which will not be considered for purposes of any of the limitations in Section 10.1.1), all of the results of the foregoing to be reasonably satisfactory to the Administrative Agent in its Permitted Discretion.

In calculating delinquent portions of Accounts under clauses (a) and (b) above, credit balances more than ninety (90) days old will be excluded.

Eligible Assignee: a Person that is (a) a Lender, Affiliate of a Lender or Approved Fund; or (b) any other financial institution approved by UNFI (which approval shall not be unreasonably withheld or delayed, and shall be deemed given if no objection is made within ten (10) Business Days after UNFI's receipt of notice of the proposed assignment), the Administrative Agent and each Issuing Bank (such consent not to be unreasonably withheld or delayed) that extends revolving credit facilities of this type in its ordinary course of business; provided that UNFI's consent shall not be required during any Event of Default pursuant to**Section 11.1(a), (i) or (j)**; provided, further, that in no event shall a Defaulting Lender or a Disqualified Institution be an Eligible Assignee.

Eligible Credit Card Receivables: at the time of any determination thereof, each Credit Card Receivable that at all times satisfies the criteria set forth below and which has been earned by performance and represents the bona fide amounts due to a U.S. Obligor from a Credit Card Processor and/or Credit Card Issuer, and in each case originated in the ordinary course of business of such U.S. Obligor and which, in the Permitted Discretion of the Administrative Agent, is deemed an Eligible Credit Card Receivable. Without limiting the foregoing, in order to be an Eligible Credit Card Receivable, an Account shall indicate no Person other than a U.S. Obligor as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual fees, discounts, claims or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a U.S. Obligor may be obligated to rebate to a customer, a Credit Card Processor or Credit Card Issuer 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 the Obligors to reduce the amount of such Credit Card Receivable. Eligible Credit Card Receivables shall not include any Credit Card Receivable:

(a) which is unpaid more than five (5) Business Days after the date of determination of eligibility thereof;

(b) where such Credit Card Receivable or the underlying contract contravenes any laws, rules or regulations applicable thereto, including, rules and regulations relating to truth-in-lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy or any party to the underlying contract is in violation of any such laws, rules or regulations;

(c) which is not a valid, legally enforceable obligation of the applicable Credit Card Issuer or Credit Card Processor with respect thereto;

(d) which is disputed, is with recourse due to the creditworthiness of the cardholder, or with respect to which a claim, chargeback, offset, deduction or counterclaim, dispute or other defense has been asserted (to the extent of such claim, chargeback, offset, deduction or counterclaim, dispute or other defense);

(e) that is not subject to a perfected, first priority security interest in favor of the Administrative Agent senior in right of security to all other security interests thereon, or with respect to which a Borrower does not have good, valid and marketable title thereto, free and clear of any Lien, other than Liens granted to the Administrative Agent pursuant to the Security Documents and Liens permitted under clauses **(c)**, **(d)** or **(p)** of **Section 10.2.2** or a Permitted Lien in favor of the Term Loan Facility Agent that is subject to the Intercreditor Agreement;

(f) which does not conform to all representations, warranties or other provisions in the Loan Documents relating to Credit Card Receivables;

(g) which does not constitute an "Account" or "Payment Intangible" (as each such term is defined in the UCC);

(h) as to which the Credit Card Issuer or Credit Card Processor has asserted the right to require any U.S. Obligor to repurchase such Credit Card Receivable from such Credit Card Issuer or Credit Card Processor;

(i) which is due from a Credit Card Issuer or Credit Card Processor which is the subject of an Insolvency Proceeding;

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

(k) which is a Pharmacy Receivable or an Eligible Account;

(l) which arise from the "Purchase Advantage" private label credit card of any U.S. Obligor or any other proprietary credit card of any U.S. Obligor where such any U.S. Obligor has liability for the failure of the card holder to make payment thereunder as a result of the financial condition of such card holder;

(m) which is payable in any currency other than U.S. Dollars;

(n) which the Administrative Agent determines in its Permitted Discretion to be uncertain of collection;

(o) [reserved];

(p) which is subject to any factoring arrangement;

(q) which Credit Card Receivable is owed to an Obligor by a Credit Card Issuer or Credit Card Processor that is a party to a Permitted Receivables Financing with such Obligor (irrespective of whether such Credit Card Receivable is subject to a Permitted Receivables Financing); or

(r) if acquired in a Permitted Acquisition or which is not of the type in the ordinary course of a Borrower's business, until the Administrative Agent has completed or received such

due diligence as the Administrative Agent may reasonably require in its Permitted Discretion (including a field examination with respect thereto, which will not be considered for purposes of any of the limitations in Section 10.1.1), all of the results of the foregoing to be reasonably satisfactory to the Administrative Agent in its Permitted Discretion.

Eligible Inventory: Inventory owned by an Obligor that Administrative Agent, in its Permitted Discretion, deems to be Eligible Inventory. Without limiting the foregoing, no Inventory shall be Eligible Inventory unless it:

(a) is finished goods or raw materials, and not work-in-process, packaging or shipping materials, labels, samples, display items, bags, replacement parts or manufacturing supplies;

(b) is not held on consignment unless by an Obligor, nor subject to any deposit or down payment;

(c) is in new and saleable condition and is not damaged, defective, shopworn or otherwise unmerchantable for sale;

(d) is not slow-moving, obsolete or unmerchantable, and does not constitute returned or repossessed goods;

(e) is not perishable (with perishable Inventory including perishable agricultural or farming products such as fruits, vegetables or meat); provided that any Inventory that is perishable (including perishable agricultural or farming products such as fruits, vegetables or meat) may constitute Eligible Inventory for purposes of the U.S. Revolver Borrowing Base, Canadian Borrowing Base or FILO Borrowing Base, as applicable, to the extent that the Value thereof does not exceed twenty-five percent (25%) of ~~the~~such U.S. Revolver Borrowing Base (calculated without giving effect to the FILO Pushdown Reserve), Canadian Borrowing Base or FILO Borrowing Base, as applicable;

(f) meets all applicable standards imposed by any Governmental Authority having regulatory authority over such Inventory, and does not constitute Hazardous Materials;

(g) conforms with the covenants and representations herein;

(h) is subject to the Administrative Agent's duly perfected, first priority Lien, and no other Lien (other than a Permitted Lien in favor of the Term Loan Facility Agent that is subject to the Intercreditor Agreement);

(i) is within the continental United States or Canada, is not in transit except between locations of Obligors and is not consigned to any Person;

(j) is not subject to any warehouse receipt or negotiable document;

(k) is not subject to any License or other arrangement that restricts such Obligor's or Administrative Agent's right to dispose of such Inventory, unless the Administrative Agent has received an appropriate Lien Waiver;

(l) is not located on leased premises or in the possession of a warehouseman, processor, repairman, mechanic, shipper, freight forwarder or other Person, unless the lessor or

such Person has delivered a Lien Waiver or an appropriate Rent and Charges Reserve has been established; and

(m) [reserved]; and

(n) if acquired in a Permitted Acquisition or which is not of the type usually sold in the ordinary course of a Borrower's business, until the Administrative Agent has completed or received (A) an appraisal of such Inventory from appraisers reasonably satisfactory to the Administrative Agent and establishes an Inventory advance rate and Availability Reserves (if applicable) therefor, and otherwise agrees that such Inventory shall be deemed Eligible Inventory, and (B) such other due diligence as the Administrative Agent may reasonably require (including a field examination with respect thereto, which will not be considered for purposes of any of the limitations in Section 10.1.1), all of the results of the foregoing to be reasonably satisfactory to the Administrative Agent.

Eligible Pharmacy Receivables: at the time of any determination thereof, each Pharmacy Receivable that at all times satisfies the criteria set forth below and which has been earned by performance, and in each case originated in the ordinary course of business of any U.S. Obligor and which, in the Permitted Discretion of the Administrative Agent, is deemed to be an Eligible Pharmacy Receivable. In determining the amount to be so included, the face amount of a Pharmacy Receivable shall be reduced by, without duplication, to the extent not reflected in such face amount, (1) any and all returns, accrued rebates, discounts (which may, at the Administrative Agent's option, be calculated on shortest terms), credits, allowances or sales or excise taxes of any nature at any time issued, owing, claimed by Account Debtors, granted, outstanding or payable in connection with such Pharmacy Receivables at such time, and (2) the aggregate amount of all customer deposits, unapplied cash, bonding subrogation rights to the extent not cash collateralized. Eligible Pharmacy Receivables shall not include any Pharmacy Receivable:

(a) which is unpaid within the earlier of thirty (30) days following its original due date or sixty (60) days following its original invoice date;

(b) that is the obligation of an Account Debtor (or its Affiliates) if fifty percent (50%) or more of the dollar amount of all Pharmacy Receivables owing by that Account Debtor (or its Affiliates) are ineligible under the other criteria listed in clause (a) above;

(c) where such Pharmacy Receivable or the underlying contract contravenes any laws, rules or regulations applicable thereto, including, rules and regulations relating to truth-in-lending, fair credit billing, fair credit reporting, equal credit opportunity, fair debt collection practices and privacy or any party to the underlying contract is in violation of any such laws, rules or regulations;

(d) which is not a valid, legally enforceable obligation of the applicable Account Debtor with respect thereto;

(e) which is disputed, or with respect to which a claim, chargeback, offset, deduction or counterclaim, dispute or other defense has been asserted (to the extent of such claim, chargeback, offset, deduction or counterclaim, dispute or other defense);

(f) that is not subject to a perfected, first priority security interest in favor of the Administrative Agent, or with respect to which a U.S. Obligor does not have good, valid and marketable title thereto, free and clear of any Lien, other than Liens granted to the

Administrative Agent pursuant to the Security Documents and Liens permitted under clauses **(c)**, **(d)** or **(p)** of **Section 10.2.2** or a Permitted Lien in favor of the Term Loan Facility Agent that is subject to the Intercreditor Agreement;

(g) which does not conform to all representations, warranties or other provisions in the Loan Documents relating to Pharmacy Receivables;

(h) which does not constitute an "Account" or "Payment Intangible" (as each such term is defined in the UCC);

(i) which is due from an Account Debtor which is the subject of an Insolvency Proceeding; or which is due from an Account Debtor which is subject to any Sanctions, including but not limited to being a Sanctioned Person or Sanctioned Entity;

(j) where the Account Debtor obligated upon such Pharmacy Receivable suspends business, makes a general assignment for the benefit of creditors or fails to pay its debts generally as they come due;

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

(l) which is a Credit Card Receivable or an Eligible Account;

(m) which do not direct payment thereof to be sent to a Dominion Account;

(n) which is payable in any currency other than U.S. Dollars;

(o) for which the Account Debtor is (i) any Governmental Authority (including, without limitation, Medicare, Medicaid and food assistance programs) or (ii) a Credit Card Issuer or Credit Card Processor;

(p) for which the Account Debtor is not a (i) retail customer or (ii) Third Party Payor;

(q) that does not arise from the sale of medication, medical equipment or other medical items by such U.S. Obligor in the ordinary course of its business;

(r) with respect to an Account Debtor whose total obligations owing to U.S. Obligor exceed fifteen percent (15%) (or, in the case of an Investment Grade Account Debtor, 25%) (such percentage, as applied to a particular Account Debtor, being subject to reduction by Administrative Agent in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates or otherwise, in any event, as applied to a particular Account Debtor being subject to increase as to such Account Debtor by Administrative Agent in its Permitted Discretion) of all Eligible Pharmacy Receivables, to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided, that, in each case, the amount of Eligible Pharmacy Receivables that are excluded because they exceed the foregoing percentage shall be determined by Administrative Agent based on all of the otherwise Eligible Pharmacy Receivables prior to giving effect to any eliminations based upon the foregoing concentration limit;

(s) (i) upon which such U.S. Obligor's right to receive payment is not absolute or is contingent upon the fulfillment of any condition whatsoever, (ii) as to which Pharmacy

Receivable the Account Debtor is located in a state requiring the filing of a Notice of Business Activities Report or similar report in order to permit such U.S. Obligor to use the courts of such state or to otherwise seek judicial enforcement of payment of such Pharmacy Receivable, in each case unless such U.S. Obligor has qualified to do business in such state or has filed a Notice of Business Activities Report (or equivalent report, as applicable) for the most recent year for which such qualification or report is required (in each case to the extent that the Administrative Agent has determined to render such Pharmacy Receivable ineligible), or (iii) if the Pharmacy Receivable represents a progress billing consisting of an invoice for goods sold or used or services rendered pursuant to a contract under which the Account Debtor's obligation to pay that invoice is subject to such U.S. Obligor's completion of further performance under such contract or is subject to the equitable lien of a surety bond issuer;

(t) to the extent any U.S. Obligor or any Subsidiary thereof is (i) liable for goods sold or services rendered by the applicable Account Debtor to any U.S. Obligor or any Subsidiary thereof, or (ii) liable for accrued and actual discounts, claims, unpaid fees, credit or credits pending, promotional program allowances, price adjustment, finance charges or other allowances (including any amount that any U.S. Obligor or any Subsidiary thereof, as applicable, may be obligated to rebate to a customer pursuant to the terms of any agreement or understanding (whether written or oral)), but in each case only to the extent of the potential offset resulting therefrom;

(u) that is the obligation of an Account Debtor located in a foreign country unless payment thereof is supported by an irrevocable letter of credit reasonably satisfactory to the Administrative Agent as to form, substance and issuer or domestic confirming bank (provided, that, at any time an Event of Default exists, in addition, any such letter of credit shall have been delivered to Administrative Agent and shall be directly drawable by Administrative Agent) or is covered by credit insurance in form, substance and amount, and by an insurer, reasonably satisfactory to Administrative Agent;

(v) with respect to which an invoice, reasonably acceptable to the Administrative Agent in form, has not been sent to the applicable Account Debtor or such invoice does not include a true and correct statement of the bona fide payment obligation incurred in the amount of the Pharmacy Receivable for medication, medical equipment or other medical items sold to and accepted by the applicable Account Debtor;

(w) in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by an Account Debtor may be conditional;

(x) as to which any check, draft or other items of payment has previously been received which has been returned unpaid or otherwise dishonored;

(y) to the extent such Pharmacy Receivable consists of finance charges as compared to obligations to such U.S. Obligor for goods sold;

(z) to the extent such Pharmacy Receivable exceeds any credit limit established by the Administrative Agent in its Permitted Discretion, but only after a determination made by the Administrative Agent in its Permitted Discretion that the creditworthiness of such applicable Account Debtor has declined in such a manner that the prospects for payment on such Pharmacy Receivable have or may become materially impaired;

(aa) which the Administrative Agent determines in its Permitted Discretion to be uncertain of collection;

(bb) [reserved];

(cc) which is subject to any factoring arrangement;

(dd) which Pharmacy Receivable is owed to an Obligor by an Account Debtor that is a party to a Permitted Receivables Financing with such Obligor (irrespective of whether such Pharmacy Receivable is subject to a Permitted Receivables Financing); or

(ee) if acquired in a Permitted Acquisition or which is not of the type in the ordinary course of a Borrower's business, until the Administrative Agent has completed or received such due diligence as the Administrative Agent may reasonably require in its Permitted Discretion (including a field examination with respect thereto, which will not be considered for purposes of any of the limitations in Section 10.1.1), all of the results of the foregoing to be reasonably satisfactory to the Administrative Agent in its Permitted Discretion.

Any Pharmacy Receivables that are not Eligible Pharmacy Receivables shall nevertheless be part of the ABL Priority Collateral.

Eligible Prescription Files: at the time of any determination thereof, each Prescription File that at all times satisfies the criteria set forth below and which arises and is maintained in the ordinary course of the business of any U.S. Obligor and which is of a type included in an appraisal of Prescription Files received by the Administrative Agent in accordance with the requirements of the Administrative Agent (including Prescription Files acquired by such U.S. Obligor after the date of such appraisal) and which, in the Permitted Discretion of the Administrative Agent, is deemed to be an Eligible Prescription File. Eligible Prescription Files shall not include any Prescription Files: (a) at premises other than those owned, leased or licensed and in each case controlled by a U.S. Obligor; (b) subject to a Lien in favor of any Person other than Administrative Agent or a Permitted Lien in favor of the Term Loan Facility Agent that is subject to the Intercreditor Agreement; or (c) that are not in a form that may be sold or otherwise transferred or are subject to regulatory restrictions on the transfer thereof that are not acceptable to the Administrative Agent in its Permitted Discretion. The criteria for Eligible Prescription Files set forth above may only be changed and any new criteria for Eligible Prescription Files may be established by the Administrative Agent in the exercise of its Permitted Discretion based solely on either: (i) an event, condition or other circumstance arising after the Closing Date, or (ii) an event, condition or other circumstance existing on the Closing Date to the extent that such event, condition or circumstance has not been identified by a Borrower to the field examiners of Administrative Agent prior to the Closing Date (except to the extent that it may have been identified but the Administrative Agent has elected not to establish eligibility criteria with respect thereto as of the Closing Date), in either case under clause (i) or (ii) which adversely affects or would reasonably be expected to adversely affect the Prescription Files or the Administrative Agent's ability to realize upon the Prescription Files in any material respect, in each case, as determined by Administrative Agent in its Permitted Discretion. Any Prescription Files that are not Eligible Prescription Files shall nevertheless be part of the ABL Priority Collateral.

Enforcement Action: any action to enforce any Obligations (other than Secured Bank Product Obligations) or Loan Documents or to exercise any rights or remedies relating to any Collateral (whether by judicial action, self-help, notification of Account Debtors, exercise of setoff or recoupment, exercise of any right to act in an Obligor's Insolvency Proceeding or to credit bid Obligations, or otherwise).

Environmental Laws: all Applicable Laws (including all programs, permits and guidance promulgated by regulatory agencies), relating to pollution, the protection of the environment or human health and safety, including CERCLA, RCRA and CWA.

Environmental Notice: a written notice from any Governmental Authority or other Person of any possible noncompliance with, investigation of a possible violation of, litigation relating to, or potential fine or liability under any Environmental Law, or with respect to any Environmental Release, environmental pollution or hazardous materials, including any complaint, summons, citation, order, claim, demand or request for correction, remediation or otherwise.

Environmental Release: a release as defined in CERCLA or under any other Environmental Law.

Equity Interest: equity securities, ordinary shares, preference shares, deferred shares, other similar shares, 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 similar rights entitling the holder thereof to purchase or acquire any of the foregoing; provided that "Equity Interests" shall not include Debt that is convertible into Equity Interests.

ERISA: the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

ERISA Affiliate: any trade or business (whether or not incorporated) under common control with an Obligor within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code solely for purposes of provisions relating to Section 412 of the Code).

ERISA Event: (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by any Obligor or ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it 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; (c) a complete or partial withdrawal by any Obligor or ERISA Affiliate from a Multiemployer Plan or receipt by an Obligor of notification that a Multiemployer Plan is or is expected to be insolvent (within the meaning of Section 4245 of ERISA) or in critical status (within the meaning of Section 432 of the Internal Revenue Code or Section 305 of ERISA); (d) the filing of a notice of intent to terminate, the treatment of a plan amendment as a termination of a Pension Plan under Section 4041(c) of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) the determination that any Pension Plan is or is expected to be in "at risk" status (within the meaning of Section 430 of the Code or Section 303 of ERISA); (f) an event or condition which constitutes or might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (g) the failure of an Obligor to satisfy the minimum funding standards with respect to a Pension Plan within the meaning of Section 412 or 430 of the Code or Section 302 or 303 of ERISA, whether or not waived; (h) the imposition of a lien upon any Obligor in favor of the PBGC under Title IV of ERISA; or (i) the imposition of any material liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Obligor.

Erroneous Payment: as defined in **Section 14.25**.

Erroneous Payment Deficiency Assignment: as defined in **Section 14.25**.

Erroneous Payment Impacted Loans: as defined in **Section 14.25**.

Erroneous Payment Return Deficiency: as defined in **Section 14.25**.

ESG: as defined in **Section 2.2**.

ESG Amendment: as defined in **Section 2.2**.

ESG Pricing Provisions: as defined in **Section 2.2**.

ESG Ratings: as defined in **Section 2.2**.

EU Bail-In Legislation Schedule: 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: as defined in **Section 11**.

Excluded Equity: Equity Interests (a) of any Subsidiary acquired pursuant to a Permitted Acquisition financed with Debt permitted pursuant to **Section 10.2.1** if such Equity Interests are pledged and/or mortgaged as security for such Debt and if and for so long as the terms of such Debt prohibit the creation of any other Lien on such Equity Interests (and which prohibition was not created in contemplation of such Permitted Acquisition), (b) of any CFC or FSHCO in excess of 65% of the issued and outstanding voting Equity Interests and 100% of the nonvoting Equity Interests of each such first-tier CFC or FSHCO; provided, that nothing in this clause (b) shall limit the pledge of the Equity Interests of the Canadian Borrower or any Canadian Subsidiary, in each case, to secure Obligations, (c) of any Subsidiary with respect to which the Administrative Agent and UNFI have determined in their reasonable judgment and agreed in writing that the costs of providing a pledge of such Equity Interests or perfection thereof is excessive in view of the benefits to be obtained by the Secured Parties therefrom, (d) of any captive insurance companies, not-for-profit Subsidiaries, special purpose entities, (e) of any non-wholly-owned Subsidiary; (f) of any Subsidiary outside the United States (other than any Guarantor designated as such pursuant to the definition of "Guarantor") the pledge of which is prohibited by applicable Laws or which would reasonably be expected to result in a violation or breach of, or conflict with, fiduciary duties of such Subsidiary's officers, directors or managers and (g) of any Unrestricted Subsidiary.

Excluded Obligor: (a) any Subsidiary that is prohibited by applicable Law or by any contractual obligation existing on the Closing Date (or, if later, the date such Subsidiary first becomes a Subsidiary) from guaranteeing the Obligations (and in the case of such contractual obligation, not entered into in contemplation of the acquisition of such Subsidiary) or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee unless such consent, approval, license or authorization has been received, (b) any Subsidiary acquired pursuant to a Permitted Acquisition that, at the time of such Permitted Acquisition, has assumed secured Debt not incurred in contemplation of such Permitted Acquisition and each Subsidiary that is a Subsidiary thereof that guarantees such Debt to the extent such secured Debt prohibits such Subsidiary from becoming a Guarantor (provided, that each such Subsidiary shall cease to be an Excluded Obligor under this clause (b) if such secured Debt is repaid or becomes unsecured, if such Subsidiary ceases to be an obligor with respect to such secured Debt or such prohibition no longer exists, as applicable), (c) any Immaterial Subsidiary, (d) captive insurance companies, (e) not-for-profit Subsidiaries, (f) special purpose entities, (g) any non-wholly-owned Subsidiary, (h) any Unrestricted Subsidiary, (i) [reserved] and (j) any other Subsidiary with respect to which, in the reasonable judgment of the Administrative Agent, the cost or other consequences (including any adverse tax consequences) of providing a guarantee shall be excessive in view of the benefits to be obtained by the Lenders therefrom; in each case of clauses (c), (f), (h), and

(j) of this definition, unless such Subsidiary is designated by UNFI as a Guarantor pursuant to the definition of "Guarantors".

Excluded Property: (a) any fee-owned real property and any leasehold interests in real property (it being understood that no action shall be required with respect to creation or perfection of security interests with respect to such leases, including to obtain landlord waivers, estoppels or collateral access letters), (b) [reserved]; (c) assets for so long as a pledge thereof or a security interest therein is prohibited by Applicable Law or any permitted contractual obligation binding on such assets on the Closing Date (or, if later, the date such asset or right was acquired by UNFI or the applicable Guarantor (or the date the owner of such asset or right became a Subsidiary) to the extent not entered into in contemplation of such acquisition), or the pledge or creation of a security interest in which would require governmental consent, approval, license or authorization, other than to the extent such prohibition or restriction is rendered ineffective under the UCC, the PPSA or other Applicable Law, (d) margin stock, (e) [reserved], (f) any lease, license or other agreements, or any property subject to a purchase money security interest, Finance Lease or similar arrangements, in each case to the extent permitted under the Loan Documents, to the extent that a pledge thereof or a security interest therein would violate or invalidate such lease, license or agreement, purchase money, Finance Lease or similar arrangement, or create a right of termination in favor of any other party thereto (other than the Borrowers or a Guarantor) after giving effect to the applicable anti-assignment clauses of the Uniform Commercial Code, the PPSA and applicable Laws, other than the proceeds and receivables thereof the assignment of which is expressly deemed effective under applicable Laws notwithstanding such prohibition, (g) any assets (including Equity Interests) owned by any CFC or any FSHCO; provided, that nothing in this clause (g) shall limit the pledge of assets by the Canadian Borrower or any other CFC or FSHCO that is designated a Guarantor pursuant to the definition of "Guarantor" to secure Obligations other than the U.S. Obligations, (h) any assets not of the type eligible to be included in the U.S. Revolver Borrowing Base, Canadian Borrowing Base or FILO Borrowing Base not otherwise excluded by this definition ~~(other than assets of the Canadian Borrower or any other CFC or FSHCO that is designated a Guarantor pursuant to the definition of "Guarantor" to secure Obligations)~~ if a pledge thereof or granting a security interest therein would result in a material adverse tax consequence as reasonably determined by UNFI in consultation with the Administrative Agent ~~,~~ and in writing, (i) assets for which the Administrative Agent and UNFI have determined in their reasonable judgment and agree in writing that the cost of creating such pledges or security interests therein would be excessive in view of the benefits to be obtained by the Lenders therefrom, (j) any intent-to-use trademark application in the United States prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment, or enforcement of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable Federal law and (k) Excluded Equity; provided, however, if any of the foregoing assets (other than those described in clause (a) above) shall constitute collateral or security for the Term Loan Facility, such asset shall not constitute Excluded Property hereunder. Notwithstanding anything to the contrary contained herein, the Obligors shall not be required to take any steps beyond filing a UCC or PPSA financing statement to perfect the Administrative Agent's Liens on the following: (i) motor vehicles and other assets subject to certificates of title to the extent a Lien thereon cannot be perfected by the filing of a UCC or PPSA financing statement, (ii) letter of credit rights to the extent a Lien thereon cannot be perfected by the filing of a UCC or PPSA financing statement, (iii) commercial tort claims expected to result in a recovery of less than an amount to be set forth in the applicable Security Documents, (iv) any cash, deposit accounts and securities accounts (including securities entitlements and related assets) (it being understood that this exclusion shall not affect the grant of the Lien on proceeds of Collateral and all proceeds of Collateral shall be Collateral), unless the foregoing constitutes ABL Priority Collateral, and (v) assets for which the Administrative Agent and UNFI have determined in their reasonable judgment and agree in writing that the cost of perfecting such pledges or security interests therein would be excessive in view of the benefits to be obtained by the Lenders therefrom; provided, however, if the

Obligors shall have taken any additional perfection steps with respect to the Term Loan Facility with respect to any of the foregoing assets, the Obligors shall be obligated to take the same perfection steps under the Loan Documents with respect to such asset.

Excluded Swap Obligation: with respect to an Obligor, each Swap Obligation as to which, and only to the extent that, such Obligor's guaranty of or grant of a Lien as security for such Swap Obligation is or becomes illegal under the Commodity Exchange Act because the Obligor does not constitute an "eligible contract participant" as defined in the act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Obligor and all guarantees of Swap Obligations by other Obligors) when such guaranty or grant of Lien becomes effective with respect to the Swap Obligation. If a Hedging Agreement governs more than one Swap Obligation, only the Swap Obligation(s) or portions thereof described in the foregoing sentence shall be Excluded Swap Obligation(s) for the applicable Obligor.

Excluded Taxes: any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal or Canadian withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or Commitment (other than pursuant to an assignment request by UNFI under Section 13.4) or (ii) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.9, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) Taxes attributable to such Recipient's failure to comply with Section 5.10, and (d) any withholding Taxes imposed under FATCA.

Existing Letters of Credit: those letters of credit issued by any Issuing Banks under the Existing UNFI ABL Credit Agreement that are outstanding on the Closing Date, and listed on Schedule 1.1(e) attached hereto.

Existing UNFI ABL Credit Agreement: as defined in the recitals to this Agreement.

Extraordinary Expenses: all costs, expenses or advances that (i) Administrative Agent may incur during a Default or Event of Default, or during the pendency of an Insolvency Proceeding of an Obligor, or (ii) any Lender may incur at any time after the acceleration of the Obligations hereunder or during the pendency of an Insolvency Proceeding of an Obligor, including, in each case, those relating to (a) any audit, inspection, repossession, storage, repair, appraisal, insurance, manufacture, preparation or advertising for sale, sale, collection, or other preservation of or realization upon any Collateral; (b) any action, arbitration or other proceeding (whether instituted by or against Administrative Agent, any Lender, any Obligor, any representative of creditors of an Obligor or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidability of Administrative Agent's Liens with respect to any Collateral), Loan Documents, Letters of Credit or Obligations, including any lender liability or other Claims; (c) the exercise, protection or enforcement of any rights or remedies of Administrative Agent in, or the monitoring of, any Insolvency Proceeding; (d) settlement or satisfaction of any taxes, charges or Liens with respect to any Collateral; (e) any Enforcement Action; (f) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations; and (g) Protective Advances. Such costs, expenses and advances include transfer fees, Other Taxes, storage fees, insurance costs, permit fees, utility reservation

and standby fees, legal fees, appraisal fees, brokers' fees and commissions, auctioneers' fees and commissions, accountants' fees, environmental study fees, wages and salaries paid to employees of any Obligor or independent contractors in liquidating any Collateral, and travel expenses.

FATCA: Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreement entered into pursuant to Section 1471(b)(1) of the Code, and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

Federal Funds Rate: for any period, a fluctuating interest rate per annum equal to, for each day during such period, the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Administrative Agent from three Federal funds brokers of recognized standing selected by it (and, if any such rate is below zero, then the rate determined pursuant to this definition shall be deemed to be zero).

Fee Letters: (a) each Fee Letter, dated as of the Closing Date, among the Borrowers and a Joint Lead Arranger party thereto (each an "**Arranger Fee Letter**"), ~~and~~ (b) the Fee Letter, dated as of the Closing Date, among the Borrowers and the Administrative Agent, in all cases, as amended and in effect from time to time and (c) the FILO Fee Letter.

FILO Accounts Formula Amount: the product of (x) 5% and (y) the Value of Eligible Accounts of each U.S. Obligor.

FILO Applicable Margin: (a) with respect to any FILO Loans that are SOFR Loans, 2.50% per annum and (b) with respect to any FILO Loans that are Base Rate Loans, 1.50% per annum.

FILO Borrowing Base: on any date of determination, an amount equal to the sum of (i) the FILO Accounts Formula Amount, plus (ii) the FILO U.S. Credit Card Receivables Formula Amount, (iii) plus the FILO Inventory Formula Amount, plus (iv) the FILO U.S. Pharmacy Receivables Formula.

FILO Commitment: with respect to each FILO Lender, the commitment of such FILO Lender to make a FILO Loan on the Amendment No. 1 Effective Date in the principal amount set forth opposite such FILO Lender's name on Schedule 1.1(a) or in any Assignment and Acceptance pursuant to which such FILO Lender becomes a party hereto (as such amount may be reduced from time to time in accordance with the terms of this Agreement); it being acknowledged and agreed that from and after the Amendment No. 1 Effective Date and the funding of the FILO Loans in accordance with the terms of this Agreement, the FILO Commitment of each FILO Lender shall be deemed satisfied and reduced to zero.

FILO Commitments: an aggregate amount equal to the sum of the FILO Commitment of all FILO Lenders, which amount shall as of the Amendment No. 1 Effective Date be $130,000,000.

FILO Facility: as defined in Amendment No. 1.

FILO Fee Letter: that certain the Fee Letter, dated as of the Amendment No. 1 Effective Date, among the Borrowers and the Administrative Agent, for and on behalf of the FILO Lenders, as amended and in effect from time to time.

FILO Inventory Formula Amount: the product of (x) 5% and (y) the NOLV Percentage of the Value of Eligible Inventory of each U.S. Obligor.

FILO Lenders: each Lender having a FILO Commitment or to which any FILO Loan or FILO Obligations are owing hereunder.

FILO Loan: a US Dollar denominated term loan advanced on the Amendment No. 1 Effective Date by a FILO Lender to the U.S. Borrowers and outstanding under and pursuant to **Section 2.1.1(c)** of this Agreement.

FILO Obligations: any Obligations owing hereunder to any FILO Lender, solely in their capacity as such, and shall include, without limitation, all advances to, and debts (including principal of and premium, interest, expenses, fees, indemnification and other amounts payable by the applicable Obligor to any FILO Lender in respect of the FILO Facility) of, any Obligor arising under any Loan Document with respect to the FILO Loans or otherwise payable to any FILO Lender in respect of the FILO Facility, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest, fees, costs and expenses that accrue after the commencement by or against any Obligor of any Insolvency Proceeding naming such Person as the debtor in such Insolvency Proceeding, regardless of whether such interest and fees are allowed claims in such Insolvency Proceeding.

FILO Pushdown Reserve: at any time, an amount equal to the positive difference (if any) between the aggregate outstanding principal balance of the FILO Loan, minus the FILO Borrowing Base, in each case, at such time.

FILO Tranche: the meaning specified therefor in **Section 2.1.7(b)** of this Agreement and shall be deemed to include the FILO Facility.

FILO U.S. Credit Card Receivables Formula Amount: the product of (a) 5% and (b) the Value of Eligible Credit Card Receivables of each U.S. Obligor.

FILO U.S. Pharmacy Receivables Formula: the lesser of (a) the product of (i) 5% and (ii) the Value of Eligible Pharmacy Receivables of each U.S. Obligor.

Finance Lease: any lease that is required to be capitalized for financial reporting purposes in accordance with GAAP.

Fiscal Intermediary: any qualified insurance company or other Person that has entered into an ongoing relationship with any Governmental Authority to make payments to payees under Medicare, Medicaid or any other federal, state or local public health care or medical assistance program pursuant to any of the Health Care Laws.

Fiscal Period: each of the twelve (12) periods of either four weeks or five weeks (as applicable) in each Fiscal Year, as further described on **Schedule 1.1(b)** attached hereto.

Fiscal Quarter: any fiscal quarter described on **Schedule 1.1(b)** attached hereto.

Fiscal Year: the fiscal year of Borrowers and Subsidiaries for accounting and tax purposes, ending on the Saturday closest to July 31 of each year.

Fixed Charge Coverage Ratio: the ratio, determined on a consolidated basis for Borrowers and Subsidiaries as of any date of determination for the Test Period then most recently ended, of (a)

Consolidated EBITDA minus Capital Expenditures (except those financed with Borrowed Money other than Loans) and cash taxes paid (net of cash tax refunds received), to (b) Fixed Charges.

Fixed Charges: the sum of the following, to the extent paid or required to be paid in cash: by UNFI or any of its Restricted Subsidiaries (in each case to a Person other than UNFI or a Restricted Subsidiary): Consolidated Cash Interest Charges and scheduled principal payments made on Borrowed Money.

Floor: a per annum rate of zero.

FLSA: the Fair Labor Standards Act of 1938.

Foreign Lender: any Lender that is not a U.S. Person.

Foreign Plan: any employee benefit plan or arrangement (a) maintained or contributed to by any Obligor or Subsidiary that is not subject to the laws of the United States or any jurisdiction in Canada; or (b) mandated by a government other than the United States (including any local or state government) or Canada (or any Canadian provincial or territorial government) for employees of any Obligor or Subsidiary.

Foreign Subsidiary: any Subsidiary that is organized under the laws of any political subdivision of any jurisdiction other than the United States.

Fronting Exposure: a Defaulting Lender's interest in LC Obligations, Swingline Loans and Protective Advances, except to the extent Cash Collateralized by the Defaulting Lender or allocated to other Lenders hereunder.

FSHCO: any ~~Subsidiary that is not a Canadian~~ Subsidiary that owns no material assets (directly or through one or more entities treated as flow-through entities for U.S. federal income tax purposes) other than Equity Interests (or Equity Interests and Debt) of one or more CFCs and cash or Cash Equivalents incidental thereto.

Full Payment: with respect to any Obligations (~~other than~~including the FILO Obligations, but excluding (i) Secured Bank Product Obligations with respect to Bank Products consisting of Hedging Agreements, as to which, in the case of this clause (i), payment of any termination amount is then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) under Hedging Agreements may be required by the applicable Secured Bank Product Provider, and (ii) any other Secured Bank Product Obligations as to which, in the case of this clause (ii) only, arrangements satisfactory to the applicable Secured Bank Product Provider have been made): (a) the full cash payment in U.S. Dollars thereof, including any interest, fees and other charges accruing during an Insolvency Proceeding (whether or not allowed in the proceeding but excluding any contingent indemnification obligations for which no claim has been made); and (b) if such Obligations are LC Obligations or inchoate or contingent in nature (other than any contingent indemnification obligations for which no claim has been made), Cash Collateralization thereof (or delivery of a standby letter of credit acceptable to the Administrative Agent in its discretion, in the amount of required Cash Collateral). No U.S. Revolver Loans or Canadian Loans shall be deemed to have been paid in full until all U.S. Revolver Commitments or Canadian Commitments, as the case may be, have expired or been terminated.

GAAP: generally accepted accounting principles in effect in the United States from time to time.

Governmental Approvals: all authorizations, consents, approvals, licenses and exemptions of, registrations and filings with, and required reports to, all Governmental Authorities.

Governmental Authority: any federal, state, provincial, territorial, local, foreign or other agency, authority, body, commission, court, instrumentality, political subdivision, central bank, or other entity or officer exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions for any governmental, judicial, investigative, regulatory or self-regulatory authority (including the Financial Conduct Authority, the Prudential Regulation Authority and any supra-national bodies such as the European Union or European Central Bank).

Guarantee and Collateral Requirement: the requirement that:

(a) all payment Obligations of the U.S. Borrowers and the U.S. Guarantors (including the FILO Obligations) shall have been unconditionally guaranteed, jointly and severally, solely by each wholly-owned Domestic Subsidiary of UNFI, in each case, other than any Excluded Obligor; provided, that each U.S. Borrower shall, in addition to becoming a party to the Closing Date Guaranty Agreement, accede to this Agreement and be bound by the provisions herein, including **Section 5.11**;

(b) ~~[reserved];~~all payment Obligations of the Canadian Borrower and the Canadian Guarantors (if any) shall have been unconditionally guaranteed, jointly and severally, by each U.S. Obligor and each wholly-owned Canadian Subsidiary, other than any Excluded Obligor;

(c) (i) the Administrative Agent shall have received each Security Document required to be delivered on the Closing Date pursuant to **Section 6.2.2(b)** (in each case, in a form approved by the Administrative Agent and UNFI in their reasonable discretion without the further consent of any other party hereto so long as the form thereof is consistent with the requirements in this Guarantee and Collateral Requirement), in each case duly executed by each applicable Borrower and each applicable Subsidiary of UNFI that is required to be a Guarantor pursuant to clause (a) above from time to time and such Security Documents, taken as a whole and together with the other documents, instruments and actions described in this Guarantee and Collateral Requirement but subject to the limitations set forth herein (including limitations with respect to Excluded Property), shall grant Liens in favor of the Administrative Agent on all Collateral in order to secure the Obligations and (ii) to the extent the Term Loan Agreement is outstanding, the Administrative Agent and the Term Loan Facility Agent shall have entered into, and each Obligor (other than any Canadian Obligor) shall have entered into or acknowledged, the Intercreditor Agreement;

(d) (i) the Obligors shall have taken all actions reasonably necessary (including, without limitation, entering into and delivering Credit Card Notifications) and delivered to the Administrative Agent or such other applicable Person all documents, UCC financing statements, PPSA financing statements, filings with the United States Copyright Office, the United States Patent and Trademark Office and the Canadian Intellectual Property Office covering Collateral that consists of Intellectual Property, other filings, instruments, Equity Interests and related transfer powers (as more fully set forth herein), in each case, pursuant to the terms of the applicable Security Document that are necessary to perfect the Liens described in the Collateral and (ii)(x) in the case of any such Liens granted by the Canadian Obligors, such Liens shall be perfected on a first-priority basis, (y) in the case of any such Liens granted by the U.S. Obligors over Collateral constituting ABL Priority Collateral, such Liens shall be perfected on a first-priority basis and (z) in the case of any such Liens granted by the U.S. Obligors over Collateral constituting Term Priority Collateral, such Liens shall be perfected on a

second-priority basis to the extent the first-priority Lien with respect to such Collateral is granted in favor of the Term Loan Facility Agent, in each case subject to Permitted Liens; provided, that Term Priority Collateral that is required to be delivered to the Administrative Agent hereunder or under any Security Document shall be delivered to the Term Loan Facility Agent instead to the extent required under the Intercreditor Agreement and, to the extent so delivered, shall be held by the Term Loan Facility Agent as gratuitous bailee for the applicable Secured Parties solely for the purpose of perfecting the security interest granted to the Administrative Agent under the applicable Security Documents; provided, further, that no filings shall be required to be made other than, for the purposes of perfection, pursuant to the UCC with the office of the secretary of state (or similar filing office) of the relevant State(s), the PPSA or, solely with respect to intellectual property constituting Collateral, with the applicable United States governmental offices and the Canadian Intellectual Property Office; and

(e) in furtherance of and not in limitation of clauses (c) and (d) above but subject to the proviso in clause (d) above, all outstanding Equity Interests, in each case, directly owned by the Obligors and all intercompany Debt owing to any Obligor, in each case constituting Collateral and other than property excluded from the Guarantee and Collateral Requirement pursuant to the second full paragraph of this clause (e) of this Guarantee and Collateral Requirement definition, shall have been pledged in favor of the Administrative Agent pursuant to and to the extent required under the applicable Security Document and, to the extent required by the applicable Security Document, the Administrative Agent shall have received certificates or other instruments (if any) representing such Equity Interests and any such notes or other instruments, together with stock powers, note powers or other instruments of transfer (if applicable) with respect thereto endorsed in blank (collectively, the "Pledged Collateral").

Notwithstanding the foregoing provisions of this definition or anything in this Agreement or any other Loan Document to the contrary:

(i) Liens required to be granted from time to time pursuant to the Guarantee and Collateral Requirement (including perfection actions applicable thereto) and guarantees required to be provided pursuant to the Guarantee and Collateral Requirement shall, in each case, be subject to exceptions and limitations (including materiality thresholds and qualifiers) set forth in the Security Documents.

(ii) The Guarantee and Collateral Requirement shall not apply to any Excluded Property.

(iii) The execution and delivery of deposit account control agreement, securities account control agreement or other control agreements shall not be required with respect to any deposit account, securities account, commodities account or other asset specifically requiring perfection through control agreements or any other means of perfection by "control" (as such term is used under the UCC or the PPSA, as applicable) except to the extent set forth in **Section 8**.

(iv) No actions in any jurisdiction other than the United States of America (including any state thereof and the District of Columbia) or Canada (including any province or territory thereof) shall be required in order to create any security interests in assets located, titled, registered or filed outside of the United States of America or Canada or to perfect such

security interests including, in each case, intellectual property (it being understood that there shall be in no security agreements, pledge agreements or other security instruments governed by the laws of a non-U.S. jurisdiction other than the Canadian Security Documents).

(v) The Administrative Agent may grant extensions of time for the granting and perfection of security interests where it reasonably determines, in consultation with UNFI, that such grant or perfection cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required by this Agreement or the Security Documents.

(vi) (A) All Obligations (including the FILO Obligations) shall be secured by the Collateral of all of the U.S. Obligors; (B) all Canadian Obligations shall be secured by the Collateral of all of the Canadian Obligors; and (~~B~~C) in no event shall any CFC or FSHCO be required to become an Obligor.

(vii) In no event shall the Collateral consist of Real Estate.

(viii) The Security Documents shall include customary provisions relating to Excluded Swap Obligations.

Guarantor Payment: as defined in **Section 5.11.3**.

Guarantors: (a) as of the Closing Date, (1) Albert's Organics, Inc., a California corporation, (2) Arden Hills 2003 LLC, a Delaware limited liability company, (3) Associated Grocers of Florida, Inc., a Florida corporation, (4) Blue Marble Brands, LLC, a Delaware limited liability company, (5) Cambridge 2006 L.L.C., a Delaware limited liability company, (6) Centralia Holdings, LLC, a Delaware limited liability company, (7) Champlin 2005 L.L.C., a Delaware limited liability company, (8) Cub Stores, LLC, a Delaware limited liability company, (9) Cub Stores Holdings, LLC, a Delaware limited liability company, (10) DS & DJ Realty, LLC, a Florida limited liability company, (11) FF Acquisition, L.L.C., a Virginia limited liability company, (12) Foodarama LLC, a Delaware limited liability company, (13) Hazelwood Distribution Company, Inc., a Delaware corporation, (14) Hazelwood Distribution Holdings, Inc., a Delaware corporation, (15) Hopkins Distribution Company, LLC, a Delaware limited liability company, (16) Hornbacher's, Inc., a Delaware corporation, (17) Inver Grove Heights 2001 L.L.C., a Delaware limited liability company, (18) Maplewood East 1996 L.L.C., a Delaware limited liability company, (19) Monticello 1998 L.L.C., a Delaware limited liability company, (20) Natural Retail Group, Inc., a Delaware corporation, (21) Nor-Cal Produce, Inc., a California corporation, (22) SFW Holding Corp., a Delaware corporation, (23) Shop 'N Save East, LLC, a Delaware limited liability company, (24) Shop 'N Save St. Louis, Inc., a Missouri corporation, (25) Shop 'N Save Warehouse Foods, Inc., a Missouri corporation, (26) Shoppers Food Warehouse Corp., an Ohio corporation, (27) SUPERVALU INC., a Delaware corporation, (28) SUPERVALU Licensing, LLC, a Delaware limited liability company, (29) SUPERVALU Pharmacies, Inc., a Minnesota corporation, (30) SUPERVALU Transportation, Inc., a Minnesota corporation, (31) Tony's Fine Foods, a California corporation, (32) UNFI Distribution Company, LLC, a Delaware limited liability company, (33) UNFI Grocers Distribution, Inc., a California corporation, (34) UNFI Wholesale, Inc., a Delaware corporation, (35) United Natural Foods West, Inc., a California corporation, (36) United Natural Trading, LLC, a Delaware limited liability company, (37) W. Newell & Co., LLC, a Delaware limited liability company, (b) after the Closing Date, each other Person who becomes a Canadian Subsidiary or a Domestic Subsidiary and guarantees payment or performance of any Obligations and (c) subject to the prior written consent of the Administrative Agent with respect

to any Person that is not a Canadian Subsidiary or a Domestic Subsidiary, each other Person who guarantees payment or performance of any Obligations.

Guaranty: (a) the Closing Date Guaranty Agreement ~~and~~, (b) the Canadian Guaranty Agreement and (c) each other guaranty agreement executed by a Guarantor in favor of the Administrative Agent.

Hazardous Materials: all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants including petroleum or petroleum distillates, natural gas, natural gas liquids, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, toxic mold, infectious wastes and all other substances, wastes, chemicals, pollutants, contaminants or compounds of any nature in any form regulated pursuant to any Environmental Law.

Health Care Laws: all federal, state and local laws, rules, and regulations, governing health care providers and suppliers (including pharmacies), primarily relating to patient healthcare, any health care provider, medical assistance and cost reimbursement including health care provided under State Medicaid and the Federal Medicare programs, as now or at any time hereafter in effect, applicable to the business of an Obligor as conducted from time to time.

Hedging Agreement: any "swap agreement" as defined in Section 101(53B)(A) of the Bankruptcy Code.

Hedging Agreements MTM Value: an amount equal to the then aggregate outstanding mark-to-market ("MTM") exposure of all Obligors to the relevant Secured Bank Product Providers for all Qualified Secured Bank Product Obligations or Secured Bank Product Obligations (as applicable and calculated separately) as provided by the applicable Secured Bank Product Provider to the Administrative Agent from time to time in accordance with the succeeding requirements. Such exposure shall be the sum of the positive aggregate MTM values of all Qualified Secured Bank Product Obligations or Secured Bank Product Obligations (as applicable and calculated separately) owing to such Secured Bank Product Provider at the time of the relevant calculation. The aggregate MTM value of all Qualified Secured Bank Product Obligations or Secured Bank Product Obligations, as applicable, owing to such Secured Bank Product Provider shall be calculated by such Secured Bank Product Provider in its reasonable discretion; provided that UNFI and the relevant Secured Bank Product Provider shall provide any supporting documentation for such value as may be reasonably requested from such person by the Administrative Agent. For the avoidance of doubt, if the MTM value of all Qualified Secured Bank Product Obligations or Secured Bank Product Obligations (as applicable and calculated separately) owing to a Secured Bank Product Provider is a negative amount owing to such Secured Bank Product Provider (i.e., if all such Hedging Agreements with such Secured Bank Product Provider are in-the-money to the relevant Obligor on a net basis), such MTM value shall be treated as zero in calculating the Qualified Secured Bank Product Reserve or Secured Bank Product Reserve, as applicable. The MTM value for this purpose shall be calculated by the relevant Secured Bank Product Provider and provided to the Administrative Agent, the relevant Obligor and UNFI together with the supporting calculations and documentation therefor (i) on or prior to the date on which obligations are designated as Qualified Secured Bank Product Obligations or Secured Bank Product Obligations, as applicable and (ii) thereafter (x) from time to time as reasonably determined by the applicable Secured Bank Product Provider and (y) on any other dates on which a request is made by the Administrative Agent, the relevant Obligor or UNFI, as applicable, for such MTM value. The Administrative Agent shall use such MTM value in calculating the relevant portion of the Qualified Secured Bank Product Reserve or Secured Bank Product Reserve, as applicable. Prior to any Secured Bank Product Provider providing the MTM value, obligations will not be designated as Qualified Secured Bank Product Obligations or Secured Bank Product Obligations, as applicable, for the purposes of this Agreement, until such time as a MTM value is provided by such Secured Bank

Product Provider; provided, however, no such notice shall be required to be given by Wells Fargo or its Affiliates in order for such obligations to constitute Secured Bank Product Obligations.

HIPAA: the Health Insurance Portability and Accountability Act of 1996, as the same now exists or may hereafter from time to time be amended, modified, recodified or supplemented, together with all rules and regulations thereunder.

HIPAA Compliance Date: as defined in **Section 9.1.29.(b)**.

HIPAA Compliance Plan: as defined in **Section 9.1.29.(a)**.

Immaterial Subsidiary: any Subsidiary of a Borrower that, together with its Subsidiaries, (a) generated less than 5% of gross revenues for the Fiscal Year most recently ended or (b) had total assets (including Equity Interests in other Subsidiaries and excluding investments that are eliminated in consolidation) of less than 5% of the total assets of the Borrowers and their Subsidiaries, on a consolidated basis, as of the end of the Fiscal Year most recently ended; provided, however, that if at any time there are Subsidiaries that are classified as "Immaterial Subsidiaries" but that collectively (i) generated more than 5% of gross revenues for the Fiscal Year most recently ended or (ii) had total assets (including Equity Interests in other Subsidiaries and excluding investments that are eliminated in consolidation) of equal to or greater than 5% of the total assets of the Borrowers and their Subsidiaries on a consolidated basis, as of the end of the Fiscal Year most recently ended, then the Borrowers shall cause such Subsidiaries to comply with the provisions of **Section 10.1.9** such that, after such Subsidiaries become Guarantors hereunder, the Subsidiaries that are not Guarantors shall (A) have generated less than 5% of gross revenues for the Fiscal Year most recently ended and (B) have had total assets of less than 5% of the total assets of the Borrowers and their Subsidiaries on a consolidated basis as of the end of the Fiscal Year most recently ended. To the extent any of such Subsidiaries are acquired or formed during the relevant Fiscal Year, the percentages set forth above shall be calculated on a pro forma basis after giving effect to such acquisition or formation as if such acquisition or formation had occurred on the first day of such Fiscal Year.

Incremental Equivalent Debt: Debt of any Borrower or any Subsidiary in an aggregate principal amount not to exceed the Maximum Incremental Facilities Amount so long as (A) such Debt shall not mature prior to the date that is ninety-one (91) days after the latest Termination Date (or prior to the latest Termination Date in the case of any such Debt that is secured with a Lien on the Term Loan Priority Collateral ranking pari passu with the Liens securing the Term Loan Facility); provided, that the foregoing requirements of this clause (A) shall not apply to the extent such Debt constitutes a customary bridge facility, so long as the long-term Debt into which such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (A), (B) such Debt shall not have mandatory prepayment, redemption or offer to purchase events more onerous than those applicable to the initial term loans under the Term Loan Facility; provided, that the foregoing requirements of this clause (2) shall not apply to the extent such Debt constitutes a customary bridge facility, so long as the long-term Debt into which such customary bridge facility is to be converted or exchanged satisfies the requirements of this clause (B), (C) in the case of any secured Incremental Equivalent Debt, shall be subject to customary intercreditor terms (including those in the Intercreditor Agreement and/or any other lien subordination and intercreditor arrangement reasonably satisfactory to UNFI and the Administrative Agent, as applicable), (D) such Debt is not guaranteed by any Person other than any Obligor, (E) if such Debt is secured, it is not secured by any assets other than the Collateral and (F) such Debt shall be incurred by a U.S. Obligor.

Incremental Fixed Dollar Basket: an amount equal to $~~750,000,000~~620,000,000.

Indemnified Taxes: (a) Taxes other than Excluded Taxes imposed on or with respect to any payment made by or on account of any Obligation of any Borrower or Guarantor under any Loan Document and (b) to the extent not otherwise described in (a), Other Taxes.

Indemnitees: Agent Indemnitees, Lender Indemnitees, Issuing Bank Indemnitees, Sustainability Structuring Agent Indemnitees and Wells Fargo Indemnitees.

Individual Letter of Credit Commitment: as to any Issuing Bank, its commitment to issue or cause to be issued Letters of Credit or Canadian Reimbursement Undertakings in support of the issuance of Canadian Letters of Credit in support of the issuances of Canadian Letters of Credit, and to amend, increase or extend Letters of Credit or Canadian Reimbursement Undertakings previously issued by it, pursuant to **Section 2.3**, in an aggregate face amount at any time outstanding not to exceed (a) in the case of any Issuing Bank party hereto as of the Closing Date, the amount set forth opposite such Issuing Bank's name on **Schedule 1.1(c)** and (b) in the case of any Lender that becomes an Issuing Bank hereunder thereafter, the amount which shall be set forth in the written agreement by which such Lender shall become an Issuing Bank hereunder, in each case as such commitment may be changed from time to time pursuant to the terms hereof or with the agreement in writing of such Issuing Bank, UNFI and the Administrative Agent. The aggregate Individual Letter of Credit Commitments of all the Issuing Banks shall be less than or equal to the LC Sublimit at all times.

Insolvency Proceeding: any case or proceeding commenced by or against a Person under any state, provincial, territorial, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, any Canadian Debtor Relief Law, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, interim receiver, receiver manager, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its Property; (c) an assignment or trust mortgage for the benefit of creditors; or (d) in the case of the Canadian Borrower or any Canadian Subsidiary, the filing of a notice of intention to make a proposal or the filing of a proposal under the Bankruptcy and Insolvency Act (Canada).

Intellectual Property: all intellectual property rights and similar Property of a Person, including inventions, designs, patents, copyrights, trademarks, service marks, trade names, trade secrets, confidential or proprietary information, customer lists, know-how, software and databases; all goodwill associated therewith or symbolized by the foregoing; all embodiments or fixations thereof and all related documentation, applications, registrations and franchises; all extensions or renewals thereof; all licenses or other rights to use any of the foregoing; and all books and records relating to the foregoing; and all rights to sue for past, present and future infringements of any of the foregoing.

Intellectual Property Claim: any claim or assertion (whether in writing, by suit or otherwise) that a Borrower's or Subsidiary's ownership, use, marketing, sale or distribution of any Inventory, Equipment, Intellectual Property or other Property or service violates another Person's Intellectual Property.

Intercreditor Agreement: the Intercreditor Agreement dated as of August 30, 2018, by and between the Administrative Agent and the Term Loan Facility Agent, and acknowledged by the Obligors (other than the Canadian Borrower), as modified by that certain Lien Sharing and Priority Confirmation Joinder (as defined therein), dated as of the Closing Date, as such agreement may be amended, supplemented, modified, restated, renewed or replaced (whether upon or after termination or otherwise) in whole or in part from time to time.

Interest Period: with respect to any Applicable Offered Rate Loan, a period commencing on the date of the making of such Applicable Offered Rate Loan (or the continuation of an Applicable Offered

Rate Loan or the conversion of a Base Rate Loan to an Applicable Offered Rate Loan in the same currency) and ending (X) 1, 3 or 6 months thereafter in the case of a SOFR Loan (Y) 1~~, 2~~ or 3 months thereafter in the case of a ~~CDOR~~Term CORRA Rate Loan; provided, that (a) interest shall accrue at the applicable rate based upon Applicable Offered Rate from and including the first day of each Interest Period to, but excluding, the day on which any Interest Period expires, (b) any Interest Period that would end on a day that is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in another calendar month, in which case such Interest Period shall end on the next preceding Business Day, (c) with respect to an Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period), the Interest Period shall end on the last Business Day of the calendar month that is (X) in the case of a SOFR Loan, 1, 3 or 6 months and (Y) in the case of a ~~CDOR~~Term CORRA Rate Loan, 1 or 3 months, in each case after the date on which the Interest Period began, as applicable, (d) Borrowers may not elect an Interest Period which will end after the Termination Date and (e) no tenor that has been removed from this definition pursuant to Section 3.6(d)(iii)(D) shall be available for specification in any Applicable Offered Rate Notice or conversion or continuation notice.

Inventory: as defined in the UCC or PPSA, as applicable, including all goods intended for sale, lease, display or demonstration; all work in process; and all raw materials, and other materials and supplies of any kind that are or could be used in connection with the manufacture, printing, packing, shipping, advertising, sale, lease or furnishing of such goods, or otherwise used or consumed in a Borrower's business (but excluding Equipment).

Inventory Formula Amount: 90% (or, for a ninety-one (91) day period between August 25th of any calendar year and January 15th of the immediately following calendar year, 92.5% (each such period, a "Seasonal Advance Period")) of the NOLV Percentage of the Value of Eligible Inventory of ~~each Obligor~~the U.S. Obligors, in the case of the U.S. Revolver Borrowing Base, and the Canadian Borrower, in the case of the Canadian Borrowing Base; provided that the Seasonal Advance Period shall be subject to the proviso in **Section 2.1.7(b)(g)**; it being acknowledged and agreed that for so long as any FILO Obligations or FILO Commitments are outstanding, no Seasonal Advance Period shall be available hereunder (and the foregoing parenthetical shall be deemed of no force or effect). Prior to any Seasonal Advance Period, the Borrowers shall be required to provide the Administrative Agent with prior written notice of the election of any such ninety-one (91)-day period for a given year.

Inventory Reserve: reserves established by Administrative Agent in its Permitted Discretion to reflect factors that may negatively impact the Value of Inventory, including change in salability, obsolescence, seasonality, theft, shrinkage, imbalance, change in composition or mix, markdowns and vendor chargebacks.

Investment: any acquisition of all or substantially all assets of a Person; any acquisition of record or beneficial ownership of any Equity Interests of a Person; or any advance or capital contribution to or other investment (in the form of equity or other assets) in a Person. The amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment but giving effect to any returns or distributions of capital or repayment of principal actually received in cash by such other Person with respect thereto (but only to the extent that the aggregate amount of all such returns, distributions and repayments with respect to such Investment does not exceed the principal amount of such Investment and less any such amount which increases the Available Equity Amount; it being understood that any returns of capital or sale proceeds actually received by any Borrower or Restricted Subsidiary in cash in respect of any Investments in excess of the amount of such Investment valued at cost at the time such Investment was made shall increase the

Available Equity Amount (to the extent such excess amount of returns or proceeds would otherwise increase the Available Equity Amount pursuant to the definition thereof)).

Investment Grade Account Debtor: an Account Debtor that, at the time of determination, has a corporate credit rating, family rating or long term debt rating of BBB- or higher by S&P and Baa3 or higher by Moody's.

IRS: the United States Internal Revenue Service.

ISP: with respect to any Letter of Credit, the International Standby Practices 1998 (International Chamber of Commerce Publication No. 590) and any version or revision thereof accepted by the Issuing Bank for use.

Issuer Document: with respect to any Letter of Credit, a letter of credit application, a letter of credit agreement, or any other document, agreement or instrument entered into (or to be entered into) by a Borrower in favor of Issuing Bank or Canadian Underlying Issuer and relating to such Letter of Credit.

Issuing Bank: each of (i) Wells Fargo Bank, National Association and any Affiliate of Wells Fargo Bank, National Association, (ii) each other Lender listed on **Schedule 1.1(c)** (and, in each case, any Affiliate of any such Lender selected by such Lender to issue Letters of Credit on its behalf) and (iii) any replacement Letter of Credit issuer appointed pursuant to **Section 2.3.4** and any other Lender designated as an Issuing Bank by UNFI and (iv) any other Canadian Lender who agrees to issue Canadian Reimbursement Undertakings for the purpose of issuing or facilitating the issuance of Canadian Letters of Credit.

Issuing Bank Indemnitees: each Issuing Bank and its Affiliates and their respective officers, directors, employees, agents and attorneys.

ITA: the Income Tax Act (Canada).

Junior Debt: Debt incurred by an Obligor that is (w) in excess of the Threshold Amount and contractually subordinated in right of payment to the prior payment of all Obligations of such Obligor under the Loan Documents, (x) in excess of the Threshold Amount and contractually junior in priority to the Liens securing the Obligations or (z) in excess of the Threshold Amount and is unsecured, to the extent, in the case of this clause (z), any prepayment, redemption, purchase, defeasance or other satisfaction prior to the scheduled maturity thereof is funded by a Borrowing.

KPIs: as defined in **Section 2.2**.

LC Documents: all documents, instruments and agreements (including LC Requests, LC Applications) delivered by the applicable Borrowers or any other Person to the applicable Issuing Bank, the Canadian Underlying Issuer or the Administrative Agent in connection with any Canadian Letter of Credit.

LC Obligations: U.S. LC Obligations and/or Canadian LC Obligations, as the context requires.

LC Request: a request for issuance of a Letter of Credit, to be provided by UNFI or the Canadian Borrower, as the case may be, to the Administrative Agent and applicable Issuing Bank, in form satisfactory to the Administrative Agent and the applicable Issuing Bank.

LC Sublimit: an amount equal to the U.S. Dollar Equivalent of $300,000,000; provided, that only up to $25,000,000 of such amount shall be available for the issuance of Canadian Letters of Credit.

Lead Arrangers: collectively, Wells Fargo Bank, National Association, Bank of America, N.A., JPMorgan Chase Bank, N.A. and U.S. Bank National Association in their capacities as lead arrangers and bookrunners with respect to this Agreement.

Lender Indemnitees: Lenders and Secured Bank Product Providers, and their Affiliates and their respective officers, directors, employees, agents and attorneys.

Lenders: as defined in the preamble to this Agreement, including the U.S. Revolver Lenders, the Canadian Lenders, the FILO Lenders, each Swingline Lender and any other Person who hereafter becomes a "U.S. Revolver Lender" ~~and/or~~ a "Canadian Lender" or a "FILO Lender" pursuant to an Assignment and Acceptance.

Lending Office: the office designated as such by the applicable Lender at the time it becomes party to this Agreement or thereafter by notice to (a) with respect to a U.S. Revolver Lender or a FILO Lender, Administrative Agent and UNFI and (b) with respect to a Canadian Lender, Administrative Agent and UNFI.

Letter of Credit: any standby or commercial letter of credit (including the Existing Letters of Credit) issued by the applicable Issuing Bank or by a Canadian Underlying Issuer at the request of an Issuing Bank, as the context requires, for the account of a Borrower or a Subsidiary, or any indemnity, guarantee, exposure transmittal memorandum or similar form of credit support issued by Administrative Agent, Canadian Underlying Issuer or the applicable Issuing Bank for the benefit of a Borrower or a Subsidiary. Subject to the applicable LC ~~Sublimit,~~Sublimits, (a) Letters of Credit issued for the account or benefit of a U.S. Borrower or a U.S. Subsidiary shall be issued in U.S. Dollars, and (b) Letters of Credit issued for the account or benefit of a Canadian Borrower or a Canadian Subsidiary shall be issued in Canadian Dollars ~~or U.S. Dollars~~.

Letter of Credit Collateralization: either (a) providing cash collateral (pursuant to documentation reasonably satisfactory to Administrative Agent (including that Administrative Agent has a first priority perfected Lien in such cash collateral), including provisions that specify that the Letter of Credit Fees and all commissions, fees, charges and expenses provided for in **Section 2.3(k)** of this Agreement (including any fronting fees) will continue to accrue while the Letters of Credit and Canadian Reimbursement Undertakings are outstanding) to be held by Administrative Agent for the benefit of the U.S. Revolver Lenders in an amount equal to 105% of the then existing Letter of Credit Usage, (b) delivering to Administrative Agent documentation executed by all beneficiaries under the Letters of Credit, in form and substance reasonably satisfactory to Administrative Agent and Issuing Bank, terminating all of such beneficiaries' rights under the Letters of Credit, or (c) providing Administrative Agent with a standby letter of credit, in form and substance reasonably satisfactory to Administrative Agent, from a commercial bank acceptable to Administrative Agent (in its sole discretion) in an amount equal to 105% of the then existing Letter of Credit Usage (it being understood that the Letter of Credit Fee and all fronting fees set forth in this Agreement will continue to accrue while the Letters of Credit or Canadian Reimbursement Undertakings are outstanding and that any such fees that accrue must be an amount that can be drawn under any such standby letter of credit).

Letter of Credit Disbursement: a payment made by Issuing Bank pursuant to a Letter of Credit or Canadian Reimbursement Undertaking.

Letter of Credit Exposure: as of any date of determination with respect to any Lender, such Lender's participation in the Letter of Credit Usage pursuant to Section 2.3(e) on such date.

Letter of Credit Fee: as defined in **Section 3.2.2**.

Letter of Credit Indemnified Costs: as defined in **Section 2.3(f)**.

Letter of Credit Related Person: as defined in **Section 2.3(f)**.

Letter of Credit Usage: as of any date of determination, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit, plus (b) the aggregate amount of outstanding reimbursement obligations (including pursuant to Canadian Reimbursement Undertakings) with respect to Letters of Credit which remain unreimbursed or which have not been paid through a U.S. Revolver Loan and/or Canadian Loan.

License: any license or agreement under which an Obligor is authorized to use Intellectual Property in connection with any manufacture, marketing, distribution or disposition of Collateral, any use of Property or any other conduct of its business.

Licensor: any Person from whom an Obligor obtains the right to use any Intellectual Property.

Lien: any Person's interest in Property securing an obligation owed to, or a claim by, such Person, whether such interest is based on common law, statute or contract, including liens, security interests, pledges, Licenses, hypothecations, statutory trusts, reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting Property. For avoidance of doubt, the interest of a landlord or lessor under a lease or license that is not a Finance Lease shall not in and of itself be regarded to be a Lien on the property interest of the tenant or lessee pursuant to the subject lease.

Lien Waiver: an agreement, in form and substance reasonably satisfactory to the Administrative Agent, by which (a) for any material Collateral located on leased premises, the lessor waives or subordinates any Lien it may have on the Collateral, and agrees to permit the Administrative Agent to enter upon the premises and remove the Collateral or to use the premises to store or dispose of the Collateral; (b) for any Collateral held by a warehouseman, processor, shipper, carrier, customs broker or freight forwarder, such Person waives or subordinates any Lien it may have on the Collateral, agrees to hold any Documents in its possession relating to the Collateral as agent for the Administrative Agent, and agrees to deliver the Collateral to the Administrative Agent upon request; (c) for any Collateral held by a repairman, mechanic or bailee, such Person acknowledges the Administrative Agent's Lien, waives or subordinates any Lien it may have on the Collateral, and agrees to deliver the Collateral to the Administrative Agent upon request; and (d) for any Collateral subject to a Licensor's Intellectual Property rights, the Licensor grants to Administrative Agent the right, vis-à-vis such Licensor, to enforce Administrative Agent's Liens with respect to the Collateral, including the right to dispose of it with the benefit of the Intellectual Property, whether or not a default exists under any applicable License.

Limited Condition Transaction: (x) any Permitted Acquisition or other similar investment, including by way of merger, by any Borrower or one or more of their Subsidiaries permitted pursuant to this Agreement whose consummation is not conditioned upon the availability of, or on obtaining, third party financing and (y) any redemption, repurchase, defeasance, satisfaction and discharge or repayment of indebtedness requiring irrevocable notice in advance of such redemption, repurchase, satisfaction and discharge or repayment.

Loan: a U.S. Revolver Loan, a FILO Loan and/or a Canadian Loan, as the context requires.

Loan Account: the loan account established by each Lender on its books pursuant to **Section 5.8**.

Loan Documents: this Agreement, the Other Agreements, the Intercreditor Agreement and the Security Documents.

Loan Year: each 12 month period commencing on the Closing Date and on each anniversary of the Closing Date.

Management Addbacks: as defined in the definition of "Consolidated EBITDA".

Margin Stock: as defined in Regulation U of the Board of Governors as in effect from time to time.

Material Adverse Effect: the effect of any event or circumstance that, taken alone or in conjunction with other events or circumstances, (a) has or could be reasonably expected to have a material adverse effect on the business, operations, Properties or condition (financial or otherwise) of the Obligors, taken as a whole, on the value of any material portion of the Collateral, on the enforceability of any Loan Documents, or on the validity or priority of Administrative Agent's Liens on a material portion of the Collateral; (b) impairs the ability of the Obligors, taken as a whole, to perform their obligations under the Loan Documents; (c) otherwise results in a material adverse effect on the ability of Administrative Agent or any Lender to enforce or collect any material Obligations or to realize upon a material portion of the Collateral; or (d) any event or circumstance that constitutes a "Material Adverse Effect" (or similar term) under, and as defined in, the Term Loan Agreement.

Material Contract: any agreement or arrangement to which a Borrower or Subsidiary is party (other than the Loan Documents) for which breach, termination, nonperformance or failure to renew could reasonably be expected to have a Material Adverse Effect.

Maximum Incremental Facilities Amount: at any date of determination, an aggregate principal amount of up to (i) the Incremental Fixed Dollar Basket, plus (ii) the aggregate amount of voluntary prepayments of loans under (A) the Term Loan Facility (including purchases of such loans by the Borrowers or any of their Subsidiaries at or below par, in which case the amount of voluntary prepayments of such Loans shall be deemed not to exceed the actual purchase price of such Loans below par), other than from proceeds of long term Debt (other than revolving Debt) and (B) Incremental Equivalent Debt and other Debt permitted by **Section 10.2.1(l)**, in each case secured on a pari passu basis with the Term Loan Facility and, in the case of any such Debt that is revolving in nature, to the extent such prepayments are accompanied by permanent commitment reductions, plus (iii) an unlimited amount, so long as in the case of this clause (iii) only, such amount at such date of determination can be incurred without causing (w) in the case of incremental Loans under the Term Loan Facility and Incremental Equivalent Debt, in each case, secured with a Lien on the Term Priority Collateral ranking pari passu with the Liens securing the obligations under the Term Loan Facility, the Consolidated First Lien Net Leverage Ratio to exceed 3.75 to 1.00, (x) in the case of incremental loans under the Term Loan Facility and Incremental Equivalent Debt, in each case that is secured by a Lien on the Term Priority Collateral ranking junior to the Lien securing the obligations under the Term Loan Facility or the Consolidated Secured Net Leverage Ratio to exceed 3.75 to 1.00 and (y) in the case of unsecured incremental loans under the Term Loan Facility and unsecured Incremental Equivalent Debt, the Consolidated Total Net Leverage Ratio to exceed 4.50 to 1.00, in each case on a pro forma basis, and after giving effect to any other transactions consummated in connection therewith and assuming for purposes of this calculation that (1) any cash proceeds of any incremental loans under the Term Loan Facility then being incurred

shall not be netted from the numerator in the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or Consolidated Total Net Leverage Ratio, as applicable, for purposes of calculating the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or Consolidated Total Net Leverage Ratio, as applicable, under this clause (iii) for purposes of determining whether such incremental loans under the Term Loan Facility can be incurred and (2) in the case of any incremental revolving facility or any incremental term loan facility with delayed draw commitments, that the commitments thereunder are fully drawn on the date of incurrence (provided, however, that if amounts incurred under this clause (iii) are incurred concurrently with the incurrence of incremental loans under the Term Loan Facility (in each case, including any unused commitments obtained) in reliance on clause (i) and/or clause (ii) above, the Consolidated First Lien Net Leverage Ratio, Consolidated Secured Net Leverage Ratio or the Consolidated Total Net Leverage Ratio shall be calculated without giving effect to such amounts incurred (or commitments obtained) in reliance on the foregoing clause (i) and/or clause (ii)); provided, further, for the avoidance of doubt, to the extent the proceeds of any incremental loans under the Term Loan Facility are being utilized to repay Debt, such calculations shall give pro forma effect to such repayments. The Borrowers may elect to use clause (iii) above regardless of whether the Borrowers have capacity under clause (i) or clause (ii) above. Further, the Borrowers may elect to use clause (iii) above prior to using clause (i) or clause (ii) above, and if both clause (iii) and clause (i) and/or clause (ii) are available and the Borrowers do not make an election, then the Borrowers will be deemed to have elected to use clause (iii) above.

Medicaid: the health care financial assistance program jointly financed and administered by the Federal and State governments under Title XIX of the Social Security Act.

Medicare: the health care financial assistance program under Title XVIII of the Social Security Act.

Moody's: Moody's Investors Service, Inc., and its successors.

Multiemployer Plan: any employee benefit plan of the type defined in Section 4001(a)(3) of ERISA, to which any Obligor or ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

Net Proceeds: (a) with respect to an Asset Disposition by UNFI or any Restricted Subsidiary or any Casualty Event, an amount equal to the excess, if any, of (i) the sum of cash and Cash Equivalents received in connection with such Asset Disposition or Casualty Event (including any cash or Cash Equivalents received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received and, with respect to any Casualty Event, any insurance proceeds or condemnation awards in respect of such Casualty Event actually received by or paid to or for the account of UNFI or any Restricted Subsidiary) over (ii) the sum of (A) the principal amount, premium or penalty, if any, interest and other amounts on any Debt that is secured by the asset subject to such Asset Disposition or Casualty Event and that is required to be repaid (and is timely repaid) in connection with such Asset Disposition or Casualty Event (other than Debt under the Loan Documents and Debt that is secured by Liens ranking junior to or pari passu with the Liens securing Obligations under the Loan Documents), (B) the out-of-pocket fees and expenses (including attorneys' fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, transfer taxes, deed or mortgage recording taxes, other customary expenses, and brokerage, consultant and other customary fees) actually incurred by UNFI or such Restricted Subsidiary in connection with such Asset Disposition or Casualty Event, (C) Taxes paid or reasonably estimated to be actually payable in connection therewith (including, for the avoidance of doubt, any income, withholding and other Taxes payable as a result of the distribution of such proceeds to UNFI), and (D) any reserve for adjustment in respect of (x) the sale price of such asset or assets or purchase price adjustment established

in accordance with GAAP and (y) any liabilities associated with such asset or assets and retained by UNFI or any Restricted Subsidiary after such sale or other disposition thereof, including pension and other post-employment benefit liabilities and liabilities related to environmental matters or with respect to any indemnification obligations associated with such transaction, it being understood that "Net Proceeds" shall include (i) any cash or Cash Equivalents received upon the disposition of any non-cash consideration by UNFI or any Restricted Subsidiary in any such Asset Disposition and (ii) upon the reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any reserve described in clause (D) above or if such liabilities have not been satisfied in cash and such reserve is not reversed within 365 days after such Asset Disposition or Casualty Event, the amount of such reserve; and (b) (i) with respect to the incurrence or issuance of any Debt by UNFI or any Restricted Subsidiary, the excess, if any, of (x) the sum of the cash received in connection with such incurrence or issuance over (y) the investment banking fees, underwriting discounts, commissions, Taxes, costs and other out-of-pocket expenses and other customary expenses incurred by UNFI or such Restricted Subsidiary in connection with such incurrence or issuance and (ii) with respect to any issuance of Qualified Equity Interests of UNFI or any Restricted Subsidiary, the amount of cash from such Qualified Equity Issuance contributed to the capital of UNFI or such Restricted Subsidiary.

NOLV Percentage: one or more net orderly liquidation values of Inventory, each expressed as a percentage, expected to be realized at an orderly, negotiated sale held within a reasonable period of time, net of all liquidation expenses, as determined from the most recent appraisal of Borrowers' Inventory performed by an appraiser and on terms reasonably satisfactory to Administrative Agent in its Permitted Discretion.

Non-Consenting Lender: any Lender (other than the Administrative Agent) that does not approve any consent, waiver or amendment that (a) requires the approval of all Lenders ~~or~~, all affected Lenders or, where applicable, all FILO Lenders in accordance with the terms of **Section 14.1** and (b) has been approved by the Required Lenders or, where applicable, the Required FILO Lenders.

Non-Defaulting Lender: any Lender that is not a Defaulting Lender.

Notes: each U.S. Revolver Note, Canadian Note, U.S. FILO Term Note or other promissory note executed by a Borrower to evidence any Obligations.

Notice of Borrowing: a Notice of Borrowing to be provided by UNFIor the Canadian Borrower, as applicable, to request a Borrowing of Loans in a form reasonably satisfactory to Administrative Agent.

Notice of Conversion/Continuation: a Notice of Conversion/Continuation to be provided by UNFIor the Canadian Borrower, as applicable, to request a conversion or continuation of any Loans as Applicable Offered Rate Loans, in form satisfactory to the Administrative Agent.

Obligations: all (a) principal of and premium, if any, on the Loans, (b) LC Obligations and other obligations of Obligors with respect to Letters of Credit, including Canadian Reimbursement Undertakings (irrespective of whether contingent), (c) interest, expenses, fees, indemnification obligations, Extraordinary Expenses and other amounts payable by Obligors under Loan Documents, (d) Secured Bank Product Obligations, (e) all debts, liabilities, or obligations (including reimbursement obligations, irrespective of whether contingent) owing by any Obligor to a Canadian Underlying Issuer now or hereafter arising from or in respect of Canadian Underlying Letters of Credit and (f) other Debts, obligations and liabilities of any kind owing by Obligors pursuant to the Loan Documents, whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or

contingent, due or to become due, primary or secondary, or joint or several;provided, that Obligations of an Obligor shall not include its Excluded Swap Obligations; and provided, further that "Obligations" shall include the FILO Obligations.

Obligor: each Borrower and Guarantor.

OFAC: Office of Foreign Assets Control of the U.S. Treasury Department.

Ordinary Course of Business: the ordinary course of business of any Borrower or Subsidiary undertaken in good faith.

Organic Documents: with respect to any Person, its charter, certificate or articles of incorporation, bylaws, articles of organization, limited liability company agreement, operating agreement, members' agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, voting trust agreement, or similar agreement or instrument governing the formation or governance of such Person.

OSHA: the Occupational Safety and Hazard Act of 1970.

Other Agreement: each Note; Fee Letter; LC Document; Lien Waiver; Borrowing Base Certificate, Availability Certificate, Compliance Certificate or Perfection Certificate.

Other Connection Taxes: with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient and the jurisdiction imposing such Tax (other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a Lien under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

Other Taxes: all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a Lien under, or otherwise with respect to, any Loan Document, except such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to **Section 13.4**).

Overadvance: ~~as defined in **Section 2.1.5**~~a U.S. Revolver Overadvance or a Canadian Overadvance, as the context requires

Overadvance Loan: a Base Rate Loan made when ~~an~~a U.S. Revolver Overadvance exists or is caused by the funding thereof or a Canadian Base Rate Loan made when a Canadian Overadvance exists or is caused by the funding thereof, as the context requires.

PACA: the Perishable Agricultural Commodities Act (7 USC §§ 499a et seq.).

PACA Claim: with respect to any Person, any right or claim of or for the benefit of such Person under PACA or any similar law enacted by any other state or jurisdiction including any right, title or interest in or to any claims, remedies or trust assets or other benefits or any proceeds thereof.

Participant: as defined in **Section 13.2.1**.

Patriot Act: the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001).

Payment Item: each check, draft or other item of payment payable to a Borrower, including those constituting proceeds of any Collateral.

PBGC: the Pension Benefit Guaranty Corporation.

Pension Plan: any employee pension benefit plan (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Obligor or ERISA Affiliate or to which the Obligor or ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the preceding five plan years, or, if such plan were terminated, would under Section 4062 or 4069 of ERISA be deemed to be an "employer" as defined in Section 3(5) of ERISA.

Perfection Certificate: a customary perfection certificate for a secured asset-based credit facility with an "all assets" grant of security that is subject to a crossing-lien intercreditor agreement, in form and substance reasonably acceptable to the Administrative Agent.

Permitted Acquisition: the acquisition, whether through a single transaction or a series of related transactions (including by way of merger, amalgamation or consolidation), of (a) all or substantially all of the Properties of any Person or of a business unit or line of business of any Person, or (b) Equity Interests of any Person, in each case that is a type of business (or assets used in a type of business) that is a Permitted Business, in each case so long as:

(i) (1) (x) daily average Adjusted Availability for the thirty (30) consecutive days immediately before consummating the proposed Permitted Acquisition, calculated on a pro forma basis after giving effect to such Permitted Acquisition as if such Permitted Acquisition had been consummated at the beginning of such thirty (30) day period shall be at least 10% of the Combined Borrowing Base and (y) Borrowers shall have a Fixed Charge Coverage Ratio of at least 1.00:1.00 for the most recently completed Test Period, calculated on a pro forma basis after giving effect to such Permitted Acquisition as if such Permitted Acquisition had been made at the beginning of such Test Period; provided, that to the extent daily average Adjusted Availability for the thirty (30) consecutive days immediately before consummating the proposed Permitted Acquisition, calculated on a pro forma basis after giving effect to such Permitted Acquisition as if such Permitted Acquisition had been consummated at the beginning of such thirty (30)-day period, is at least 15% of the Combined Borrowing Base, this clause (y) shall not be applicable and (2) with respect to any Permitted Acquisition with consideration exceeding $250,000,000, UNFI shall have delivered to the Administrative Agent on or prior to (or such later date as agreed to by the Administrative Agent in its discretion) the earlier of (x) the execution of a definitive or binding agreement to enter into the proposed Permitted Acquisition and (y) the consummation of such proposed Permitted Acquisition (or such later date as agreed to by the Administrative Agent in its discretion), a statement, certified by a Senior Officer of UNFI, setting forth, in reasonable detail, computations

(determined in a manner reasonably acceptable to the Administrative Agent) evidencing satisfaction of the requirements set forth in clause (1) above;

(ii) no Event of Default shall exist immediately before or after giving effect to the consummation of the proposed Permitted Acquisition;

(iii) if Obligors wish to have the Accounts and Inventory (and, where applicable, such Credit Card Receivables, Pharmacy Receivables and/or Prescription Files) of the entity to be acquired or invested in be included in the U.S. Revolver Borrowing Base, Canadian Borrowing Base or FILOBorrowing Base (x) Borrowers shall arrange for Administrative Agent and its representatives to have reasonable access to financial information and the assets and Properties to be acquired that will, upon consummation of the acquisition, become ABL Priority Collateral for the Obligations and (y) the Administrative Agent may conduct, in its reasonable discretion, a field examination and appraisal with respect to such Accounts and Inventory (and, where applicable, such Credit Card Receivables, Pharmacy Receivables and/or Prescription Files), with results reasonably satisfactory to the Administrative Agent in its Permitted Discretion, prior to including such Accounts and Inventory in the U.S. Revolver Borrowing Base, Canadian Borrowing Base or FILO Borrowing Base, as the case may be; and

(iv) in the case of a proposed Permitted Acquisition of the Equity Interests of another Person, the board of directors (or comparable governing body of such Person) shall not have disapproved the proposed Permitted Acquisition.

Permitted AR Factoring Transaction: the factoring or sale at a discount (or any such arrangement similar to the foregoing) of accounts receivable and related rights and property of UNFI or any of its Restricted Subsidiaries on a non-recourse basis in the Ordinary Course of Business.

Permitted Business: the business of the Borrowers and the Subsidiaries as conducted on the Closing Date and businesses and business activities that are reasonably related or complementary thereto or ancillary or incidental thereto or that the Borrowers have determined, in their reasonable business judgment, would enhance the business, operations and condition (financial or otherwise) of the Borrowers and the Subsidiaries.

Permitted Discretion: as used herein, with reference to the Administrative Agent, a determination made in the exercise, in good faith, of reasonable business judgment from the perspective of a secured, asset-based lender for comparable asset-based lending transactions.

Permitted Investments:

(a) (i) Investments existing on the Closing Date and identified on **Schedule 10.2.5**, and any extension, modification, renewal or replacement of any such Investment to the extent not increasing the amount of such Investment when extended, modified, renewed or replaced, and (ii) Investments in Subsidiaries existing on the Closing Date;

(b) Investments in UNFI, Domestic Subsidiaries or Canadian Subsidiaries; provided, that (i) any acquisition of Equity Interests in a Person that was not, immediately prior to such acquisition, a Subsidiary shall be subject to compliance with the requirements set forth in the definition of "Permitted Acquisition" and (ii) Investments by Obligors pursuant to this clause (b) in any Subsidiaries that are not ~~Guarantors~~U.S. Obligors, together with Investments by Obligors pursuant to clause (d) of this definition, shall not at any one time exceed the greater of (x) U.S. $75,000,000 and (y) 9.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis; provided further that, clause (ii) in the foregoing proviso shall not apply to Investments by any Canadian Obligor in any other Obligor;

(c) Investments by Subsidiaries that are not Obligors in other Subsidiaries that are not Obligors;

(d) Investments in Foreign Subsidiaries; provided, that Investments pursuant to this clause (d), together with (x) Investments by Obligors pursuant to clause (b) of this definition in ~~Domestic Subsidiaries or Canadian~~any Subsidiaries that are not ~~Guarantors~~U.S. Obligors, shall not at any one time exceed the greater of (x) U.S. $75,000,000 and (y) 9.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis; provided further that, the foregoing proviso shall not apply to Investments by any Canadian Obligor in any other Obligor;

(e) (i) loans or advances to an officer, director or employee (A) for relocation expenses, travel and other business related expenses, commissions and similar items in the Ordinary Course of Business, (B) in connection with such Person's purchase of Equity Interests of UNFI (provided that such loans or advances are on a non-cash basis or the proceeds thereof shall be contributed to UNFI in cash as common equity) and (C) for purposes not described in the foregoing clauses (A) and (B), in an aggregate principal amount outstanding not to exceed the greater of (x) $10,000,000 and (y) 1.50% of Consolidated EBITDA of UNFI and its Restricted Subsidiaries for the most recently ended Test Period calculated on a pro forma basis; (ii) prepaid expenses and extensions of trade credit made in the Ordinary Course of Business; and (iii) deposits with financial institutions permitted hereunder;

(f) Investments constituting or to effectuate a Tax Credit Investment in an amount not to exceed 90% of the Obligors' reasonably anticipated Federal tax liabilities (without taking into account such Tax Credit Investments) for the tax period during which the Obligors claim the Tax Credit related to such Tax Credit Investment; provided that solely for purposes of determining the amount of Investments permitted pursuant to this clause (f) in respect of any Tax Credit Investment, such tax period may be no later than the tax year immediately following the tax year in which such Investment is made;

(g) (i) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the Ordinary Course of Business, and (ii) Investments received in connection with the settlement of debts, the satisfaction of judgments, settlements, compromises or resolutions of litigation, arbitration or other disputes, upon foreclosure or pursuant to any plan of reorganization or liquidation or similar arrangement upon the bankruptcy or insolvency of trade creditors or customers;

(h) Investments in assets that were Cash Equivalents when made;

(i) Permitted Acquisitions;

(j) Investments (i) not otherwise described in the preceding clauses and (ii) with respect to the types of Investments described under clauses (b), (d), (e), (f), (w) or (y) of this definition, but, in all cases, subject to the final proviso of this clause (j); provided, that (i) (A) no Event of Default exists immediately before or after giving effect to the proposed Investment, (B) daily average Adjusted Availability for the thirty (30) consecutive days immediately before consummating the proposed Investment, calculated on a pro forma basis giving effect to such Investment as if such Investment had been consummated at the beginning of such thirty (30)-day period, shall be at least 10% of the Combined Borrowing Base and (C) UNFI shall have a Fixed Charge Coverage Ratio of at least 1.00:1.00 for the most recently completed Test Period, calculated on a pro forma basis giving effect to such Investment as if such Investment had been made at the beginning of such Test Period; provided, that to the extent daily average Adjusted Availability for the thirty (30) consecutive days immediately before consummating the proposed Investment, calculated on a pro forma basis giving effect to such Investment as if such Investment had been consummated at the beginning of such thirty (30)-day period, is at least 15% of the Combined Borrowing Base, this clause (C) shall not be applicable, and (ii) for any such Investment equal to or greater than U.S.$250,000,000, UNFI shall have delivered to the Administrative Agent not less than two (2) Business Days prior to (or by such later date, if any, as is acceptable to the Administrative Agent) the earlier of (x) the execution of a definitive or binding agreement to consummate the proposed Investment and (y) the consummation of such proposed Investment, a statement, certified by a Senior Officer of UNFI, setting forth, in reasonable detail, computations (determined in a manner reasonably acceptable to the Administrative Agent) evidencing satisfaction of the requirements set forth in clause (i) above; provided, further, that any acquisition of Equity Interests in a Person that was not, immediately prior to such acquisition, a Subsidiary shall be subject to compliance with the requirements set forth in the definition of “Permitted Acquisition”;

(k) other Investments in an aggregate amount outstanding at any one time not to exceed the greater of (x) U.S. $150,000,000 and (y) 20.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis;

(l) [Reserved];

(m) [Reserved];

(n) asset purchases (including purchases of inventory, supplies and materials) and the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons, in each case in the ordinary course of business;

(o) Investments consisting of Debt, Liens, Distributions, Asset Dispositions and fundamental changes permitted under **Sections 10.2.1**, **10.2.2**, **10.2.4**, **10.2.6** and **Section 10.2.9**, respectively;

(p) Investments in Hedging Agreements permitted under **Section 10.2.1(d)**;

(q) promissory notes and other noncash consideration received in connection with Asset Dispositions permitted by **Section 10.2.6**;

(r) Investments in the ordinary course of business consisting of endorsements for collection or deposit and customary trade arrangements with customers consistent with past practices;

(s) Investments (including debt obligations and Equity Interests) received in connection with the bankruptcy or reorganization of suppliers and customers or in settlement of delinquent obligations of, or other disputes with, customers and suppliers arising in the ordinary course of business or upon the foreclosure with respect to any secured Investment or other transfer of title with respect to any secured Investment;

(t) Investments as valued at cost at the time each such Investment is made and including all related commitments for future Investments, in an amount not exceeding the Available Equity Amount;

(u) Investments held by a Subsidiary acquired after the Closing Date or of a corporation or company merged into any Borrower or merged or consolidated with any Subsidiary in accordance with **Section 10.2.9** after the Closing Date to the extent that such Investments were not made in contemplation of or in connection with such acquisition, merger or consolidation and were in existence on the date of such acquisition, merger or consolidation;

(v) Contingent Obligations of any Borrower or any Subsidiary in respect of leases (other than Finance Leases) or of other obligations that do not constitute Debt, in each case entered into in the ordinary course of business;

(w) Investments constituting Customer Support Transactions; provided, that, (i) the aggregate amount of outstanding CST Exposure immediately after giving effect to such Investment shall not exceed U.S.$325,000,000, (ii) the aggregate amount of Specified CST Exposure immediately after giving effect to such Investment shall not exceed U.S.$250,000,000, and (iii) no Event of Default shall exist or have occurred and be continuing immediately after giving effect to such Investment;

(x) Investments to the extent that payment for such Investments is made solely with Qualified Equity Interests;

(y) Investments in joint ventures, Unrestricted Subsidiaries or any other Person that is not a wholly owned Subsidiary in an aggregate amount, as valued at cost at the time each such Investment is made and including all related commitments for future Investments, not exceeding the greater of (x) $50,000,000 and (y) 7.00% of Consolidated EBITDA of UNFI for the most recently ended Test Period calculated on a pro forma basis;

(z) Investments by an Unrestricted Subsidiary entered into prior to the day such Unrestricted Subsidiary is redesignated as a Restricted Subsidiary pursuant to the definition of "Unrestricted Subsidiary"; provided that such Investments were not incurred in contemplation of such redesignation; and

(aa) Transactions entered into in order to consummate a Permitted Tax Restructuring; provided that (i) immediately after giving effect to such disposition and any substantially contemporaneous repayment of Loans the Total Outstandings would not exceed the Aggregate Borrowing Base, Total U.S. Revolver Outstandings do not exceed the U.S. Revolver Borrowing Base and Total Canadian Outstandings do not exceed the Canadian Borrowing Base, and (ii) UNFI shall deliver an updated Borrowing Base Certificate within ten (10) Business Days

following the disposition if such disposition (or such longer period as is acceptable to the Administrative Agent) is to a Person that is not an Obligor and of more than 5.00% of the assets included in the most recent calculation of the Combined Borrowing Base;

provided that no Investments in the form of any Relevant Intellectual Property made by any Obligor to any Person (other than an Obligor) shall be deemed to be a "Permitted Investment" hereunder unless such investment is subject to a non-exclusive royalty-free license of such Relevant Intellectual Property in favor of the Administrative Agent for use in connection with the exercise of rights and remedies of the Secured Parties under the Loan Documents in respect of the ABL Priority Collateral, which license shall be substantially similar to the license described in **Section 11.3** (or otherwise reasonably satisfactory to the Administrative Agent in its Permitted Discretion).

For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested (with respect to any Investment made other than in the form of cash or Cash Equivalents, valued at the fair market value thereof at the time of the making thereof), without adjustment for subsequent increases or decreases in the value of such Investment, less any amount repaid, returned, distributed or otherwise received in respect of any Investment, in each case, in cash, and the amount of any Investment constituting a Contingent Obligation shall be determined as stated in the definition of "Contingent Obligation."

Any Investment in any Person other than a Obligor that is otherwise permitted by**Section 10.2.5** may be made through intermediate Investments in Restricted Subsidiaries that are not Obligors and such intermediate Investments shall be disregarded for purposes of determining the outstanding amount of Investments pursuant to any clause set forth above.

Permitted Lien: as defined in **Section 10.2.2**.

Permitted Purchase Money Debt: Purchase Money Debt in an aggregate principal amount not exceeding (x) the greater of (i) U.S.$300,000,000 and (ii) 35.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis or (y) in any Fiscal Year the greater of (i) U.S.$100,000,000 and (ii) 12.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis.

Permitted Receivables Financing: a receivables or securitization facility or arrangement pursuant to which an Obligor sells on a non-recourse basis (other than with respect to customary indemnification or breach of warranty provisions) accounts receivable, payables or securitization assets (including royalty and other revenue streams or other rights to payment and the proceeds thereof) or assets related thereto, to a Person that is not an Obligor or an Affiliate thereof (including any Excluded Obligors); provided, however, that the Obligors may be party to arrangements of this type with no more than twelve (12) unaffiliated account debtors at any one time.

Permitted Sale Leaseback: any Sale Leaseback consummated by any Borrower or any of the Subsidiaries after the Closing Date; provided, that any such Sale Leaseback that is not between (a) an Obligor and another Obligor or (b) a Subsidiary that is not an Obligor and another Subsidiary that is not an Obligor must be, in each case, consummated for fair value as determined at the time of consummation in good faith by (i) such Borrower or such Subsidiary and (ii) in the case of any Sale Leaseback (or series of related Sales Leasebacks) the aggregate proceeds of which exceed $100,000,000, the board of managers or directors, as applicable, of such Borrower or such Subsidiary (which such determination may take into account any retained interest or other Investment of such Borrower or such Subsidiary in connection with, and any other material economic terms of, such Sale Leaseback).

Permitted Tax Restructuring: any reorganizations and other activities related to tax planning and tax reorganization (as determined by UNFI in good faith) entered into on or after the date hereof so long as such Permitted Tax Restructuring does not materially impair the guarantees or the security interests of the Lenders in the aggregate and is otherwise not materially adverse to the Lenders and after giving effect to such Permitted Tax Restructuring (as determined by the Administrative Agent in good faith), and the Borrowers and the Subsidiaries otherwise comply with the Guarantee and Collateral Requirement.

Person: any individual, corporation, limited liability company, partnership, joint venture, joint stock company, land trust, business trust, unincorporated organization, Governmental Authority or other entity.

Pharmacy Receivables: as to each U.S. Obligor, all present and future rights of such U.S. Obligor to payment from a Third Party Payor arising from the sale of prescription drugs by such Borrower (it being understood that the portion of the purchase price for such prescription drugs payable by the purchaser of such prescription drugs or any Person other than a Third Party Payor shall not be deemed to be a Pharmacy Receivable).

Pharmacy Receivables Dilution: the percent, determined for Borrowers' most recent Fiscal Quarter, equal to (a) bad debt write-downs or write-offs, discounts, returns, promotions, credits, credit memos and other dilutive items with respect to Pharmacy Receivables, divided by (b) gross sales.

Plan: any employee benefit plan (as defined in Section 3(3) of ERISA) subject to ERISA established, maintained or contributed to by an Obligor or, with respect to any Pension Plan, an ERISA Affiliate.

Platform: as defined in **Section 14.3.3**.

Pledged Collateral: as defined in the definition of "Guarantee and Collateral Requirement."

Post-Acquisition Period: with respect to any Permitted Acquisition or the conversion of any Unrestricted Subsidiary into a Restricted Subsidiary, the period beginning on the date such Permitted Acquisition or conversion is consummated and ending on the last day of the fourth full consecutive fiscal quarter immediately following the date on which such Permitted Acquisition or conversion is consummated.

PPSA: the Personal Property Security Act of Ontario (or any successor statute), as amended, or similar legislation of any other Canadian jurisdiction, including the Civil Code of Québec, the laws of which are required by such legislation to be applied in connection with the issue, perfection, enforcement, opposability, enforceability, validity or effect of security interests or hypothecs.

Prescription Files: as to each U.S. Obligor, all of such U.S. Obligor's now owned or hereafter existing or acquired retail customer files with respect to prescriptions for retail customers and other medical information related thereto, maintained by the retail pharmacies of such U.S. Obligor, wherever located.

Prior Claims: all Liens created by Applicable Law (in contrast with Liens voluntarily granted) which rank or are capable of ranking prior or pari passu with Administrative Agent's security interests (or interests similar thereto under Applicable Law) against all or part of the ABL Priority Collateral, including for amounts owing for employee source deductions, goods and services taxes, sales taxes,

harmonized sales taxes, municipal taxes, workers' compensation, Québec corporate taxes, pension fund obligations, Wage Earner Protection Program Act obligations and overdue rents.

Pro Forma Adjustment: for the most recently ended Test Period that includes all or any part of a fiscal quarter included in any Post-Acquisition Period, with respect to the Acquired EBITDA of the applicable Acquired Entity or Business or Converted Restricted Subsidiary or the Consolidated EBITDA of the Borrowers and the Subsidiaries, (a) the pro forma increase or decrease in such Acquired EBITDA or such Consolidated EBITDA, as the case may be, that is factually supportable and is expected to have a continuing impact, in each case as determined on a basis consistent with Article 11 of Regulation S-X of the Securities Act, as interpreted by the Securities and Exchange Commission, and (b) additional good faith pro forma adjustments arising out of cost savings initiatives attributable to such transaction and additional costs associated with the combination of the operations of such Acquired Entity or Business or Converted Restricted Subsidiary with the operations of the Borrowers and the Subsidiaries, in each case being given pro forma effect, that (i) have been realized or (ii) subject to the limitations set forth in clause (b)(iv) of the definition of Consolidated EBITDA, are expected to be implemented following such transaction and are supportable and quantifiable and expected to be realized within the succeeding eighteen (18) months and, in each case, including, but not limited to, (w) reduction of costs related to administrative, selling or production related activities, (x) incremental earnings from selling or production-related activities, (y) reductions of costs related to leased or owned properties and (z) reductions from the consolidation of operations and streamlining of corporate overhead taking into account, for purposes of determining such compliance, the historical financial statements of the Acquired Entity or Business or Converted Restricted Subsidiary and the Consolidated financial statements of the Borrowers and the other Subsidiaries, assuming such Permitted Acquisition or conversion, and all other Permitted Acquisitions or conversions that have been consummated during the period, and any Debt or other liabilities repaid in connection therewith had been consummated and incurred or repaid at the beginning of such period (and assuming that such Debt to be incurred bears interest during any portion of the applicable measurement period prior to the relevant acquisition at the interest rate which is or would be in effect with respect to such Debt as at the relevant date of determination); provided, that, so long as such actions are initiated during such Post-Acquisition Period or such costs are incurred during such Post-Acquisition Period, as applicable, for purposes of projecting such pro forma increase or decrease to such Acquired EBITDA or such Consolidated EBITDA, as the case may be, it may be assumed that such cost savings will be realizable during the entirety of the most recently ended Test Period, or such additional costs, as applicable, will be incurred during the entirety of the most recently ended Test Period; and provided, further, that any amounts added to Consolidated EBITDA pursuant to clause (a) in respect of adjustments permitted under Regulation S-X as "Management Adjustments" solely by virtue of the amendments adopted on May 21, 2020 by the SEC or this clause (b) during any such period shall not, in the aggregate, exceed an amount equal to 25% of Consolidated EBITDA for such period (calculated without giving effect to any amounts added back pursuant to this clause (b), the Management Addbacks, and clause (b)(iv)(B) of the definition of "Consolidated EBITDA").

Pro Rata: (a) with respect to any U.S. Revolver Lender, a percentage (rounded to the ninth decimal place) determined (i) while the U.S. Revolver Commitments are outstanding, by dividing the amount of such U.S. Revolver Lender's U.S. Revolver Commitment by the Aggregate U.S. Revolver Commitments; and (ii) at any other time, by dividing the amount of such U.S. Revolver Lender's U.S. Revolver Loans and U.S. LC Obligations by the aggregate amount of Total U.S. Revolver Outstandings, ~~and~~ (b) with respect to any Canadian Lender, a percentage (rounded to the ninth decimal place) determined (i) while the Canadian Commitments are outstanding, by dividing the amount of such Canadian Lender's Canadian Commitment by the Aggregate Canadian Commitments; and (ii) at any other time, by dividing the amount of such Canadian Lender's Canadian Loans and Canadian LC Obligations by the aggregate amount of Total Canadian Outstandings~~.~~, (c) with respect to any FILO Lender, a percentage (rounded to the ninth decimal place) determined (i) while the FILO Commitments

are outstanding, by dividing the amount of such FILO Lender's FILO Commitment by the aggregate FILO Commitments; and (ii) at any other time, by dividing the amount of such FILO Lender's outstanding FILO Loans by the aggregate amount of outstanding FILO Loans of all FILO Lenders.

Properly Contested: with respect to any obligation of an Obligor, (a) the obligation is being properly contested in good faith by appropriate proceedings promptly instituted and diligently pursued and (b) appropriate reserves have been established in accordance with GAAP.

Property: any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

Protective Advances: as defined in **Section 2.1.6**.

PSA: the Packers and Stockyards Act (7 USC § 196 et seq.).

PSA Claim: with respect to any Person, any right or claim of or for the benefit of such Person under PSA or any similar law enacted by any other state or jurisdiction including any right, title or interest in or to any claims, remedies or trust assets or other benefits or any proceeds thereof.

PTE: a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

Purchase Money Debt: (a) Debt (other than the Obligations) for payment of any of the purchase price of fixed or capital assets; (b) Debt (other than the Obligations) incurred at the time of or within 270 days after acquisition, construction, repair, replacement or improvement of any fixed or capital assets, for the purpose of financing any of the price thereof; (c) Debt (other than the Obligations) incurred for the construction or acquisition or improvement of, or to finance or to refinance the construction, acquisition or improvement of, any Real Estate owned by any Obligor (excluding any Debt incurred in connection with Sale Leaseback transactions permitted hereunder); and (d) any renewals, extensions or refinancings (but not increases) thereof.

Purchase Money Lien: a Lien that secures (a) Finance Leases or any Refinancing Debt with respect thereto or (b) Purchase Money Debt or any Refinancing Debt with respect thereto, in each case, encumbering only the fixed or capital assets acquired with such Debt (and additions and accessions to such assets and the proceeds and the products thereof and customary security deposits) and constituting a purchase money security interest under the UCC, in the case of clause (b), the PPSA or other Applicable Law.

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: as defined in **Section 14.23**.

Qualified Cash: as of any date of determination, as to any Person, the aggregate amount of unrestricted cash and Cash Equivalents of such Person and its Subsidiaries as of such date that is (a) held in a segregated Deposit Account, investment account, or securities account or such other account, in each case, with the Administrative Agent, (b) subject to the Administrative Agent's first priority perfected Lien (and which account shall be under the sole dominion of the Administrative Agent) and (c) not subject to any other Lien, other than nonconsensual Liens permitted under **Section 10.2.2** having priority by operation of applicable Law, without limiting the ability of the Administrative Agent to change, establish or eliminate any Availability Reserves in its Permitted Discretion on account of any such

nonconsensual Liens; provided that UNFI shall promptly notify the Administrative Agent of any such nonconsensual Lien after obtaining knowledge thereof.

Qualified ECP: an Obligor with total assets exceeding $10,000,000, or that constitutes an "eligible contract participant" under the Commodity Exchange Act and can cause another Person to qualify as an "eligible contract participant" under Section 1a(18)(A)(v)(II) of such act.

Qualified Equity Interests: any Equity Interests of UNFI that are not Disqualified Equity Interests.

Qualified Secured Bank Product Obligations: Debt, obligations and other liabilities with respect to Hedging Agreements owing by a Borrower or Subsidiary to a Secured Bank Product Provider, as long as no Overadvance would result from establishment of a Qualified Secured Bank Product Reserve for such amount. The reasonably anticipated liabilities in respect of such obligations with respect to Hedging Agreements owed to Wells Fargo and its Affiliates or branches shall constitute Qualified Secured Bank Product Obligations unless otherwise agreed by Wells Fargo or such Affiliate or branch. Notwithstanding the foregoing, in no event shall Qualified Secured Bank Product Obligations of an Obligor include its Excluded Swap Obligations.

Qualified Secured Bank Product Reserve: reserves in an amount equal to the then aggregate outstanding Hedging Agreements MTM Value of all Qualified Secured Bank Product Obligations.

RCRA: the Resource Conservation and Recovery Act (42 U.S.C. §§ 6991-6991i).

Real Estate: all right, title and interest (whether as owner, lessor or lessee) in any real Property or any buildings, structures, parking areas or other improvements thereon.

Recipient: Administrative Agent, Issuing Bank, any Lender or any other recipient of a payment to be made by an Obligor under a Loan Document or on account of an Obligation.

Refinancing Conditions: the following conditions for Refinancing Debt: (a) it is in an aggregate principal amount that does not exceed the principal amount of the Debt being extended, renewed or refinanced except by an amount equal to unpaid accrued interest and premium thereon, plus amounts that would otherwise be permitted under **Section 10.2.1** (with such amounts being deemed utilization of the applicable basket or exception under **Section 10.2.1**), plus other reasonable fees and expenses reasonably incurred in connection with such refinancing, renewal or extension and by an amount equal to any existing commitments unutilized thereunder; (b) other than with respect to Refinancing Debt in respect of Debt incurred in reliance on **Section 10.2.1(b)**, it has a final maturity no sooner than, and a weighted average life no less than the then remaining weighted average life, of the Debt being extended, renewed or refinanced; (c) if in respect of Debt contractually subordinated to the Obligations, it is contractually subordinated to the Obligations on terms, taken as a whole, at least as favorable to the Lenders as those contained in the documentation governing the Debt being extended, renewed or refinanced; (d) solely with respect to Debt permitted under **Section 10.2.1(c)**, the representations, covenants and defaults applicable to it, taken as a whole, are not materially less favorable to the applicable Borrower or Subsidiary than those applicable to the Debt being extended, renewed or refinanced; (e) if such Debt is subject to the Intercreditor Agreement, such refinancing Debt shall also be subject to the Intercreditor Agreement, (f) no additional Lien is granted to secure it; and (g) no additional Person is obligated on such Debt that is not an Obligor.

Refinancing Debt: Debt that is the result of an extension, renewal or refinancing Debt or Debt otherwise permitted under **Section 10.2.1**.

Register: as defined in **Section 13.3.4**.

Relevant Governmental Body: (a) with respect to Dollars, the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto ~~and~~, (b) with respect to Canadian Dollars, the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto and (c) with respect to a Benchmark Replacement in respect of Obligations, interest, fees, commissions or other amounts denominated in, or calculated with respect to, an amount other than Dollars or Canadian Dollars, as applicable, (i) the central bank for the currency in which such Obligations, interest, fees, commissions or other amounts are denominated, or calculated with respect to, or any central bank or other supervisor which is responsible for supervising either (A) such Benchmark Replacement or (B) the administrator of such Benchmark Replacement or (ii) any working group or committee officially endorsed or convened by (A) the central bank for the currency in which such Obligations, interest, fees, commissions or other amounts are denominated, or calculated with respect to, (B) any central bank or other supervisor that is responsible for supervising either (1) such Benchmark Replacement or (2) the administrator of such Benchmark Replacement, (C) a group of those central banks or other supervisors or (D) the Financial Stability Board or any part thereof.

Relevant Intellectual Property: such rights with respect to the Intellectual Property of the Obligors as are reasonably necessary to permit the Administrative Agent to enforce its rights and remedies under the Loan Documents with respect to ABL Priority Collateral, or the disposition of which would otherwise materially adversely affect the NOLV Percentage of the ABL Priority Collateral.

Rent and Charges Reserve: the aggregate of (a) all past due rent and other amounts owing by an Obligor to any landlord, warehouseman, processor, repairman, mechanic, shipper, freight forwarder, broker or other Person who possesses any ABL Priority Collateral or could assert a Lien on any ABL Priority Collateral; and (b) a reserve at least equal to two (2) months' rent and other charges that could be payable to any such Person, unless it has executed a Lien Waiver.

Report: as defined in **Section 12.2.3**.

Reportable Event: with respect to any Pension Plan, any of the events set forth in Section 4043(c) of ERISA, other than events for which the thirty (30)-day notice period has been waived.

Required FILO Lenders: as of any date of determination, FILO Lenders having more than 50.0% of either (a) the outstanding FILO Loans or (b) if prior to the initial funding of the FILO Loans, the outstanding FILO Commitments; provided that the FILO Commitments held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required FILO Lenders and; provided, further, that, if at any time there shall be two (2) or more FILO Lenders that are unaffiliated Lenders and are non-Defaulting Lenders, then Required FILO Lenders shall include at least two (2) such FILO Lenders that are unaffiliated and are non-Defaulting Lenders.

Required Revolver Lenders: as of any date of determination, Revolver Lenders having more than 50.0% of the sum of the (a) Total Outstandings (with the aggregate outstanding amount of each Revolver Lender's risk participation and funded participation in LC Obligations and Swingline Loans being deemed "held" by such Revolver Lender for purposes of this definition) and (b) aggregate unused U.S. Revolver Commitments and Canadian Commitments; provided that the unused U.S. Revolver Commitments and Canadian Commitments of, and the portion of the Total Outstandings held or deemed

held by any Defaulting Lender shall be excluded for purposes of making a determination of RequiredRevolver Lenders.

Required Lenders: as of any date of determination, Lenders having more than 50.0% of the sum of the (a) Total Outstandings (with the aggregate outstanding amount of each Lender's risk participation and funded participation in LC Obligations and Swingline Loans being deemed "held" by such Lender for purposes of this definition), (b) aggregate unused U.S. Revolver Commitments and Canadian Commitments; provided that the unused U.S. Revolver Commitments and Canadian Commitments of, and the portion of the Total Outstandings held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders, and (c) either (i) the outstanding FILO Loans or (ii) if prior to the funding of the FILO Loans, the outstanding FILO Commitments; provided that the FILO Commitments held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

Rescindable Amount: has the meaning set forth in **Section 5.3**.

Resolution Authority: an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

Restricted Investment: any Investment by a Borrower or Subsidiary other than a Permitted Investment;provided that any contribution, sale, assignment, transfer or other disposition or investment of any Intellectual Property to or in any Unrestricted Subsidiary shall constitute a Restricted Investment, notwithstanding any basket or other exception in the definition of "Permitted Investment" that would otherwise permit any such contribution, sale, assignment, transfer, disposition or investment, except for any contribution, sale, assignment, transfer, disposal or investment of any Intellectual Property to or in any Unrestricted Subsidiary that is otherwise permitted under the definition of "Permitted Investment" and in the reasonable business judgment of UNFI is immaterial to, or no longer used in or necessary for, the conduct of the business of UNFI or any Restricted Subsidiary.

Restricted Subsidiary: any Subsidiary of UNFI (other than a Borrower) other than an Unrestricted Subsidiary.

Restrictive Agreement: an agreement (other than a Loan Document) that conditions or restricts the right of (i) any Borrower, Subsidiary or other Obligor to grant Liens on any assets for the benefit of the Secured Parties with respect to the Obligations or (ii) any Borrower (other than UNFI), Subsidiary or other Obligor to declare or make Distributions or to repay any intercompany Debt, or (iii) of any Borrower or other Obligor to guarantee the Obligations.

Revolver Lender: either a U.S. Revolver Lender or a Canadian Lender and Revolver Lenders means all such Lenders.

Revolver Loan: either a U.S. Revolver Loan or a Canadian Loan and Revolver Loans means any or all of such Loans.

Revolver ~~Availability: the Borrowing Base minus the Total Outstandings~~Obligations: any Obligations (other than FILO Obligations).

Royalties: all royalties, fees, expense reimbursement and other amounts payable by a Borrower under a License.

S&P: Standard & Poor's Financial Services LLC, a subsidiary of S&P Global, Inc., and any successor thereto.

Sale Leaseback: any transaction or series of related transactions pursuant to which any Borrower or any of the Subsidiaries (a) sells, transfers or otherwise disposes of any property, real or personal, whether now owned or hereafter acquired, and (b) as part of such transaction, thereafter rents or leases such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold, transferred or disposed.

Sanctioned Entity: (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country sanctions program administered and enforced by OFAC or any other Governmental Authority with jurisdiction over any Lender or any Obligor or any of their respective Affiliates.

Sanctioned Person: at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC's consolidated Non-SDN list or any other Sanctions-related list maintained by any Governmental Authority, (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

Sanctions: individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) ~~Her~~His Majesty's Treasury of the United Kingdom, (e) the Government of Canada, or (f) any other Governmental Authority with jurisdiction over any member of the Secured Parties or any Obligor or any of their respective Subsidiaries or Affiliates.

Seasonal Advance Period: as defined in the definition of "Inventory Formula Amount~~.~~"; it being acknowledged and agreed that no Seasonal Advance Period may be in effect at any time that any FILO Obligations or FILO Commitments are outstanding.

SEC: U.S. Securities and Exchange Commission (or any successor thereto).

Secured Bank Product Obligations: Debt, obligations and other liabilities with respect to Bank Products owing by a Borrower or Subsidiary to a Secured Bank Product Provider, as long as no Default or Event of Default exists and no Overadvance would result from establishment of a Secured Bank Product Reserve for such amount; provided, that Secured Bank Product Obligations of an Obligor shall not include its Excluded Swap Obligations.

Secured Bank Product Provider: (a) Wells Fargo or any of its Affiliates or branches; and (b) any other Person that is a Lender or Affiliate or branch of a Lender (x) on the Closing Date with respect to any Bank Product existing on the Closing Date or (y) at the time it enters into an agreement to provide a Bank Product (even though, at a later time of determination, such Person or such Person's Affiliate no longer holds any commitments or Loans hereunder), provided such provider delivers written notice to Administrative Agent, in the form attached hereto as **Exhibit G** or in such other form as agreed by the

Administrative Agent, in each case, as acknowledged by UNFI, within ten (10) days (or such later date as the Administrative Agent may agree) following the later of the Closing Date or the creation of the Bank Product, (i) describing the Bank Product and setting forth the amount of the obligations in respect of such Bank Product to be secured by the Collateral (and, if the Bank Product is not a Hedging Agreement, setting forth the maximum amount of the related maximum amount of the related Secured Bank Product Obligations), which amount may be established and increased or decreased by further written notice from such provider to the Administrative Agent from time to time, and the methodology to be used in calculating such amount, and (ii) agreeing to be bound by **Section 12.13**.

Secured Bank Product Reserve: (a) with respect to any Secured Bank Product Obligations arising from Hedging Agreements, the Hedging Agreements MTM Value of such Secured Bank Product Obligations and (b) with respect to any other Secured Bank Product Obligations, the aggregate amount of reserves established by the Administrative Agent from time to time in its Permitted Discretion to reflect the reasonably anticipated monetary obligations of the Obligors under any Secured Bank Product Obligations owing to any Secured Bank Product Providers.

Secured Parties: Administrative Agent, Issuing Banks, Lenders and Secured Bank Product Providers.

Security Agreements: (a) the Closing Date U.S. Security Agreement and (b) any other security agreement or joinder agreement that may be entered into after the Closing Date with respect to a Subsidiary of the Borrowers formed or acquired after the Closing Date, in each case, in form and substance reasonably satisfactory to the Administrative Agent.

Security Documents: the Guaranties, Security Agreements, Closing Date Canadian Security Documents, Deposit Account Control Agreements, Credit Card Notifications and all other security agreements, deeds of hypothec, pledge agreements, or other collateral security agreements, instruments or documents entered into or to be entered into by an Obligor pursuant to which such Obligor grants or perfects a security interest in certain of its assets to the Administrative Agent, including PPSA and UCC financing statements and financing change statements, as applicable, required to be executed or delivered pursuant to any Security Document, and in each case any applicable joinder agreement to any of the foregoing.

Seller Note: any unsecured promissory note (and any guarantee thereof) issued by one or more Obligors (or any Subsidiary of an Obligor organized for purposes of the corresponding Permitted Acquisition, which as a part of such Permitted Acquisition will contemporaneously be merged with or into an Obligor or otherwise will become an Obligor promptly thereafter in accordance with this Agreement) in favor of a seller in connection with a Permitted Acquisition in an aggregate principal amount not to exceed the purchase price in respect of such Permitted Acquisition.

Senior Officer: each of the chairman of the board, president, chief executive officer, chief financial officer, chief accounting officer and any senior vice president of a Borrower or, if the context requires, any other Obligor.

Settlement Report: a report summarizing (a) U.S. Revolver Loans and participations in U.S. LC Obligations outstanding as of a given settlement date, allocated to U.S. Revolver Lenders on a Pro Rata basis in accordance with their U.S. Revolver Commitments ~~and~~, (b) Canadian Loans and participations in Canadian LC Obligations outstanding as of a given settlement date, allocated to Canadian Lenders on a Pro Rata basis in accordance with their Canadian Commitments and (c) FILO Loans outstanding as of a given settlement date, allocated to FILO Lenders on a Pro Rata basis.

SOFR: a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

SOFR Administrator: the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

SOFR Loan: each portion of a U.S. Revolver Loan or a FILO Loan that bears interest at a rate determined by reference to Adjusted Term SOFR.

Sold Entity or Business: the meaning specified in the definition of the term "Consolidated EBITDA."

Solvent: as to any Person, such Person (a) owns Property whose fair salable value is greater than the amount required to pay all of its debts (including contingent, subordinated, unmatured and unliquidated liabilities); (b) owns Property whose present fair salable value (as defined below) is greater than the probable total liabilities (including contingent, subordinated, unmatured and unliquidated liabilities) of such Person as they become absolute and matured; (c) is able to pay all of its debts as they mature; (d) has capital that is not unreasonably small for its business and is sufficient to carry on its business and transactions and all business and transactions in which it is about to engage; (e) is not "insolvent" within the meaning of Section 101(32) of the Bankruptcy Code or, in the case of the Canadian Borrower or any Canadian Subsidiary, "insolvent" within the meaning of the Bankruptcy and Insolvency Act (Canada); and (f) has not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under any Loan Documents, or made any conveyance in connection therewith, with actual intent to hinder, delay or defraud either present or future creditors of such Person or any of its Affiliates. "Fair salable value" means the amount that could be obtained for assets within a reasonable time, either through collection or through sale under ordinary selling conditions by a capable and diligent seller to an interested buyer who is willing (but under no compulsion) to purchase.

Specified CST Exposure: CST Exposure with respect to all Customer Support Transactions of the type described in clause (a), (b), (c), (e) or (g) of the definition thereof.

Specified Disposition: the disposition in whole or in part of (a) the retail and other non-wholesale business or (b) the tobacco business, in each case, of UNFI and its Subsidiaries.

Specified Obligor: an Obligor that is not then an "eligible contract participant" under the Commodity Exchange Act (determined prior to giving effect to **Section 5.11**).

Specified Transaction: any Permitted Acquisition or other similar Investment, Asset Disposition, incurrence or repayment of Debt, Distributions or any other event that by the terms of this Agreement requires pro forma compliance with a test or covenant hereunder or requires such test or covenant to be calculated on a pro forma basis.

Split Collateral Basis: an arrangement under an intercreditor arrangement whereby the Obligations are secured by U.S. ABL Priority Collateral on a senior priority basis relative to the obligations under the Term Loan Facility, and the Obligations are secured by all other U.S. Collateral on a junior priority basis relative to the obligations under the Term Loan Facility.

Spot Rate: as of any day, the exchange rate determined by the Administrative Agent to be the rate quoted by the Person acting in such capacity as the spot rate for the purchase by such Person of such currency with another currency through its principal foreign exchange trading office at approximately 11:00 a.m. on the date two (2) Business Days prior to the date of such determination; provided that the

Administrative Agent may obtain such spot rate from another financial institution designated by the Administrative Agent if the Person acting in such capacity does not have as of the date of determination a spot buying rate for any such currency.

SPTs: as defined in **Section 2.2**.

Standard Letter of Credit Practice: for any Issuing Bank or any Canadian Underlying Issuer, any domestic or foreign law or letter of credit practices applicable in the city in which Issuing Bank or Canadian Underlying Issuer issued the applicable Letter of Credit or, for its branch or correspondent, such laws and practices applicable in the city in which it has advised, confirmed or negotiated such Letter of Credit, as the case may be, in each case, (a) which letter of credit practices are of banks that regularly issue letters of credit in the particular city, and (b) which laws or letter of credit practices are required or permitted under ISP or UCP, as chosen in the applicable Letter of Credit.

Subsidiary: any entity at least 50% of whose voting securities or Equity Interests is owned by a Borrower or any combination of Borrowers (including indirect ownership by a Borrower through other entities in which such Borrower directly or indirectly owns 50% of the voting securities or Equity Interests). Notwithstanding the foregoing (and except for purposes the definition of Unrestricted Subsidiary contained herein or as otherwise specified herein or in any other Loan Document), an Unrestricted Subsidiary shall be deemed not to be a Subsidiary of UNFI or any of its Subsidiaries for purposes of this Agreement.

Supermajority FILO Lenders: as of any date of determination, FILO Lenders having more than 66.7% of either (a) the outstanding principal amount of the FILO Loans or (b) if prior to the initial funding of the FILO Loans, the aggregate FILO Commitments; provided, further, that, if at any time there shall be two (2) or more FILO Lenders that are unaffiliated Lenders and are non-Defaulting Lenders, then Supermajority FILO Lenders shall include at least two (2) such FILO Lenders that are unaffiliated and are non-Defaulting Lenders.

Supermajority Lenders: as of any date of determination, Lenders having more than 66.7% of the sum of the (a) Total Outstandings (with the aggregate outstanding amount of each Lender's risk participation and funded participation in LC Obligations and Swingline Loans being deemed "held" by such Lender for purposes of this definition) ~~and~~, (b) aggregate unused U.S. Revolver Commitments and Canadian Commitments; provided that the unused U.S. Revolver Commitments and Canadian Commitments of, and the portion of the Total Outstandings held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders~~.~~ and (c) either (x) the outstanding principal amount of the FILO Loans or (y) if prior to the initial funding of the FILO Loans, the aggregate FILO Commitments; provided that the FILO Commitments held or deemed held by any Defaulting Lender shall be excluded for purposes of making a determination of Required FILO Lenders.

Supported QFC: as defined in **Section 14.23**.

Sustainability Assurance Provider: means (a) a qualified external reviewer, independent of UNFI and its Affiliates, with relevant expertise with respect to evaluating KPIs with respect to ESG targets and ESG Ratings targets, such as an auditor, environmental consultant and/or independent ratings agency of recognized national standing, or (b) another Person designated by the Administrative Agent and approved by Required Lenders.

Sustainability Linked Loan Principles: the Sustainability Linked Loan Principles as most recently published by the Loan Market Association, the Asia Pacific Loan Market Association, and the Loan Syndications & Trading Association

Sustainability Structuring Agent: Wells Fargo Capital Finance, LLC, in its capacity as Sustainability Structuring Agent.

Sustainability Structuring Agent Indemnitees: the Sustainability Structuring Agent and its Affiliates and their respective officers, directors, employees, agents and attorneys.

Swap Obligations: with respect to an Obligor, its obligations under a Hedging Agreement that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

Swap Termination Value: in respect of any one or more Hedging Agreements, after taking into account the effect of any legally enforceable netting agreement relating to such Hedging Agreements, (a) for any date on or after the date such Hedging Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark to market value(s) for such Hedging Agreements, as determined by the Secured Bank Product Provider (or UNFI, if no Secured Bank Product Provider is party to such Hedging Agreement) in accordance with the terms thereof and in accordance with customary methods for calculating mark-to-market values under similar arrangements by the Secured Bank Product Provider (or UNFI, if no Secured Bank Product Provider is party to such Hedging Agreement).

Swingline Lender: any Canadian Swingline Lender and/or U.S. Swingline Lender, as the context requires.

Swingline Loan: any Borrowing of Applicable Floating Rate Loans funded with the Administrative Agent's funds, until such Borrowing is settled among the Applicable Lenders or repaid by the U.S. Borrowers or the Canadian Borrower, as the case may be.

Tax Credit: (a) any investment tax credit under Section 48 of the Code (or any successor provision) or any production tax credit under Section 45 of the Code (or any successor provision), and (b) other tax credits available under federal, state or local tax law applicable to renewable energy investments.

Tax Credit Investment: any renewable energy project expected to generate, utilize or monetize any Tax Credits.

Taxes: all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto. For the avoidance of doubt, Taxes shall include all Taxes imposed pursuant to Part XIII of the ITA or any successor provisions thereto.

Term CORRA:

(a) for any calculation with respect to a Term CORRA Rate Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term CORRA Rate 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 5:00 p.m. Toronto time on any Periodic Term

CORRA Rate 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 Term CORRA 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 three (3) Business Days prior to such Periodic Term CORRA Rate Determination Day, and

(b) for any calculation with respect to a Canadian Base Rate Loan on any day, the Term CORRA Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term CORRA Rate Determination Day") that is two (2) Business Days prior to such day, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 5:00 p.m. Toronto time on any Base Rate 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 Term CORRA 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 three (3) Business Days prior to such Base Rate Term CORRA Determination Day.

Term CORRA Adjustment: for any calculation with respect to a Canadian Base Rate Loan or a Term CORRA Rate Loan, a percentage per annum as set forth below for the applicable type of such Loan and (if applicable) Interest Period therefor:

Canadian Base Rate Loans:

0.29547%

Term CORRA Rate Loans:

Interest Period	**Percentage**
One month	0.29547%
Three months	0.32138%

Term CORRA Administrator: CanDeal Benchmark Administration Services Inc. ("CanDeal") or, in the reasonable discretion of Agent, TSX Inc. or an affiliate of TSX Inc. as the publication source of the CanDeal/TMX Term CORRA benchmark that is administered by CanDeal (or a successor administrator of the Term CORRA Reference Rate selected by Agent in its reasonable discretion).

Term CORRA Rate Loan: (i) any Loan in Canadian Dollars bearing interest at a rate determined by reference to Adjusted Term CORRA (other than pursuant to clause (b) of the definition of Canadian Base Rate). All Term CORRA Rate Loans shall be denominated in Canadian Dollars.

Term CORRA Reference Rate: the forward-looking term rate based on CORRA.

Term Loan Agreement: the Term Loan Agreement dated as of October 22, 2018, by and among, inter alios, UNFI, the lenders party thereto from time to time and the Term Loan Facility Agent, as such

agreement may be amended, supplemented, modified, restated, renewed or replaced (whether upon or after termination or otherwise) in whole or in part from time to time.

Term Loan Facility: a senior secured term loan facility made available to UNFI under the Term Loan Agreement.

Term Loan Facility Agent: ~~CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH~~JPMorgan Chase Bank, N.A. (as successor in interest to Credit Suisse AG, Cayman Islands Branch), in its capacity as administrative agent, its successors and assigns in such capacity or any other collateral agent or similar representative of the secured parties under the Term Loan Agreement.

Term Loan Facility Documents: the Term Loan Agreement and all other "Loan Documents" (or analogous term) as defined in the Term Loan Agreement.

Term Priority Collateral: as defined in the Intercreditor Agreement.

Term SOFR:

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day;

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

Term SOFR Adjustment: a percentage equal to 0.10% per annum.

Term SOFR Administrator: CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by Administrative Agent in its reasonable discretion).

Term SOFR Reference Rate: the forward-looking term rate based on SOFR.

Termination Date: the earlier of (a) June 3, 2027, and (b) the date that is ninety (90) days prior to the stated maturity of the obligations under the Term Loan Facility or of any Refinancing Debt that refinances the Term Loan Facility; provided that clause (b) shall not be applicable if UNFI has, on or prior to the ninetieth (90th) day prior to the maturity of the Term Loan Facility or any Refinancing Debt that refinances the Term Loan Facility, either (a) repaid or otherwise discharged all of the Term Loans or such Refinancing Debt (other than up to $100,000,000 in the aggregate) (in accordance with the terms of the Term Loan Documents or such applicable documentation with respect to any such Refinancing Debt) or (b) refinanced the obligations under the Term Loan Facility or any Refinancing Debt that refinances the Term Loan Facility (other than up to $100,000,000 in the aggregate) such that the maturity date of the obligations under the Term Loan Facility or any such Refinancing Debt that refinances the Term Loan Facility is at least ninety (90) days after June 3, 2027.

Test Period: at any date of determination, the most recently completed four consecutive Fiscal Quarters ending on or prior to such date for which financial statements have been or are required to be delivered pursuant to **Section 6.01** or **Section 10.1.2(a)** or **(b)**.

Third Party Payor: any Person, such as a Fiscal Intermediary, Blue Cross/Blue Shield, or private health insurance company, which is obligated to reimburse or otherwise make payments to health care providers who provide medical care or medical assistance or other goods or services for eligible patients under any private insurance contract.

Threshold Amount: U.S. $85,000,000.

Total Canadian Outstandings: an amount equal to the sum of (a) the principal balance of all Canadian Loansplus (b) the U.S. Dollar Equivalent of the Canadian LC Obligations.

Total LC Obligations: the sum of (a) U.S. LC Obligations and (b) the U.S. Dollar Equivalent of the Canadian LC Obligations.

Total Outstandings: an amount equal to the sum of (a) the Total Canadian Outstandings plus (b) the Total U.S. Revolver Outstandings.

Total U.S. Revolver Outstandings: an amount equal to the sum of (a) the principal balance of all U.S. Revolver Loansplus (b) the U.S. LC Obligations.

Transaction: collectively, (a) the execution and delivery of the Loan Documents and the funding of the U.S. Revolver Loans and Canadian Loans and issuance of the Letters of Credit on the Closing Date, (b) the Closing Date Refinancing ~~and~~, (c) the payment of Transaction Expenses and (d) in connection with Amendment No. 1, the execution and delivery of the Loan Documents relating thereto and the funding of the FILO Loans.

Transaction Expenses: any fees or expenses incurred or paid by the Borrowers or any Subsidiary in connection with the Transaction and the transactions contemplated in connection therewith.

Trigger Event:

(a) for purposes of **Section 10.3.1**, the first date that Adjusted Availability is less than the greater of (i) ~~U.S.$210,000,000~~the Trigger Floor Amount and (ii) 10% of the Combined Borrowing Base;

(b) for any other purpose hereunder, any of (i) the occurrence and continuance of an Event of Default, and (ii) the fifth (5th) consecutive Business Day that Adjusted Availability is less than the greater of (x) 10% of the Combined Borrowing Base and (y) ~~U.S.$210,000,000~~the Trigger Floor Amount; and

(c) for all purposes of this Agreement, (i) the Administrative Agent shall use its commercially reasonable efforts to notify UNFI of the occurrence of any of the events set forth in clauses (a) and (b)(ii) above (it being understood that the Administrative Agent's failure to provide such notice shall not constitute a waiver of the Trigger Event), and (ii) the occurrence of a Trigger Event shall be deemed continuing (x) if the Trigger Event arises under clause (a)(i) or clause (b)(ii)(y) above, until Adjusted Availability equals or exceeds ~~U.S.$210,000,000~~the Trigger Floor Amount for thirty (30) consecutive days, as certified by the Borrowers in an Availability Certificate delivered to the Administrative Agent, in which case such Trigger Event shall be deemed to be no longer continuing for purposes of this Agreement, (y) if the Trigger Event arises under clause (a)(ii) or clause (b)(ii)(x) above, until Adjusted Availability equals or exceeds 10% of the Combined Borrowing Base for thirty (30) consecutive days, as certified by the Borrowers in an Availability Certificate delivered to the Administrative Agent, in which case such Trigger Event shall be deemed to be no longer continuing for purposes of this Agreement, and (z) if the Trigger Event arises under clause (b)(i) above, so long as such Event of Default is continuing; provided, that to the extent two Trigger Events have occurred and have been cured during any Test Period, any additional Trigger Event during such period shall be deemed continuing at all times during such period.

Trigger Floor Amount: at any time of determination, an amount equal to (i) if any FILO Obligations are outstanding at such time, U.S.$220,000,000 or (ii) if no FILO Obligations are then outstanding at such time, U.S.$210,000,000.

Trust Assets: as defined in **Section 10.1.10.**

Type: any type of Loan (i.e., Base Rate Loan or Applicable Offered Rate Loan) that has the same interest option and, in the case of Applicable Offered Rate Loans, the same Interest Period.

UCC: the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any Lien, the Uniform Commercial Code of such jurisdiction.

UCP: with respect to any Letter of Credit, the Uniform Customs and Practice for Documentary Credits 2007 Revision, International Chamber of Commerce Publication No. 600 and any version or revision thereof accepted by Issuing Bank or Canadian Underlying Issuer for use.

UK Financial Institution: any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

UK Resolution Authority: the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

Unadjusted Benchmark Replacement: the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

Unfunded Pension Liability: (a) with respect to a Pension Plan, the excess of a Pension Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Pension Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to the Code, ERISA or the Pension Protection Act of 2006 for the applicable plan year and (b) with respect to a Canadian Plan that is a registered pension plan, the amount (if any) by which the present value of all vested and unvested accrued benefits under such a plan exceeds the fair market value of assets allocable to such benefits, all determined as of the then most recent valuation date for such plan using customary actuarial assumptions for such a plan.

Unintentional Overadvance: as defined in **Section 2.1.5**.

Unrestricted Subsidiary: (i) any Subsidiary of UNFI designated by UNFI as an Unrestricted Subsidiary pursuant to **Section 10.1.12**; provided that neither UNFI nor the Canadian Borrower may be designated as an Unrestricted Subsidiary and (ii) any Subsidiary of an Unrestricted Subsidiary.

Unused Line Fee Rate: a per annum rate equal to 0.200%.

Upstream Payment: a Distribution by a subsidiary to an Obligor or a wholly-owned subsidiary of an Obligor (or, in the case of a Distribution by a non-wholly-owned subsidiary, to each owner of Equity Interests of such subsidiary based on their relative ownership interests of the relevant class of Equity Interests).

U.S. ABL Priority Collateral: all ABL Priority Collateral of the U.S. Obligors.

U.S. Base Rate: for any day, the greatest of (a) the Floor, (b) the Federal Funds Rate in effect on such day plus ½%, (c) Adjusted Term SOFR for a one month tenor in effect on such day, plus 1%, provided that this clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable, and (d) the rate of interest announced, from time to time, within Wells Fargo at its principal office in San Francisco as its "prime rate" in effect on such day, with the understanding that the "prime rate" is one of Wells Fargo's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo may designate.

U.S. Base Rate Loans: each portion of the Loans in U.S. Dollars that bears interest a rate determined by reference to the U.S. Base Rate.

U.S. Borrower: as defined in the preamble to this Agreement.

U.S. Collateral: all Collateral of the U.S. Obligors.

U.S. Credit Card Receivables Formula Amount: 90% of the Value of Eligible Credit Card Receivables of each U.S. Obligor; provided, however, that such percentage shall be reduced by 1.0% for each percentage point of Credit Card Receivables Dilution.

U.S. Dollar Equivalent: of any amount means, at the time of determination thereof, (a) if such amount is expressed in U.S. Dollars, such amount and (b) if such amount is denominated in any other currency, the equivalent of such amount in U.S. Dollars as determined by the Administrative Agent using the Spot Rate.

U.S. Dollars or U.S.$: lawful money of the United States.

U.S. FILO Term Note: a note executed by the Borrowers in favor of a FILO Lender (or its registered assigns) substantially in the form of **Exhibit A-2** hereto (or such other form as shall be acceptable to such FILO Lender) evidencing the FILO Loan made by such FILO Lender to the Borrowers.

U.S. Government Securities Business Day: any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements with respect to the making of any Loans or issuing of any Letters of Credit, in each case, such day is also a Business Day.

U.S. Intellectual Property Security Agreements: any agreement executed on or after the Closing Date confirming or effecting the grant of any Lien on Intellectual Property owned by any U.S. Obligor to the Administrative Agent, for the benefit of the Secured Parties, in accordance with this Agreement and the Closing Date U.S. Security Agreement.

U.S. LC Conditions: the following conditions are necessary for issuance of a U.S. Letter of Credit issued in U.S. Dollars for the account or benefit of the Domestic Borrowers or any of their Domestic Subsidiaries: (a) each of the conditions set forth in **Section 6** shall have been satisfied; (b) immediately after giving effect to such issuance, the Total LC Obligations do not exceed U.S.$300,000,000 (subject to any applicable increases in the LC Sublimit), no Overadvance exists, Total U.S. Revolver Outstandings do not exceed the U.S. Revolver Borrowing Base, and Total Outstandings do not exceed the Aggregate Borrowing Base; (c) the expiration date of such Letter of Credit, if any, is (i) no more than one year from issuance (or such longer period of time as may be agreed by the applicable Issuing Bank in its discretion) in the case of standby Letters of Credit, and (ii) no more than 120 days from issuance (or such longer period of time as may be agreed by the applicable Issuing Bank in its discretion) in the case of commercial Letters of Credit, (d) the Letter of Credit and payments thereunder are denominated in U.S. Dollars, (e) the form of the proposed Letter of Credit is reasonably satisfactory to the Administrative Agent and the applicable Issuing Bank, and (f) the Total LC Obligations with respect to Letters of Credit issued by the applicable Issuing Bank would not exceed such Issuing Bank's LC Commitment with respect to the issuance of Letters of Credit for the account or benefit of the Domestic Borrowers or any of their Domestic Subsidiaries.

U.S. LC Obligations: the sum (without duplication) of (a) all amounts owing by U.S. Borrowers for any drawings under Letters of Credit issued in U.S. Dollars for the account or on behalf of any U.S. Borrower or any of its Subsidiaries; and (b) the amount available to be drawn under outstanding Letters of Credit issued in U.S. Dollars for the account or on behalf of any U.S. Borrower or any of its Subsidiaries, except to the extent Cash Collateralized.

U.S. Obligors: UNFI and other Obligors that are Domestic Subsidiaries.

U.S. Person: "United States Person" as defined in Section 7701(a)(30) of the Code.

U.S. Pharmacy Receivables Formula: the lesser of (a) 90% of the Value of Eligible Pharmacy Receivables of each U.S. Obligor; provided, however, that such percentage shall be reduced by 1.0% for each percentage point of Pharmacy Receivables Dilution and (b) 10% of the U.S. Revolver Borrowing Base (as determined without giving regard to the limitation in this clause (b)).

U.S. Pharmacy Scripts Availability: the lesser of: (a) eighty-five percent (85%) of the product of (i) the average per Prescription File "net orderly liquidation value" of Eligible Prescription Files based on the most recent acceptable appraisal thereof received by Administrative Agent in accordance with the requirements of this Agreement, net of operating expenses, liquidation expenses and commissions reasonably anticipated in the disposition of such assets, multiplied by (ii) the number of Eligible Prescription Files, and (b) the amount equal to twenty-five percent (25%) of the U.S. Revolver Borrowing Base (as determined without regard to this limitation in this clause (b)).

U.S. Revolver Availability: the U.S. Revolver Borrowing Base minus the Total U.S. Revolver Outstandings.

U.S. Revolver Borrowing Base: on any date of determination, an amount equal to the lesser of (a) the Aggregate U.S. Revolver Commitments and (b) the sum of the Accounts Formula Amount, plus the U.S. Credit Card Receivables Formula Amount, plus the Inventory Formula Amount, plus the U.S. Pharmacy Receivables Formula, plus U.S. Pharmacy Scripts Availability, plus Qualified Cash of each U.S. Obligor minus the Availability Reserves (it being understood that the amount of the Availability Reserve shall be allocated, in the Permitted Discretion of the Administrative Agent and without duplication, between the U.S. Revolver Borrowing Base and the Canadian Borrowing Base), minus the FILO Pushdown Reserve.

U.S. Revolver Commitment: for any U.S. Revolver Lender, its obligation to make U.S. Revolver Loans and to participate in U.S. LC Obligations up to the maximum principal U.S. Dollar amount shown on **Schedule 1.1(a)**, as hereafter modified pursuant to **Section 2.1.7** or an Assignment and Acceptance to which it is a party.

U.S. Revolver Lenders: the U.S. Revolver Lenders indicated on **Schedule 1.1(a)** as the Lenders of U.S. Revolver Loans, the U.S. Swingline Lenders, any Issuing Bank that issues a Letter of Credit for the account or on behalf of any U.S. Borrower and any other Person who hereafter becomes a "U.S. Revolver Lender" pursuant to the terms hereof.

U.S. Revolver Loan: (a) a loan made to U.S. Borrowers pursuant to **Section 2.1.1(a)**, (b) any Swingline Loan for the account of a U.S. Borrower in U.S. Dollars, (c) any Overadvance Loan for the account of a U.S. Borrower deemed by the Administrative Agent to be a U.S. Revolver Loan and (d) any Protective Advance.

U.S. Revolver Note: a promissory note executed by the Borrowers in favor of a U.S. Revolver Lender in the form of **Exhibit A-1**, in the amount of such Lender's U.S. Revolver Commitment.

U.S. Revolver Overadvance: as defined in **Section 2.1.5**.

U.S. Special Resolution Regimes: as defined in **Section 14.23**.

U.S. Swingline Lender: Wells Fargo, in its capacity as provider of Swingline Loans, or any successor swing line lender hereunder that becomes a party hereto pursuant to documentation reasonably agreed between such U.S. Swingline Lender, the Administrative Agent and UNFI.

U.S. Tax Compliance Certificate: as defined in **Section 5.10.2(b)(iii)**.

Value: (a) for Inventory, its value determined on the basis of the lower of cost or market, calculated on a first-in, first-out basis, and excluding any portion of cost attributable to intercompany profit among Borrowers and their Affiliates; and (b) for an Account, Credit Card Receivable or Pharmacy Receivable, its face amount, net of any returns, rebates, discounts (calculated on the shortest terms), credits, allowances or Taxes (including sales, excise or other taxes) that have been or reasonably could be claimed by the Account Debtor or any other Person.

Voting Stock: Equity Interests of any class or classes of a corporation the holders of which are ordinarily, in the absence of contingencies, entitled to elect a majority of the corporate directors (or Persons performing similar functions).

Wage Earner Protection Program Act: the Wage Earner Protection Program Act (Canada).

Wells Fargo: Wells Fargo Bank, National Association, a national banking association.

Wells Fargo Indemnitees: Wells Fargo and its Affiliates and their respective officers, directors, employees, branches, agents, mandataries, and attorneys.

Withholding Agent: any Obligor and Administrative Agent.

Write-Down and Conversion Powers: (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 a 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 or ancillary to any of those powers.

1.2 Accounting Terms. Under the Loan Documents (except as otherwise specified herein), all accounting terms shall be interpreted, all accounting determinations shall be made, and all financial statements shall be prepared, in accordance with GAAP applied on a basis consistent with the most recent audited financial statements of UNFI delivered to Administrative Agent before the Closing Date and using the same inventory valuation method as used in such financial statements, except for any change required or permitted by GAAP if UNFI's certified public accountants concur in such change, the change (if material) is disclosed to Administrative Agent (including by way of disclosure thereof in UNFI's financial statements or other publicly-filed disclosure), and, if the calculation of any financial ratios or requirements herein would reasonably be expected to be materially affected by such change and at the request of UNFI, the Administrative Agent or Required Lenders, such financial ratios or requirements are amended in a manner satisfactory to Required Lenders to take into account the effects of the change; provided, that from the date of any such request until so amended, such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein.

1.3 Uniform Commercial Code. As used herein, the following terms are defined in accordance with the UCC in effect in the State of New York from time to time: "Certificated Security," "Chattel Paper," "Commercial Tort Claim," "Deposit Account," "Document," "Equipment," "General

Intangibles," "Goods," "Instrument," "Investment Property," "Letter-of-Credit Right," "Payment Intangibles," "Security Entitlement," "Supporting Obligation," and "Uncertificated Security."

1.4 Certain Matters of Construction. The terms "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. In the computation of periods of time from a specified date to a later specified date, "from" means "from and including," and "to" and "until" each mean "to but excluding." The terms "including" and "include" shall mean "including, without limitation" and, for purposes of each Loan Document, the parties agree that the rule of ejusdem generis shall not be applicable to limit any provision. Section titles appear as a matter of convenience only and shall not affect the interpretation of any Loan Document. All references to (a) laws or statutes include all related rules, regulations, interpretations, amendments and successor provisions; (b) any document, instrument, schedule or agreement (including this Agreement) include any amendments, restatements, waivers and other modifications, supplements, extensions or renewals (to the extent permitted by the Loan Documents); (c) any section mean, unless the context otherwise requires, a section of this Agreement; (d) any exhibits or schedules mean, unless the context otherwise requires, exhibits and schedules attached hereto, which are hereby incorporated by reference; (e) any Person include successors and assigns; (f) time of day means time of day at Administrative Agent's notice address under **Section 14.3.1**; (g) discretion of Administrative Agent, any Issuing Bank or any Lender mean the sole and absolute discretion of such Person, (h) "province", "provincial" or like terms shall be deemed to include "territory", "territorial" and like terms, or (i) "fair market value" mean fair market value as reasonably determined in good faith by UNFI. All determinations (including calculations of the U.S. Revolver Borrowing Base, Canadian Borrowing Base, the FILO Borrowing Base and financial covenants) made from time to time under the Loan Documents shall be made in light of the circumstances existing at such time. The U.S. Revolver Borrowing Base, Canadian Borrowing Base, the FILO Borrowing Base calculations shall be consistent with historical methods of valuation and calculation, and otherwise reasonably satisfactory to Administrative Agent (and not necessarily calculated in accordance with GAAP). Borrowers shall have the burden of establishing any alleged negligence, misconduct or lack of good faith by Administrative Agent, any Issuing Bank or any Lender under any Loan Documents. No provision of any Loan Documents shall be construed against any party by reason of such party having, or being deemed to have, drafted the provision. Any reference herein to a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, or an allocation of assets to a series of a limited liability company (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company shall constitute a separate Person hereunder (and each division of any limited liability company that is a Subsidiary, Restricted Subsidiary, Unrestricted Subsidiary, joint venture or any other like term shall also constitute such a Person or entity).

Notwithstanding anything contained herein to the contrary, upon payment in full of all of the FILO Obligations (other than any unasserted contingent indemnification obligations) and the termination of all FILO Commitments, in each case, prior to the termination of this Agreement, this Agreement shall be interpreted without giving effect to any terms herein providing for any rights or remedies of, or obligations owing to, the FILO Lenders (other than any such rights, remedies or obligations that expressly survive payment in full of the Obligations).

1.5 Conversions of Canadian Dollars. The Administrative Agent in good faith shall determine the U.S. Dollar Equivalent and Canadian Dollar Equivalent of any amount as required hereby, and a determination thereof by the Administrative Agent shall be conclusive absent manifest error. The Administrative Agent may, but shall not be obligated to, rely on any determination made by any Obligor

in any document delivered to Administrative Agent. The Administrative Agent may determine or redetermine the U.S. Dollar Equivalent and Canadian Dollar Equivalent of any amount on any date either in its own discretion or upon the request of any Lender or any Issuing Bank. The Administrative Agent may set up appropriate rounding off mechanisms or otherwise round-off amounts hereunder to the nearest higher or lower amount in whole U.S. Dollar, Canadian Dollar or whole cents to ensure amounts owing by any party hereunder or that otherwise need to be calculated or converted hereunder are expressed in whole U.S. Dollars, Canadian Dollars or in whole cents, as may be necessary or appropriate. Wherever in this Agreement in connection with (a) a Borrowing, conversion, continuation or prepayment of an Applicable Offered Rate Loan or Applicable Floating Rate Loan, (b) the issuance, amendment or extension of a Letter of Credit, or (c) an amount, such as a required minimum, maximum or multiple amount, is expressed in U.S. Dollars, but such Borrowing, Applicable Offered Rate Loan, Applicable Floating Rate Loan, Letter of Credit or amount is denominated in Canadian Dollars, such amount shall be the Canadian Dollar Equivalent of such U.S. Dollar amount (rounded to the nearest unit of Canadian Dollars, with 0.5 of a unit being rounded upward), as determined by the Administrative Agent or the applicable Issuing Bank, as the case may be. Borrowers shall report Value and other Borrowing Base and FILO Borrowing Base components to the Administrative Agent in the currency invoiced by Borrowers or shown in Borrowers' financial records, and unless expressly provided otherwise, shall deliver financial statements and calculate financial covenants in U.S. Dollars.

1.6 Collateral Located in the Province of Québec. For purposes of any Collateral located in the Province of Québec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) "personal property" shall be deemed to include "movable property", (b) "tangible property" shall be deemed to include "corporeal property", (c) "intangible property" shall be deemed to include "incorporeal property", (d) "security interest" and "mortgage" shall be deemed to include a "hypothec", (e) all references to filing, registering or recording under the UCC or the PPSA shall be deemed to include publication under the Civil Code of Québec, (f) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to the "opposability" of such Liens to third parties, (g) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (h) an "agent" shall be deemed to include a "mandatary", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) "construction liens" shall be deemed to include "legal hypothecs in favor of persons having taken part in the construction or renovation of an immovable"; (k) "joint and several" shall be deemed to include solidary; (l) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault"; (m) "beneficial ownership" shall be deemed to include "ownership"; (n) "easement" shall be deemed to include a servitude; (o) "priority" shall be deemed to include "rank" or "prior claim", as applicable; (p) "survey" shall be deemed to include "certificate of location and plan"; (q) "state" shall be deemed to include "province"; (r) "fee simple title" shall be deemed to include "absolute ownership"; (s) "legal title" shall be deemed to include "holding title as mandatary or prête-nom on behalf of an owner" (t) "leasehold interest" shall be deemed to include "rights resulting from a lease"; and (u) "lease" shall be deemed to include a "contract of leasing (crédit-bail)".

1.7 Certain Calculations and Tests.

1.7.1. (a) Notwithstanding anything in this Agreement or any Loan Document to the contrary but subject to clause (b) of this **Section 1.7.1**, when calculating any applicable ratio or determining other compliance with this Agreement including the determination of compliance with any provision of this Agreement which requires that no Default or Event of Default has occurred, is continuing or would result therefrom) in connection with a Specified Transaction undertaken in connection with the consummation of a Limited Condition Transaction, the date of determination of such

ratio or other applicable covenant and determination of whether any Default or Event of Default has occurred, is continuing or would result therefrom or other applicable covenant shall, at the option of UNFI (UNFI's election to exercise such option in connection with any Limited Condition Transaction, an "LCA Election"), be deemed to be the date that the definitive agreements for such Limited Condition Transaction are entered into (in each case, the "LCA Test Date") and if, after such ratios and other provisions are measured on a pro forma basis after giving effect to such Limited Condition Transaction and the other Specified Transactions to be entered into in connection therewith and the use of proceeds thereof as if they occurred at the beginning of the four consecutive fiscal quarter period being used to calculate such financial ratio ending prior to the LCA Test Date, the Borrowers could have taken such action on the relevant LCA Test Date in compliance with such ratios and provisions, such provisions shall be deemed to have been complied with. For the avoidance of doubt, (x) if any of such ratios are exceeded as a result of fluctuations in such ratio (including due to fluctuations in Consolidated EBITDA) at or prior to the consummation of the relevant Limited Condition Transaction, such ratios and other provisions will not be deemed to have been exceeded as a result of such fluctuations solely for purposes of determining whether the Limited Condition Transaction is permitted hereunder and (y) such ratios and other provisions shall not be tested at the time of consummation of such Limited Condition Transaction or related Specified Transactions. If UNFI has made an LCA Election for any Limited Condition Transaction, then in connection with any subsequent calculation of any ratio or basket availability with respect to any other Specified Transaction on or following the relevant LCA Test Date and prior to the earlier of the date on which such Limited Condition Transaction is consummated, such Limited Condition Transaction is terminated or expires without consummation of such Limited Condition Transaction, any such ratio or basket shall be calculated on a pro forma basis assuming such Limited Condition Transaction and other transactions in connection therewith (including any incurrence of Debt and the use of proceeds thereof) have been consummated.

(b) Notwithstanding the foregoing, in no event shall **Section 1.7.1(a)** apply to any determination of compliance with (including the calculation of any ratio or testing the absence of any Default or Event of Default in connection with) clauses (i) or (ii) of the definition of Permitted Acquisition; clause (j) of the definition of Permitted Investment; **Section 6.3**; the final paragraph of S**ection 10.2.4**; **Section 10.2.8(f)**; or **Section 10.3**.

1.7.2. Notwithstanding anything to the contrary herein, with respect to any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that does not require compliance with a financial ratio or test (including, without limitation, pro forma compliance with any Fixed Charge Coverage Ratio, any Consolidated Total Net Leverage Ratio test, any Consolidated Secured Net Leverage Ratio test or Consolidated First Lien Net Leverage Ratio (any such amounts, the "Fixed Amounts")) substantially concurrently with any amounts incurred or transactions entered into (or consummated) in reliance on a provision of this Agreement that requires compliance with any such financial ratio or test (any such amounts, the "Incurrence Based Amounts"), it is understood and agreed that (i) the Fixed Amounts (and any cash proceeds thereof) and (ii) any Debt resulting from borrowings under this Agreement which occur concurrently or substantially concurrently with the incurrence of the Incurrence Based Amounts shall, in each case, be disregarded in the calculation of the financial ratio or test applicable to the Incurrence Based Amounts in connection with such substantially concurrent incurrence, except that incurrences of Debt and Liens constituting Fixed Amounts shall be taken into account for purposes of Incurrence Based Amounts contained in **Section 10.2.1** or **Section 10.2.2**.

1.8 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the

subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.9 Rates. Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 3.6(d)(iii), will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR , Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA or any other Benchmark, prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. Administrative Agent and its affiliates or other related entities may engage in transactions that affect the calculation of the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to a Borrower. Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, Term CORRA Reference Rate, Adjusted Term CORRA, Term CORRA or any other Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to any 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 2. CREDIT FACILITIES

2.1 Commitments.

2.1.1. Loans.

(a) U.S. Revolver Loans. Each U.S. Revolver Lender agrees, severally on a Pro Rata basis up to its U.S. Revolver Commitment, on the terms set forth herein, to make U.S. Revolver Loans in U.S. Dollars to the U.S. Borrowers from time to time from the Closing Date through the Commitment Termination Date. The U.S. Revolver Loans may be repaid and reborrowed as provided herein. In no event shall U.S. Revolver Lenders have any obligation to honor a request for a U.S. Revolver Loan if: (i) the Total Outstandings at such time (including the requested Loan) would exceed the Aggregate Borrowing Base, (ii) the Total U.S. Revolver Outstandings would exceed the U.S. Revolver Borrowing Base, or (~~i~~iii) such Lender's Pro Rata Share of the Total Outstandings at such time (including the requested Loan) would exceed such Lender's U.S. Revolver Commitment.

(b) Canadian Loans. Each Canadian Lender agrees, severally on a Pro Rata basis up to its Canadian Commitment, on the terms set forth herein, to make Canadian Loans in Canadian Dollars to the ~~Borrowers~~Canadian Borrower from time to time from the Closing Date through the Commitment Termination Date. The Canadian Loans may be repaid and reborrowed as provided herein. In no event shall Canadian Lenders have

any obligation to honor a request for a Canadian Loan if: (i) the Total Canadian Outstandings at such time (including the requested Loan) would exceed the ~~aggregate~~ Canadian ~~Commitments~~Borrowing Base, (ii) such Lender's Pro Rata Share of the Total Canadian Outstandings at such time (including the requested Loan) would exceed such Lender's Canadian Commitment, or (iii) the Total Outstandings at such time (including the requested Loan) would exceed the Aggregate Borrowing Base.

(c) FILO Loans. Subject to the terms and conditions set forth herein (including the conditions set forth in **Section 6.3**) and in Amendment No. 1, each FILO Lender severally agrees to make the FILO Loans in U.S. Dollars to the U.S. Borrowers on the Amendment No. 1 Effective Date in an amount equal to such FILO Lender's FILO Commitment; provided that, after giving effect to any such FILO Loans, the aggregate outstanding principal balance of the FILO Loans shall not exceed the FILO Borrowing Base, except to the extent a FILO Pushdown Reserve has been established in the amount of such excess (and has not resulted in any Overadvance). Upon each applicable FILO Lender making its portion of the FILO Loan as set forth above, the applicable FILO Commitment of such FILO Lender shall be deemed satisfied and terminated. FILO Loans made pursuant to this Agreement and repaid or prepaid may not be reborrowed. Portions of the FILO Loan may be Base Rate Loans or SOFR Loans, as further provided herein.

2.1.2. Notes. The Loans made by each Lender and interest accruing thereon shall be evidenced by the records of the Administrative Agent and such Lender. At the request of any Lender, the U.S. Borrowers or Canadian Borrower, as applicable, shall deliver a U.S. Revolver Note ~~or~~, Canadian Note or U.S. FILO Term Note, as the case may be, to such Lender.

2.1.3. Use of Proceeds. The proceeds of Loans shall be used by the applicable Borrowers solely (a) on the Closing Date, to repay all obligations due under the Existing UNFI ABL Credit Agreement, (b) on or after the Closing Date ~~,~~ to finance working capital and general corporate purposes, including Distribution and Upstream Payments permitted under **Section 10.2.4** and Permitted Acquisitions permitted under **Section 10.2.5**, from time to time for UNFI and its Subsidiaries, and (c) on the ~~Closing~~Amendment No. 1 Effective Date, to pay Transaction Expenses relating to Amendment No. 1 and the Transactions contemplated thereby and repay certain outstanding obligations under the Term Loan Agreement.

2.1.4. Voluntary Reduction or Termination of Commitments.

(a) Voluntary Reduction or Termination of U.S. Revolver Commitments and Aggregate Commitments.

(i) The U.S. Revolver Commitments shall terminate on the Commitment Termination Date, unless sooner terminated in accordance with this Agreement. The FILO Commitments shall terminate on the Amendment No. 1 Effective Date.

(ii) Upon prior written notice to Administrative Agent, Borrowers may, at their option, terminate the unused Aggregate Commitments and this credit facility; provided, that such notice must be received by the Administrative Agent not later than 11:00 a.m. three (3) Business Days prior to the date of termination. Any notice of termination given by Borrowers shall be irrevocable (provided, further, however, that the Borrowers may specify in any such notice that such termination is conditioned upon

the consummation of another transaction and the Borrowers may rescind any notices of termination or reduction under this **Section 2.1.4(a)** if such other transaction shall not be consummated or shall be delayed). On the ~~termination date~~Commitment Termination Date, Borrowers shall make Full Payment of all Obligations (provided that the Canadian Obligors shall only be required to make Full Payment of the Canadian Obligations).

(iii) UNFI may permanently reduce the unused U.S. Revolver Commitments, on a Pro Rata basis for each U.S. Revolver Lender, upon prior written notice to Administrative Agent, which notice shall specify the amount of the reduction and shall be irrevocable once given; provided, that such notice must be received by the Administrative Agent not later than 11:00 a.m. three (3) Business Days prior to the date of reduction. Each reduction shall be in a minimum amount of U.S. $10,000,000, or an increment of U.S. $1,000,000 in excess thereof.

(b) Voluntary Reduction or Termination of Canadian Commitments

(i) The Canadian Commitments shall terminate on the Commitment Termination Date, unless sooner terminated in accordance with this Agreement. Upon prior written notice to the Administrative Agent, ~~Borrowers~~the Canadian Borrower may, at their option, terminate the Canadian Commitments; provided, that such notice must be received by the Administrative Agent not later than 11:00 a.m. three (3) Business Days prior to the date of termination. Any notice of termination given by Canadian Borrower shall be irrevocable (provided, further, however, that the Canadian Borrower may specify in any such notice that such termination is conditioned upon the consummation of another transaction and the Borrowers may rescind any notices of termination or reduction under this **Section 2.1.4(b)** if such other transaction shall not be consummated or shall be delayed). On the ~~termination date~~Commitment Termination Date, Borrowers shall make Full Payment of all Obligations ~~which are denominated in~~(provided that the Canadian ~~Dollars~~Obligors shall only be required to make Full Payment of the Canadian Obligations).

(ii) ~~UNFI~~Canadian Borrower may permanently reduce the Canadian Commitments, on a Pro Rata basis for each Canadian Lender, upon prior written notice to the Administrative Agent, which notice shall specify the amount of the reduction and shall be irrevocable once given; provided, that such notice must be received by the Administrative Agent not later than 11:00 a.m. three (3) Business Days prior to the date of reduction. Each reduction shall be in a minimum amount of U.S.$ 5,000,000, or an increment of U.S. $1,000,000 in excess thereof.

(c) Certifications. In connection with any reduction in the Aggregate Commitments, U.S. Revolver Commitments or Canadian Commitments, in all cases, prior to the Termination Date, if any Obligor or any of its Subsidiaries owns any Margin Stock, Borrowers shall deliver to Administrative Agent an updated Form U-1 (with sufficient additional originals thereof for each Lender), duly executed and delivered by the Borrowers, together with such other documentation as Administrative Agent shall reasonably request, in order to enable Administrative Agent and the Lenders to comply with any of the requirements under Regulations T, U or X of the Board of Governors.

2.1.5. Overadvances. If the Total U.S. Revolver Outstandings exceed the U.S. Revolver Borrowing Base ("U.S. Revolver Overadvance") at any time, the excess amount of such U.S. Revolver

Loans shall be payable ~~by~~(and, thereafter, LC Obligations, cash collateralized) by U.S. Borrowers in U.S. Dollars **on demand** by Administrative Agent, but all such U.S. Revolver Loans shall nevertheless constitute Obligations secured by the Collateral and entitled to all benefits of the Loan Documents~~; provided, however, at any time that there are~~. If the Total Canadian Outstandings~~, any such~~ exceed the Canadian Borrowing Base ("Canadian Overadvance") at any time, the excess amount ~~may~~of such Canadian Loans shall be payable ~~by Borrowers~~(and, thereafter, Canadian LC Obligations, cash collateralized) by the Canadian Borrower in Canadian Dollars ~~up to the amount of Total Canadian Outstandings at such time~~**on demand** by Administrative Agent, but all such Canadian Loans shall nevertheless constitute Canadian Obligations secured by the Collateral and entitled to all benefits of the Loan Documents. The Administrative Agent may require the Revolver Lenders to honor requests for Overadvance Loans and to forbear from requiring the applicable Borrowers to cure an Overadvance, (a) when the Borrowers have not notified Administrative Agent that any other Event of Default then exists, as long as (i) the Overadvance does not continue for more than thirty (30) consecutive days (and no Overadvance may exist for at least five consecutive days thereafter before further Overadvance Loans are required), and (ii) the Overadvance is not known by the Administrative Agent to exceed ~~10% of the~~(A) if a U.S. Revolver Overadvance, 10% of the U.S. Revolver Borrowing Base (without giving effect to the FILO Pushdown Reserve), and (B) if a Canadian Overadvance, 10% of the Canadian Borrowing Base; and (b) regardless of whether an Event of Default exists, if the Administrative Agent discovers an Overadvance not previously known by it to exist (an "Unintentional Overadvance"), if (i)(A) with respect to a U.S. Revolver Overadvance, the sum of (x) the aggregate amount of the Unintentional Overadvance under the U.S. Revolver Borrowing Base and (y) the amount of the request for a Overadvance does not exceed 10% of the ~~Borrowing~~U.S. Revolver Borrowing Base (without giving effect to the FILO Pushdown Reserve), and (B) with respect to a Canadian Overadvance, the sum of (x) the aggregate amount of the Unintentional Overadvance under the Canadian Borrowing Base and (y) the amount of the request for a Overadvance does not exceed 10% of the Canadian Borrowing Base, and (ii) such Overadvance does not continue for more than thirty (30) consecutive days. In no event shall Overadvance Loans be required that would cause (1) the Total U.S. Revolver Outstandings to exceed the Aggregate U.S. Revolver Commitments, or (2) the Total Canadian Outstandings to exceed the Aggregate Canadian Commitments. Any funding of an Overadvance Loan or sufferance of ~~an~~a U.S. Revolver Overadvance or Canadian Overadvance shall not constitute a waiver by the Administrative Agent or Applicable Lenders of the Event of Default caused thereby. In no event shall any Borrower or other Obligor be deemed a beneficiary of this Section nor authorized to enforce any of its terms. Required Lenders may at any time revoke the Administrative Agent's authority to make further Overadvance Loans by written notice to Administrative Agent.

2.1.6. Protective Advances. The Administrative Agent shall be authorized, in its discretion, at any time that any conditions in **Section 6** are not satisfied, to make U.S. Revolver Loans as U.S. Base Rate Loans ("Protective Advances"), (i) up to an aggregate amount not to exceed 7.50% of the Combined Borrowing Base at the time such U.S. Revolver Loans are made, if the Administrative Agent deems such Loans necessary or desirable to preserve or protect Collateral, or to enhance the collectibility or repayment of Obligations, as long as such Loans do not cause the Total Outstandings to exceed the Aggregate Commitments; or (ii) to pay any other amounts chargeable to Obligors under any Loan Documents, including interest, costs, fees and expenses. Each U.S. Revolver Lender shall participate in each ~~U.S. Revolver~~ Protective Advance made to the Borrowers on a Pro Rata basis. Required Lenders may at any time revoke Administrative Agent's authority to make further ~~U.S. Revolver~~ Protective Advances under clause (i) by written notice to Administrative Agent. Absent such revocation, the Administrative Agent's determination that funding of a ~~U.S. Revolver~~ Protective Advance is appropriate shall be conclusive.

2.1.7. Increase in U.S. Revolver Commitments or Canadian Commitments

(a) Borrowers may request an increase in U.S. Revolver Commitments or Canadian Commitments from time to time (or, solely to the extent set forth in **Section 2.1.7(b)** below, provide commitments under a new facility constituting a FILO Tranche) upon notice to Administrative Agent as long as (a) the requested increase is in a minimum amount of U.S. $10,000,000 and is offered on the same terms as existing U.S. Revolver Commitments or Canadian Commitments, except for a closing (or similar) fee agreed to among Administrative Agent, Borrowers and the Lenders providing such increase; provided that the Borrowers may request any such increase be in the form of a FILO Tranche solely to the extent set forth in **Section 2.1.7(b)**, (b) subject to clause (e) below, increases to the U.S. Revolver Commitments under this Section after the Amendment No. 1 Effective Date do not exceed U.S. $~~750,000,000~~620,000,000 in the aggregate, (c) to the extent any such increase is made to the Canadian Commitments (which, for the avoidance of doubt, are a sublimit of the U.S. Revolver Commitments), such increase shall not exceed the U.S. Dollar Equivalent of $100,000,000, (d) no Default or Event of Default exists at the time of any such increase, and (e) if such increase is in the form of a FILO Tranche, the Administrative Agent, the Borrowers and Required Lenders shall have entered into an amendment to this Agreement in accordance with **clause (b)** below. Administrative Agent shall promptly notify the Applicable Lenders of the requested increase and, within ten (10) Business Days thereafter (or such shorter period as agreed to by the Administrative Agent in its discretion), each Applicable Lender shall notify Administrative Agent if and to what extent such Lender commits to increase its U.S. Revolver Commitment and/or Canadian Commitment, as the case may be. Any Lender not responding within such period shall be deemed to have declined an increase. If Lenders fail to commit to the full requested increase, Eligible Assignees may issue additional U.S. Revolver Commitments or Canadian Commitments and become Lenders hereunder upon entering into joinder documentation reasonably acceptable to Administrative Agent. Administrative Agent may allocate, in its discretion, the increased U.S. Revolver Commitments or Canadian Commitments among committing Applicable Lenders and, if necessary, Eligible Assignees. Provided the conditions set forth in **Section 6.2** are satisfied, total U.S. Revolver Commitments or Canadian Commitments shall be increased by the requested amount (or such lesser amount committed by Applicable Lenders and Eligible Assignees) on a date agreed upon by Administrative Agent and UNFI, but no later than forty-five (45) days following Borrowers' increase request. Administrative Agent, Borrowers, and new and existing Applicable Lenders shall execute and deliver such documents and agreements (including legal opinions) as Administrative Agent deems appropriate to evidence or in connection with the increase in and allocations of U.S. Revolver Commitments or Canadian Commitments. On the effective date of an increase, (i) all outstanding applicable Loans, applicable LC Obligations and other exposures under the U.S. Revolver Commitments or Canadian Commitments shall be reallocated among Applicable Lenders, and settled by the Administrative Agent if necessary, in accordance with Applicable Lenders' adjusted shares of such U.S. Revolver Commitments or Canadian Commitments and (ii) Borrowers shall pay all fees and expenses incurred in connection with such increase (including any breakage costs).

(b) FILO Tranche. Any increases to the U.S. Revolver Commitments or Canadian Commitments may be in the form of a separate "first-in, last-out" or "last-out" tranche (which may take the form of a term loan borrowing) (the "FILO Tranche") with, among other terms, interest rate margins, rate floors, upfront fees, funding discounts and original issue discounts, in each case to be agreed upon (which, for the avoidance of doubt, shall not require any adjustment to the Applicable Margin for

other Loans) among the Borrowers, Administrative Agent and the Lenders providing the FILO Tranche so long as (a) any Loans and related Obligations in respect of the FILO Tranche are not to be guaranteed by any Person other than the Guarantors and are not secured by any assets other than Collateral; (b) as between (x) the Loans (other than the FILO Tranche) and (y) the FILO Tranche, all proceeds from the liquidation or other realization of the Collateral (including ABL Priority Collateral) or application of funds in accordance with **Section 5.6.2** shall be applied, first to obligations owing under, or with respect to, the Loans (other than the FILO Tranche) and any Obligations owing to those Persons providing such Loans with respect thereto (other than the FILO Tranche), and, second, to the FILO Tranche and any Obligations owing to those Persons providing the FILO Tranche with respect thereto; (c) the Borrowers may not prepay Loans under the FILO Tranche or terminate or reduce the commitments in respect thereof at any time that other Loans (including Swing Line Loans) and/or other accrued and unpaid Obligations (unless cash collateralized or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent) are outstanding; (d) the Required Lenders (calculated as including the FILO Tranche) shall, subject to the terms of the Intercreditor Agreement, control exercise of remedies in respect of the Collateral; (e) no changes affecting the priority status of the credit facility under this Agreement (other than the FILO Tranche) vis-à-vis the FILO Tranche may be made without the consent of each Lender adversely affected thereby, other than such changes which affect only the FILO Tranche; (f) the final maturity of any FILO Tranche shall not occur, and no FILO Tranche shall require mandatory commitment reductions prior to, the Termination Date at such time; (g) the advance rates with respect to the items included in the borrowing base for such FILO Tranche shall not exceed the advance rates for such corresponding items in the borrowing base for all other Loans by more than five percent (5%); provided, there may be no Seasonal Advance Period at any time a FILO Tranche is in effect the borrowing base for which includes inventory, and (h) except as otherwise set forth in this **Section 2.1.7(b)**, the terms of any FILO Tranche, taken as a whole, are not materially less favorable to the Borrowers than those hereunder (including, without limitation, the inclusion of any additional financial or other material covenant) without the consent of the Required Lenders (as determined without inclusion of such FILO Lenders).

2.2 Sustainability Adjustments.

(a) After the Closing Date, the Borrowers, in consultation with the Sustainability Structuring Agent, shall be entitled to (a) identify specified Environmental, Social and Governance ("ESG") related Key Performance Indicators ("KPIs") and establish associated annual Sustainability Performance Targets ("SPTs") with respect to the ESG strategy and disclosure of the Borrowers and their Subsidiaries and/or (b) identify external ESG ratings ("ESG Ratings") and establish associated annual SPTs. Any such KPIs and/or ESG Ratings and associated SPTs are to be mutually agreed between the Borrowers and the Sustainability Structuring Agent.

(i) Notwithstanding anything in **Section 14.1** to the contrary, the Borrowers, the Sustainability Structuring Agent, and the Required Revolver Lenders may amend this Agreement (such amendment, the "ESG Amendment") solely for the purpose of incorporating the KPIs and/or ESG Ratings, associated SPTs, and other related provisions (the "ESG Pricing Provisions") into this Agreement with respect to the Revolver Obligations.

(ii) If any such ESG Amendment does not obtain requisite consent of the Required Revolver Lenders, an alternative ESG Amendment may be effectuated with the consent of the Required Revolver Lenders, the Borrowers, the Sustainability Structuring Agent, and the Administrative Agent.

(iii) Upon the effectiveness of any such ESG Amendment, based on the Obligors' performance against the KPIs and/or ESG Ratings and associated SPTs, certain adjustments (an increase, a decrease, or no adjustment) to the ~~Commitment~~Unused Line Fee Rate and the Applicable Margin (but not the FILO Applicable Margin) will be made; provided that the amount of any such adjustments made pursuant to an ESG Amendment shall not exceed (i) in the case of the Unused Line Fee Rate, an increase and/or decrease of 1.00 basis point and (ii) in the case of the Applicable Margin or Letter of Credit Fee, an increase and/or decrease of 5.00 basis points; provided, further, that in no event shall the Unused Fee Rate, Applicable Margin or Letter of Credit Fee be less than 0%.

(iv) The pricing adjustments will require, among other things, annual reporting in a manner that is aligned with the Sustainability Linked Loan Principles in effect at the time of the ESG Amendment and is to be mutually agreed between the Borrowers, the Sustainability Structuring Agent, and the Administrative Agent (each acting reasonably). If KPIs are utilized, any proposed ESG Amendment shall also identify, and be reviewed by, a Sustainability Assurance Provider.

(v) Following the effectiveness of the ESG Amendment, (A) any modification to the ESG Pricing Provisions which has the effect of reducing the Unused Line Fee Rate, the Applicable Margin and/or the Letter of Credit Fees to a level not otherwise permitted by this **Section 2.2** shall be subject to the consent of all effected Revolver Lenders and (B) any other modification to the ESG Pricing Provisions (other than, for the avoidance of doubt, as provided for in the immediately preceding clause (A)) shall be subject only to the consent of the Required Revolver Lenders.

(b) In connection with any proposed ESG Amendment, the Sustainability Structuring Agent may (i) assist the Borrowers in selecting the KPIs and/or ESG Ratings and setting the associated SPTs, (ii) determine the ESG Pricing Provisions in connection with the ESG Amendment, and (iii) assist the Borrowers in preparing informational materials focused on ESG to be used in connection with the ESG Amendment, in each case based upon the information provided by the Borrowers with respect to the applicable KPIs and/or ESG Ratings selected in accordance with this **Section 2.2**; provided that the Sustainability Structuring Agent (A) shall have no duty to ascertain, inquire into, or otherwise independently verify any such information and (B) shall have no responsibility for (and shall not be liable for) the completeness or accuracy of any such information.

2.3 Letter of Credit Facility.

2.3.1. Issuance of Letters of Credit. Until thirty (30) days prior to the Commitment Termination Date, from time to time from the Closing Date (x) each Issuing Bank with a "U.S. Letter of Credit Commitment" on **Schedule 1.1(c)** shall issue Letters of Credit for the account of the U.S. Borrowers or their U.S. Subsidiaries denominated in U.S. Dollars and (y) each Issuing Bank with a "Canadian Letter of Credit Commitment" on **Schedule 1.1(c)** shall issue, or cause a Canadian Underlying

Issuer (including as a Lender's agent) to issue, Canadian Letters of Credit for the account of the~~Borrowers or their~~Canadian Borrower or its Canadian Subsidiaries provided if Issuing Bank, at its option, elects to cause a Canadian Underlying Issuer to issue a requested Canadian Letter of Credit, then Issuing Bank agrees that it will enter into arrangements relative to the reimbursement of such Canadian Underlying Issuer (which may include, among other means, by becoming an applicant with respect to such Letter of Credit or entering into undertakings or other arrangements that provide for reimbursement of such Canadian Underlying Issuer with respect to drawings under such Canadian Letter of Credit); each such obligation or undertaking irrespective of whether in writing (a "Canadian Reimbursement Undertaking") with respect to Canadian Letters of Credit issued by such Canadian Underlying Issuer),

in all cases, on the terms set forth herein, including the following:

(a) Subject to the terms and conditions of this Agreement, upon the request of Borrowers made in accordance herewith, and prior to the Termination Date, each Issuing Bank agrees to issue, or cause to be issued, a requested standby Letter of Credit or a sight commercial Letter of Credit for the account of Borrowers. By submitting a request to Issuing Bank for the issuance of a Letter of Credit, Borrowers shall be deemed to have requested that (i) Issuing Bank issue the requested Letter of Credit or (ii) in the case of Canadian Letter of Credit, that the Issuing Bank cause Canadian Underlying Issuer to issue the requested Letter of Credit (and, in such case, to have requested the Issuing Bank to issue a Canadian Reimbursement Undertaking to the Canadian Underlying Issuer with respect to such requested Letter of Credit). Each request for the issuance of a Letter of Credit, or the amendment or extension of any outstanding Letter of Credit, shall be (i) irrevocable and made in writing by an Authorized Person, (ii) delivered to Administrative Agent and Issuing Bank via telefacsimile or other electronic method of transmission reasonably acceptable to Administrative Agent and Issuing Bank and reasonably in advance of the requested date of issuance, amendment, or extension, and (iii) subject to Issuing Bank's authentication procedures with results satisfactory to Issuing Bank. Each such request shall be in form and substance reasonably satisfactory to Administrative Agent and Issuing Bank and (i) shall specify (A) the amount of such Letter of Credit, (B) the date of issuance, amendment, or extension of such Letter of Credit, (C) the proposed expiration date of such Letter of Credit, (D) the name and address of the beneficiary of the Letter of Credit, and (E) such other information (including, the conditions to drawing, and, in the case of an amendment or extension, identification of the Letter of Credit to be so amended or extended) as shall be necessary to prepare, amend, or extend such Letter of Credit, and (ii) shall be accompanied by such Issuer Documents as Administrative Agent, Issuing Bank or Canadian Underlying Issuer may request or require, to the extent that such requests or requirements are consistent with the Issuer Documents that Issuing Bank or Canadian Underlying Issuer generally requests for Letters of Credit in similar circumstances. Issuing Bank's records of the content of any such request will be conclusive. Anything contained herein to the contrary notwithstanding, Issuing Bank may, but shall not be obligated to, issue or cause the issuance of a Letter of Credit that supports the obligations of an Obligor or one of its Subsidiaries in respect of (x) a lease of real property, or (y) an employment contract.

(b) Issuing Bank shall have no obligation to issue a Letter of Credit or to issue a Canadian Reimbursement Undertaking in respect of a Canadian Underlying Letter of Credit if any of the following would result after giving effect to the requested issuance:

(i) the Letter of Credit Usage would exceed the LC Sublimit, or

(ii) the Letter of Credit Usage attributable to Letters of Credit and Canadian Reimbursement Undertaking issued by any Issuing Bank would exceed the Individual Letter of Credit Sublimit, or

(iii) the Letter of Credit Usage would exceed the Aggregate Commitments less the outstanding amount of U.S. Revolver Loans (including Swingline Loans) and Canadian Loans, or

(iv) the Letter of Credit Usage would exceed the Borrowing Base at such time less the outstanding principal balance of the U.S. Revolver Loans and Canadian Loans (inclusive of Swingline Loans) at such time.

(c) In the event there is a Defaulting Lender as of the date of any request for the issuance of a Letter of Credit, Issuing Bank shall not be required to issue or arrange for such Letter of Credit or Canadian Reimbursement Undertaking to the extent (i) the Defaulting Lender's Letter of Credit Exposure with respect to such Letter of Credit or Canadian Reimbursement Undertaking may not be reallocated pursuant to **Section 2.3.1(g)(ii)**, or (ii) Issuing Bank has not otherwise entered into arrangements reasonably satisfactory to it and Borrowers to eliminate Issuing Bank's risk with respect to the participation in such Letter of Credit or Canadian Reimbursement Undertaking of the Defaulting Lender, which arrangements may include Borrowers cash collateralizing such Defaulting Lender's Letter of Credit Exposure in accordance with **Section 2.3.1(g)(ii)**. Additionally, Issuing Bank shall have no obligation to issue or extend a Letter of Credit or Canadian Reimbursement Undertaking if (A) any order, judgment, or decree of any Governmental Authority or arbitrator shall, by its terms, purport to enjoin or restrain Issuing Bank or Canadian Underlying Issuer from issuing such Letter of Credit or Canadian Reimbursement Undertaking, or any law applicable to Issuing Bank or Canadian Underlying Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over Issuing Bank or Canadian Underlying Issuer shall prohibit or request that Issuing Bank refrain from the issuance of letters of credit generally or such Letter of Credit or Canadian Reimbursement Undertaking in particular, or (B) the issuance of such Letter of Credit or Canadian Reimbursement Undertaking would violate one or more policies of Issuing Bank or Canadian Underlying Issuer, applicable to letters of credit generally, or any Applicable Laws, or (C) if amounts demanded to be paid under any Letter of Credit will not or may not be in United States Dollars or Canadian Dollars, as applicable.

(d) Any Issuing Bank (other than Wells Fargo or any of its Affiliates) shall notify Administrative Agent in writing no later than the Business Day prior to the Business Day on which such Issuing Bank issues any Letter of Credit or Canadian Reimbursement Undertaking. In addition, each Issuing Bank (other than Wells Fargo or any of its Affiliates) shall, on the first Business Day of each week, submit to Administrative Agent a report detailing any changes from the previous week in the daily undrawn amount of each Letter of Credit and Canadian Reimbursement Undertaking issued by such Issuing Bank. Borrowers and the Secured Parties hereby acknowledge and agree that all Existing Letters of Credit shall constitute Letters of Credit under this Agreement on and after the Closing Date with the same effect as if such Existing Letters of Credit were issued by Issuing Bank at the request of Borrowers on the Closing Date. Each Letter of Credit shall be in form and substance reasonably acceptable to Issuing

Bank, including the requirement that the amounts payable thereunder must be payable in Dollars or Canadian Dollars, as applicable. If Issuing Bank makes a payment under a Letter of Credit or Canadian Reimbursement Undertaking, Borrowers shall pay to Administrative Agent an amount equal to the applicable Letter of Credit Disbursement on the Business Day such Letter of Credit Disbursement is made and, in the absence of such payment, the amount of the Letter of Credit Disbursement immediately and automatically shall be deemed to be a U.S. Revolver Loan or Canadian Loan, as applicable, hereunder (notwithstanding any failure to satisfy any condition precedent set forth in Section 3) and, initially, shall bear interest at the rate then applicable to U.S. Revolver Loans or Canadian Loans, as applicable, that are Base Rate Loans. If a Letter of Credit Disbursement is deemed to be a U.S. Revolver Loan or Canadian Loan, as applicable, hereunder, Borrowers' obligation to pay the amount of such Letter of Credit Disbursement to Issuing Bank shall be automatically converted into an obligation to pay the resulting U.S. Revolver Loan or Canadian Loan, as applicable. Promptly following receipt by Administrative Agent of any payment from Borrowers pursuant to this paragraph, Administrative Agent shall distribute such payment to Issuing Bank or, to the extent that U.S. Revolver Lenders or Canadian Lenders, as applicable, have made payments pursuant to Section 2.3(e) to reimburse Issuing Bank, then to such U.S. Revolver Lenders and Issuing Bank or Canadian Lenders, as applicable, as their interests may appear.

(e) Promptly following receipt of a notice of a Letter of Credit Disbursement pursuant to **Section 2.3.1(d)**, each U.S. Revolver Lender and Canadian Lender agrees to fund its Pro Rata Share of any U.S. Revolver Loan or Canadian Loan, as applicable, deemed made pursuant to **Section 2.3.1(d)** on the same terms and conditions as if Borrowers had requested the amount thereof as a U.S. Revolver Loan or Canadian Loan, as applicable, and Administrative Agent shall promptly pay to Issuing Bank the amounts so received by it from the U.S. Revolver Lenders or the Canadian Lenders, as applicable. By the issuance of a Letter of Credit (or an amendment or extension of a Letter of Credit) and without any further action on the part of Issuing Bank, the U.S. Revolver Lenders or Canadian Lenders, Issuing Bank shall be deemed to have granted to each U.S. Revolver Lender, and each U.S. Revolver Lender and Canadian Lender shall be deemed to have purchased, a participation in each Letter of Credit or Canadian Reimbursement Undertaking issued by Issuing Bank, in an amount equal to its Pro Rata Share of such Letter of Credit, Canadian Reimbursement Undertaking and each such U.S. Revolver Lender and Canadian Lender agrees to pay to Administrative Agent, for the account of Issuing Bank, such U.S. Revolver Lender's and Canadian Lender's Pro Rata Share of any Letter of Credit Disbursement made by Issuing Bank under the applicable Letter of Credit. In consideration and in furtherance of the foregoing, each U.S. Revolver Lender and Canadian Lender hereby absolutely and unconditionally agrees to pay to Administrative Agent, for the account of Issuing Bank, such U.S. Revolver Lender's and Canadian Lender's Pro Rata Share of each Letter of Credit Disbursement made by Issuing Bank and not reimbursed by Borrowers on the date due as provided in **Section 2.3.1(d)**, or of any reimbursement payment that is required to be refunded (or that Administrative Agent or Issuing Bank elects, based upon the advice of counsel, to refund) to Borrowers for any reason. Each U.S. Revolver Lender and Canadian Lender acknowledges and agrees that its obligation to deliver to Administrative Agent, for the account of Issuing Bank, an amount equal to its respective Pro Rata Share of each Letter of Credit Disbursement pursuant to this **Section 2.3(e)** shall be absolute and unconditional and such remittance shall be made notwithstanding the occurrence or continuation of an Event of Default or Default or the failure to satisfy

any condition set forth in **Section 3**. If any such U.S. Revolver Lender ~~and~~or Canadian Lender fails to make available to Administrative Agent the amount of such U.S. Revolver Lender's and Canadian Lender's Pro Rata Share of a Letter of Credit Disbursement as provided in this Section, such U.S. Revolver Lender and Canadian Lender shall be deemed to be a Defaulting Lender and Administrative Agent (for the account of Issuing Bank) shall be entitled to recover such amount on demand from such U.S. Revolver Lender and Canadian Lender together with interest thereon at the Defaulting Lender Rate until paid in full.

(f) Each Borrower agrees to indemnify, defend and hold harmless each member of the Secured Parties (including Issuing Bank, Canadian Underlying Issuer and their respective branches, Affiliates, and correspondents) and each such Person's respective directors, officers, employees, attorneys and agents (each, including Issuing Bank and Canadian Underlying Issuer, a "Letter of Credit Related Person") (to the fullest extent permitted by law) from and against any and all claims, demands, suits, actions, investigations, proceedings, liabilities, fines, costs, penalties, and damages, and all reasonable fees and disbursements of attorneys, experts, or consultants and all other costs and expenses actually incurred in connection therewith or in connection with the enforcement of this indemnification (as and when they are incurred and irrespective of whether suit is brought), which may be incurred by or awarded against any such Letter of Credit Related Person (the "Letter of Credit Indemnified Costs"), and which arise out of or in connection with, or as a result of:

(i) any Letter of Credit or any pre-advice of its issuance;

(ii) any transfer, sale, delivery, surrender or endorsement (or lack thereof) of any Drawing Document at any time(s) held by any such Letter of Credit Related Person in connection with any Letter of Credit;

(iii) any action or proceeding arising out of, or in connection with, any Letter of Credit (whether administrative, judicial or in connection with arbitration), including any action or proceeding to compel or restrain any presentation or payment under any Letter of Credit or Canadian Reimbursement Undertaking, or for the wrongful dishonor of, or honoring a presentation under, any Letter of Credit;

(iv) any independent undertakings issued by the beneficiary of any Letter of Credit;

(v) any unauthorized instruction or request made to Issuing Bank in connection with any Letter of Credit or requested Letter of Credit, or any error, omission, interruption or delay in such instruction or request, whether transmitted by mail, courier, electronic transmission, SWIFT, or any other telecommunication including communications through a correspondent;

(vi) an adviser, confirmer or other nominated person seeking to be reimbursed, indemnified or compensated;

(vii) any third party seeking to enforce the rights of an applicant, beneficiary, nominated person, transferee, assignee of Letter of Credit proceeds or holder of an instrument or document;

(viii) the fraud, forgery or illegal action of parties other than the Letter of Credit Related Person;

(ix) any prohibition on payment or delay in payment of any amount payable by Issuing Bank to a beneficiary or transferee beneficiary of a Letter of Credit or Canadian Reimbursement Undertaking arising out of Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions;

(x) Issuing Bank's or Canadian Underlying Issuer's performance of the obligations of a confirming institution or entity that wrongfully dishonors a confirmation;

(xi) any foreign language translation provided to Issuing Bank or Canadian Underlying Issuer in connection with any Letter of Credit;

(xii) any foreign law or usage as it relates to Issuing Bank's or Canadian Underlying Issuer's issuance of a Letter of Credit in support of a foreign guaranty including without limitation the expiration of such guaranty after the related Letter of Credit expiration date and any resulting drawing paid by Issuing Bank or Canadian Underlying Issuer in connection therewith; or

(xiii) the acts or omissions, whether rightful or wrongful, of any present or future de jure or de facto governmental or regulatory authority or cause or event beyond the control of the Letter of Credit Related Person;

(xiv) provided, that such indemnity shall not be available to any Letter of Credit Related Person claiming indemnification under clauses (i) through (xiii) above to the extent that such Letter of Credit Indemnified Costs may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the Letter of Credit Related Person claiming indemnity. Borrowers hereby agree to pay the Letter of Credit Related Person claiming indemnity on demand from time to time all amounts owing under this Section 2.3(f). If and to the extent that the obligations of Borrowers under this Section 2.3(f) are unenforceable for any reason, Borrowers agree to make the maximum contribution to the Letter of Credit Indemnified Costs permissible under Applicable Law. This indemnification provision shall survive termination of this Agreement and all Letters of Credit.

(g) The liability of Issuing Bank (or any other Letter of Credit Related Person) under, in connection with or arising out of any Letter of Credit or Canadian Reimbursement Undertaking (or pre-advice), regardless of the form or legal grounds of the action or proceeding, shall be limited to direct damages suffered by Borrowers that are caused directly by Issuing Bank's or Canadian Underlying Issuer's gross negligence or willful misconduct in (i) honoring a presentation under a Letter of Credit that on its face does not at least substantially comply with the terms and conditions of such Letter of Credit, (ii) failing to honor a presentation under a Letter of Credit that strictly complies with the terms and conditions of such Letter of Credit, or (iii) retaining Drawing Documents presented under a Letter of Credit. Borrowers' aggregate remedies against Issuing Bank and any Letter of Credit Related Person for wrongfully honoring a presentation under any Letter of Credit or wrongfully retaining honored Drawing Documents shall in no event exceed the aggregate amount paid by

Borrowers to Issuing Bank in respect of the honored presentation in connection with such Letter of Credit under **Section 2.3.1(d)**, plus interest at the rate then applicable to Base Rate Loans hereunder. Borrowers shall take action to avoid and mitigate the amount of any damages claimed against Issuing Bank or any other Letter of Credit Related Person, including by enforcing its rights against the beneficiaries of the Letters of Credit. Any claim by Borrowers under or in connection with any Letter of Credit shall be reduced by an amount equal to the sum of (x) the amount (if any) saved by Borrowers as a result of the breach or alleged wrongful conduct complained of, and (y) the amount (if any) of the loss that would have been avoided had Borrowers taken all reasonable steps to mitigate any loss, and in case of a claim of wrongful dishonor, by specifically and timely authorizing Issuing Bank or Canadian Underlying Issuer to effect a cure.

(h) Borrowers are responsible for the final text of the Letter of Credit as issued by Issuing Bank or Canadian Underlying Issuer, irrespective of any assistance Issuing Bank or Canadian Underlying Issuer may provide such as drafting or recommending text or by Issuing Bank's or Canadian Underlying Issuer's use or refusal to use text submitted by Borrowers. Borrowers understand that the final form of any Letter of Credit may be subject to such revisions and changes as are deemed necessary or appropriate by Issuing Bank or Canadian Underlying Issuer, and Borrowers hereby consent to such revisions and changes not materially different from the application executed in connection therewith. Borrowers are solely responsible for the suitability of the Letter of Credit for Borrowers' purposes. If Borrowers request Issuing Bank to issue a Letter of Credit for an affiliated or unaffiliated third party (an "Account Party"), (i) such Account Party shall have no rights against Issuing Bank or Canadian Underlying Issuer; (ii) Borrowers shall be responsible for the application and obligations under this Agreement; and (iii) communications (including notices) related to the respective Letter of Credit shall be among Issuing Bank, Canadian Underlying Issuer (if applicable) and Borrowers. Borrowers will examine the copy of the Letter of Credit and any other documents sent by Issuing Bank in connection therewith and shall promptly notify Issuing Bank or Canadian Underlying Issuer, as applicable, (not later than three (3) Business Days following Borrowers' receipt of documents from Issuing Bank or Canadian Underlying Issuer) of any non-compliance with Borrowers' instructions and of any discrepancy in any document under any presentment or other irregularity. Borrowers understand and agree that Issuing Bank or Canadian Underlying Issuer is not required to extend the expiration date of any Letter of Credit for any reason. With respect to any Letter of Credit containing an "automatic amendment" to extend the expiration date of such Letter of Credit, Issuing Bank or Canadian Underlying Issuer in its sole and absolute discretion, may give notice of non-extension of such Letter of Credit and, if Borrowers do not at any time want the then current expiration date of such Letter of Credit to be extended, Borrowers will so notify Administrative Agent, Issuing Bank and Canadian Underlying Issuer at least thirty (30) calendar days before Issuing Bank and Canadian Underlying Issuer is required to notify the beneficiary of such Letter of Credit or any advising bank of such non-extension pursuant to the terms of such Letter of Credit.

(i) Borrowers' reimbursement and payment obligations under this Section 2.3 are absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever, including:

(i) any lack of validity, enforceability or legal effect of any Letter of Credit, any Issuer Document, this Agreement, or any Loan Document, or any term or provision therein or herein;

(ii) payment against presentation of any draft, demand or claim for payment under any Drawing Document that does not comply in whole or in part with the terms of the applicable Letter of Credit or which proves to be fraudulent, forged or invalid in any respect or any statement therein being untrue or inaccurate in any respect, or which is signed, issued or presented by a Person or a transferee of such Person purporting to be a successor or transferee of the beneficiary of such Letter of Credit;

(iii) Issuing Bank, Canadian Underlying Issuer or any of their branches or Affiliates being the beneficiary of any Letter of Credit;

(iv) Issuing Bank, Canadian Underlying Issuer or any correspondent honoring a drawing against a Drawing Document up to the amount available under any Letter of Credit even if such Drawing Document claims an amount in excess of the amount available under the Letter of Credit;

(v) the existence of any claim, set-off, defense or other right that any Obligor or any of its Subsidiaries may have at any time against any beneficiary or transferee beneficiary, any assignee of proceeds, Issuing Bank, Canadian Underlying Issuer or any other Person;

(vi) Issuing Bank, Canadian Underlying Issuer or any correspondent honoring a drawing upon receipt of an electronic presentation under a Letter of Credit requiring the same, regardless of whether the original Drawing Documents arrive at Issuing Bank's Canadian Underlying Issuer's counters or are different from the electronic presentation;

(vii) any other event, circumstance or conduct whatsoever, whether or not similar to any of the foregoing that might, but for this **Section 2.3.1(i)**, constitute a legal or equitable defense to or discharge of, or provide a right of set-off against, any Borrower's or any of its Subsidiaries' reimbursement and other payment obligations and liabilities, arising under, or in connection with, any Letter of Credit, whether against Issuing Bank, Canadian Underlying Issuer, the beneficiary or any other Person; or

(viii) the fact that any Default or Event of Default shall have occurred and be continuing;

provided, that subject to **Section 2.3.1(g)** above, the foregoing shall not release Issuing Bank or Canadian Underlying Issuer from such liability to Borrowers as may be finally determined in a final, non-appealable judgment of a court of competent jurisdiction against Issuing Bank or Canadian Underlying Issuer following reimbursement or payment of the obligations and liabilities, including reimbursement and other payment obligations, of Borrowers to Issuing Bank or Canadian Underlying Issuer arising under, or in connection with, this Section 2.3 or any Letter of Credit or Canadian Reimbursement Undertaking.

(j) Without limiting any other provision of this Agreement, Issuing Bank and each other Letter of Credit Related Person (if applicable) shall not be

responsible to Borrowers for, and Issuing Bank's rights and remedies against Borrowers and the obligation of Borrowers to reimburse Issuing Bank for each drawing under each Letter of Credit and Canadian Reimbursement Undertaking shall not be impaired by:

(i) honor of a presentation under any Letter of Credit that on its face substantially complies with the terms and conditions of such Letter of Credit, even if the Letter of Credit requires strict compliance by the beneficiary;

(ii) honor of a presentation of any Drawing Document that appears on its face to have been signed, presented or issued (A) by any purported successor or transferee of any beneficiary or other Person required to sign, present or issue such Drawing Document or (B) under a new name of the beneficiary;

(iii) acceptance as a draft of any written or electronic demand or request for payment under a Letter of Credit, even if nonnegotiable or not in the form of a draft or notwithstanding any requirement that such draft, demand or request bear any or adequate reference to the Letter of Credit;

(iv) the identity or authority of any presenter or signer of any Drawing Document or the form, accuracy, genuineness or legal effect of any Drawing Document (other than Issuing Bank's or Canadian Underlying Issuer's determination that such Drawing Document appears on its face substantially to comply with the terms and conditions of the Letter of Credit);

(v) acting upon any instruction or request relative to a Letter of Credit or requested Letter of Credit that Issuing Bank or Canadian Underlying Issuer in good faith believes to have been given by a Person authorized to give such instruction or request;

(vi) any errors, omissions, interruptions or delays in transmission or delivery of any message, advice or document (regardless of how sent or transmitted) or for errors in interpretation of technical terms or in translation or any delay in giving or failing to give notice to any Borrower;

(vii) any acts, omissions or fraud by, or the insolvency of, any beneficiary, any nominated person or entity or any other Person or any breach of contract between any beneficiary and any Borrower or any of the parties to the underlying transaction to which the Letter of Credit relates;

(viii) assertion or waiver of any provision of the ISP or UCP that primarily benefits an issuer of a letter of credit, including any requirement that any Drawing Document be presented to it at a particular hour or place;

(ix) payment to any presenting bank (designated or permitted by the terms of the applicable Letter of Credit) claiming that it rightfully honored or is entitled to reimbursement or indemnity under Standard Letter of Credit Practice applicable to it;

(x) acting or failing to act as required or permitted under Standard Letter of Credit Practice applicable to where Issuing Bank or Canadian Underlying Issuer has issued, confirmed, advised or negotiated such Letter of Credit, as the case may be;

(xi) honor of a presentation after the expiration date of any Letter of Credit notwithstanding that a presentation was made prior to such expiration date and dishonored by Issuing Bank or Canadian Underlying Issuer if subsequently Issuing Bank or Canadian Underlying Issuer or any court or other finder of fact determines such presentation should have been honored;

(xii) dishonor of any presentation that does not strictly comply or that is fraudulent, forged or otherwise not entitled to honor; or

(xiii) honor of a presentation that is subsequently determined by Issuing Bank or Canadian Underlying Issuer to have been made in violation of international, federal, state, provincial or local restrictions on the transaction of business with certain prohibited Persons.

(k) Borrowers shall pay immediately upon demand to Administrative Agent for the account of Issuing Bank as non-refundable fees, commissions, and charges (it being acknowledged and agreed that any charging of such fees, commissions, and charges to the Loan Account pursuant to the provisions of **Section 5.8** shall be deemed to constitute a demand for payment thereof for the purposes of this **Section 2.3(k)**): (i) a fronting fee which shall be imposed by Issuing Bank equal to 0.125% per annum times the average amount of the Letter of Credit Usage during the immediately preceding month plus (ii) any and all other customary commissions, fees and charges then in effect imposed by, and any and all expenses incurred by, Issuing Bank, Canadian Underlying Issuer or by any adviser, confirming institution or entity or other nominated person, relating to Letters of Credit, at the time of issuance of any Letter of Credit and upon the occurrence of any other activity with respect to any Letter of Credit (including transfers, assignments of proceeds, amendments, drawings, extensions or cancellations). Borrowers shall also pay directly to Canadian Underlying Issuer all of its fees, commissions and charges in respect of Letters of Credit issued by such Canadian Underlying Issuer upon written demand.

(l) If by reason of (x) any Change in Law, or (y) compliance by Issuing Bank, Canadian Underlying Issuer or any other member of the Secured Parties with any direction, request, or requirement (irrespective of whether having the force of law) of any Governmental Authority or monetary authority including, Regulation D of the Board of Governors as from time to time in effect (and any successor thereto):

(i) any reserve, deposit, or similar requirement is or shall be imposed or modified in respect of any Letter of Credit or Canadian Reimbursement Undertaking issued or caused to be issued hereunder or hereby, or any Loans or obligations to make Loans hereunder or hereby, or

(ii) there shall be imposed on Issuing Bank, Canadian Underlying Issuer or any other member of the Secured Parties any other condition regarding any Letter of Credit, Canadian Reimbursement Undertaking, Loans, or obligations to make Loans hereunder,

and the result of the foregoing is to increase, directly or indirectly, the cost to Issuing Bank, Canadian Underlying Issuer or any other member of the Secured Parties of issuing, making, participating in, or maintaining any Letter of Credit, Canadian Reimbursement Undertaking or to reduce the amount receivable in respect thereof, then, and in any such

case, Administrative Agent may, at any time within a reasonable period after the additional cost is incurred or the amount received is reduced, notify Borrowers, and Borrowers shall pay within thirty (30) days after demand therefor, such amounts as Administrative Agent may specify to be necessary to compensate Issuing Bank, Canadian Underlying Issuer or any other member of the Secured Parties for such additional cost or reduced receipt, together with interest on such amount from the date of such demand until payment in full thereof at the rate then applicable to Base Rate Loans hereunder; provided, that (A) Borrowers shall not be required to provide any compensation pursuant to this **Section 2.3.1(l**) for any such amounts incurred more than 180 days prior to the date on which the demand for payment of such amounts is first made to Borrowers, and (B) if an event or circumstance giving rise to such amounts is retroactive, then the 180-day period referred to above shall be extended to include the period of retroactive effect thereof. The determination by Administrative Agent of any amount due pursuant to this **Section 2.3(l**), as set forth in a certificate setting forth the calculation thereof in reasonable detail, shall, in the absence of manifest or demonstrable error, be final and conclusive and binding on all of the parties hereto.

(m) Each standby Letter of Credit shall expire not later than the date that is 12 months after the date of the issuance of such Letter of Credit; provided, that any standby Letter of Credit may provide for the automatic extension thereof for any number of additional periods each of up to one year in duration; provided further, that with respect to any Letter of Credit which extends beyond the Termination Date, Letter of Credit Collateralization shall be provided therefor on or before the date that is five (5) Business Days prior to the Termination Date. Each commercial Letter of Credit shall expire on the earlier of (i) 120 days after the date of the issuance of such commercial Letter of Credit and (ii) five (5) Business Days prior to the Termination Date.

(n) If (i) any Event of Default shall occur and be continuing, or (ii) Availability shall at any time be less than zero, or (iii) within (5) Business Days prior to the Termination Date, then on the Business Day following the date when UNFI receives notice from Administrative Agent or the Required Lenders (as determined without inclusion of the FILO Lenders) demanding Letter of Credit Collateralization pursuant to this **Section 2.3.1(n)** upon such demand, Borrowers shall provide Letter of Credit Collateralization with respect to the then existing Letter of Credit Usage. If Borrowers fail to provide Letter of Credit Collateralization as required by this Section 2.3(n), the U.S. Revolver Lenders may (and, upon direction of Administrative Agent, shall) advance, as U.S. Revolver Loans the amount of the cash collateral required pursuant to the Letter of Credit Collateralization provision so that the then existing Letter of Credit Usage is cash collateralized in accordance with the Letter of Credit Collateralization provision (whether or not the U.S. Commitments have terminated, an Overadvance exists or the conditions in **Section 6.2** are satisfied).

(o) Unless otherwise expressly agreed by Issuing Bank and Borrowers when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the ISP shall apply to each standby Letter of Credit, and (ii) the rules of the UCP shall apply to each commercial Letter of Credit.

(p) Issuing Bank shall be deemed to have acted with due diligence and reasonable care if Issuing Bank's conduct is in accordance with Standard Letter of Credit Practice or in accordance with this Agreement.

(q) In the event of a direct conflict between the provisions of this Section 2.3 and any provision contained in any Issuer Document, it is the intention of the parties hereto that such provisions be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of this Section 2.3 shall control and govern.

(r) The provisions of this Section 2.3 shall survive the termination of this Agreement and the repayment in full of the Obligations with respect to any Letters of Credit that remain outstanding.

(s) At Borrowers' costs and expense, Borrowers shall execute and deliver to Issuing Bank such additional certificates, instruments or documents and take such additional action as may be reasonably requested by Issuing Bank to enable Issuing Bank to issue any Letter of Credit pursuant to this Agreement and related Issuer Document, to protect, exercise or enforce Issuing Banks' rights and interests under this Agreement or to give effect to the terms and provisions of this Agreement or any Issuer Document. Each Borrower irrevocably appoints Issuing Bank as its attorney-in-fact and authorizes Issuing Bank, without notice to Borrowers, to execute and deliver ancillary documents and letters customary in the letter of credit business that may include but are not limited to advisements, indemnities, checks, bills of exchange and issuance documents. The power of attorney granted by the Borrowers is limited solely to such actions related to the issuance, confirmation or amendment of any Letter of Credit and to ancillary documents or letters customary in the letter of credit business. This appointment is coupled with an interest.

2.3.2. Cash Collateral. If any LC Obligations, whether or not then due or payable, shall for any reason be outstanding at any time (a) that an Event of Default exists, (b) that U.S. Revolver Availability or Canadian Availability is less than zero, (c) after the Commitment Termination Date, or (d) within five (5) Business Days prior to the Termination Date, then the applicable Borrower or Borrowers shall, at the applicable Issuing Bank's or the Administrative Agent's request, Cash Collateralize the stated amount of all outstanding Letters of Credit issued for the account or benefit of such Borrower or Borrowers and pay to each applicable Issuing Bank the amount of all other outstanding LC Obligations of such Borrower or Borrowers owed to such Issuing Bank. The applicable Borrower or Borrowers shall, **on demand** by the applicable Issuing Bank or the Administrative Agent from time to time, Cash Collateralize the Fronting Exposure of any Defaulting Lender that has not been Cash Collateralized by such Defaulting Lender.

2.3.3. Resignation of Issuing Banks. Any Issuing Bank may resign at any time upon notice to the Administrative Agent and the applicable Borrower or Borrowers. On and after the effective date of such resignation, such Issuing Bank shall have no obligation to issue, amend, renew, extend or otherwise modify any Letter of Credit, but shall continue to have all rights and other obligations of an Issuing Bank hereunder relating to any Letter of Credit issued by such Issuing Bank prior to such date. To the extent requested by UNFI, the Administrative Agent shall use commercially reasonable efforts to promptly appoint a replacement Issuing Bank, which, as long as no Default or Event of Default exists, shall be reasonably acceptable to the applicable Borrower or Borrowers.

SECTION 3. INTEREST, FEES AND CHARGES

3.1 Interest.

3.1.1. Rates and Payment of Interest.

(a) The Obligations shall bear interest (i) if a Revolver Loan that is a U.S. Base Rate Loan, at the U.S. Base Rate in effect from time to time, plus the Applicable Margin; (ii) if a Canadian Base Rate Loan, at the Canadian Base Rate in effect from time to time, plus the Applicable Margin; (iii) if a Revolver Loan that is a SOFR Loan, at Adjusted Term SOFR in effect from time to time plus the Applicable Margin; (iv) if a ~~CDOR~~Term CORRA Rate Loan, at the ~~CDOR~~Adjusted Term CORRA Rate for the applicable Interest Period, plus the Applicable Margin; ~~and~~ (v) if a FILO Loan that is a U.S. Base Rate Loan, at the U.S. Base Rate in effect from time to time, plus the FILO Applicable Margin; (vi) if a FILO Loan that is a SOFR Loan, at Adjusted Term SOFR in effect from time to time plus the FILO Applicable Margin; and (vii) if any other Obligation (including, to the extent permitted by law, interest not paid when due), at the Applicable Floating Rate in effect from time to time, plus the Applicable Margin (or, in the case of any such Obligation which is a FILO Obligation, plus the FILO Applicable Margin), as applicable. Interest shall accrue from the date the Loan is advanced or the Obligation is incurred or payable, until paid by the applicable Borrower or Borrowers. If a Loan is repaid on the same day made, one day's interest shall accrue.

(b) During an Insolvency Proceeding with respect to any Obligor, or during any other Event of Default if (i) Administrative Agent or ~~Required Lenders~~(ii) Required FILO Lenders in the case of FILO Obligations and/or Required Revolver Lenders in the case of Revolver Obligations, as applicable, in their discretion so elect, Obligations shall bear interest at the Default Rate (whether before or after any judgment). Each Borrower acknowledges that the cost and expense to Administrative Agent and Lenders due to an Event of Default are difficult to ascertain and that the Default Rate is fair and reasonable compensation for this.

(c) Interest accrued on the Loans shall be due and payable in arrears, (i) (x) with respect to any Applicable Offered Rate Loan, the last day of the Interest Period applicable to such Loan; provided, however, that if any Interest Period for an Applicable Offered Rate Loan exceeds three (3) months, interest accrued on such Loan shall also be due and payable on the respective dates that fall every three (3) months after the beginning of such Interest Period and (y) with respect any Applicable Floating Rate Loan, on the first day of each month; (ii) on any date of prepayment, with respect to the principal amount of Loans being prepaid; and (iii) on the Commitment Termination Date. Interest accrued on any other Obligations shall be due and payable as provided in the Loan Documents and, if no payment date is specified, shall be due and payable **quarterly**. Notwithstanding the foregoing, interest accrued at the Default Rate shall be due and payable **on demand**.

3.1.2. Application of Applicable Offered Rate to Outstanding Loans.

(a) Borrowers may on any Business Day, subject to delivery of a Notice of Conversion/Continuation, elect to convert any portion of any Base Rate Loans to, or to continue any Applicable Offered Rate Loan at the end of its Interest Period as, an Applicable Offered Rate Loan of the same Class in the same currency. During any Default or Event of Default, the Administrative Agent may (and shall at the direction of

Required Lenders) declare that no Loan may be made, converted or continued as an Applicable Offered Rate Loan.

(b) Whenever Borrowers desire to convert or continue Loans as Applicable Offered Rate Loans, UNFI or the Canadian Borrower, as the case may be, shall give Administrative Agent a Notice of Conversion/Continuation, no later than 11:00 a.m. at least two (2) Business Days before the requested conversion or continuation date. Promptly after receiving any such notice, the Administrative Agent shall notify each Applicable Lender thereof. Each Notice of Conversion/Continuation shall be irrevocable, and shall specify the Loans (including the Class of such Loans) to be converted or continued, the amount of such Loans to be converted or continued, the conversion or continuation date (which shall be a Business Day), and the duration of the Interest Period (which shall be deemed to be thirty (30) days if not specified). If, upon the expiration of any Interest Period in respect of any Applicable Offered Rate Loans, (i) UNFI shall have failed to deliver a Notice of Conversion/Continuation, it shall be deemed to have elected to convert such Loans into U.S. Base Rate Loans and (ii) the Canadian Borrower shall have failed to deliver a Notice of Conversion/Continuation, it shall be deemed to have elected to continue such Loan as a Canadian Base Rate Loan with an Interest Period of one month. Administrative Agent does not warrant or accept responsibility for, nor shall it have any liability with respect to, administration, submission or any other matter related to any rate described in the definition (or any component definition) of Adjusted Term SOFR.

3.1.3. Interest Rate Not Ascertainable. If the Administrative Agent shall determine that on any date for determining Adjusted Term SOFR or the ~~CDOR Rate~~Adjusted Term CORRA, adequate and fair means do not exist for ascertaining such rate on the basis provided herein, then the Administrative Agent shall immediately notify the applicable Borrower or Borrowers of such determination. Until the Administrative Agent notifies the applicable Borrower or Borrowers that such circumstance no longer exists, the obligation of the Applicable Lenders to make Applicable Offered Rate Loans shall be suspended, and no further Loans may be converted into or continued as Applicable Offered Rate Loans in the same currency.

3.2 Fees.

3.2.1. Unused Line Fee. From and after the Closing Date, the Borrowers shall pay to Administrative Agent, for the Pro Rata benefit of U.S. Revolver Lenders, a fee equal to the Unused Line Fee Rate times the amount by which the Aggregate Commitments exceed the average daily Total Outstandings during any Fiscal Quarter. Such fee shall be payable in arrears, on the first day of each calendar quarter after the Closing Date and on the Commitment Termination Date. For the avoidance of doubt, the outstanding amount of Swingline Loans made to the Borrowers shall not be counted toward or considered usage of the Aggregate Commitments for purposes of determining the unused line fee.

3.2.2. LC Facility Fees. The applicable Borrower or Borrowers shall pay (a) to the Administrative Agent, for the Pro Rata benefit of the Applicable Lenders, a Letter of Credit fee (the "Letter of Credit Fee") equal to the Applicable Margin in effect for Applicable Offered Rate Loans times the average daily amount available to be drawn under Letters of Credit issued for the account or benefit of such Borrower or Borrowers, which fee shall be payable monthly in arrears, on the first Business Day of each month, which charges shall be paid as and when incurred. During an Insolvency Proceeding with respect to any Obligor, or during any other Event of Default if either Administrative Agent or Required

Lenders in their discretion so elect, the fee payable under this **Section 3.2.2** shall, subject to the Interest Act (Canada), be increased by 2% per annum.

3.2.3. Administrative Agent Fees. Borrowers shall pay to the Administrative Agent and Joint Lead Arrangers, as ~~applcible~~applicable, the fees described in the Fee Letters (other than the FILO Fee Letter).

3.2.4. FILO Fee Letter. Borrowers shall pay to the parties specified therein, as applicable, the fees described in the FILO Fee Letter.

3.3 Computation of Interest, Fees, Yield Protection.

3.3.1. All computations of interest for SOFR Loans, as well as fees and other charges calculated on a per annum basis, shall be made on the basis of a year of 360 days and actual days elapsed. All other computations of interest shall be computed for the actual days elapsed, based on a year of 365 or 366 days, as applicable. For the purposes of the Interest Act (Canada), (a) whenever a rate of interest or fee rate hereunder is calculated on the basis of a year (the "deemed year") that contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest or fee rate shall be expressed as a yearly rate by multiplying such rate of interest or fee rate by the actual number of days in the calendar year of calculation (365 or 366) and dividing it by the number of days in the deemed year, (b) the principle of deemed reinvestment of interest shall not apply to any interest calculation hereunder and (c) the rates of interest stipulated herein are intended to be nominal rates and not effective rates or yields. Each determination by Administrative Agent of any interest, fees or interest rate hereunder shall be final, conclusive and binding for all purposes, absent manifest error. All fees shall be fully earned when due and shall not be subject to rebate, refund or proration. All fees payable under **Section 3.2** are compensation for services and are not intended to be, and to the extent permitted by Applicable Law shall not be deemed to be, interest or any other charge for the use, forbearance or detention of money. A certificate as to amounts payable by Borrowers under **Section 3.4, 3.6, 3.7, 3.9** or **5.9**, submitted to UNFI or the Canadian Borrower, as the case may be, by the Administrative Agent or the affected Lender, as applicable, shall be final, conclusive and binding for all purposes, absent manifest error, and the applicable Borrower or Borrowers shall pay such amounts to the appropriate party within ten (10) days following receipt of the certificate.

3.3.2. EACH OF THE OBLIGORS CONFIRMS THAT IT FULLY UNDERSTANDS AND IS ABLE TO CALCULATE THE RATE OF INTEREST APPLICABLE TO EACH OF THE LOANS BASED ON THE METHODOLOGY FOR CALCULATING PER ANNUM RATES PROVIDED FOR IN THIS AGREEMENT. Administrative Agent agrees that if requested in writing by UNFI, it will calculate the nominal and effective per annum rate of interest on any Loan outstanding at the time of such request and provide such information to UNFI promptly following such request; provided, that any error in any such calculation, or any failure to provide such information on request, shall not relieve the Borrowers or any other Obligors of any of its obligations under this Agreement or any other Loan Document, nor result in any liability to the Administrative Agent or any Lender. EACH OBLIGOR HEREBY IRREVOCABLY AGREES NOT TO PLEAD OR ASSERT, WHETHER BY WAY OF DEFENSE OR OTHERWISE, IN ANY PROCEEDING RELATING TO THE LOAN DOCUMENTS, THAT THE INTEREST PAYABLE UNDER THE LOAN DOCUMENTS AND THE CALCULATION THEREOF HAS NOT BEEN ADEQUATELY DISCLOSED TO THE OBLIGORS WHETHER PURSUANT TO SECTION 4 OF THE INTEREST ACT (CANADA) OR ANY OTHER APPLICABLE LAW OR LEGAL PRINCIPLE.

3.4 Reimbursement Obligations. Borrowers shall reimburse Administrative Agent and Lenders for all Extraordinary Expenses. Borrowers shall also reimburse Administrative Agent for all

reasonable legal, accounting, appraisal, consulting, and other fees, costs and expenses incurred by them in connection with (a) negotiation and preparation of any Loan Documents, including any amendment or other modification thereof; (b) Administrative Agent's reasonable and documented costs and expenses (including reasonable and documented attorneys' fees and due diligence expenses) incurred in advising, structuring, drafting, reviewing, administering (including travel, meals, and lodging), syndicating (including reasonable costs and expenses relative to the ratings, CUSIP, DXSyndicate™, SyndTrak or other communication costs incurred in connection with a syndication of the loan facilities); (c) administration of and actions relating to any Collateral, Loan Documents and transactions contemplated thereby, including (i) any actions taken to perfect or maintain priority of Administrative Agent's Liens on any Collateral, to maintain any insurance required hereunder or to verify Collateral, (ii) the Platform or any other dedicated agency web page on the internet to distribute to the Lenders and to other investors or potential investors any required documentation and financial information regarding the Loan Documents and the Loans, (iii) photocopying, notarization, couriers and messengers, telecommunication, public record searches, filing fees, recording fees, publication, real estate surveys, real estate title policies and endorsements, and environmental audits, (iv) Administrative Agent's customary fees and charges imposed or incurred in connection with any background checks or OFAC/PEP searches related to any Obligor or its Subsidiaries, (v) Administrative Agent's customary fees and charges (as adjusted from time to time) with respect to the disbursement of funds (or the receipt of funds) to or for the account of any Borrower (whether by wire transfer or otherwise), together with any out-of-pocket costs and expenses incurred in connection therewith, (vi) customary charges imposed or incurred by Administrative Agent resulting from the dishonor of checks payable by or to any Obligor; (d) Administrative Agent's reasonable, documented costs and expenses (including reasonable and documented attorneys' fees and expenses) relative to third party claims or any other lawsuit or adverse proceeding paid or incurred, whether in enforcing or defending the Loan Documents or otherwise in connection with the transactions contemplated by the Loan Documents, Administrative Agent's Liens in and to the Collateral, or any Secured Party's relationship with any Obligor or any of its Subsidiaries, (e) reasonable and documented costs and expenses (including reasonable and documented attorneys, accountants, consultants, and other advisors fees and expenses) incurred in terminating, enforcing (including attorneys, accountants, consultants, and other advisors fees and expenses incurred in connection with a "workout," a "restructuring," or an Insolvency Proceeding concerning any Obligor or any of its Subsidiaries or in exercising rights or remedies under the Loan Documents), or defending the Loan Documents, irrespective of whether a lawsuit or other adverse proceeding is brought, or in taking any enforcement action or any Remedial Action with respect to the Collateral, and (f) subject to the limits of **Section 10.1.1(b)**, each inspection, audit or appraisal with respect to any Obligor or Collateral, whether prepared by Administrative Agent's personnel or a third party; provided, however, such reimbursement obligation in respect of legal fees and expenses shall be limited to reasonable fees and expenses of a single external counsel (and, if necessary, the reasonable fees and expenses of one firm of local counsel in each relevant jurisdiction (which may include a single special counsel acting in multiple jurisdictions) and, in the case of an actual or perceived conflict of interest, where Administrative Agent or Lender affected by such conflict informs UNFI of such conflict and thereafter retains its own counsel, of another firm of counsel for Administrative Agent or Lender) to the Administrative Agent promptly invoiced in writing to UNFI. Legal, accounting and consulting fees may be charged to Borrowers by Administrative Agent's professionals at their usual and customary hourly rates for similar services, regardless of any reduced or alternative fee billing arrangements that Administrative Agent, any Lender or any of their Affiliates may have with such professionals with respect to this or any other transaction. Borrowers acknowledge that counsel may provide the Administrative Agent with a benefit, such as a discount, credit or other accommodation, based on counsel's overall relationship with the Administrative Agent, including fees paid hereunder. If, for any reason (including inaccurate reporting on financial statements or a Compliance Certificate), it is determined that a higher Applicable Margin should have applied to a period than was actually applied, then the proper margin shall be applied retroactively and Borrowers shall immediately pay to the Administrative Agent, for the Pro Rata benefit of the Applicable

Lenders, an amount equal to the difference between the amount of interest and fees that would have accrued using the proper margin and the amount actually paid. All amounts payable by Borrowers under this **Section 3.4** shall be due within thirty (30) days of written demand therefor. Each Obligor's obligations under **this Section 3.4** shall survive the termination of the U.S. Revolver Commitments, the Canadian Commitments and the repayment, satisfaction, discharge or Full Payment of any Obligations.

3.5 Illegality. If any Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender to perform any of its obligations hereunder to make, maintain, fund or charge applicable interest or fees with respect to any Loans or Letters of Credit, or to determine or charge interest rates based upon any Applicable Offered Rate, or any Governmental Authority has imposed material restrictions on the authority of such Lender to purchase or sell, or to take deposits of, U.S. Dollars or Canadian Dollars in the London interbank market, any other relevant interbank market or the position of such Lender in such market then, on notice thereof by such Lender to the Administrative Agent, any obligation of such Lender to perform such obligations to make, maintain or fund such Loans or participate in such Letters of Credit (or to charge interest or fees with respect thereto), or to continue Applicable Offered Rate Loans or to convert Base Rate Loans to Loans based on the Applicable Offered Rate shall be suspended until such Lender notifies the Administrative Agent that the circumstances giving rise to such determination no longer exist. Upon delivery of such notice, Borrowers shall prepay the applicable Loans, Cash Collateralize the applicable LC Obligations or, convert all Loans of such Lender to Base Rate Loans, either on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such Loans to such day, or immediately, if such Lender may not lawfully continue to maintain such Base Rate Loans. Upon any such prepayment or conversion, Borrowers shall also pay accrued interest on the amount so prepaid or converted.

3.6 Applicable Offered Rate Option.

(a) **Interest and Interest Payment Dates**. In lieu of having interest charged at the rate based upon the applicable Base Rate, Borrowers shall have the option, subject to Section 3.6(b) below (the "Applicable Offered Rate Option") to have interest on all or a portion of the Applicable Offered Rate Loans be charged (whether at the time when made (unless otherwise provided herein), upon conversion from an Applicable Floating Rate Loan to an Applicable Offered Rate Loan of the same Class, or upon continuation of an Applicable Offered Rate Loan as an Applicable Offered Rate Loan~~)~~ of the same Class at a rate of interest based upon the Applicable Offered Rate. Interest on Applicable Offered Rate Loans shall be payable on the earliest of (i) the last day of the Interest Period applicable thereto; provided, that subject to the following clauses (ii) and (iii), in the case of any Interest Period greater than three months in duration, interest shall be payable at three month intervals after the commencement of the applicable Interest Period and on the last day of such Interest Period, (ii) the date on which all or any portion of the Obligations are accelerated pursuant to the terms hereof, or (iii) the date on which this Agreement is terminated pursuant to the terms hereof. On the last day of each applicable Interest Period, unless Borrowers have properly exercised the Applicable Offered Rate Option with respect thereto, the interest rate applicable to such Applicable Offered Rate Loan automatically shall convert to the rate of interest then applicable to Applicable Floating Rate Loans of the same type and Class hereunder. At any time that an Event of Default has occurred and is continuing, at the written election of Administrative Agent or the Required Lenders, Borrowers no longer shall have the option to request that Base Rate Loans bear interest at a rate based upon the Applicable Offered Rate.

(b) **Applicable Offered Rate Election**.

(i) Borrowers may, at any time and from time to time, so long as no Event of Default has occurred and is continuing, elect to exercise the Applicable Offered Rate Option (A) with

respect to SOFR Loans of the same Class, by notifying Administrative Agent prior to 11:00 a.m. at least three (3) U.S. Government Securities Business Days prior to the commencement of the proposed Interest Period; and (B) with respect to ~~CDOR~~Term CORRA Rate Loans, by notifying Administrative Agent prior to 11:00 a.m. at least three (3) Business Days prior to the commencement of the proposed Interest Period (the "Applicable Offered Rate Deadline"). Notice of Borrowers' election of the Applicable Offered Rate Option for a permitted portion of the Loans and an Interest Period pursuant to this Section shall be made by delivery to Administrative Agent of an Applicable Offered Rate Notice received by Administrative Agent before the Applicable Offered Rate Deadline. Promptly upon its receipt of each such Applicable Offered Notice, Administrative Agent shall provide a notice thereof to each of the affected Lenders.

(ii) Each Applicable Offered Rate Notice shall be irrevocable and binding on Borrowers. In connection with each Applicable Offered Rate Loan, each Borrower shall indemnify, defend, and hold Administrative Agent and the Lenders harmless against any loss, cost, or expense actually incurred by Administrative Agent or any Lender as a result of (A) the payment or required assignment of any principal of any Offered Rate 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 Applicable Offered Rate Loan other than on the last day of the Interest Period applicable thereto, or (C) the failure to borrow, convert, continue or prepay any Applicable Offered Rate Loan on the date specified in any Applicable Offered Rate Notice delivered pursuant hereto (such losses, costs, or expenses, "Funding Losses").

(iii) A certificate of Administrative Agent or a Lender delivered to Borrowers setting forth in reasonable detail any amount or amounts that Administrative Agent or such Lender is entitled to receive pursuant to this **Section 3.6** shall be conclusive absent manifest error. Borrowers shall pay such amount to Administrative Agent or the Lender, as applicable, within thirty (30) days of the date of its receipt of such certificate. If a payment of an Applicable Offered Rate Loan on a day other than the last day of the applicable Interest Period would result in a Funding Loss, Administrative Agent may, in its sole discretion at the request of Borrowers, hold the amount of such payment as cash collateral in support of the Obligations until the last day of such Interest Period and apply such amounts to the payment of the Applicable Offered Rate Loan on such last day of such Interest Period, it being agreed that Administrative Agent has no obligation to so defer the application of payments to any Applicable Offered Rate Loan and that, in the event that Administrative Agent does not defer such application, Borrowers shall be obligated to pay any resulting Funding Losses.

(iv) Borrowers may only exercise the Applicable Offered Rate Option for proposed Applicable Offered Rate Loans in tranches of at least $1,000,000.

(c) **Conversion; Prepayment**. Borrowers may convert Applicable Offered Rate Loans to Applicable Floating Rate Loans of the same Class or prepay Applicable Offered Rate Loans at any time; provided, that in the event that Applicable Offered Rate Loans are converted or prepaid on any date that is not the last day of the Interest Period applicable thereto for any reason, including early termination of the term of this Agreement or acceleration of all or any portion of the Obligations pursuant to the terms hereof, each Borrower shall indemnify, defend, and hold Administrative Agent and the Lenders and their Participants harmless against any and all Funding Losses in accordance with **Section 3.6(b)(ii)**.

(d) **Special Provisions Applicable to Adjusted Term SOFR and ~~CDOR Rate~~Adjusted Term CORRA.**

(i) Adjusted Term SOFR or ~~CDOR Rate~~Adjusted Term CORRA may be adjusted by Administrative Agent with respect to any Lender on a prospective basis to take into account any additional or increased costs, in each case, due to changes in Applicable Law occurring subsequent to the commencement of the then applicable Interest Period, or pursuant to any Change in Law or change in the reserve requirements imposed by the Board of Governors or any other Governmental Authority, which additional or increased costs would increase the cost of funding or maintaining loans bearing interest at Adjusted Term SOFR or ~~CDOR Rate~~Adjusted Term CORRA. In any such event, the affected Lender shall give Borrowers and Administrative Agent notice of such a determination and adjustment and Administrative Agent promptly shall transmit the notice to each other Lender and, upon its receipt of the notice from the affected Lender, Borrowers may, by notice to such affected Lender (A) require such Lender to furnish to Borrowers a statement setting forth in reasonable detail the basis for adjusting Adjusted Term SOFR or ~~CDOR Rate~~Adjusted Term CORRA and the method for determining the amount of such adjustment, or (B) repay the SOFR Loans, ~~CDOR~~Term CORRA Rate Loans or Base Rate Loans determined with reference to Adjusted Term SOFR or the ~~CDOR Rate~~Adjusted Term CORRA, in each case, of such Lender with respect to which such adjustment is made (together with any amounts due under **Section 3.6(b)(ii)**).

(ii) Subject to the provisions set forth in **Section 3.6(d)(iii)** below, in the event that any change in market conditions or any Change in Law shall at any time after the date hereof, in the reasonable opinion of any Lender, make it unlawful or impractical for such Lender to fund or maintain SOFR Loans or ~~CDOR~~Term CORRA Rate Loans (or Base Rate Loans determined with reference to Adjusted Term SOFR or ~~CDOR Rate~~Adjusted Term CORRA) or to continue such funding or maintaining, or to determine or charge interest rates at the Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, SOFR ~~or CDOR~~, Adjusted Term CORRA or Term CORRA Reference Rate, such Lender shall give notice of such changed circumstances to Administrative Agent and Borrowers and Administrative Agent promptly shall transmit the notice to each other Lender and (y)(i) in the case of any SOFR Loans or ~~CDOR~~Term CORRA Rate Loans of such Lender that are outstanding, such SOFR Loans or ~~CDOR~~Term CORRA Rate Loans of such Lender will be deemed to have been converted to Base Rate Loans in the applicable currency on the last day of the Interest Period of such SOFR Loans or ~~CDOR~~Term CORRA Rate Loans, if such Lender may lawfully continue to maintain such SOFR Loans or ~~CDOR~~Term CORRA Rate Loans, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans or ~~CDOR~~Term CORRA Rate Loans, and thereafter interest upon the SOFR Loans or ~~CDOR~~Term CORRA Rate Loans of such Lender thereafter shall accrue interest at the rate then applicable to Base Rate Loans (and if applicable, without reference to the Adjusted Term SOFR or ~~CDOR Rate~~Adjusted Term CORRA component thereof) and (ii) in the case of any such Base Rate Loans of such Lender that are outstanding and that are determined with reference to Adjusted Term SOFR or ~~CDOR Rate~~Adjusted Term CORRA, interest upon the Base Rate Loans or ~~CDOR~~Term CORRA Rate Loans of such Lender after the date specified in such Lender's notice shall accrue interest at the rate then applicable to Base Rate Loans without reference to the Adjusted Term SOFR or ~~CDOR Rate~~Adjusted Term CORRA component thereof and (z) Borrowers shall not be entitled to elect the Applicable Offered Rate Option and Base Rate Loans shall not be determined with reference to the Adjusted Term SOFR or ~~CDOR Rate~~Adjusted Term CORRA component thereof, in each case, until such Lender determines that it would no longer be unlawful or impractical to do so.

(iii) **Benchmark Replacement Setting**.

(A) **Benchmark Replacement**. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event,

Administrative Agent and UNFI may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. on the fifth (5th) Business Day after Administrative Agent has posted such proposed amendment to all affected Lenders and UNFI so long as Administrative Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this **Section 3.6(d)(iii)** will occur prior to the applicable Benchmark Transition Start Date.

(B) **Benchmark Replacement Conforming Changes**. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(C) **Notices; Standards for Decisions and Determinations**. Administrative Agent will promptly notify UNFI and the Lenders of (1) the implementation of any Benchmark Replacement and (2) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Administrative Agent will notify UNFI of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to **Section 3.6(d)(iii)(D)** and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this **Section 3.6(d)(iii)**, 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 3.6(d)(iii)**.

(D) **Unavailability of Tenor of Benchmark**. 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), (1) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate and ~~CDOR~~Term CORRA Reference Rate) and either (I) 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 Administrative Agent in its reasonable discretion or (II) 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 not or will not be representative, then Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (2) if a tenor that was removed pursuant to clause (1) above either (I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (II) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(E) **Benchmark Unavailability Period**. Upon UNFI's receipt of notice of the commencement of a Benchmark Unavailability Period, (1) UNFI may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans or ~~CDOR~~Term CORRA Rate Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, UNFI will be deemed to have converted any such request into a request for a borrowing of or conversion

to Base Rate Loans and (2) any outstanding affected SOFR Loans or ~~CDOR~~Term CORRA Rate Loans will be deemed to have been converted to Base Rate Loans at the end of the applicable Interest Period. 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 the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

3.7 No Requirement of Matched Funding. Anything to the contrary contained herein notwithstanding, neither Administrative Agent, nor any Lender, nor any of their Participants, is required actually to match fund any Obligation as to which interest accrues at Adjusted Term SOFR, the Term SOFR Reference Rate ~~or CDOR~~, Term CORRA Reference Rate or Adjusted Term CORRA.

3.8 Increased Costs; Capital Adequacy.

3.8.1. Increased Costs Generally. If any Change in Law shall:

(a) impose, modify or deem applicable any reserve, liquidity, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or any Issuing Bank;

(b) subject any Recipient to Taxes (other than (i) Indemnified Taxes, (ii) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, and (iii) Connection Income Taxes) with respect to any Loan, Letter of Credit, U.S. Revolver Commitment, Canadian Commitment or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(c) impose on any Lender, any Issuing Bank or any interbank market any other condition, cost or expense affecting any Loan, Loan Document, Letter of Credit, participation in LC Obligations, or U.S. Revolver Commitment or Canadian Commitment;

and the result thereof shall be to increase the cost to such Lender of making or maintaining any Loan, U.S. Revolver Commitment ~~or~~, Canadian Commitment or FILO Commitment, or converting to or continuing any interest option for a Loan, or to increase the cost to such Lender or such Issuing Bank of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or such Issuing Bank hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or such Issuing Bank, the applicable Borrower or Borrowers will pay to such Lender or such Issuing Bank, as applicable, such additional amount or amounts as will compensate such Lender or such Issuing Bank, as applicable, for such additional costs incurred or reduction suffered.

3.8.2. Capital Requirements. If any Lender or any Issuing Bank determines that any Change in Law affecting such Lender or such Issuing Bank or any Lending Office of such Lender or such Lender's or such Issuing Bank's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's, such Issuing Bank's or such holding company's capital as a consequence of this Agreement, or such Lender's or such Issuing Bank's U.S. Revolver Commitments, Canadian Commitments, FILO Commitments, Loans, Letters of Credit or participations in LC Obligations, to a level below that which such Lender, such Issuing Bank or such holding company could have achieved but for such Change in Law (taking into consideration such Lender's, such Issuing Bank's and such holding company's policies with respect to capital adequacy), then from time to time the applicable Borrower or Borrowers will pay to such Lender or such Issuing

Bank, as the case may be, such additional amount or amounts as will compensate it or its holding company for any such reduction suffered.

3.8.3. Compensation. 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 its right to demand such compensation, but Borrowers shall not be required to compensate a Lender or an Issuing Bank for any increased costs incurred or reductions suffered more than nine months prior to the date that the Lender or the Issuing Bank notifies UNFI or the Canadian Borrower, as the case may be, 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 (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof). Each Obligor's obligations under **this Section 3.8** shall survive the termination of the U.S. Revolver Commitments, the Canadian Commitments, the FILO Commitments and the repayment, satisfaction, discharge or Full Payment of any Obligations.

3.9 Mitigation. If any Lender gives a notice under **Section 3.5** or requests compensation under **Section 3.7**, or if any Borrower is required to pay additional amounts with respect to a Lender under **Section 5.9**, then such Lender shall use reasonable efforts to designate a different Lending Office 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 (a) would eliminate the need for such notice or reduce amounts payable or to be withheld in the future, as applicable; and (b) would not subject the Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to it or unlawful. Borrowers shall pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment. Each Obligor's obligations under **this Section 3.9** shall survive the termination of the U.S. Revolver Commitments, the Canadian Commitments and the repayment, satisfaction, discharge or Full Payment of any Obligations.

3.10 Funding Losses. If for any reason (other than default by a Lender) (a) any Borrowing of, or conversion to or continuation of, an Applicable Offered Rate Loan does not occur on the date specified therefor in a Notice of Borrowing or Notice of Conversion/Continuation (whether or not withdrawn), (b) any repayment or conversion of an Applicable Offered Rate Loan occurs on a day other than the end of its Interest Period, (c) the applicable Borrower or Borrowers fail to repay an Applicable Offered Rate Loan when required hereunder (or any notice of prepayment is rescinded or withdrawn), or (d) a Lender (other than a Defaulting Lender) is required to assign an Applicable Offered Rate Loan prior to the end of its Interest Period pursuant to **Section 13.4**, then the applicable Borrower or Borrowers shall pay to the Administrative Agent its customary administrative charge and to each Applicable Lender all resulting losses and expenses, including loss of anticipated profits and any loss or expense arising from liquidation or redeployment of funds or from fees payable to terminate deposits of matching funds. Lenders shall not be required to purchase U.S. Dollar or Canadian Dollar deposits in any interbank or offshore U.S. Dollar or Canadian Dollar market to fund any Applicable Offered Rate Loan, but this Section shall apply as if each Lender had purchased such deposits.

3.11 Maximum Interest. Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by Applicable Law ("maximum rate"). If Administrative Agent or any Lender shall receive interest in an amount that exceeds the maximum rate, the excess interest shall be applied to the principal of the Obligations or, if it exceeds such unpaid principal, refunded to Borrowers. In determining whether the interest contracted for, charged or received by Administrative Agent or a Lender exceeds the maximum rate, such Person may, to the extent permitted by Applicable Law, (a) characterize any payment that is not principal as an expense, fee or premium rather than interest; (b) exclude voluntary prepayments and the effects thereof; and (c)

amortize, prorate, allocate and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder. In addition to the foregoing, if any provision of this Agreement or of any of the other Loan Documents would obligate the Canadian Borrower or any other Obligor to make any payment of "interest" (as defined in Section 347 (the "Criminal Code Section") of the Criminal Code (Canada)) or other amount payable to any Canadian Lender in an amount or calculated at a rate that would exceed the effective annual rate of interest lawfully permitted under the Criminal Code Section on the "credit advanced" (as defined in the Criminal Code Section) or would otherwise be prohibited by law or would result in a receipt by such Canadian Lender of "interest" at a "criminal rate" (as such terms are defined in the Criminal Code Section) 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 such Canadian Lender of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows: (i) first, by reducing the amount or rate of interest required to be paid to such Canadian Lender under this Agreement, and (ii) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to such Canadian Lender which would constitute "interest" for purposes of the Criminal Code Section. Any amount or rate of interest referred to in this Agreement shall be determined in accordance with GAAP 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" under the Criminal Code Section 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 Closing Date to the Termination Date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by Administrative Agent shall be conclusive, absent manifest error, for the purposes of such determination.

SECTION 4. LOAN ADMINISTRATION

4.1 Manner of Borrowing and Funding Loans.

4.1.1. Notice of Borrowing.

(a) Whenever (x) U.S. Borrowers desire funding of a Borrowing of U.S. Revolver Loans, UNFI shall give Administrative Agent a Notice of Borrowing, and (y) the Canadian Borrower desires funding of a Borrowing of Canadian Loans, the Canadian Borrower shall give Administrative Agent a Notice of Borrowing. Such notice must be received by the Administrative Agent (i) no later than 1:00 p.m. on the Business Day of the requested funding ~~date,~~ in the case of Base Rate Loans, and (ii) no later than 1:00 p.m. at least two (2) Business Days (or, in the case of a SOFR Loan, two (2) U.S. Government Securities Business Days) prior to the requested funding date, in the case of Applicable Offered Rate Loans. Notices received after 1:00 p.m. shall be deemed received on the next Business Day (or, in the case of a SOFR Loan, the next U.S. Government Securities Business Day); provided that the Administrative Agent may, in its sole discretion, elect to accept as timely any requests that are received later than such time. Each Notice of Borrowing shall be irrevocable and shall specify (A) the amount and currency of the Borrowing, (B) the requested funding date (which must be a Business Day, or, in the case of a SOFR Loan, a U.S. Government Securities Business Day), (C) whether the Borrowing is to be made as Base Rate Loans or Applicable Offered Rate Loans, and (D) in the case of SOFR Loans or ~~CDOR~~Term CORRA Rate Loans, the

duration of the applicable Interest Period (which shall be deemed to be one month if not specified).

(b) Unless payment is otherwise timely made by Borrowers, the becoming due of any Obligations (whether principal, interest, fees or other charges, including Extraordinary Expenses and LC Obligations, but excluding Cash Collateral ~~and~~, Secured Bank Product Obligations and the principal amount of any FILO Loans) shall be deemed to be a request for Base Rate Loans (which are Revolver Loans) on the due date, in the amount of such Obligations. The proceeds of such Revolver Loans shall be disbursed as direct payment of the relevant Obligation. In addition, the Administrative Agent may, at its option, charge such Obligations against any operating, investment or other account of the Borrowers maintained with Administrative Agent or any of its Affiliates.

(c) If any Borrower maintains any disbursement account with Administrative Agent or any Affiliate of Administrative Agent, then presentation for payment of any Payment Item when there are insufficient funds to cover it shall be deemed to be a request for a Revolver Loan that is a U.S. Base Rate Loan, in the case of the U.S. Borrowers, or a Canadian Base Rate Loan, in the case of the Canadian Borrower, on the date of such presentation, in the amount of the Payment Item. The proceeds of such Loan may be disbursed directly to the disbursement account.

(d) The FILO Loan to be made on the Amendment No. 1 Effective Date shall be subject to receipt by the Administrative Agent of a Notice of Borrowing. Such notice must be received by the Administrative Agent (i) no later than 1:00 p.m. on the Amendment No. 1 Effective Date (which must be a Business Day) in the case such Loan is to be a Base Rate Loan, and (ii) no later than 1:00 p.m. at least two (2) Business Days (or, in the case of a SOFR Loan, two (2) U.S. Government Securities Business Days, or in any case, such shorter period as agreed to by the FILO Lenders) prior to the requested funding date, in the case of Applicable Offered Rate Loans. Notices received after 1:00 p.m. shall be deemed received on the next Business Day (or, in the case of a SOFR Loan, the next U.S. Government Securities Business Day); provided that the Administrative Agent may, in its sole discretion, elect to accept as timely any requests that are received later than such time. Such Notice of Borrowing shall be irrevocable and shall specify (A) the amount and currency of the Borrowing, (B) the requested funding date (which must be a Business Day, or, in the case of a SOFR Loan, a U.S. Government Securities Business Day), (C) whether the Borrowing is to be made as Base Rate Loans or Applicable Offered Rate Loans, and (D) in the case of SOFR Loans, the duration of the applicable Interest Period (which shall be deemed to be one month if not specified).

(e) ~~(d)~~ All Borrowing requests which are not made on-line via Administrative Agent's electronic platform or portal shall be subject to (and unless Administrative Agent elects otherwise in the exercise of its sole discretion, such Borrowings shall not be made until the completion of) Administrative Agent's authentication process (with results satisfactory to Administrative Agent) prior to the funding of any such requested Loan.

4.1.2. Fundings by Lenders. Each Applicable Lender shall timely honor its U.S. Revolver Commitment ~~or~~, Canadian Commitment or FILO Commitment, as the case may be, by funding its Pro Rata share of each Borrowing of Loans that is properly requested hereunder. Except for Borrowings to be made as Swingline Loans, the Administrative Agent shall endeavor to notify the Applicable Lenders of each Notice of Borrowing (or deemed request for a Borrowing) by 2:00 p.m. on the proposed funding date for Base Rate Loans or by 3:00 p.m. at least two (2) Business Days (or, in the case of a SOFR Loan, a U.S. Government Securities Business Day) before any proposed funding of Applicable Offered Rate Loans. Each Applicable Lender shall fund to the Administrative Agent such Lender's Pro Rata share of the applicable Borrowing to the account specified by the Administrative Agent in immediately available funds not later than 4:00 p.m. on the requested funding date, unless, in the case of Revolver Loans, the Administrative Agent's notice is received by the Applicable Lender after the times provided above, in which case, the Applicable Lender shall fund its Pro Rata share of any such Revolver Loans by 11:00 a.m. on the next Business Day (or, in the case of a SOFR Loan, the next U.S. Government Securities Business Day). Subject to its receipt of such amounts from the Applicable Lenders, the Administrative Agent shall disburse the proceeds of the Loans as directed by UNFI or the Canadian Borrower, as the case may be. Unless the Administrative Agent shall have received written notice from a Lender prior to 9:30 a.m. that it does not intend to fund its Pro Rata share of a Borrowing, the Administrative Agent may assume that such Lender has deposited or promptly will deposit its share with the Administrative Agent, and Administrative Agent may disburse a corresponding amount to the applicable Borrower. If a Lender's share of any Borrowing or of any settlement pursuant to **Section 4.1.3(b)** is not received by the Administrative Agent, then the applicable Borrower or Borrowers agree to repay to the Administrative Agent **on demand** the amount of such share, together with interest thereon from the date disbursed until repaid, at the Defaulting Lender Rate. Subject to **Section 3.8**, a Lender or Issuing Bank may fulfill its obligations under Loan Documents through one or more Lending Offices, and this shall not affect any obligation of Obligors under the Loan Documents or with respect to any Obligations.

4.1.3. Swingline Loans; Settlement.

(a) Subject to the terms and conditions set forth herein, on any Business Day from and after the Closing until the Business Day prior to the Termination Date, (i) the U.S. Swingline Lender shall advance Swingline Loans to the U.S. Borrowers up to an aggregate outstanding amount equal to U.S. $~~250,000,000~~125,000,000 (and notwithstanding the fact that such Swingline Loans, when aggregated with the Total U.S. Revolver Outstandings of such Person in its separate capacity as a U.S. Revolver Lender, may exceed the amount of the U.S. Revolver Commitment of the U.S. Swingline Lender); provided that, (x) after giving effect to any such Swingline Loan, the Total U.S. Revolver Outstandings at such time (including the requested Swingline Loan) would not exceed the U.S. Revolver Borrowing Base and (y) subject to the immediately preceding parenthetical, the Total U.S. Revolver Outstandings and other exposure with respect to the U.S. Revolver Commitments (including its Pro Rata purchase of participations in Swingline Loans made by the U.S. Swingline Lender) of any U.S. Revolver Lender shall not exceed its U.S. Revolver Commitment and (ii) the Canadian Swingline Lender shall advance Swingline Loans to the ~~Borrowers~~Canadian Borrower up to an aggregate outstanding amount equal to U.S. $25,000,000 (and notwithstanding the fact that such Swingline Loans, when aggregated with the Total Canadian Outstandings of the Canadian Swingline Lender, may exceed the amount of the Canadian Commitment of such Person in its separate capacity as a Canadian Lender), unless, in either case, the funding is specifically required to be made by the

Canadian Lenders hereunder; provided, that (x) after giving effect to any such Swingline Loan, the Total Canadian Outstandings at such time (including the requested Swingline Loan) would not exceed the Canadian Borrowing Base and (y) subject to the immediately preceding parenthetical, the Total Canadian Outstandings and other exposure with respect to the Canadian Commitments (including its Pro Rata purchase of participations in Swingline Loans made by the Canadian Swingline Lender) of any Canadian Lender shall not exceed its Canadian Commitment; provided, further, that notwithstanding the foregoing, (i) after giving effect to any Swingline Loan the aggregate outstanding amount of all Swingline Loans shall not exceed U.S. $250,000,000125,000,000 at any time, (ii) no Borrower shall use the proceeds of any Swingline Loan to refinance any outstanding Swingline Loan and (iii) no Swingline Lender shall be under any obligation to make any Swingline Loan if it shall determine (which determination shall be conclusive and binding absent manifest error) that there is, or after making such Swingline Loan there may be, Fronting Exposure. All Swingline Loan requests which are not made on-line via Administrative Agent's electronic platform or portal shall be subject to (and unless Administrative Agent elects otherwise in the exercise of its sole discretion, such Borrowings shall not be made until the completion of) Administrative Agent's authentication process (with results satisfactory to Administrative Agent) prior to the funding of any such requested Loan.

(b) Each Swingline Loan to the U.S. Borrowers shall constitute a U.S. Revolver Loan which is a U.S. Base Rate Loan and each Swingline Loan to the Canadian Borrower shall constitute a Canadian Base Rate Loan for all purposes, except that payments thereon shall be made to the U.S. Swingline Lender or Canadian Swingline Lender, as applicable, for its own account until Lenders have funded their participations therein as provided below. The obligation of Borrowers to repay Swingline Loans shall be evidenced by the records of the applicable Swingline Lender and need not be evidenced by any promissory note.

(c) Settlement among the Applicable Lenders (excluding the FILO Lenders) and the applicable Swingline Lender with respect to Swingline Loans and other Loans shall take place on a date determined from time to time by such Swingline Lender (but at least weekly), on a Pro Rata basis in accordance with the Settlement Report delivered by the applicable Swingline Lender to thesuch Applicable Lenders. Between settlement dates, the applicable Swingline Lender may in its discretion, if it is the Administrative Agent, apply payments on Loans to Swingline Loans, regardless of any designation by any Borrower or any provision herein to the contrary. Each Revolver Lender hereby purchases, without recourse or warranty, an undivided Pro Rata participation in all Swingline Loans outstanding from time to time until settled. If a Swingline Loan cannot be settled among Revolver Lenders, whether due to an Obligor's Insolvency Proceeding or for any other reason, each Revolver Lender shall pay the amount of its participation in the Loan to the applicable Swingline Lender, in immediately available funds, within one (1) Business Day after the applicable Swingline Lender's request therefor. Lenders' obligations to make settlements and to fund participations are absolute, irrevocable and unconditional, without offset, counterclaim or other defense, and whether or not the U.S. Revolver

Commitments or Canadian Commitments, as the case may be, have terminated, an Overadvance exists or the conditions in **Section 6** are satisfied.

(d) Each Borrowing of Swingline Loans shall be made upon the applicable U.S. Borrower's or Canadian Borrower's irrevocable notice to the U.S. Swingline Lender or Canadian Swingline Lender, as applicable, in each case with a copy to the Administrative Agent, which may be given by telephone. Each such notice must be received by the Persons in the preceding sentence not later than 2:00 p.m. on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of $100,000 (and any amount in excess thereof shall be an integral multiple of $25,000), and (ii) the requested borrowing date, which shall be a Business Day. Each such telephonic notice must be confirmed promptly by delivery to the U.S. Swingline Lender or Canadian Swingline Lender, as applicable, of a written Notice of Borrowing. Promptly after receipt by the U.S. Swingline Lender or Canadian Swingline Lender, as applicable, of any telephonic notice of Borrowing of Swingline Loans, the U.S. Swingline Lender or Canadian Swingline Lender, as applicable, may, provided, that so long as the Swing Line Lender has not received notice from the Administrative Agent at the request of the Required Revolver Lenders prior to 2:00 p.m. that any of the applicable conditions in this **Section 4.1.3** or **Section 6.3** have not been satisfied or waived in accordance with terms hereof, not later than 4:00 p.m. on the borrowing date specified in such notice, make the amount of its Swingline Loans available to the U.S. Borrowers or the Canadian Borrower, as applicable.

(e) Any Swingline Lender may resign at any time upon notice to the Administrative Agent and the applicable Borrower or Borrowers. On and after the effective date of such resignation, such Swingline Lender shall have no obligation to make Swingline Loans, but shall continue to have all rights and other obligations of a Swingline Lender hereunder relating to any Swingline Loan issued by such Swingline Lender prior to such date. To the extent requested by UNFI, the applicable resigning Swingline Lender shall use commercially reasonable efforts to promptly appoint a replacement Swingline Lender which, as long as no Default or Event of Default exists, shall be reasonably acceptable to the applicable Borrower or Borrowers.

4.1.4. Notices. Borrowers may request, convert or continue Loans, select interest rates, and transfer funds based on telephonic or e-mailed instructions to the Administrative Agent. Borrowers shall confirm each such request by prompt delivery to the Administrative Agent of a Notice of Borrowing or Notice of Conversion/Continuation, if applicable, but if such notice differs materially from the action taken by the Administrative Agent or the Applicable Lenders pursuant to the telephonic or e-mailed instructions from Borrowers, the records of Administrative Agent and such Lenders shall govern. Neither Administrative Agent ~~or and~~nor any Lender shall have any liability for any loss suffered by a Borrower as a result of Administrative Agent or any Lender acting upon its understanding of telephonic or e-mailed instructions from a person believed in good faith by Administrative Agent or any Lender to be a person authorized to give such instructions on a Borrower's behalf.

4.2 Defaulting Lender.

4.2.1. Reallocation of Pro Rata Share; Amendments. For purposes of determining Lenders' obligations or rights to fund, participate in or receive collections with respect to Loans and

Letters of Credit (including existing Swingline Loans, Protective Advances and LC Obligations), Administrative Agent may exclude the U.S. Revolver Commitments, Canadian Commitments, FILO Commitments and Loans of a Defaulting Lender from the calculation of Pro Rata shares, it being understood, for the avoidance of doubt, that any such calculation relating to a Non-Defaulting Lender's obligations to fund and participate in respect of Loans and Letters of Credit shall not cause (a) the U.S. Revolver Loans and participation in U.S. LC Obligations of any such Non-Defaulting Lender that is a U.S. Revolver Lender to exceed such Non-Defaulting Lender's U.S. Revolver Commitment, ~~or~~ (b) the Canadian Loans and participation in Canadian LC Obligations of any such Non-Defaulting Lender that is a Canadian Lender to exceed such Non-Defaulting Lender's Canadian Commitment or (c) the FILO Loans of any such Non-Defaulting Lender that is a FILO Lender to exceed such FILO Lender's FILO Commitment. A Defaulting Lender shall have no right to vote on any amendment, waiver or other modification of a Loan Document, except as provided in **Section 14.1.1(c)**.

4.2.2. Payments; Fees. Administrative Agent may, in its discretion, receive and retain any amounts payable to a Defaulting Lender under the Loan Documents, and a Defaulting Lender shall be deemed to have assigned to Administrative Agent such amounts until all Obligations owing to Administrative Agent, non-Defaulting Lenders and other Secured Parties have been paid in full. Administrative Agent may apply such amounts to the Defaulting Lender's defaulted obligations, use the funds to Cash Collateralize such Lender's Fronting Exposure, or readvance the amounts to Borrowers hereunder. A Lender shall not be entitled to receive any fees accruing hereunder during the period in which it is a Defaulting Lender, and the unfunded portion of its U.S. Revolver Commitment and/or Canadian Commitment shall be disregarded for purposes of calculating the unused line fee under **Section 3.2.1**. To the extent any LC Obligations owing to a Defaulting Lender are reallocated to other Lenders, Letter of Credit Fees attributable to such LC Obligations under **Section 3.2.2** shall be paid to such other Lenders. The Administrative Agent shall be paid all Letter of Credit Fees attributable to LC Obligations that are not so reallocated.

4.2.3. Reallocation of Pro Rata Shares to Reduce Fronting Exposure All or any part of such Defaulting Lender's participation in LC Obligations and Swingline Loans shall be reallocated among the Non-Defaulting Lenders (excluding the FILO Lenders) in accordance with their respective Pro Rata shares (calculated without regard to such Defaulting Lender's U.S. Revolver Commitment and/or Canadian Commitment, as applicable) but only to the extent that (a) the conditions set forth in **Section 6.2** are satisfied at the time of such reallocation (and, unless UNFI shall have otherwise notified the Administrative Agent at such time, the Borrowers shall be deemed to have represented and warranted that such conditions are satisfied at such time), and (b) such reallocation does not cause (i) the U.S. Revolver Loans and participation in U.S. LC Obligations of any Non-Defaulting Lender that is a U.S. Revolver Lender to exceed such Non-Defaulting Lender's U.S. Revolver Commitment, or (ii) the Canadian Loans and participation in Canadian LC Obligations of any Non-Defaulting Lender that is a Canadian Lender to exceed such Non-Defaulting Lender's Canadian Commitment. Subject to **Section 14.20,** no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

4.2.4. Cash Collateral, Repayment of Swingline Loans. If the reallocation described in **Section 4.2.3** above cannot, or can only partially, be effected, the Borrowers shall, subject to **Section 4.5**, without prejudice to any right or remedy available to them hereunder or under Applicable Law, (a) first, prepay Swingline Loans in an amount equal to the Fronting Exposure of the Lenders holding Swingline Loans and (b) second, Cash Collateralize the Issuing Banks' Fronting Exposure in accordance with the procedures set forth in **Section 2.3.3**.

4.2.5. Status; Cure. The Administrative Agent may determine in its discretion that a Lender constitutes a Defaulting Lender and the effective date of such status shall be conclusive and binding on all parties, absent manifest error. Borrowers, the Administrative Agent and, in the case of any Revolver Lender, the applicable Issuing Bank may agree in writing that a Lender is no longer a Defaulting Lender, whereupon Pro Rata shares shall be reallocated without exclusion of the reinstated Lender's U.S. Revolver Commitments, Canadian Commitments, FILO Commitments and Loans, and all outstanding Loans, LC Obligations and other exposures under the U.S. Revolver Commitments ~~and~~, Canadian Commitments and FILO Commitments shall be reallocated among the Applicable Lenders and settled by the Administrative Agent (with appropriate payments by the reinstated Lender, including payment of any breakage costs for reallocated SOFR Loans) in accordance with the readjusted respective Pro Rata shares. Unless expressly agreed by Borrowers, the Administrative Agent and the applicable Issuing Bank, no reallocation of Commitments and Loans to non-Defaulting Lenders and no reinstatement of a Defaulting Lender shall constitute a waiver or release of claims against such Defaulting Lender. The failure of any Lender to fund a Loan, to make a payment in respect of LC Obligations or otherwise to perform its obligations hereunder shall not relieve any other Lender of its obligations, and no Lender shall be responsible for default by another Lender.

4.3 Number and Amount of Applicable Offered Rate Loans; Determination of Rate. Each Borrowing of Applicable Offered Rate Loans when made shall be in a minimum amount of U.S.$1,000,000 or CD$1,000,000, as applicable, plus any increment of U.S.$1,000,000 or CD$1,000,000 in excess thereof. No more than sixteen (16) Borrowings of Applicable Offered Rate Loans may be outstanding at any time, and all Applicable Offered Rate Loans of the same Class having the same Borrower, length and beginning date of their Interest Periods shall be aggregated together and considered one Borrowing for this purpose. Upon determining Adjusted Term SOFR or the ~~CDOR~~Adjusted Term CORRA Rate, as the case may be, for any Interest Period requested by U.S. Borrowers or the Canadian Borrower, as the case may be, the Administrative Agent shall promptly notify the applicable Borrower or Borrowers thereof by telephone or electronically and, if requested by such Borrower or Borrowers, shall confirm any telephonic notice in writing.

4.4 Borrower Agent. Each Borrower and Guarantor hereby designates UNFI as its representative and agent for all purposes under the Loan Documents, including requests for Loans and Letters of Credit, designation of interest rates, delivery or receipt of communications, preparation and delivery of Borrowing Base Certificates and financial reports, receipt and payment of Obligations, requests for waivers, amendments or other accommodations, actions under the Loan Documents (including in respect of compliance with covenants), and all other dealings with Administrative Agent, any Issuing Bank or any Lender. UNFI hereby accepts such appointment. Administrative Agent and Lenders shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any notice of borrowing) delivered by UNFI on behalf of any Borrower or Guarantor. Administrative Agent and Lenders may give any notice or communication with a Borrower or Guarantor hereunder to UNFI on behalf of such Borrower or Guarantor. Administrative Agent, Issuing Bank and Lender shall have the right, in its discretion, to deal exclusively with UNFI for any or all purposes under the Loan Documents. Each Borrower and Guarantor agrees that any notice, election, communication, representation, agreement or undertaking made on its behalf by UNFI shall be binding upon and enforceable against it.

4.5 One Obligation; Limitation on Obligations of Canadian Borrower. The Loans, LC Obligations and other Obligations constitute one general obligation of U.S. Borrowers and are secured by the Administrative Agent's Lien on all Collateral; provided, however, that Administrative Agent and each Lender shall be deemed to be a creditor of, and the holder of a separate claim against, each Borrower to the extent of any Obligations jointly or severally owed by such Borrower. The Canadian Loans, Canadian LC Obligations and other Canadian Obligations constitute one general obligation of the

Canadian Borrower and are secured by the Administrative Agent's Lien on all Collateral owned by the Canadian Obligors. Notwithstanding anything to the contrary set forth in this Agreement or any other Loan Document to the contrary, the Canadian Obligors shall not at any time be liable, directly or indirectly, for any portion of the Obligations other than the Canadian Obligations and the obligations secured by the Canadian Security Documents shall not include any portion of the Obligations other than the Canadian Obligations.

SECTION 5. PAYMENTS

5.1 General Payment Provisions.

5.1.1. Except with respect to principal of and interest on Loans denominated in Canadian Dollars, all payments of Obligations shall be made in U.S. Dollars, without offset, counterclaim or defense of any kind, free of (and without deduction for) any Taxes, except as required by Applicable Law, and in immediately available funds, not later than 2:00 p.m. on the due date. If any payment to be made by any Borrower shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder with respect to principal and interest on Loans denominated in Canadian Dollars shall be made to the Administrative Agent, for the account of the Applicable Lenders to which such payment is owed, in Canadian Dollars in immediately available funds, not later than 2:00 p.m. on the due date. Any payment after such time shall be deemed made on the next Business Day. Without limiting the generality of the foregoing, the Administrative Agent may require that any payments due under this Agreement be made in the United States. If, for any reason, any Borrower is prohibited by any law from making any required payment hereunder in Canadian Dollars, such Borrower shall make such payment in U.S. Dollars in the U.S. Dollar Equivalent of the Canadian Dollar payment amount. Any payment of an Applicable Offered Rate Loan prior to the end of its Interest Period shall be accompanied by all amounts due under **Section 3.9**. Any prepayment of Loans shall be applied first to Applicable Floating Rate Loans and then to Applicable Offered Rate Loans.

5.2 Repayment of Loans. Loans shall be due and payable in full on the Termination Date, unless payment is sooner as required hereunder (including upon the earlier occurrence of the Commitment Termination Date); it being acknowledged and agreed that all Obligations shall become and be immediately due and payable upon the occurrence of the Commitment Termination Date for any reason whatsoever without notice or demand. The Borrowers may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay any Loans in whole or in part without premium or penalty; provided, that no FILO Loans may be prepaid at any time that any Obligations (other than FILO Obligations) or Aggregate U.S. Revolver Commitments or Aggregate Canadian Commitments remain outstanding unless consented to by the Administrative Agent and the Required Lenders (as determined without inclusion of the FILO Lenders); and provided, further, that (1) any prepayment of Applicable Offered Rate Loans (including FILO Loans to the extent permitted) shall be in a principal amount of $1,000,000 or a whole multiple of $100,000 in excess thereof or, in each case, the entire principal amount thereof then outstanding and (2) any prepayment of Base Rate Loans (including FILO Loans to the extent permitted) shall be in a principal amount of $500,000 or a whole multiple of $100,000 in excess thereof or, in each case, the entire principal amount thereof then outstanding. Each such notice shall specify the date and amount of such prepayment and whether Applicable Offered Rate Loans or Base Rate Loans are to be prepaid; and provided, further, that notwithstanding anything to the contrary contained in this Agreement but subject to **Section 3.9**, the Borrowers may rescind any notice of prepayment under this **Section 5.2** if such prepayment would have resulted from a refinancing of this credit facility, which refinancing shall not be consummated or shall otherwise be delayed. Notwithstanding anything herein to the contrary, if ~~an~~a U.S. Revolver Overadvance or a Canadian

Overadvance exists, U.S. Borrowers or Canadian Borrower, as the case may be, shall, on the sooner of the Administrative Agent's demand or the first Business Day after any ~~Obligor~~U.S. Borrower or the Canadian Borrower, as the case may be, has knowledge thereof, repay the outstanding applicable Loans in an amount sufficient to reduce the Total U.S. Revolver Outstandings ~~to the~~or the Total Canadian Outstandings, as the case may be, to the U.S. Revolver Borrowing Base or the Canadian Borrowing Base, as the case may be.

5.3 Rescindable Amounts. With respect to any payment that the Administrative Agent makes for the account of the Lenders or other Secured Parties hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (1) the Borrowers have not in fact made such payment; (2) the Administrative Agent has made a payment in excess of the amount so paid by the Borrowers (whether or not then owed); or (3) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders and other Secured Parties severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender or other Secured Party, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. A notice of the Administrative Agent to any Lender or other Secured Party or any Borrower with respect to any amount owing under this Section 5.3 shall be conclusive, absent manifest error.

5.4 Payment of Other Obligations. Obligations other than Loans, including LC Obligations and Extraordinary Expenses, shall be paid by Borrowers (subject to **Section 4.5**) as provided in the Loan Documents, or, if no payment date is specified, **on demand** made to the applicable Borrowers.

5.5 Marshaling; Payments Set Aside. None of Administrative Agent, Lenders or other Secured Parties shall be under any obligation to marshal any assets in favor of any Obligor or against any Obligations. If any payment by or on behalf of Borrowers is made to Administrative Agent, any Issuing Bank, any Lender, or any other Secured Party or Administrative Agent, any Issuing Bank, any Lender or other Secured Party exercises a right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by Administrative Agent, such Issuing Bank, such Lender or such other Secured Party in its discretion) to be repaid to a trustee, receiver, interim receiver, receiver manager or any other Person, then to the extent of such recovery, the Obligation originally intended to be satisfied, and all Liens, rights and remedies relating thereto, shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

5.6 Application and Allocation of Payments.

5.6.1. Application. Payments made by Borrowers hereunder shall be applied (a) first, as specifically required hereby; (b) second, to Obligations then due and owing; (~~b~~c) third, to other Obligations specified by Borrowers; and (~~c~~d) fourth, as determined by the Administrative Agent in its discretion ~~.~~; provided, that notwithstanding anything set forth in clause (b)-(d) immediately above, no FILO Loans may be paid or prepaid at any time that any Obligations (other than FILO Obligations) or Aggregate U.S. Revolver Commitments or Aggregate Canadian Commitments remain outstanding unless consented to by the Administrative Agent and the Required Lenders (as determined without inclusion of the FILO Lenders).

5.6.2. Post-Default Allocation. Notwithstanding anything in any Loan Document to the contrary, during an Event of Default, monies to be applied to the Obligations, whether arising from

payments by Obligors, realization on Collateral, setoff or otherwise, shall be allocated, subject to **Section 4.5**, as follows, subject to the Intercreditor Agreement:

(a) first, to all fees, indemnification, costs and expenses, including Extraordinary Expenses, owing to Administrative Agent;

(b) second, to all amounts owing to any Swingline Lender on Swingline Loans, Overadvances, Protective Advances, and Loans and participations that a Defaulting Lender has failed to settle or fund;

(c) third, to all amounts owing to Issuing Bank;

(d) fourth, to all Obligations (other than Secured Bank Product Obligations) constituting fees, indemnification, costs or expenses owing to Lenders, other than the FILO Lenders;

(e) fifth, to all Obligations (other than Secured Bank Product Obligations) constituting interest, other than interest constituting FILO Obligations;

(f) sixth, to Cash Collateralize all LC Obligations;

(g) seventh, to all Revolver Loans (other than Overadvances and Protective Advances), and to Qualified Secured Bank Product Obligations to the extent a Qualified Secured Bank Product Reserve has been established with respect thereto up to and including the amount most recently specified to the Administrative Agent pursuant to the terms hereof, if applicable; and

(h) lasteighth, to all other Obligations other than FILO Obligations;

(i) ninth, to all Obligations constituting fees, indemnification, costs or expenses owing to the FILO Lenders which are then due and payable;

(j) tenth, to all Obligations constituting interest on the FILO Obligations which are then due and payable;

(k) eleventh, to all FILO Loans which are then due and payable;

(l) twelfth, to all other FILO Obligations which are then due and payable; and

(m) Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Obligors or as otherwise required by Law or the Intercreditor Agreement.

Amounts shall be applied to payment of each category of Obligations only after Full Payment of amounts payable from time to time under all preceding categories. If amounts are insufficient to satisfy a category, they shall be paid ratably among outstanding Obligations in the category. Monies and proceeds obtained from an Obligor shall not be applied to its Excluded Swap Obligations, but appropriate

adjustments shall be made with respect to amounts obtained from other Obligors to preserve the allocations in any applicable category. Amounts distributed with respect to any Secured Bank Product Obligations or Qualified Secured Bank Product Obligations shall be the lesser of (i) the maximum Secured Bank Product Obligations or Qualified Secured Bank Product Obligations, as the case may be, last reported to the Administrative Agent, if applicable, and (ii) the actual Secured Bank Product Obligations or Qualified Secured Bank Product Obligations, as the case may be, as calculated by the methodology reported to the Administrative Agent, if applicable, for determining the amount due. The Administrative Agent shall have no obligation to calculate the amount to be distributed with respect to any Secured Bank Product Obligations or Qualified Secured Bank Product Obligations, and may request a reasonably detailed calculation of such amount from the applicable Secured Bank Product Provider. If the provider fails to deliver the calculation within five (5) days following request, the Administrative Agent may assume the amount is zero. The allocations set forth in this Section are solely to determine the rights and priorities among Secured Parties, and may be changed by agreement of the affected Secured Parties, without the consent of any Obligor. This Section is not for the benefit of or enforceable by any Obligor, and each Borrower irrevocably waives the right to direct the application of any payments or Collateral proceeds subject to this Section.

5.7 Application of Payments. While a Trigger Event is in effect, the ledger balance in the main Dominion Account for the Obligors (other than the Canadian Borrower) as of the end of a Business Day shall be applied to the Obligations and the ledger balance in the main Dominion Account for the Canadian Obligors as of the end of such Business Day shall be applied to the Canadian Obligations, in each case at the beginning of the next Business Day. If, as a result of such application, a credit balance exists, the balance shall not accrue interest in favor of U.S. Borrowers or Canadian Borrower, as the case may be, and shall be made available to U.S. Borrowers or Canadian Borrower, as the case may be, as long as no Default or Event of Default exists. Each Borrower irrevocably waives the right to direct the application of any payments or Collateral proceeds while a Trigger Event is in effect, and agrees that Administrative Agent shall have the continuing, exclusive right to apply and reapply same against the applicable Obligations, in such manner as Administrative Agent deems advisable.

5.8 Loan Account; Account Stated.

5.8.1. Loan Account. The Administrative Agent shall maintain in accordance with its usual and customary practices an account or accounts ("Loan Account") evidencing the Debt of Borrowers resulting from each Loan or issuance of a Letter of Credit from time to time. Any failure of Administrative Agent to record anything in the Loan Account, or any error in doing so, shall not limit or otherwise affect the obligation of Borrowers to pay any amount owing hereunder.

5.8.2. Entries Binding. Entries made in the Loan Account shall constitute presumptive evidence of the information contained therein. If any information contained in the Loan Account is provided to or inspected by any Person, then such information shall be conclusive and binding on such Person for all purposes absent manifest error, except to the extent such Person notifies the Administrative Agent in writing within thirty (30) days after receipt or inspection that specific information is subject to dispute.

5.9 Taxes. For purposes of this **Section 5.9** and **Section 5.10**, the term "Lender" includes any Issuing Bank and the term "applicable law" includes FATCA.

5.9.1. Payments Free of Taxes; Obligation to Withhold; Tax Payment.

(a) All payments of Obligations by Obligors shall be made without deduction or withholding for any Taxes, except as required by

Applicable Law. If Applicable Law (as determined by an applicable Withholding Agent in its good faith discretion) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding in accordance with information and documentation provided pursuant to **Section 5.10** and Applicable Law.

(b) If a Withholding Agent is required by Applicable Law to withhold or deduct Taxes, including backup withholding and withholding taxes, from any payment, then (i) the applicable Withholding Agent, to the extent required by Applicable Law, shall timely pay the full amount that it determines is to be withheld or deducted to the relevant Governmental Authority, and (ii) to the extent the withholding or deduction is made on account of Indemnified Taxes, the sum payable by the applicable Obligor shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this paragraph) the Recipient receives an amount equal to the sum it would have received had no such withholding or deduction been made.

5.9.2. Payment of Other Taxes. Without limiting the foregoing, Borrowers shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the Administrative Agent's option, timely reimburse Administrative Agent for payment of, any Other Taxes.

5.9.3. Tax Indemnification.

(a) ~~The~~Subject to Section 4.5, he Borrowers shall indemnify and hold harmless, on a joint and several basis, each Recipient against any Indemnified Taxes (including any Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section) payable or paid by a Recipient in respect of, or required to be withheld or deducted from a payment to a Recipient, and any penalties, interest and 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. Each Borrower shall indemnify and hold harmless the Administrative Agent against any amount that a Lender or Issuing Bank fails for any reason to pay indefeasibly to Administrative Agent as required pursuant to this Section. Each Borrower shall make payment within ten (10) days after demand for any amount or liability payable under this Section. A certificate as to the amount of such payment or liability delivered to Borrowers by a Lender or Issuing Bank (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of any Recipient, shall be conclusive absent manifest error.

(b) Each Lender and Issuing Bank shall indemnify and hold harmless, on a several basis, (i) the Administrative Agent against any Indemnified Taxes attributable to such Lender or Issuing Bank (but only to the extent Borrowers have not already paid or reimbursed Administrative Agent therefor and without limiting Borrowers' obligation to do so), (ii) Administrative Agent and Obligors, as applicable, against any Taxes attributable to such Lender's failure to maintain a Participant register as required hereunder, and (iii) Administrative Agent and Obligors, as applicable, against any Excluded Taxes attributable to such Lender or Issuing Bank, in each case, that are payable or paid

by Administrative Agent or an Obligor in connection with any Obligations, 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. Each Lender and Issuing Bank shall make payment within ten (10) days after demand for any amount or liability payable under this Section. A certificate as to the amount of such payment or liability delivered to any Lender or Issuing Bank by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this **Section ~~5.9.3(b)~~5.9.3**.

5.9.4. Evidence of Payments. If Administrative Agent or an Obligor pays any Taxes pursuant to this Section, then upon request, Administrative Agent shall deliver to UNFI or UNFI shall deliver to Administrative Agent, as applicable, a copy of a receipt issued by the appropriate Governmental Authority evidencing the payment, a copy of any return required by Applicable Law to report the payment, or other evidence of payment reasonably satisfactory to Administrative Agent or UNFI, as applicable.

5.9.5. Treatment of Certain Refunds. Unless required by Applicable Law, at no time shall Administrative Agent have any obligation to file for or otherwise pursue on behalf of a Lender or Issuing Bank any refund of Taxes withheld or deducted from funds paid for the account of a Lender or Issuing Bank. If a Recipient determines in its discretion, exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section 5.9), it shall pay the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by Borrowers with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) incurred by such Recipient, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such Recipient, shall repay to such Recipient the amount paid over pursuant to this paragraph 5.9.5 (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such Recipient is required to repay such refund to such Governmental Authority. Notwithstanding anything herein to the contrary, no Recipient shall be required to pay any amount to an indemnifying party pursuant to this paragraph 5.9.5 if such payment would place the Recipient in a less favorable net after-Tax position than it would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. In no event shall Administrative Agent or any Recipient be required to make its tax returns (or any other information relating to its taxes that it deems confidential) available to any Obligor or other Person.

5.9.6. Survival. Each party's obligations under **Sections 5.9** and **5.10** shall survive the resignation or replacement of Administrative Agent or any assignment of rights by or replacement of a Lender or Issuing Bank, the termination of the U.S. Revolver Commitments, the Canadian Commitments and the repayment, satisfaction, discharge or Full Payment of any Obligations.

5.10 Lender Tax Information.

5.10.1. Status of Lenders. Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Administrative Agent, at the time or times reasonably requested by the Borrowers or

Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrowers or Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Borrowers or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by Borrowers or Administrative Agent to enable them to determine whether such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the previous two sentences, such documentation (other than documentation described in **Sections 5.10.2(a), (b)** and **(d)**) shall not be required if a Lender reasonably believes delivery of the documentation would subject it to any material unreimbursed cost or expense or would materially prejudice its legal or commercial position.

5.10.2. Documentation. Without limiting the foregoing,

(a) Any Lender that is a U.S. Person shall deliver to Borrowers and the Administrative Agent on or prior to the date on which such Lender becomes a Lender hereunder (and from time to time thereafter upon reasonable request of Borrowers or Administrative Agent), executed copies of IRS Form W-9, certifying that such Lender is exempt from U.S. federal backup withholding Tax;

(b) Any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender hereunder (and from time to time thereafter upon reasonable request of Borrowers or such Administrative Agent), whichever of the following is applicable:

(i) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party, (x) with respect to payments of interest under any Loan Document, executed copies of 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 (y) with respect to other payments under the Loan Documents, 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;

(ii) executed copies of IRS Form W-8ECI;

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate in form satisfactory to the Administrative Agent to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of a Borrower within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code ("U.S. Tax Compliance Certificate"), and (y) executed copies of IRS Form W-8BEN or W-8BEN-E, as applicable; or

(iv) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or W-8BEN-E, as applicable, a U.S. Tax Compliance Certificate in form satisfactory to the Administrative Agent, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided, that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate on behalf of each such direct and indirect partner;

(c) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrowers and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender hereunder (and from time to time thereafter upon the reasonable request of Borrowers or Administrative Agent), executed copies of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit Borrowers or Administrative Agent to determine the withholding or deduction required to be made; and

(d) if payment of an Obligation to a Lender 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), such Lender shall deliver to Borrowers and the Administrative Agent at the time(s) prescribed by law and otherwise as reasonably requested by Borrowers or Administrative Agent such documentation prescribed by Applicable Law (including Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by Borrowers or Administrative Agent as may be necessary for them to comply with their obligations under FATCA and to determine that such Lender has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (d), "FATCA" shall include any amendments made to FATCA after the Closing Date.

5.10.3. Redelivery of Documentation. If any form or certification previously delivered by a Lender pursuant to this Section expires or becomes obsolete or inaccurate in any respect, such Lender shall promptly update the form or certification or notify Borrowers and the Administrative Agent in writing of its inability to do so.

5.11 Nature and Extent of Each Borrower's Liability.

5.11.1. Joint and Several Liability. Each U.S. Borrower agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to Administrative Agent and Secured Parties the prompt payment and performance of, all Obligations~~, except~~ (including, without limitation, the FILO Obligations, but excluding its Excluded Swap Obligations~~,~~) and all agreements under the Loan Documents and each Canadian Borrower agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to Administrative Agent and Secured Parties the prompt payment and performance of, all Canadian Obligations and all agreements under the Loan Documents, as applicable.

related thereto. Each Borrower agrees that its guaranty obligations hereunder constitute a continuing guaranty of payment and not of collection, that such obligations shall not be discharged until Full Payment of the Obligations, and that such obligations are absolute and unconditional, irrespective of (a) the genuineness, validity, regularity, enforceability, subordination or any future modification of, or change in, any Obligations or Loan Document, or any other document, instrument or agreement to which any Obligor is or may become a party or be bound; (b) the absence of any action to enforce this Agreement (including this Section) or any other Loan Document, or any waiver, consent or indulgence of any kind by Administrative Agent or any Secured Party with respect thereto; (c) the existence, value or condition of, or failure to perfect a Lien or to preserve rights against, any security or guaranty for the Obligations or any action, or the absence of any action, by Administrative Agent or any Secured Party in respect thereof (including the release of any security or guaranty); (d) the insolvency of any Obligor; (e) any election by Administrative Agent or any Secured Party in an Insolvency Proceeding for the application of Section 1111(b)(2) of the Bankruptcy Code; (f) any borrowing or grant of a Lien by any other Borrower, as debtor-in-possession under Section 364 of the Bankruptcy Code or otherwise; (g) the disallowance of any claims of Administrative Agent or any Secured Party against any Obligor for the repayment of any Obligations under Section 502 of the Bankruptcy Code or otherwise; or (h) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, except Full Payment of all Obligations.

5.11.2. Waivers.

(a) Each Borrower expressly waives all rights that it may have now or in the future under any statute, at common law, in equity or otherwise, to compel Administrative Agent or Secured Parties to marshal assets or to proceed against any Obligor, other Person or security for the payment or performance of any Obligations before, or as a condition to, proceeding against such Borrower. Each Borrower waives all defenses available to a surety, guarantor or accommodation co-obligor other than Full Payment of all Obligations and waives, to the maximum extent permitted by law, any right to revoke any guaranty of any Obligations as long as it is a Borrower. It is agreed among each Borrower, Administrative Agent and Secured Parties that the provisions of this **Section 5.11** are of the essence of the transaction contemplated by the Loan Documents and that, but for such provisions, Administrative Agent and Secured Parties would decline to make Loans and issue Letters of Credit. Each Borrower acknowledges that its guaranty pursuant to this Section is necessary to the conduct and promotion of its business, and can be expected to benefit such business.

(b) Upon the occurrence and during the continuance of an Event of Default, Administrative Agent and Secured Parties may, in their discretion, pursue such rights and remedies as they deem appropriate, including realization upon Collateral by judicial foreclosure or non-judicial sale or enforcement, without affecting any rights and remedies under this **Section 5.11**. If, in taking any action in connection with the exercise of any rights or remedies, Administrative Agent or any Secured Party shall forfeit any other rights or remedies, including the right to enter a deficiency judgment against any Borrower or other Person, whether because of any Applicable Laws pertaining to “election of remedies” or otherwise, each Borrower consents to such action and waives any claim based upon it, even if the action may result in loss of any rights of subrogation that any Borrower might otherwise have had. Any election of remedies that results in denial or impairment of the right of Administrative

Agent or any Secured Party to seek a deficiency judgment against any Borrower shall not impair any Borrower's obligation to pay the full amount of the Obligations. Each Borrower waives all rights and defenses arising out of an election of remedies, such as non-judicial foreclosure with respect to any security for the Obligations, even though that election of remedies destroys such Borrower's rights of subrogation against any other Person. Administrative Agent may bid all or a portion of the Obligations at any foreclosure, trustee's or other sale, including any private sale, and the amount of such bid need not be paid by Administrative Agent but shall be credited against the Obligations. The amount of the successful bid at any such sale, whether Administrative Agent or any other Person is the successful bidder, shall be conclusively deemed to be the fair market value of the Collateral, and the difference between such bid amount and the remaining balance of the Obligations shall be conclusively deemed to be the amount of the Obligations guaranteed under this **Section 5.11**, notwithstanding that any present or future law or court decision may have the effect of reducing the amount of any deficiency claim to which Administrative Agent or any Secured Party might otherwise be entitled but for such bidding at any such sale.

5.11.3. Extent of Liability; Contribution.

(a) Notwithstanding anything herein to the contrary, each Borrower's liability under this **Section 5.11** shall be limited to the greater of (i) all amounts for which such Borrower is primarily liable, as described below, and (ii) such Borrower's Allocable Amount.

(b) If any Borrower makes a payment under this **Section 5.11** of any Obligations (other than amounts for which such Borrower is primarily liable) (a "Guarantor Payment") that, taking into account all other Guarantor Payments previously or concurrently made by any other Borrower, exceeds the amount that such Borrower would otherwise have paid if each Borrower had paid the aggregate Obligations satisfied by such Guarantor Payments in the same proportion that such Borrower's Allocable Amount bore to the total Allocable Amounts of all Borrowers, then such Borrower shall be entitled to receive contribution and indemnification payments from, and to be reimbursed by, each other Borrower for the amount of such excess, pro rata based upon their respective Allocable Amounts in effect immediately prior to such Guarantor Payment. The "Allocable Amount" for any Borrower shall be the maximum amount that could then be recovered from such Borrower under this **Section 5.11** without rendering such payment voidable under Section 548 of the Bankruptcy Code or under any applicable state fraudulent transfer or conveyance act, or similar statute or common law.

(c) **Section 5.11.3(a)** shall not limit the liability of any Borrower to pay or guarantee Loans made directly or indirectly to it (including Loans advanced hereunder to any other Person and then re-loaned or otherwise transferred to, or for the benefit of, such Borrower), LC Obligations relating to Letters of Credit issued to support its business, Secured Bank Product Obligations incurred to support its business, and all accrued interest, fees, expenses and other related Obligations with respect thereto, for which such Borrower shall be primarily liable for all purposes hereunder. Administrative Agent and Secured Parties shall have the right, at any time in their discretion, to

condition Loans and Letters of Credit upon a separate calculation of borrowing availability for each Borrower and to restrict the disbursement and use of Loans and Letters of Credit to a Borrower based on that calculation.

(d) Each Obligor that is a Qualified ECP when its guaranty of or grant of Lien as security for a Swap Obligation becomes effective hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide funds or other support to each Specified Obligor with respect to such Swap Obligation as may be needed by such Specified Obligor from time to time to honor all of its obligations under the Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP's obligations and undertakings under this **Section 5.11** voidable under any applicable fraudulent transfer or conveyance act). The obligations and undertakings of each Qualified ECP under this Section shall remain in full force and effect until Full Payment of all Obligations. Each Obligor intends this Section to constitute, and this Section shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support or other agreement" for the benefit of, each Obligor for all purposes of the Commodity Exchange Act.

5.11.4. Joint Enterprise. Each Borrower has requested that Administrative Agent and Secured Parties make this credit facility available ~~to Borrowers on a combined basis~~ in order to finance Borrowers' business most efficiently and economically. Borrowers' business is a mutual and collective enterprise, and the successful operation of each Borrower is dependent upon the successful performance of the integrated group. Borrowers believe that consolidation of their credit facility will enhance the borrowing power of each Borrower and ease administration of the facility, all to their mutual advantage. Borrowers acknowledge that Administrative Agent's and Secured Parties' willingness to extend credit and to administer the Collateral of Borrowers on a combined basis hereunder is done solely as an accommodation to Borrowers and at Borrowers' request.

5.11.5. Subordination. Each Borrower (including Canadian Borrower) hereby subordinates any claims, including any rights at law or in equity to payment, subrogation, reimbursement, exoneration, contribution, indemnification or setoff, that it may have at any time against any other Obligor, howsoever arising, to the Full Payment of all Obligations.

SECTION 6. CONDITIONS PRECEDENT

6.1 [Reserved]

6.2 Conditions Precedent to All Credit Extensions on the Closing Date. The effectiveness of this Agreement and obligation of each Lender and, if applicable, each Issuing Bank, to fund the initial Borrowings and to issue the initial Letters of Credit, as applicable, on the Closing Date requested by the Borrowers are subject to satisfaction of the following conditions precedent or the waiver of such conditions precedent by the Required Lenders (provided that, for purposes of such waiver, the Lead Arrangers must also waive such conditions precedent) in accordance with the terms of this Agreement:

6.2.1. Loan Documents.

(a) The Administrative Agent shall have received this Agreement executed and delivered by a duly authorized officer of (i)

Administrative Agent, (ii) each Borrower and (iii) each Lender (including each Issuing Bank).

(b) Each Closing Date Security Document (i) shall have been duly executed and delivered by a duly authorized officer of each applicable Obligor and (ii) shall satisfy the Guarantee and Collateral Requirement.

(c) Each other Closing Date Loan Document shall have been duly executed and delivered by a duly authorized officer of each applicable Obligor.

6.2.2. Collateral.

(a) The Obligors shall have delivered all Pledged Collateral required to be pledged and delivered pursuant to the Guarantee and Collateral Requirement to the Administrative Agent or, to the extent in accordance with the terms of the Intercreditor Agreement, the Term Loan Facility Agent.

(b) The Administrative Agent shall have received evidence that all other actions, recordings and filings that the Administrative Agent may deem necessary to satisfy the Guarantee and Collateral Requirement shall have been taken, completed or otherwise provided for. Subject to the last paragraph of this Section, all documents and instruments required to grant and perfect the Administrative Agent's security interests in the Collateral shall have been executed and delivered by the Obligors and, if applicable, be in proper form for filing.

6.2.3. [Reserved].

6.2.4. Financial Statements. The Administrative Agent shall have received copies of (i) the audited consolidated balance sheet and related consolidated statements of operations, comprehensive income, change in stockholders' equity and cash flows for the Fiscal Years of UNFI ended August 3, 2019, August 2, 2020 and July 31, 2021 (which the Administrative Agent has acknowledged receipt of such audited financial statements) and (ii) the unaudited consolidated balance sheet and related consolidated statements of operations, comprehensive income, change in stockholders' equity and cash flows for the Fiscal Quarters of UNFI ended October 30, 2021 and January 29, 2022 (which the Administrative Agent has acknowledged receipt of such unaudited financial statements).

6.2.5. Patriot Act, Know Your Customer Regulations. The Administrative Agent shall have received (at least three (3) Business Days prior to the Closing Date) all documentation and other information about each Obligor (other than the Borrowers as to which such information was provided on or prior to the Closing Date) as has been reasonably requested in writing at least ten (10) Business Days prior to the Closing Date by the Administrative Agent or the Lead Arrangers that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act and the Beneficial Ownership Certification.

6.2.6. Representations and Warranties. The Representations and Warranties contained in this Agreement and the other Loan Documents shall be true and correct in all material respects as of the Closing Date (except for representations and warranties that are subject to materiality or material adverse effect qualifications, which representations and warranties shall be true and correct in all

respects, and except for representations and warranties that expressly relate to an earlier date, which representations and warranties shall be true and correct in all material respects as of such earlier date).

6.2.7. Appraisals; Examinations. The Administrative Agent shall have received a field examination and appraisal, which shall include examinations of any books and records or any other financial or Collateral matters (including examinations with respect to Accounts, Credit Card Receivables and Pharmacy Receivables) and appraisals of Inventory and Prescription Files that, in each case, with respect to UNFI and its Subsidiaries as the Administrative Agent, in its Permitted Discretion, deems appropriate, the results of which shall be in form and substance reasonably acceptable to the Administrative Agent.

6.2.8. Closing Date Refinancing. The Closing Date Refinancing shall have been consummated prior to, or shall be made or consummated substantially concurrently with, the initial Borrowing hereunder, including, without limitation, receipt by the Administrative Agent of a payoff letter with respect thereto and termination of all liens granted thereunder.

6.2.9. No Material Adverse Effect. Since July 31, 2021, there has not been any change, occurrence or development that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

6.2.10. Borrowing Base Certificate. UNFI shall have delivered to the Administrative Agent a Borrowing Base Certificate dated as of the Closing Date.

6.2.11. Closing Date Solvency Certificate. The Administrative Agent shall have received a certificate from the chief financial officer, or other office with similar responsibilities of UNFI (or other officer of UNFI with similar responsibilities) in form and substance reasonably acceptable to the Administrative Agent (the "Closing Date Solvency Certificate").

6.2.12. Legal Opinions. The Administrative Agent shall have received customary favorable legal opinions from (a) Jones Day, (b) Osler, Hoskin & Harcourt LLP and (c) to the extent reasonably requested by the Administrative Agent, additional counsel in any jurisdiction in which an Obligor as of the Closing Date is organized to the extent not covered by the legal opinions in clause (a) or (b), in each case as counsel to the Obligors, and in each case dated as of the Closing Date and addressed to the Lenders and the Administrative Agent.

6.2.13. Closing Date Certificates. The Administrative Agent shall have received (a) a certificate of a Senior Officer, responsible officer, secretary or assistant secretary of each Guarantor, dated the Closing Date, with customary certifications and attaching (i) a copy of the resolutions of the applicable governing body of each Guarantor (or a duly authorized committee thereof) authorizing the execution, delivery, and performance of the Loan Documents (and any agreements relating thereto) to which it is a party, (ii) the applicable Organic Documents of each Guarantor and, to the extent applicable in the jurisdiction of organization of such Guarantor, a certificate as to its good standing or compliance (or equivalent, as applicable) as of a recent date from an applicable Governmental Authority in such jurisdiction of organization and (iii) signature and incumbency certificates (or other comparable documents evidencing the same) of the authorized officers of each Obligor executing the Loan Documents to which it is a party and (b) a certificate of a Senior Officer of UNFI (or other officer of UNFI with similar responsibilities), dated as of the Closing Date, certifying that the conditions specified in **Sections 6.2.3, 6.2.6**, **6.2.7**, **6.2.8, 6.2.19** and **6.2.20** have been satisfied.

6.2.14. Fees and Expenses. All fees required to be paid on the Closing Date pursuant to the Fee Letters and all reasonable and documented out-of-pocket expenses required to be paid on the

Closing Date, in each case to the extent invoiced at least one (1) Business Day prior to the Closing Date, shall have been paid, or shall be paid substantially concurrently with, the initial Borrowing hereunder (which amounts may be offset against the proceeds of the initial Borrowing).

6.2.15. Notices of Borrowings. The Administrative Agent shall have received a Notice of Borrowing with respect to the Loans to be made on the Closing Date meeting the requirements of **Section 4.1.1** and, to the extent a Letter of Credit is issued on the Closing Date, the applicable Issuing Banks shall have received an LC Request with respect to the Letters of Credit to be issued on the Closing Date meeting the requirements of **Section 2.3** and certifying that the Canadian LC Conditions or the U.S. LC Conditions, as applicable, have been satisfied.

6.2.16. Insurance. The Administrative Agent shall have received evidence that all insurance required to be maintained pursuant to the Loan Documents and all endorsements in favor of the Administrative Agent required under the Loan Documents have been obtained and are in effect.

6.2.17. Searches. The Administrative Agent shall have received results of searches or other evidence reasonably satisfactory to the Administrative Agent (in each case dated as of a date reasonably satisfactory to the Administrative Agent) indicating the absence of Liens on the assets of the Obligors, except for Permitted Liens and liens for which termination statements and releases, satisfactions and discharges of any mortgages, and releases or subordination agreements satisfactory to the Administrative Agent are being tendered concurrently with such extension of credit or other arrangements satisfactory to the Administrative Agent for the delivery of such termination statements and releases, satisfactions and discharges have been made.

6.2.18. Availability. After giving effect to (i) the first funding under the Loans, (ii) any charges to the Loan Account made in connection with the establishment of the credit facility contemplated hereby and (iii) all Letters of Credit to be issued at, or immediately subsequent to, such establishment, Availability shall be not less than $1,000,000,000.

6.2.19. No Default. No Default or Event of Default exists or would give rise from the funding of the Loans on the Closing Date.

6.2.20. Solvency. The Obligors are, on a consolidated basis, Solvent.

The Administrative Agent shall promptly notify the Lenders of the occurrence of the Closing Date.

6.3 Conditions Precedent to All Credit Extensions after the Closing Date Administrative Agent, Issuing Banks and Lenders shall not be required to fund any Loans (including the FILO Loans), arrange for issuance of any Letters of Credit or grant any other extension of credit to or for the benefit of Borrowers, in each case to the extent requested to be made after the Closing Date, unless the following conditions are satisfied:

(a) No Default or Event of Default shall exist at the time of, or result from, such funding, issuance or grant;

(b) The representations and warranties of each Obligor in the Loan Documents shall be true and correct in all material respects on the date of, and upon giving effect to, such funding, issuance or grant (except for representations and warranties that are subject to materiality or material adverse effect qualifications, which representations and warranties shall be true and

correct in all respects, and except for representations and warranties that expressly relate to an earlier date, which representations and warranties shall be true and correct in all material respects as of such earlier date);

(c) With respect to a Borrowing, the Administrative Agent shall have received a Notice of Borrowing;

(d) With respect to the issuance of a Letter of Credit, the conditions specified in **Section 2.3** or the Canadian LC Conditions, as the case may be, shall be satisfied;

(e) Solely with respect to a request of Canadian Loans or the issuance of a Letter of Credit for the account or benefit of the Canadian Borrower, no request by the Canada Revenue Agency for payment pursuant to Section 224(1.1) or any successor section of the ITA or any comparable provision of any other taxing statute shall have been received by any Person in respect of the Borrowers; ~~and~~

(f) Solely with respect to a request of Loans in Canadian Dollars or the issuance of a Letter of Credit or Canadian Reimbursement Undertaking in Canadian Dollars for the account or benefit of the Canadian Borrower, there shall not have occurred any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls that in the reasonable opinion of the Administrative Agent, the Required Lenders (in the case of any Loans to be denominated in Canadian Dollars) or the applicable Issuing Bank (in the case of any Canadian Letter of Credit or Canadian Reimbursement Undertaking) would make it impracticable for such credit extension to be denominated in Canadian Dollars~~.~~; and

(g) Except as otherwise expressly permitted hereunder, no Overadvance would then exist or, immediately after giving pro forma affect to such funding, would result therefrom.

Other than with respect to any funding of a Loan, issuance of a Letter of Credit or grant of an accommodation made on the Closing Date, each request (or deemed request) by Borrowers for funding of a Loan, issuance of a Letter of Credit or grant of an accommodation shall constitute a representation by Borrowers that the foregoing conditions are satisfied on the date of such request and on the date of such funding, issuance or grant.

SECTION 7. [INTENTIONALLY OMITTED]

SECTION 8. COLLATERAL ADMINISTRATION

8.1 Borrowing Base Certificates. By the 20th day of each Fiscal Quarter (or (a) during any Fiscal Quarter in which Availability is less than eighty-five percent (85%) of the Combined Borrowing Base at any time, by the 20th day of each Fiscal Period in such Fiscal Quarter subsequent to such time, or (b) during any period during which (i) Availability is less than the greater of (x) 10% of the Combined Borrowing Base and (y) ~~U.S.$210,000,000~~the Trigger Floor Amount for five (5) consecutive Business Days (until such time as Availability equals or exceeds the greater of (x) 10% of the Combined Borrowing Base and (y) ~~U.S.$210,000,000~~the Trigger Floor Amount for thirty (30) consecutive days), or (ii) an Event of Default has occurred and is continuing, by the last Business Day of each week),

Borrowers shall deliver to Administrative Agent (and Administrative Agent shall promptly deliver same to Lenders) a Borrowing Base Certificate prepared as of the close of business of the previous Fiscal Period or week, as the case may be, and at such other times as Administrative Agent may reasonably request in its Permitted Discretion. If any Obligor enters into a Permitted Receivables Financing, a disposition of the type described **Section 10.2.6(j**) if an updated Borrowing Base Certificate is required by the terms thereof, or a Permitted AR Factoring Transaction, the Borrowers shall deliver, prior to or substantially concurrently with the consummation of such transaction (or such longer period as is acceptable to the Administrative Agent), a written supplement to the most recently delivered Borrowing Base Certificate modifying such Borrowing Base Certificate to remove all accounts which are no longer Eligible Accounts, Eligible Credit Card Receivables or Eligible Pharmacy Receivables and evidencing that no Overadvance will exist as a result of such Permitted Receivables Financing, disposition under **Section 10.2.6(j**) or Permitted AR Factoring Transaction or confirming that no changes have been made to the most recently delivered Borrowing Base Certificate.

8.2 Administration of Accounts.

8.2.1. Records and Schedules of Accounts. Each Borrower shall, and shall cause each other Obligor to, keep accurate and complete records of its Accounts, including all payments and collections thereon, and shall submit to Administrative Agent sales, collection, reconciliation and other reports in form reasonably satisfactory to Administrative Agent, on such periodic basis as Administrative Agent reasonably may request. Each Borrower shall also provide to Administrative Agent, on or before the twentieth (20th) day of each Fiscal Period, a detailed aged trial balance of all Accounts as of the end of the preceding Fiscal Period, specifying each Account's Account Debtor name and address, amount, invoice date and due date, showing any discount, allowance, credit, authorized return or dispute, and including such proof of delivery, copies of invoices and invoice registers, copies of related documents, repayment histories, status reports and other information as Administrative Agent may reasonably request.

8.2.2. Taxes. If an Account of any Obligor includes a charge for any unpaid Taxes, Administrative Agent is authorized, in its discretion, to pay the amount thereof to the proper taxing authority for the account of such Obligor and to charge Obligors therefor; provided, however, that neither Administrative Agent nor any Lender shall be liable for any Taxes that may be due from Obligors or with respect to any Collateral.

8.2.3. Account Verification. Solely if a Default or Event of Default exists, Administrative Agent shall have the right at any time, in the name of Administrative Agent, any designee of Administrative Agent or any Obligor, to verify the validity, amount or any other matter relating to any Accounts of Obligors by mail, telephone or otherwise. Borrowers shall, and shall cause each other Obligor to, cooperate fully with Administrative Agent in an effort to facilitate and promptly conclude any such verification process.

8.2.4. Maintenance of Dominion Account. Borrowers shall, and shall cause each other Obligor to, maintain Dominion Accounts pursuant to lockbox or other arrangements reasonably acceptable to Administrative Agent into which funds from any Obligor from Cash Receipts are deposited (except provided in **Section 8.5**). Borrowers shall, and shall cause each other Obligor to, obtain an agreement (in form and substance reasonably satisfactory to the Administrative Agent) from each lockbox servicer and Dominion Account bank, to the extent necessary to establish the Administrative Agent's control over and Lien in the lockbox or Dominion Account, which may be exercised by the Administrative Agent at any time while a Trigger Event is in effect, requiring immediate deposit of all remittances received in the lockbox to a Dominion Account, and waiving offset rights of such servicer or bank, except for customary administrative charges. If a Dominion Account is not maintained with Wells

Fargo, the Administrative Agent may, at any time while a Trigger Event is in effect, require immediate transfer of all funds in such account to a Dominion Account maintained with Wells Fargo. Administrative Agent and Lenders assume no responsibility to Obligors for any lockbox arrangement or Dominion Account, including any claim of accord and satisfaction or release with respect to any Payment Items accepted by any bank.

8.2.5. Proceeds of Collateral. Borrowers shall, and shall cause each other Obligor to, request in writing and otherwise take all necessary steps to ensure that all payments on Accounts or otherwise relating to ABL Priority Collateral (including all payments from Credit Card Processors and Credit Card Issuers) are made directly to a Dominion Account (or a lockbox relating to a Dominion Account) or a Deposit Account that is subject to a Deposit Account Control Agreement. If any Borrower or Subsidiary receives cash or Payment Items with respect to any ABL Priority Collateral, it shall hold same in trust for the Administrative Agent and promptly (not later than the next Business Day) deposit same into a Dominion Account or a Deposit Account that is subject to a Deposit Account Control Agreement.

8.3 Administration of Inventory.

8.3.1. Records and Reports of Inventory. Each Borrower shall, and shall cause each other Obligor to, keep materially accurate and complete records of its Inventory, including costs and daily withdrawals and additions, and shall submit to Administrative Agent inventory and reconciliation reports in form reasonably satisfactory to Administrative Agent, on such periodic basis as Administrative Agent reasonably may request, but at least once during each Fiscal Period, not later than the twentieth (20th) day of such Fiscal Period. Each Borrower shall conduct a physical inventory at least once per calendar year (and on a more frequent basis if requested by Administrative Agent when an Event of Default exists) and periodic cycle counts consistent with historical practices, and shall provide to Administrative Agent a report based on each such inventory and count promptly upon completion thereof, together with such supporting information as Administrative Agent may request. Administrative Agent may participate in and observe each physical count.

8.3.2. Returns of Inventory. No Borrower or Obligor shall return any Inventory to a supplier, vendor or other Person, whether for cash, credit or otherwise, unless (a) such return is in the Ordinary Course of Business; (b) no Default, Event of Default, ~~or~~U.S. Revolver Overadvance or Canadian Overadvance exists or would result therefrom; and (c) while a Trigger Event is in effect, any payment received by an Obligor for a return is promptly remitted to the Administrative Agent for application to the applicable Obligations.

8.3.3. Acquisition, Sale and Maintenance. Each Borrower shall and shall cause each other Obligor to take all steps to assure that all Inventory is produced in accordance with Applicable Law, including the FLSA, except to the extent that such production of Inventory could not reasonably be expected to have a Material Adverse Effect. Borrowers shall, and shall cause each other Obligor to, use, store and maintain all Inventory with reasonable care and caution, in accordance with applicable standards of any insurance and in conformity with all Applicable Law, and shall make current rent payments (within applicable grace periods provided for in leases) at all locations where any ABL Priority Collateral is located except where failure to do any of the foregoing could not reasonably be expected to have a Material Adverse Effect.

8.4 [Intentionally Omitted.]

8.5 Cash Management; Administration of Deposit Accounts. All Deposit Accounts maintained by Obligors into which Cash Receipts are deposited, including all Dominion Accounts, are

set forth on the Perfection Certificates. To the extent any Deposit Accounts into which Cash Receipts are deposited are not subject to a Deposit Account Control Agreement with the Administrative Agent on the Closing Date, within ninety (90) days of the Closing Date, each Borrower shall, and shall cause each other Obligor to, take all actions necessary to establish the Administrative Agent's control of each such Deposit Account into which Cash Receipts are deposited (other than any (a) account exclusively used for payroll, payroll taxes or employee benefits, (b) account containing not more than U.S. $2,000,000 at any time, (c) a zero balance account, (d) account that solely hold the proceeds of the sale of Term Priority Collateral, or (e) account into which funds are solely deposited for the purpose of trust related activities). Each Borrower shall, and shall cause each other Obligor to, be the sole account holder of each Deposit Account into which Cash Receipts are deposited of such Obligor and shall not allow any other Person (other than the Administrative Agent) to have control over such Deposit Account or any Property deposited therein. Each Borrower shall, and shall cause each other Obligor to, promptly notify the Administrative Agent of any opening of a Deposit Account into which Cash Receipts are deposited and will amend the applicable Perfection Certificate to reflect same.

8.6 General Provisions.

8.6.1. Insurance of Collateral.

Each Borrower shall, and shall cause each other Obligor to, maintain insurance with respect to the ABL Priority Collateral, covering casualty, hazard, theft, malicious mischief, flood and other risks, as well as policies covering general liability coverage, business interruption and cyber coverage, in all cases, in amounts, with endorsements and with reputable and financially sound insurers. All proceeds with respect to ABL Priority Collateral under each policy shall be payable to the Administrative Agent, subject to the Intercreditor Agreement. From time to time upon request, Borrowers shall, and shall cause each other Obligor to, deliver to Administrative Agent the originals or certified copies of its insurance policies. Unless the Administrative Agent shall agree otherwise, each policy shall include reasonably satisfactory endorsements (i) showing the Administrative Agent as lender's loss payee or additional insured, as applicable; (ii) requiring thirty (30) days' prior written notice to the Administrative Agent in the event of cancellation of the policy for any reason whatsoever (other than non-payment and at least ten (10) days prior written notice to the Administrative Agent in the event of cancellation of the policy in event of non-payment); and (iii) specifying that the interest of Administrative Agent shall not be impaired or invalidated by any act or neglect of any Obligor or the owner of the Property, nor by the occupation of the premises for purposes more hazardous than are permitted by the policy. If any Obligor fails to provide and pay for any insurance, Administrative Agent may, at its option, but shall not be required to, procure the insurance and charge Borrowers therefor. At the request of the Administrative Agent, each Borrower agrees to deliver, and shall cause each other Obligor to deliver, to Administrative Agent, promptly as rendered, copies of all reports made to insurance companies. While no Event of Default exists, Obligors may settle, adjust or compromise any insurance claim, as long as the proceeds of any insurance with respect to Collateral are delivered to Administrative Agent. If an Event of Default exists and subject to the Intercreditor Agreement, only Administrative Agent shall be authorized to settle, adjust and compromise such claims.

8.6.2. Protection of Collateral. All expenses of protecting, storing, warehousing, insuring, handling, maintaining and shipping any ABL Priority Collateral, all Taxes payable with respect to any Collateral (including any sale thereof), and all other payments required to be made by Administrative Agent to any Person to realize upon any ABL Priority Collateral, shall be borne and paid by Borrowers. Administrative Agent shall not be liable or responsible in any way for the safekeeping of any ABL Priority Collateral, for any loss or damage thereto (except for reasonable care in its custody while Collateral is in Administrative Agent's actual possession), for any diminution in the value thereof,

or for any act or default of any warehouseman, carrier, forwarding agency or other Person whatsoever, but the same shall be at Borrowers' sole risk.

8.6.3. Defense of Title to Collateral. Each Borrower shall at all times defend its title to Collateral and Administrative Agent's Liens therein against all Persons, claims and demands whatsoever, except Permitted Liens.

SECTION 9. REPRESENTATIONS AND WARRANTIES

9.1 General Representations and Warranties. To induce Administrative Agent and Lenders to enter into this Agreement and to make available the U.S. Revolver Commitments, Canadian Commitments, Loans and Letters of Credit, Borrowers represent and warrant on the Closing Date and on each other date on which the representations and warranties are made under the Loan Documents (including pursuant to **Section 6.3**):

9.1.1. Organization and Qualification. Each Borrower and Subsidiary is duly organized and, except for such failures as could not reasonably be expected to have a Material Adverse Effect, in good standing under the laws of the jurisdiction of its organization. Each Borrower and Subsidiary is duly qualified, authorized to do business and in good standing as a foreign corporation, partnership or limited liability company, as applicable, in each jurisdiction where failure to be so qualified could reasonably be expected to have a Material Adverse Effect.

9.1.2. Power and Authority. Each Obligor has all requisite corporate power and authority and is duly authorized to execute, deliver and perform its obligations under, and has executed and delivered each Loan Document to which it is a party. The execution, delivery and performance by each Obligor of the Loan Documents to which it is party have been duly authorized by all necessary corporate or limited liability, as applicable, action and do not (a) require any consent or approval of any holders of Equity Interests of any Obligor not obtained, (b) contravene the Organic Documents of any Obligor, or (c) violate or cause a default under any Applicable Law or Material Contract that could reasonably be expected to have a Material Adverse Effect.

9.1.3. Enforceability. Each Loan Document is a legal, valid and binding obligation of each Obligor party thereto, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

9.1.4. Capital Structure. **Schedule 9.1.4** shows, as of the Closing Date, for each Borrower and Subsidiary, its name, its jurisdiction of organization, its authorized and issued Equity Interests, the holders of its Equity Interests (other than with respect to UNFI), and all agreements with respect to such Equity Interests binding on such holders. Each Borrower has good title to its Equity Interests in its Subsidiaries, and all such Equity Interests are (to the extent such concepts are applicable) duly issued, fully paid and non-assessable.

9.1.5. Title to Properties; Priority of Liens.

(a) Each Borrower and Subsidiary has good and marketable title to (or valid leasehold interests in) all of its Real Estate, and good title to all of its material personal Property, except for failures to have such title or interest as could not reasonably be expected to have a Material Adverse Effect.

(b) (i) When all appropriate filings or recordings are made in the appropriate offices as may be required under applicable Laws and (ii) upon the taking of possession or control by the Administrative Agent of such Collateral with respect to which a security interest may be perfected only by possession or control, the Liens created by such Security Documents will constitute so far as possible under relevant Law fully perfected Liens on (with the priority set forth in the Intercreditor Agreement), and security interests in, all right, title and interest of the Obligors in such Collateral to the extent perfection can be obtained by filing financing statements or upon the taking of possession or control.

9.1.6. Accounts. Administrative Agent may rely, in determining which Accounts are Eligible Accounts, on all written statements and representations made by Borrowers with respect thereto. Borrowers warrant, with respect to each Account at the time it is shown as an Eligible Account in a Borrowing Base Certificate, that:

(a) it is genuine and in all respects what it purports to be, and is not evidenced by a judgment;

(b) it arises out of a completed, bona fide sale and delivery of goods or rendition of services in the Ordinary Course of Business, and substantially in accordance with any purchase order, contract or other document relating thereto;

(c) it is for a sum certain, maturing as stated in the invoice covering such sale or rendition of services, a copy of which has been furnished or is available to Administrative Agent on request;

(d) it is not subject to any offset, Lien (other than Administrative Agent's Lien), deduction, defense, dispute, counterclaim or other adverse condition except as arising in the Ordinary Course of Business; and it is absolutely owing by the Account Debtor, without contingency in any respect;

(e) no purchase order, agreement, document or Applicable Law effectively prohibits (after giving effect to applicable provisions of the UCC and PPSA) assignment of the Account to Administrative Agent, and the applicable Borrower is the sole payee or remittance party shown on the invoice;

(f) no extension, compromise, settlement, modification, credit, deduction or return has been authorized with respect to the portion of Account so shown as an Eligible Account, except discounts or allowances granted in the Ordinary Course of Business for prompt payment that are reflected in the reports submitted to Administrative Agent hereunder; and

(g) to the Borrowers' knowledge, (i) there are no facts or circumstances that are reasonably likely to materially impair the enforceability or collectability of the portion of such Account so shown as an Eligible Account; (ii) the Account Debtor had the capacity to contract when the Account arose, continues to meet the applicable Borrower's customary credit standards, is Solvent, is not contemplating or subject to an Insolvency Proceeding, and has not failed, or suspended or ceased doing business; and (iii) there are no proceedings

or actions threatened or pending against the applicable Account Debtor that could reasonably be expected to have a material adverse effect on such Account Debtor's financial condition.

9.1.7. Financial Statements. The consolidated balance sheets, and related statements of income, cash flow and shareholder's equity, of UNFI and its Subsidiaries that have been and are delivered to Administrative Agent pursuant to **Section 6.2.4(i)** or **Sections 10.1.2(a)** or **(b)**, are prepared in accordance with GAAP, and at the time of delivery fairly present the financial positions and results of operations of UNFI and its Subsidiaries at the dates and for the periods covered thereby indicated (in the case of interim statements, subject to year-end and audit adjustments and the absence of footnotes). All financial projections delivered from time to time by or on behalf of UNFI to the Administrative Agent and Lenders, in each case, have been prepared in good faith, based on assumptions believed by the management of UNFI to be reasonable in light of the circumstances at the time of preparation; it being understood that any such projections (i) are subject to significant uncertainties and contingencies, many of which are beyond the control of Borrowers and their Subsidiaries, that no assurance can be given that any particular projections will be realized, that actual results may differ and that such differences may be material and (ii) are not a guarantee of performance. Each Lender and the Administrative Agent hereby acknowledges and agrees that UNFI and its Subsidiaries may be required to restate historical financial statements as the result of the implementation of changes in GAAP or IFRS, or interpretations thereof, and that such restatements will not, in and of themselves, result in a Default of Event or Default under the Loan Documents. Since the later of (i) August 1, 2021 and (ii) the date of the most recently ended fiscal period of UNFI in respect of which financial statements have been filed with the SEC, there has been no change in the condition, financial or otherwise, of any Borrower or Subsidiary that could reasonably be expected to have a Material Adverse Effect. On the Closing Date, Borrowers and their Subsidiaries are Solvent.

9.1.8. [Reserved].

9.1.9. Taxes. Each Borrower and Subsidiary has (a) filed all federal, state, provincial, territorial and local tax returns and other reports relating to taxes that it is required by law to file, except for any tax returns and reports relating to taxes (i) for which the failure to file would not reasonably be expected to have a Material Adverse Effect, or (ii) the amount, applicability or validity of which is being Properly Contested, and (b) paid, or made provision for the payment of, all Taxes upon it, its income and its Properties that are due and payable, except to the extent being Properly Contested or the failure to pay would not reasonably be expected to have a Material Adverse Effect.

9.1.10. Brokers. There are no brokerage commissions, finder's fees or investment banking fees payable in connection with this Agreement or the arrangement of this Agreement and funding of the initial Borrowings hereunder on the Closing Date, other than pursuant to the Fee Letters.

9.1.11. Intellectual Property. Each Borrower and Subsidiary owns or has the lawful right to use all Intellectual Property necessary for the conduct of its business, without conflict with any rights of others, except for such failure to own or have rights to use or conflicts with rights of others that could not reasonably be expected to have a Material Adverse Effect.

9.1.12. Governmental Approvals. Each Borrower and Subsidiary has, is in compliance with, and is in good standing with respect to, all applicable Governmental Approvals necessary to conduct its business and to own, lease and operate its Properties, except where noncompliance or the failure to have or be in good standing could not reasonably be expected to have a Material Adverse Effect. All necessary import, export or other licenses, permits or certificates for the import or handling of any goods or other Collateral have been procured and are in effect, and Borrowers and Subsidiaries have

complied with all foreign and domestic laws with respect to the shipment and importation of any goods or Collateral, except for any such non-procurement, ineffectiveness or noncompliance as could not reasonably be expected to have a Material Adverse Effect.

9.1.13. Compliance with Laws. Each Borrower, Subsidiary and Unrestricted Subsidiary has duly complied, and its Properties and business operations are in compliance, in all respects with all Applicable Law (including the FLSA), except where noncompliance could not reasonably be expected to have a Material Adverse Effect.

9.1.14. Compliance with Environmental Laws. Except as disclosed on **Schedule 9.1.14**, no Borrower's or Subsidiary's or Unrestricted Subsidiary's past or present operations or Real Estate are subject to any pending (or, to the knowledge of any Borrower, Subsidiary or Unrestricted Subsidiary, threatened in writing) federal, state, provincial, territorial or local investigation to determine whether any remedial action is needed to address any environmental pollution, Hazardous Material or environmental clean-up that could reasonably be expected to be, determined adversely to any Borrower or Subsidiary and, if so determined, could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. No Borrower, Subsidiary or Unrestricted Subsidiary has received any Environmental Notice that could reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. No Borrower, or Subsidiary or Unrestricted Subsidiary has any liability (contingent or otherwise) arising under Environmental Law or with respect to any Environmental Release, environmental pollution or Hazardous Material on any Real Estate now or previously owned, leased or operated by it, if the same could reasonably be expected to have a Material Adverse Effect.

9.1.15. [Reserved]

9.1.16. Litigation. Except as shown on **Schedule 9.1.16**, there are no proceedings pending or, to any Borrower's knowledge, threatened in writing against any Borrower or Subsidiary, or any of their businesses, operations or Properties (including, without limitation, Intellectual Property Claims), that (a) relate to any Loan Documents or transactions contemplated thereby; or (b) could reasonably be expected to be determined adversely to such Borrower or Subsidiary, and if so determined, to have a Material Adverse Effect. No Borrower or Subsidiary is in default with respect to any order, injunction or judgment of any Governmental Authority that could reasonably be expected to have a Material Adverse Effect.

9.1.17. No Defaults. No event or circumstance has occurred and is continuing that constitutes a Default or Event of Default.

9.1.18. ERISA; Canadian Plans. Except as disclosed on **Schedule 9.1.18**:

(a) No Obligor has, as of the Closing Date, any Canadian Plan. Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code, and other applicable federal and state laws except to the extent any such noncompliance could not reasonably be expected to have a Material Adverse Effect. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter (or is the subject of a favorable opinion letter) from the IRS or is entitled to rely upon an opinion or notification letter issued to the sponsor of an IRS approved master or prototype plan or volume submitter plan document or an application for such a letter is currently being processed by the IRS with respect thereto and, to the knowledge of Obligors, nothing has occurred which would prevent, or cause the loss of, such qualification, in each case except to the extent the failure to obtain

such determination or opinion letter, make application therefor or retain such qualification could not reasonably be expected to have a Material Adverse Effect. Each Obligor and, to the knowledge of Obligors, each ERISA Affiliate has in all material respects met all applicable funding requirements under Section 412 of the Code, and no application for a waiver of the minimum funding standards or an extension of any amortization period has been made with respect to any Pension Plan, except to the extent such events or circumstances could not reasonably be expected to have a Material Adverse Effect.

(b) There are no pending or, to the knowledge of Obligors, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan or any Canadian Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan or any prohibited investment transaction or violation of any duty of an administrator with respect to any Canadian Plan that, in each case, has resulted in or could reasonably be expected to have a Material Adverse Effect.

(c) (i) No ERISA Event has occurred and, with respect to a Pension Plan, Borrower is not aware of any fact, event or circumstance that could reasonably be expected to constitute or result in an ERISA Event; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) no Obligor, or to any Obligor's knowledge, ERISA Affiliate has incurred, or reasonably expects to incur, any material liability under Section 4201 of ERISA with respect to a Multiemployer Plan; and (iv) no Obligor, or to any Obligor's knowledge ERISA Affiliate, has engaged in a transaction that would reasonably be expected to subject an Obligor to liability under Section 4069 or 4212(c) of ERISA; and (v) as of the most recent valuation date for any Pension Plan, the funding target attainment percentage (as defined in Section 430(d)(2) of the Code) is at least 60%, and no Obligor knows of any fact or circumstance that could reasonably be expected to cause the funding target attainment percentage for any such plan to drop below 60% as of such date, except in the case of each of the foregoing clauses (i) through (v) to the extent such events or circumstances could not reasonably be expected to have a Material Adverse Effect.

(d) Each Canadian Plan, other than a Canadian MEPP (and, to the knowledge of the Canadian Borrower and its Subsidiaries, each Canadian Plan that is a Canadian MEPP), is administered in compliance with Applicable Laws except for such noncompliance as could not reasonably be expected to have a Material Adverse Effect. Each Canadian Plan, other than a Canadian MEPP (and, to the knowledge of the Canadian Borrower and its Subsidiaries, each Canadian Plan that is a Canadian MEPP) that is intended to qualify for tax-preferred status is, to the extent applicable, duly registered under applicable pension standards laws and the Income Tax Act (Canada), or is otherwise administered in such a manner as to qualify for such tax-preferred status, and in all cases, to the knowledge of the Canadian Borrower and its Subsidiaries and Unrestricted Subsidiary, nothing has occurred which would prevent, or cause the loss of, such qualification, except in each case for such failures as could not reasonably be expected to result in a Material Adverse Effect. The Canadian Borrower and its Subsidiaries and Unrestricted Subsidiary have made all required contributions to each Canadian Plan except for such failures as could

not reasonably be expected to have a Material Adverse Effect, and no application for, or adoption of, solvency funding relief pursuant to the Pension Benefits Act (Ontario) or applicable pension standards legislation of another Canadian jurisdiction has been made with respect to any Canadian Plan.

(e) (i) No Canadian Pension Event has occurred and Borrower is not aware of any fact, event or circumstance that could reasonably be expected to constitute or result in a Canadian Pension Event; (ii) no Canadian Plan that is a registered pension plan, other than a Canadian MEPP, has any Unfunded Pension Liability; (iii) neither the Canadian Borrower nor any of its Subsidiaries has incurred any liability under the Pension Benefits Act (Ontario) or applicable pension standards legislation of another Canadian jurisdiction or under the Income Tax Act (Canada) (other than contributions or premiums due and not delinquent to such a plan or the Pension Benefits Guarantee Fund (Ontario)); and (iv) neither the Canadian Borrower nor any of its Subsidiaries or Unrestricted Subsidiaries has incurred any liability (and no event has occurred which, with the giving of notice under the Pension Benefits Act (Ontario) or applicable pension standards legislation of another Canadian jurisdiction or under the Income Tax Act (Canada), would result in such liability) with respect to a Canadian MEPP, except, in each case to the extent such events or circumstances could not reasonably be expected to have a Material Adverse Effect.

(f) With respect to any Foreign Plan, (i) all employer and employee contributions required by law or by the terms of the Foreign Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices; (ii) the fair market value of the assets of each funded Foreign Plan, the liability of each insurer for any Foreign Plan funded through insurance, or the book reserve established for any Foreign Plan, together with any accrued contributions, is sufficient to procure or provide for the accrued benefit obligations with respect to all current and former participants in such Foreign Plan according to the actuarial assumptions and valuations most recently used to account for such obligations in accordance with applicable generally accepted accounting principles; and (iii) it has been registered as required and has been maintained in good standing with applicable regulatory authorities, except in each case for such failures as could not reasonably be expected to have a Material Adverse Effect.

9.1.19. [Reserved].

9.1.20. Labor Relations. Except as described on **Schedule 9.1.20** or, with respect to clause (b), as could not reasonably be expected to have a Material Adverse Effect (a) as of the Closing Date no Borrower or Subsidiary is party to or bound by any collective bargaining agreement and (b) there are no grievances, disputes or controversies with any union or other such organization of any Borrower's or Subsidiary's employees, or, to any Borrower's knowledge, any asserted or threatened (in writing) strikes, work stoppages or demands for collective bargaining.

9.1.21. [Reserved].

9.1.22. Not a Regulated Entity. No Obligor or Subsidiary thereof is an "investment company" or a "person controlled by or acting on behalf of an investment company" within the meaning of the Investment Company Act of 1940.

9.1.23. Margin Stock. No Borrower or Subsidiary or Unrestricted Subsidiary is engaged, principally or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No Loan proceeds or Letters of Credit will be used by Borrowers to purchase or carry, or to reduce or refinance any Debt incurred to purchase or carry, any Margin Stock or for any related purpose governed by Regulations T, U or X of the Board of Governors, except in compliance with applicable requirements of such regulations. As of the Closing Date, no Borrower, Subsidiary or Unrestricted Subsidiaries own any Margin Stock which would require the Administrative Agent or the Lenders to comply with any of the requirements under Regulations T, U or X of the Board of Governors with respect thereto.

9.1.24. PACA and PSA. Except as could not reasonably be expected to have a Material Adverse Effect, no PACA Claims or PSA Claims are pending or, to the Borrowers' knowledge, threatened in writing, against any of the Borrowers or their Subsidiaries.

9.1.25. [Reserved.]

9.1.26. Perfection Certificate. UNFI, for itself and on behalf of each other Obligor, represents and warrants to the Lenders and the Administrative Agent that, in each case as of the date of delivery of the most recent Perfection Certificate to the Administrative Agent: (a) such Obligor's exact legal name is that indicated on such Perfection Certificate delivered by such Obligor and on the signature page to such Perfection Certificate, (b) such Obligor is an organization of the type, and is organized in the jurisdiction, set forth in such Perfection Certificate, (c) such Perfection Certificate accurately sets forth such Obligor's organizational identification number or accurately states that such Obligor has none, (d) such Perfection Certificate accurately sets forth such Obligor's place of business or, if more than one, its chief executive office and (e) all other information set forth on such Perfection Certificate pertaining to such Obligor is accurate and complete in all material respects.

9.1.27. OFAC; Sanctions; Anti-Corruption Laws; Anti-Money Laundering Laws. No Obligor or any of its Subsidiaries or Unrestricted Subsidiaries is in violation of any Sanctions in any material respect. No Obligor nor any of its Subsidiaries or Unrestricted Subsidiaries nor, to the knowledge of such Obligor, any director, officer, employee, agent or Affiliate (in each case, in such capacity) of such Obligor or such Subsidiary or Unrestricted Subsidiary (a) is a Sanctioned Person or a Sanctioned Entity, (b) has any material assets located in Sanctioned Entities, or (c) derives material revenues from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. Each of the Obligors and its Subsidiaries and Unrestricted Subsidiaries has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance with Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Obligors and its Subsidiaries and Unrestricted Subsidiaries, and to the knowledge of each such Obligor, each director, officer, employee, agent and Affiliate (in each case, in such capacity) of each such Obligor and each such Subsidiary and Unrestricted Subsidiary, is in compliance in all material respects with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. No proceeds of any Loan made or Letter of Credit issued hereunder will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity in violation of Sanctions, or otherwise used in any manner that would result in a violation of any Sanction, Anti-Corruption Law or Anti-Money Laundering Law by any Person (including any Lender, Secured Bank Product Provider, or other individual or entity participating in any transaction).

9.1.28. Reserved.

9.1.29. HIPAA Compliance.

(a) To the extent that and for so long as any Obligor is a "covered entity" within the meaning of HIPAA, such Obligor (i) has undertaken or will promptly undertake all appropriate surveys, audits, inventories, reviews, analyses and/or assessments (including any necessary risk assessments) of all areas of its business and operations required by HIPAA; (ii) has developed or will promptly develop an appropriate plan and time line for becoming HIPAA Compliant (a "HIPAA Compliance Plan"); and (iii) has implemented or will implement those provisions of such HIPAA Compliance Plan necessary to ensure that such Obligor is or becomes HIPAA Compliant, in each case except for such failures as could not reasonably be expected to result in a Material Adverse Effect.

(b) For purposes hereof, "HIPAA Compliant" shall mean that an Obligor (i) is or will be in compliance in all material respects with each of the applicable requirements of the so-called "Administrative Simplification" provisions of HIPAA on and as of each date that any part thereof, or any final rule or regulation thereunder, becomes effective in accordance with its or their terms, as the case may be (each such date, a "HIPAA Compliance Date") and (ii) is not and would not reasonably be expected to become, as of any date following any such HIPAA Compliance Date, the subject of any civil or criminal penalty, process, claim, action or proceeding, or any administrative or other regulatory review, survey, process or proceeding (other than routine or mandated surveys or reviews conducted by any Governmental Authority, government health plan or other accreditation entity) that has had or would reasonably be expected to have a Material Adverse Effect.

(c) Each Obligor has entered into a business associate agreement with any third party acting on behalf of the Obligor as a business associate as defined in 45 C.F.R. §160.103, where the failure to enter into such a business associate agreement has had or would reasonably be expected to have a Material Adverse Effect.

9.1.30. Compliance with Health Care Laws. Without limiting the representations and warranties set forth in **Section 9.1.29.**:

(a) Each Obligor is in compliance with all applicable Health Care Laws, including all Medicare and Medicaid program rules and regulations applicable to them, in each case except as could not reasonably be expected to result in a Material Adverse Effect. Without limiting the generality of the foregoing, no Obligor has received notice by a Governmental Authority of any violation of any provisions of the Medicare and Medicaid Anti-Fraud and Abuse or Anti-Kickback Amendments of the Social Security Act (presently codified in Section 1128(B)(b) of the Social Security Act) or the Medicare and Medicaid Patient and Program Protection Act of 1987, except for such notices as could not reasonably be expected to result in a Material Adverse Effect.

(b) Each Obligor has maintained in all respects all records required to be maintained by the Food and Drug Administration, Drug Enforcement Agency and State Boards of Pharmacy, the Federal and State Medicare and Medicaid programs and as otherwise required by applicable Health Care Law and each Obligor has all necessary permits, licenses, franchises, certificates and other approvals or authorizations of Governmental Authority as are required under applicable Health Care Laws, in each case except as could not reasonably be expected to result in a Material Adverse Effect.

(c) Each Obligor who is a Certified Medicare Provider or Certified Medicaid Provider has in a timely manner filed all requisite cost reports, claims and other reports required to be filed in connection with all Medicare and Medicaid programs due on or before the Closing Date, all of which are complete and correct in all respects, except for such failures to file or omissions or inaccuracies as could not reasonably be expected to result in a Material Adverse Effect. There are no known claims, actions or appeals pending before any Third Party Payor or Governmental Authority, including any Fiscal Intermediary, the Provider Reimbursement Review Board or the Administrator of the Centers for Medicare and Medicaid Services, with respect to any Medicare or Medicaid cost reports or claims filed by any Obligor on or before the date hereof. There currently exist no restrictions, deficiencies, required plans of correction actions or other such remedial measures with respect to federal and state Medicare and Medicaid certifications or licensure of any Obligor except as could not reasonably be expected to result in a Material Adverse Effect.

9.1.31. Affected Financial Institutions. No Obligor or Subsidiary or Unrestricted Subsidiary is an Affected Financial Institution.

9.2 Complete Disclosure. All written information concerning UNFI and its Subsidiaries and Unrestricted Subsidiaries and their respective businesses (other than projections, financial estimates, forecasts and budgets (collectively, "Projections"), other forward-looking information and information of a general economic or industry nature) that has been furnished by or on behalf of UNFI or any of its Subsidiaries and Unrestricted Subsidiaries to the Administrative Agent, any Lead Arranger or any Lender in connection with the transactions contemplated by this Agreement (as modified or supplemented by other information so furnished or made available), taken as a whole, contains no untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (b) all Projections that have been furnished by or on behalf of UNFI or any of its Subsidiaries or Unrestricted Subsidiaries to the Administrative Agent, any Lead Arranger or any Lender in connection with the transactions contemplated by this Agreement have been prepared in good faith based upon assumptions believed to be reasonable by such furnishing party at the time of delivery thereof; it being understood that such Projections (i) are subject to significant uncertainties and contingencies, many of which are beyond the control of the furnishing party, that no assurance can be given that any particular projections will be realized, that actual results may differ and that such differences may be material and (ii) are not a guarantee of performance.

SECTION 10. COVENANTS AND CONTINUING AGREEMENTS

10.1 Affirmative Covenants. Commencing on the Closing Date and so long as any U.S. Revolver Commitments, Canadian Commitments or Obligations (other than contingent indemnification

and expense reimbursement obligations as to which no claim has been made or Secured Bank Product Obligations) are outstanding, UNFI shall, and shall (except in the case of the covenants set forth in **Section 10.1.1, Section 10.1.2** and **Section 10.1.3**) cause each Subsidiary to:

10.1.1. Inspections; Appraisals.

(a) Permit the Administrative Agent from time to time, subject (except when a Default or Event of Default exists) to reasonable notice and normal business hours, to visit and inspect the Properties of any Borrower or Subsidiary, inspect, audit and make extracts from any Borrower's or Subsidiary's books and records, and discuss with its officers, employees, agents, advisors and independent accountants such Borrower's or Subsidiary's business, financial condition, assets and results of operations. The Administrative Agent shall have no duty to any Obligor to make any inspection, nor to share any results of any inspection, appraisal or report with any Obligor. Borrowers acknowledge that all inspections, appraisals and reports are prepared by the Administrative Agent for its own purposes, and Borrowers shall not be entitled to rely upon them. Each Obligor that keeps records relating to Collateral in the Province of Québec shall at all times keep a duplicate copy thereof at a location outside the Province of Québec. Notwithstanding anything to the contrary in this **Section 10.1.1(a)** or elsewhere, none of the Borrowers or any Subsidiary will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) that constitutes non-financial trade secrets or non-financial proprietary information, (ii) in respect of which disclosure to the Administrative Agent or any Lender (or their respective representatives or contractors) is prohibited by Law or any binding agreement or (iii) that is subject to attorney client or similar privilege or constitutes attorney work product.

(b) Reimburse the Administrative Agent for all reasonable out of pocket charges, costs and expenses incurred in connection with (i) examinations of any Obligor's books and records or any other financial or Collateral matters as it, in its Permitted Discretion, deems appropriate (including examinations with respect to Accounts, Credit Card Receivables and Pharmacy Receivables), for one examination per Loan Year (or up to two examinations during any twelve month period that begins on the first date that Adjusted Availability is less than 15% of the Combined Borrowing Base); and (ii) appraisals of Inventory and Prescription Files that it, in its Permitted Discretion, deems appropriate, for one appraisal per Loan Year (or up to two appraisals during any twelve month period that begins on the first date that Adjusted Availability is less than 15% of the Combined Borrowing Base); provided, however, that (x) if an examination or appraisal is initiated during a Default or Event of Default, all charges, costs and expenses therefor shall be reimbursed by Borrowers without regard to such limits; (y) to the extent any examinations or appraisals are conducted in connection with a Permitted Acquisition pursuant to clause (iii) of the definition thereof, such examinations and appraisals shall not be included as examinations and appraisals subject to the reimbursement limitations set forth in clauses (i) and (ii) above and (z) the Administrative Agent may elect, in its Permitted Discretion, to conduct such appraisals once every other Loan Year (rather than every Loan Year) if the Total Outstandings during the 365-day period commencing with the date of the last such appraisal does not exceed $350,000,000 on any day during such period. Borrowers agree to pay

(without duplication) the Administrative Agent's then standard charges for examination activities, including the standard charges of its internal examination and appraisal groups, as well as the charges of any third party used for such purposes it being understood that this sentence shall not be construed to limit Administrative Agent's right to use third parties for such purposes.

10.1.2. Financial and Other Information. Keep customary records and books of account with respect to its business activities; and furnish to Administrative Agent (for distribution to each Lender):

(a) within 120 days after the close of each Fiscal Year, the Form 10-K of UNFI as of the end of such Fiscal Year, as filed with the SEC, which shall contain the audited financial statements of UNFI and its Subsidiaries as of the end of such Fiscal Year, on a consolidated basis, having been prepared in accordance with GAAP and having been certified (without any "going concern" or like qualification, exception, emphasis of matter paragraph or explanatory paragraph (other than such a qualification, exception, emphasis of matter paragraph or explanatory paragraph with respect to, or resulting from, the regularly scheduled maturity of any Debt occurring within one year from the time such opinion is delivered) by a firm of independent certified public accountants of recognized standing selected by Borrowers and reasonably acceptable to Administrative Agent (it being understood that any of the top eight U.S. accounting firms are acceptable to Administrative Agent), and shall set forth in comparative form corresponding figures for the preceding Fiscal Year;

(b) within forty-five (45) days after the end of each Fiscal Quarter, the Form 10-Q of UNFI as of the end of such Fiscal Quarter and the Fiscal Year to date, as filed with the SEC, which shall contain unaudited, interim financial statements of UNFI and its Subsidiaries as of the end of such Fiscal Quarter and for the portion of the Fiscal Year then elapsed, on a consolidated basis, and shall set forth in comparative form figures for the corresponding periods of the preceding Fiscal Year, certified by a senior financial or accounting officer of UNFI as having been prepared in accordance with GAAP and fairly presenting the financial position and results of operations for such Fiscal Quarter and the portion of the Fiscal Year then elapsed, subject to year-end and audit adjustments and the absence of footnotes;

(c) (i) substantially concurrently with delivery of financial statements under clauses (a) and (b) above, a Compliance Certificate executed by a senior financial or accounting officer of UNFI, and (ii) if any Subsidiary has been designated as an Unrestricted Subsidiary, substantially concurrently with each delivery of financial statements under clause (a) or (b) above, financial statements (in substantially the same form as the financial statements delivered pursuant to clauses (a) and (b) above) prepared on the basis of consolidating the accounts of UNFI and its Subsidiaries and treating any Unrestricted Subsidiaries as if they were not consolidated with UNFI or accounted for on the basis of the equity method but rather accounted for as an investment and otherwise eliminating all accounts of Unrestricted Subsidiaries, together with an explanation of reconciliation adjustments in reasonable detail; provided that the financial statements pursuant to this clause (c) (ii) shall not be required to be delivered so long as the combined aggregate amount of total assets as of the last

day of any Fiscal Quarter for which financial statements have been delivered pursuant to clause (a) or (b) above and the combined aggregate amount of gross revenues (net of payroll, taxes, benefits and other deductions permitted under GAAP) for the Fiscal Quarter most recently ended in each case of all Unrestricted Subsidiaries does not exceed 5.00% of the total assets of UNFI and its Subsidiaries (including Unrestricted Subsidiaries) and 5.00% of the combined aggregate amount of such gross revenues of UNFI and its Subsidiaries (including Unrestricted Subsidiaries), in each case excluding intercompany assets and revenues for the Fiscal Quarter most recently ended;

(d) substantially concurrently with delivery of financial statements under clause (a) above, copies of all final management letters and other final material reports submitted to UNFI by its accountants in connection with such financial statements;

(e) within thirty (30) days after the end of each Fiscal Quarter, an Availability Certificate executed by a senior financial or accounting officer of UNFI;

(f) not later than the sixtieth (60th) day of each Fiscal Year, projections of UNFI's consolidated balance sheet, results of operations, cash flow and Aggregate Availability, U.S. Revolver Availability and Canadian Availability for such Fiscal Year, Fiscal Quarter by Fiscal Quarter;

(g) promptly after the sending or filing thereof, copies of any proxy statements, financial statements or reports that UNFI has made generally available to its shareholders; copies of any regular, periodic and special reports or registration statements or prospectuses that UNFI files with the SEC or any other Governmental Authority, or any securities exchange; and copies of any press releases or other statements made available by UNFI to the public concerning material changes to or developments in the business of UNFI;

(h) promptly following any reasonable request therefor, information and documentation reasonably requested by the Administrative Agent or (through the Administrative Agent) any Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation;

(i) within thirty (30) days (or such longer period as is acceptable to the Administrative Agent) after the end of each Fiscal Quarter, a report of the outstanding balance of all Investments under or made pursuant to Customer Support Transactions; and

(j) such other reports and information (financial or otherwise) as Administrative Agent reasonably may request from time to time in connection with any Collateral or any Borrower's or Subsidiary's financial condition or business; provided, that such information is otherwise prepared by or available to the Borrowers or such Subsidiary in the ordinary course of

business, is of a type customarily provided to lenders in similar credit facilities and is not of a nature described in the last sentence of **Section 10.1.1(a)**.

Documents required to be delivered pursuant to **Section 10.1.2(a)**, **(b)** or **(g)** (to the extent any such documents are included in materials otherwise filed with the SEC) or (i) shall be deemed to have been delivered on the date (i) on which UNFI posts such documents, or provides a link thereto on its website on the Internet at the website address listed on its signature page hereto; or (ii) on which such documents are posted on UNFI's behalf on an Internet or intranet website, if any, to which each Lender and the Administrative Agent has access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided, that UNFI shall deliver paper copies of such documents to the Administrative Agent upon its request to UNFI to deliver such paper copies until a written request to cease delivering paper copies is given by the Administrative Agent. The Administrative Agent shall have no obligation to request the delivery of or to maintain paper copies of the documents referred to above.

10.1.3. Notices. Notify the Administrative Agent in writing, promptly after a Borrower's obtaining knowledge thereof, of any of the following in respect of an Obligor: (a) the written threat or commencement of any proceeding or investigation, whether or not covered by insurance, that reasonably could be expected to be determined adversely to UNFI or any Subsidiary and, if so determined, to have a Material Adverse Effect; (b) any pending or threatened labor dispute, strike or walkout, or the expiration of any material labor contract, that could reasonably be expected to result in a Material Adverse Effect; (c) any default (if such default could reasonably be expected to result in a termination of such Material Contract prior to the time that it otherwise would terminate in the absence of such default) by UNFI or a Subsidiary under, or termination (other than in accordance with its terms) of, a Material Contract; (d) the existence of any Default or Event of Default; (e) any adverse final judgment in an amount exceeding U.S. $75,000,000; (f) the assertion of any Intellectual Property Claim that reasonably could be expected to be determined adversely to UNFI or any Subsidiary and, if so determined, have a Material Adverse Effect; (g) any violation or asserted violation of any Applicable Law (including ERISA, the Supplemental Pension Plans Act (Québec), the Pension Benefits Act (Ontario), OSHA, FLSA, or any Environmental Laws), that could reasonably be expected to have a Material Adverse Effect; (h) any Environmental Release by an Obligor or on any Property owned, leased or occupied by an Obligor, or receipt of any Environmental Notice, if such occurrence could reasonably be expected to have a Material Adverse Effect; (i) the occurrence of any ERISA Event or similar event with respect to any Canadian Plan or Foreign Plan, that could reasonably be expected to result in a Material Adverse Effect; (j) the discharge of or any withdrawal or resignation by Borrowers' independent accountants; (k) the receipt or delivery of any material written notices that any Borrower or any Subsidiary gives or receives under or in connection with (i) PACA or any PACA Claim being asserted, (ii) PSA or any PSA Claim being asserted, (iii) any claim of any Lien under the California Producer's Lien Law or (iv) any claim under Section 81.1 or Section 81.2 of the Bankruptcy and Insolvency Act (Canada) being asserted, in each case where such claim could reasonably be expected to result in a Material Adverse Effect; (l) any change that causes any Borrower that had not previously so qualified to qualify as a "legal entity customer" for purposes of the Beneficial Ownership Regulation; or (m) any change in the information provided in a Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified in parts (c) or (d) of such certification.

10.1.4. [Reserved]

10.1.5. Compliance with Laws. Each Obligor will, and will cause each of its Subsidiaries and Unrestricted Subsidiaries to: (a) comply, in all material respects, with all Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the Obligors and its Subsidiaries shall implement and maintain in effect policies and procedures reasonably designed to ensure compliance by

the Obligors and their Subsidiaries and Unrestricted Subsidiaries and their respective directors, officers, employees, agents and Affiliates (in their respective capacities as such) with Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws, and (b) unless failure to comply or maintain could not reasonably be expected to have a Material Adverse Effect, comply with all other Applicable Laws, including ERISA, the Supplemental Pension Plans Act (Québec), the Pension Benefits Act (Ontario), Environmental Laws, FLSA, PACA, PSA and laws regarding collection and payment of Taxes, and maintain all Governmental Approvals necessary to the ownership of its Properties or conduct of its business. Without limiting the generality of the foregoing, each Obligor shall (a) make, and shall cause each ERISA Affiliate to make, timely payment of all contributions required to be made to satisfy the minimum funding standards set forth in ERISA with respect to any Pension Plan and (b) its applicable Affiliates to make prompt payment of all contributions required to be made to satisfy the minimum funding standards set forth in the Pension Benefits Act (Ontario) or under applicable pension standards legislation of another Canadian jurisdiction with respect to any Canadian Plan, in each case except for such nonpayments as could not reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing, if any Environmental Release occurs at or on any Properties of any Borrower or Subsidiary or Unrestricted Subsidiary, it shall act promptly and diligently to investigate and report to Administrative Agent and all appropriate Governmental Authorities the extent of, and to take appropriate action to remediate, such Environmental Release, whether or not directed to do so by any Governmental Authority unless a failure to do so could not reasonably be expected to have a Material Adverse Effect.

10.1.6. Taxes. Pay and discharge all federal, provincial and state income Taxes and other Taxes due from the Obligors, their Subsidiaries and their Unrestricted Subsidiaries prior to the date on which they become delinquent or penalties attach, unless such Taxes are being Properly Contested or the failure to make such payment could not be reasonably expected to have a Material Adverse Effect.

10.1.7. Insurance. In addition to the insurance otherwise expressly required hereunder with respect to Collateral, maintain insurance with financially sound and reputable insurers, with respect to the Properties and business of Borrowers and Subsidiaries of such type (including product liability, workers' compensation and business interruption insurance), in such amounts, and with such coverage, (giving effect to self-insurance) and deductibles as are customary for companies similarly situated.

10.1.8. Licenses. Keep each License of each Obligor in respect of any Collateral (including the manufacture, distribution or disposition of Inventory), or any other material Property of Borrowers and Subsidiaries in full force and effect and pay all Royalties when due, in each case except to the extent the failure to do so could not reasonably result in a Material Adverse Effect.

10.1.9. Covenant to Guarantee Obligations and Give Security. At the Borrowers' expense, take all action necessary or reasonably requested by the Administrative Agent to ensure that the Guarantee and Collateral Requirement continues to be satisfied, including:

(a) [reserved];

(b) upon (x) formation or acquisition of any new direct or indirect wholly-owned Subsidiary of UNFI (other than any Excluded Obligor) or (y) any Excluded Obligor ceasing to be an Excluded Obligor (including as a result of an Unrestricted Subsidiary ceasing to be an Unrestricted Subsidiary), as applicable, promptly (i) notifying the Administrative Agent of such event and (ii) within forty five (45) days after such event (or such longer period as the Administrative Agent may agree in its reasonable discretion) (a) causing such Subsidiary to duly execute and deliver to the Administrative Agent all applicable

Security Documents or joinder agreements thereto (in each case, in a form reasonably acceptable to the Administrative Agent and UNFI in their reasonable discretion without the further consent of any other party hereto so long as the form thereof is not inconsistent with the requirements in the Guarantee and Collateral Requirement), which, when taken together with the Security Documents delivered on the Closing Date pursuant to **Section 6.2.1** and thereafter pursuant to **Section 10.1.9(a)**, satisfy clause (c) of the Guarantee and Collateral Requirement, (b) causing such Subsidiary, or the parent company thereof, as applicable, to deliver all Pledged Collateral required to be pledged and delivered pursuant to the Guarantee and Collateral Requirement to the Administrative Agent or, in accordance with the terms of the Intercreditor Agreement, the Term Loan Facility Agent and (c) causing such Subsidiary, or the parent company thereof, as applicable, to provide evidence to the Administrative Agent that all other actions, recordings and filings that the Administrative Agent may deem necessary to satisfy the Guarantee and Collateral Requirement shall have been taken, completed or otherwise provided for in a manner reasonably satisfactory to the Administrative Agent and, to the extent reasonably requested by the Administrative Agent, to deliver customary secretary's certificates (with customary attachments) with respect to such Subsidiary and customary legal opinions;

(c) solely to the extent such Person will be a U.S. Borrower, (x) such Person shall be a wholly-owned Domestic Subsidiary and (y) other than with respect to any U.S. Borrower as of the Closing Date, the Administrative Agent and Lenders shall have received at least five (5) Business Days prior to the date on which such Person is proposed to become a U.S. Borrower, and shall be reasonably satisfied with, all documentation and other information about each such Person that is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the Patriot Act and the Beneficial Ownership Certification; and

(d) solely to the extent such Person will be a Borrower, entering into a joinder to this Agreement in form and substance reasonably satisfactory to the Administrative Agent.

10.1.10. Records and Accounts. Maintain written records pertaining to (i) perishable agricultural commodities and by-products and/or farm products (collectively, "Trust Assets") in their possession to which a constructive trust under PACA or PSA or a Lien under the California Producer's Lien Law is applicable, until such time as the Trust Assets are no longer (A) subject to the PACA/PSA trust or the California Producer's Lien or (B) otherwise required to be maintained under Applicable Law, (ii) goods supplied to the Canadian Borrower for which the supplier could assert a claim under Section 81.1. of the Bankruptcy and Insolvency Act (Canada) and (iii) products supplied to the Canadian Borrower for which a farmer, fisherman or aquaculturist, as applicable, could assert a claim under Section 81.2 of the Bankruptcy and Insolvency Act (Canada).

10.1.11. Post-Closing Deliverables. UNFI hereby agrees to deliver, or cause to be delivered, to the Administrative Agent the items described on **Schedule 10.1.11** on or before the dates specified with respect to such items, or such later dates as may be agreed to by, or as may be waived by, the Administrative Agent in its reasonable discretion. All conditions precedent, covenants and representations and warranties contained in this Agreement and the other Loan Documents shall be

deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described on Schedule 10.1.11 within the time periods required by this Section 10.1.11 rather than as elsewhere provided in the Loan Documents).

10.1.12. Designation of Subsidiaries.

(a) Subject to **Section 10.1.12(b)** below, UNFI may at any time after the Closing Date designate any Subsidiary as an Unrestricted Subsidiary or any Unrestricted Subsidiary as a Subsidiary, in each case in a written notice provided to the Administrative Agent. The designation of any Subsidiary as an Unrestricted Subsidiary shall constitute an Investment by its direct parent(s) therein at the date of designation in an amount equal to the fair market value of such Person's investment therein. The designation of any Unrestricted Subsidiary as a Subsidiary shall constitute the incurrence at the time of designation of any Debt or Liens of such Subsidiary existing at such time.

(b) UNFI may not (x) designate any Subsidiary as an Unrestricted Subsidiary, or (y) designate an Unrestricted Subsidiary as a Subsidiary, in each case unless:

(i) no Event of Default pursuant to **Section 11.1(a)**, **(i)** or **(j)** (in the case of **Section 11.1(i)** or **(j)**, with respect to any Obligor) shall have occurred or be continuing; and

(ii) in the case of clause (x) only, (A) the Subsidiary to be so designated (i) does not (directly, or indirectly through its Subsidiaries) own any Equity Interests or Debt of, or own or hold any Lien on any property of, any Borrower or any Subsidiary (unless such Subsidiary is also designated an Unrestricted Subsidiary) and does not own any Intellectual Property (other than any Intellectual Property that, in the reasonable business judgment of UNFI, is immaterial to, or no longer used in or necessary for, the conduct of the business of UNFI or any Restricted Subsidiary) and (ii) is not, or substantially concurrently with the designation hereunder will not be, a "restricted" Subsidiary or obligor under the Term Loan Facility, (B) neither the Borrowers nor any Subsidiary shall at any time be directly or indirectly liable for any Debt that provides that the holder thereof may (with the passage of time or notice or both) declare a default thereon or cause the payment thereof to be accelerated or payable prior to its stated maturity upon the occurrence of a default with respect to any Debt, Lien or other obligation of any Unrestricted Subsidiary (including any right to take enforcement action against such Unrestricted Subsidiary), (C) immediately after giving effect to such designation, the Total Outstandings would not exceed the Aggregate Borrowing Base, (D) if more than 5.00% of the assets included in the most recent calculation of the Combined Borrowing Base are held by the Subsidiaries so designated, UNFI shall have delivered to the Administrative Agent an updated Borrowing Base Certificate giving pro forma effect to such designation on or prior to the date of such designation, (E) immediately before and after giving effect to such designation, UNFI could have satisfied the Distributions Payment Conditions and (F) UNFI shall have delivered to the Administrative

Agent a statement, certified by a principal financial or accounting officer of UNFI, that the conditions in this **Section 10.1.12(b)** have been complied with and setting forth, in reasonable detail, computations evidencing satisfaction of the requirement set forth in clause (E) above.

10.1.13. FILO Pushdown Reserve. Notwithstanding anything to the contrary in this Agreement or any other Loan Document, as long as any portion of the FILO Loans are outstanding, the Obligors shall cause the FILO Pushdown Reserve to be maintained as and to the extent the aggregate outstanding principal balance of the FILO Loans exceeds the FILO Borrowing Base. For the purposes of determining any FILO Pushdown Reserve, each of the FILO Lenders and the Obligors agrees that the Administrative Agent shall be entitled to rely solely on the most recent Borrowing Base Certificate delivered by the Borrower to the Administrative Agent, unless the Administrative Agent actually becomes aware or is otherwise notified in writing by the FILO Lenders (or any of them) that such calculation is inaccurate and, in the case of any notice from a FILO Lender, providing the Administrative Agent with the correct calculation, prepared in good faith, of the FILO Pushdown Reserve (any such notice, a "FILO Pushdown Reserve Correction Notice"), and, in such event, the Administrative Agent shall be entitled to rely solely on the calculation of the FILO Pushdown Reserve made by the FILO Lenders (or any of them) as reflected in the FILO Pushdown Reserve Correction Notice. Upon receipt by the Administrative Agent of a Borrowing Base Certificate or a FILO Pushdown Reserve Correction Notice, as applicable, the Administrative Agent shall have a three (3) Business Day period of time to implement any requisite FILO Pushdown Reserve or to make any adjustments to the FILO Pushdown Reserve then in effect as set forth in such Borrowing Base Certificate or such FILO Pushdown Reserve Correction Notice, as the case may be, and shall thereafter maintain such FILO Pushdown Reserve in effect until further adjustment, if any, pursuant to receipt of a subsequent Borrowing Base Certificate or FILO Pushdown Reserve Correction Notice. Each of the FILO Lenders agrees that neither the Administrative Agent nor any Revolver Lender shall have any liability for relying on the calculation of any FILO Pushdown Reserve as set forth in a Borrowing Base Certificate delivered by the Borrower or in any FILO Pushdown Reserve Correction Notice delivered by the FILO Lenders, as the case may be. Each of the FILO Lenders and the Obligors agree that in the event of any discrepancy or dispute as to the amount of any FILO Pushdown Reserve, the Administrative Agent and the Lenders shall rely (and shall be entitled to rely) solely on the calculation of the FILO Pushdown Reserve as determined by the Administrative Agent and shall have no liability to any Person for doing so.

10.2 Negative Covenants. Commencing on the Closing Date and so long as any U.S. Revolver Commitments, Canadian Commitments or Obligations (other than contingent indemnification and expense reimbursement obligations as to which no claim has been made or Secured Bank Product Obligations) are outstanding, Borrowers shall not, and shall cause each Subsidiary not to:

10.2.1. Permitted Debt. Create, incur, guarantee or assume any Debt, except:

(a) the Obligations (including the FILO Obligations);

(b) (i) Permitted Purchase Money Debt and (ii) Attributable Debt arising out of Permitted Sale Leasebacks in an aggregate principal amount not to exceed the greater of (x) $125,000,000 and (y) 15.00% of Consolidated EBITDA of UNFI and its Restricted Subsidiaries for the most recently ended Test Period calculated on a pro forma basis;

(c) Debt outstanding on the Closing Date described on **Schedule 10.2.1**;

(d) Debt with respect to Bank Products incurred in the Ordinary Course of Business;

(e) Debt consisting of obligations of UNFI or any of its Restricted Subsidiaries under deferred compensation or other similar arrangements incurred by such Person in connection with Permitted Acquisitions or any other Investment expressly permitted hereunder;

(f) Refinancing Debt as long as each Refinancing Condition is satisfied; provided, that in the case of Refinancing Debt with respect to Debt permitted or originally incurred under clause (b), (e), (h), (i), (j), (l), (m), (n), (p), (t), (u), (x) or (y) of this **Section 10.2.1**, the incurrence of such Refinancing Debt shall be deemed to be incurred in reliance on the relevant clause noted above and not under this clause (f);

(g) Debt that is an Investment not prohibited by **Section 10.2.5**;

(h) Debt in respect of Hedging Agreements;

(i) financed insurance premiums and take or pay obligations contained in supply agreements;

(j) deferred compensation to current or former employees, officers or directors of a Borrower or Subsidiary incurred in the Ordinary Course of Business;

(k) Debt under any Seller Note; provided, the terms of such Seller Note shall be reasonably satisfactory to the Administrative Agent;

(l) Debt under the Term Loan Agreement in an aggregate principal amount not to exceed (x) $~~1,950,000,000~~500,000,000, plus (y) the Maximum Incremental Facilities Amount; provided, that if such Debt is secured by the Collateral, (A) any Liens on ABL Priority Collateral shall be junior to the Liens on the ABL Priority Collateral securing the Obligations and (B) the representatives (or beneficiary or agent) in respect of such Debt shall have entered into the Intercreditor Agreement;

(m) Incremental Equivalent Debt;

(n) Debt in an aggregate principal amount not at any one time exceeding the greater of (x) U.S. $75,000,000 and (y) 9.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis; provided, that if such Debt is secured by the Collateral, (A) any Liens on ABL Priority Collateral shall be junior to the Liens on the ABL Priority Collateral securing the Obligations and (B) the representatives (or beneficiary or agent) in respect of such Debt shall have entered into the Intercreditor Agreement;

(o) [reserved];

(p) Debt to current or former officers, directors, partners, managers, consultants and employees, their respective estates, spouses or former spouses to finance the purchase or redemption of Equity Interests of UNFI (or any direct or indirect parent thereof) permitted by **Section 10.2.4** in an aggregate principal amount not to exceed $15,000,000 at any one time outstanding;

(q) [reserved];

(r) Debt incurred by any Borrower or any of the Subsidiaries in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Debt with respect to reimbursement-type obligations regarding workers compensation claims;

(s) obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by UNFI or any Subsidiary or obligations in respect of letters of credit, bank guarantees or similar instruments related thereto, in each case in the ordinary course of business or consistent with past practice;

(t) Debt supported by a Letter of Credit in a principal amount not to exceed the face amount of such Letter of Credit;

(u) Debt incurred by a Subsidiary that is not an Obligor, and guarantees thereof by Subsidiaries that are not Obligors, in an aggregate principal amount not to exceed at any one time outstanding the greater of (x) $25,000,000 and (y) 3.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended most recently ended Test Period;

(v) unsecured Contribution Debt;

(w) [reserved];

(x) Debt assumed in connection with a Permitted Acquisition or other Investment not prohibited hereunder and not created in contemplation thereof; provided (i) in the case of any such Debt that is secured by a Lien on the property of any Subsidiary of UNFI, the Consolidated Secured Net Leverage Ratio does not exceed 3.75 to 1.00 and (ii) in the case of any such Debt that is unsecured, the Consolidated Total Net Leverage Ratio does not exceed 3.75 to 1.00 (in each case, calculated on a pro forma basis, and giving effect to any other transactions consummated in connection therewith but assuming that any commitments thereunder are fully drawn as of the date of assumption);

(y) Debt of any Obligor pursuant to Customer Support Transactions; provided, that, (i) the aggregate amount of outstanding CST Exposure immediately after giving effect to the incurrence of such Debt shall not exceed U.S.$325,000,000, and (ii) no Event of Default shall exist or have

occurred and be continuing immediately after giving effect to the incurrence of such Debt; and

(z) all premiums (if any), interest (including post-petition interest), fees, expenses, charges and additional or contingent interest on obligations described in clauses **(a)** through **(y)** above.

10.2.2. Permitted Liens. Create or suffer to exist any Lien upon any of its Property, except the following (collectively, "Permitted Liens"):

(a) Liens pursuant to any Loan Document;

(b) Purchase Money Liens securing Permitted Purchase Money Debt or any Refinancing Debt with respect thereto;

(c) Liens for Taxes that are not delinquent or that are being Properly Contested, or the nonpayment of which would not result in a breach of **Section 10.1.6**;

(d) statutory Liens (other than (i) Liens for Taxes or imposed under ERISA, and (ii) except for those liens in respect of contribution amounts not yet due or payable to the pension fund, Liens imposed under the Pension Benefits Act (Ontario) or under applicable pension standards legislation of another Canadian jurisdiction) arising in the Ordinary Course of Business, but only if payment of the obligations secured thereby is not delinquent for a period of more than thirty (30) days (or if more than thirty (30) days overdue, are unfiled (or if filed have been discharged or stayed) and no other action has been taken to enforce such Lien) or is being Properly Contested;

(e) Liens incurred or pledges or deposits made in the Ordinary Course of Business to secure the performance of tenders, bids, leases, contracts (except those relating to Borrowed Money), statutory obligations and other similar obligations surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations), or arising as a result of progress payments under government contracts, as long as any such Liens, if consensual, on ABL Priority Collateral are at all times junior to the Administrative Agent's Liens on ABL Priority Collateral;

(f) Liens arising in the Ordinary Course of Business that are subject to Lien Waivers;

(g) Liens arising by virtue of a judgment or judicial order against any Borrower or Subsidiary, or any Property of a Borrower or Subsidiary, as long as such Liens do not constitute an Event of Default under **Section 11.1(g)**;

(h) easements, rights-of-way, restrictions, covenants or other agreements of record, and other similar charges or encumbrances on Real

Estate, that do not secure any monetary obligation and do not materially interfere with the Ordinary Course of Business;

(i) the reservations, limitations, provisos and conditions expressed in any original grants from ~~Her~~His Majesty The ~~Queen~~King in Right of Canada 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 such Person;

(j) title defects or irregularities that are of a minor nature and that in the aggregate do not materially impair the use of the affected property for the purpose for which it is used by such Person;

(k) normal and customary rights of setoff upon deposits in favor of depository institutions, and Liens of a collecting bank on Payment Items in the course of collection;

(l) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the Ordinary Course of Business securing obligations that are not delinquent for more than thirty (30) days (or if more than thirty (30) days overdue, are unfiled (or if filed have been discharged or stayed) and no other action has been taken to enforce such Lien) or that are being Properly Contested;

(m) (i) pledges, deposits or Liens arising in the Ordinary Course of Business in connection with workers' compensation, payroll taxes, unemployment insurance and other social security legislation, other than any Lien imposed by ERISA and (ii) pledges and deposits arising in the Ordinary Course of Business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to any Borrower or any Subsidiary;

(n) Liens shown on **Schedule 10.2.2**;

(o) Liens granted pursuant to the Term Loan Facility Documents and in respect of any Refinancing Debt in respect thereof (including, for the avoidance of doubt, if such Refinancing Debt is further refinanced with Refinancing Debt) (provided, that any such Liens on ABL Priority Collateral shall be junior to the Administrative Agent's Liens on the ABL Priority Collateral securing the Obligations in accordance with the Intercreditor Agreement);

(p) Liens in respect of Incremental Equivalent Debt and in respect of any Refinancing Debt in respect thereof (provided, that such Liens on ABL Priority Collateral shall be junior to the Administrative Agent's Liens on the ABL Priority Collateral securing the Obligations in accordance with the Intercreditor Agreement);

(q) Liens or rights of setoff against credit balances of any Borrower or any of the Subsidiaries with Credit Card Issuers or Credit Card

Processors or amounts owing by such Credit Card Issuers or Credit Card Processors to any Borrower or any of the Subsidiaries in the ordinary course of business, but not Liens on or rights of setoff against any other property or assets of the Obligors, pursuant to the Credit Card Agreements to secure the obligations of the Obligors to such Credit Card Issuers or Credit Card Processors as a result of fees and chargebacks;

(r) Liens that are contractual rights of set-off or rights of pledge (i) relating to the establishment of depository relations with banks or other deposit-taking financial institutions and not given in connection with the issuance of Indebtedness, (ii) relating to pooled deposit or sweep accounts of UNFI or any Restricted Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of UNFI or any Restricted Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of UNFI or any Restricted Subsidiary in the Ordinary Course of Business;

(s) leases, licenses, subleases or sublicenses and Liens on the property covered thereby, in each case, granted to others in the ordinary course of business that do not (i) interfere in any material respect with the business of UNFI or any Subsidiary, taken as a whole, or (ii) secure any Debt;

(t) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(u) Liens (i) on cash advances in favor of the seller of any property to be acquired in an Investment, to be applied against the purchase price for such Investment and (ii) consisting of an agreement to dispose of any property in an Asset Disposition, in each case, solely to the extent such Investment or Asset Disposition, as the case may be, would have been permitted on the date of the creation of such Lien;

(v) Liens in favor of a Borrower or a Subsidiary securing Debt permitted under Section 10.2.1(h); provided, that any Lien in favor of a Subsidiary that is not an Obligor shall be a Lien ranking junior to the Lien on the Collateral securing the Obligations; and such Debt may not be secured by any assets that are not Collateral;

(w) Liens existing on property at the time of its acquisition or existing on the property of any Person at the time such Person becomes a Subsidiary, in each case after the date hereof; provided, that (i) such Lien was not created in contemplation of such acquisition or such Person becoming a Subsidiary, (ii) such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof and other than after-acquired property subjected to a Lien securing Debt and other obligations incurred prior to such time and which Debt and other obligations are permitted hereunder that require, pursuant to their terms at such time, a pledge of after-acquired property, it being understood that such requirement shall not be permitted to apply to any property to which such requirement would not have applied but for such acquisition), (iii) the Debt secured thereby is permitted

under **Section 10.2.2** and (iv) no such Lien may extend to or cover any ABL Priority Collateral unless such Lien is, in respect of such collateral, junior to the Lien securing the Obligations;

(x) Liens, if any, arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by any Borrower or any Subsidiary in the ordinary course of business;

(y) Liens, if any, arising from precautionary Uniform Commercial Code or PPSA financing statements;

(z) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(aa) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of documentary letters of credit issued for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods;

(bb) the modification, replacement, renewal or extension of any Lien permitted by this**Section 10.2.2**; provided, that (i) the Lien does not extend to any additional property other than (A) after-acquired property that is affixed or incorporated into the property covered by such Lien or financed by Debt permitted under **Section 10.2.1**, and (B) proceeds and products thereof; and (ii) the renewal, extension or refinancing of the obligations secured or benefited by such Liens is permitted by **Section 10.2.2**;

(cc) ground leases in respect of real property on which facilities owned or leased by any Borrower or any Subsidiary are located;

(dd) Liens on property of a Subsidiary that is not an Obligor securing Debt or other obligations of such Subsidiary that is not an Obligor in an aggregate principal amount at any time outstanding not to exceed the greater of (x) $25,000,000 and (y) 3.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis;

(ee) Liens on any cash earnest money deposits made by any Borrower or any Subsidiary in connection with any letter of intent or purchase agreement permitted hereunder;

(ff) Liens securing Debt permitted pursuant to **Section 10.2.1(d)**;

(gg) other Liens securing Debt or other obligations in an aggregate principal amount at any time outstanding not to exceed the greater of (x) $100,000,000 and (y) 15.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis; provided, that (i) any Liens on ABL Priority Collateral shall be junior to the Liens on the ABL Priority Collateral securing the Obligations and (ii) the

representatives (or beneficiary or agent) in respect of such Debt or obligations shall have entered into the Intercreditor Agreement;

(hh) with respect to any Foreign Subsidiary, other Liens and privileges arising mandatorily by Law; and

(ii) Liens on the Equity Interests of joint ventures securing financing arrangements for the benefit of the applicable joint ventures that are not otherwise prohibited under this Agreement.

10.2.3. [Reserved].

10.2.4. Distributions; Upstream Payments. Declare or make any Distributions, except:

(a) Upstream Payments;

(b) payments by any Borrower or Subsidiary in respect of withholding or similar Taxes payable by any future, present or former officer, director, manager or employee (or any spouse, former spouse, successor, executor, administrator, heir, legatee or distributee of any of the foregoing) and any repurchases of Equity Interests in consideration of such payments including deemed repurchases in connection with the exercise of stock options; provided, that the aggregate amount of all cash payments made pursuant to this clause (b) shall not exceed in any Fiscal Year the greater of (x) $25,000,000 and (y) 3.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis;

(c) (i) UNFI may purchase or redeem in whole or in part any of its Equity Interests for another class of Equity Interests or rights to acquire its Equity Interests or with proceeds from substantially concurrent equity contributions or issuances of new Equity Interests of UNFI, provided, that any terms and provisions material to the interests of the Lenders, when taken as a whole, contained in such other class of Equity Interests are at least as advantageous to the Lenders as those contained in the Equity Interests redeemed thereby and (ii) UNFI may declare and make dividend payments or other distributions payable solely in Qualified Equity Interests;

(d) to the extent constituting Distributions, the Borrowers and the Subsidiaries may enter into and consummate transactions expressly permitted by any provision of **Section 10.2.5**, **10.2.6** or **10.2.9**;

(e) repurchases of Equity Interests in the ordinary course of business deemed to occur upon exercise of stock options or warrants if such Equity Interests represent a portion of the exercise price of such options or warrants;

(f) the Borrowers or any Subsidiary may pay any Distribution within sixty (60) days after the date of declaration thereof, if at the date of declaration such payment would have complied with the provisions of this Agreement (it being understood that a distribution pursuant to this **Section**

10.2.4(f) shall be deemed to have utilized capacity under such other provision of this Agreement);

(g) any Borrower or any Subsidiary may (a) pay cash in lieu of fractional Equity Interests in connection with any dividend, split or combination thereof or any Permitted Acquisition and (b) honor any conversion request by a holder of convertible Debt and make cash payments in lieu of fractional shares in connection with any such conversion and may make payments on convertible Debt in accordance with its terms with respect to such fractional shares;

(h) any Borrower or any Subsidiary may make additional Distributions in an amount not to exceed the Available Equity Amount; and

(i) UNFI or any Subsidiary may, in good faith, pay for the repurchase, retirement or other acquisition or retirement for value of Equity Interests of it or any direct or indirect parent thereof held by any future, present or former employee, director, manager, officer or consultant (or any Affiliates, spouses, former spouses, other immediate family members, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of UNFI or any of its Subsidiaries pursuant to any employee, management, director or manager equity plan, employee, management, director or manager stock option plan or any other employee, management, director or manager benefit plan or any agreement (including any stock subscription or shareholder agreement) with any employee, director, manager, officer or consultant of UNFI or any Subsidiary; provided that such payments in any Fiscal Year do not to exceed the greater of (x) $25,000,000 and (y) 3.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis; provided, further, that any unused portion of the preceding basket for any calendar year may be carried forward to succeeding calendar years so long as the aggregate amount of all payments made pursuant to this **Section 10.2.4(i)** in any calendar year (after giving effect to such carry forward) shall not exceed the greater of (x) $50,000,000 and (y) 6.00% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended Test Period calculated on a pro forma basis.

Notwithstanding the foregoing, and so long as no Event of Default has occurred and is continuing immediately before or after giving effect to the proposed Distribution, UNFI may make Distributions to the extent (i)(A) daily average Adjusted Availability for the thirty (30) consecutive days immediately before making the proposed Distribution, calculated on a pro forma basis after giving effect to such Distribution as if such Distribution had been made at the beginning of such thirty (30)-day period, is at least 12.5% of the Combined Borrowing Base, and (B) Borrowers have a Fixed Charge Coverage Ratio of at least 1.00:1.00 for the most recent Test Period for which financial statements have been provided pursuant to **Section 10.1.2**, calculated on a pro forma basis giving effect to such Distribution as if such Distribution had been made at the beginning of such Test Period; provided, that to the extent daily average Adjusted Availability for the thirty (30) consecutive days immediately before making the proposed Distribution, calculated on a pro forma basis giving effect to such Distribution as if such Distribution had been made at the beginning of

such thirty (30)-day period, is at least 17.5% of the Combined Borrowing Base, this clause (B) shall not be applicable (the conditions in this clause (i), the "Distributions Payment Conditions") and (ii) UNFI shall have delivered to the Administrative Agent a statement, certified by a principal financial or accounting officer of UNFI, setting forth, in reasonable detail, computations evidencing satisfaction of the requirements set forth in clause (i) above;

provided that no Distributions in the form of any Relevant Intellectual Property made by any Obligor to any Person (other than an Obligor) shall be permitted under this **Section 10.2.4** unless such investment is subject to a non-exclusive royalty-free license of such Relevant Intellectual Property in favor of the Administrative Agent for use in connection with the exercise of rights and remedies of the Secured Parties under the Loan Documents in respect of the Collateral, which license shall be substantially similar to the license described in **Section 11.3** (or otherwise reasonably satisfactory to the Administrative Agent).

10.2.5. Investments. Make any Investment other than a Permitted Investment.

10.2.6. Disposition of Property. Make any Asset Disposition, except:

(a) dispositions of obsolete, worn out or surplus property, whether now owned or hereafter acquired, in the ordinary course of business and dispositions of property no longer used or useful in the conduct of the business of the Borrowers and the Subsidiaries;

(b) dispositions of inventory and immaterial assets in the ordinary course of business (including allowing any registrations or any applications for registration of any immaterial Intellectual Property to lapse or go abandoned in the ordinary course of business);

(c) dispositions of property (other than ABL Priority Collateral) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property that is promptly purchased or (ii) the proceeds of such disposition are promptly applied to the purchase price of such replacement property (which replacement property is actually promptly purchased);

(d) dispositions of property to a Borrower or a Subsidiary; provided, that if the transferor of such property is an Obligor (i) the transferee thereof must be an Obligor (other than a Canadian Obligor) or (ii) to the extent such transaction constitutes an Investment or is otherwise to a Canadian Obligor, such transaction is permitted under **Section 10.2.5**;

(e) dispositions permitted by **Section 10.2.4**, **Section 10.2.5** and **Section 10.2.9** and Liens permitted by **Section 10.2.2**;

(f) dispositions of Cash Equivalents in the Ordinary Course of Business or in connection with a transaction otherwise permitted under this Agreement;

(g) leases, subleases, licenses or sublicenses, in each case in the ordinary course of business and which do not materially interfere with the business of the Borrowers and the Subsidiaries, taken as a whole;

(h) transfers of property subject to Casualty Events;

(i) dispositions of Investments in joint ventures, minority investments or non-wholly-owned Subsidiaries;

(j) dispositions of accounts receivable in the ordinary course of business in connection with the collection or compromise thereof or pursuant to factoring arrangements, in each case, to the extent not constituting a receivables financing; provided that, if requested by the Administrative Agent in its Permitted Discretion, UNFI shall cause the purchaser of such accounts receivable to be subject to a customary intercreditor agreement reasonably satisfactory to the Administrative Agent, and to the extent not achieved, such dispositions shall not be permitted pursuant to this clause (j);

(k) the unwinding of any Hedging Agreement pursuant to its terms;

(l) Permitted Sale Leasebacks;

(m) dispositions not otherwise permitted pursuant to this **Section 10.2.6**; provided, that (i) such disposition shall be for fair market value, (ii) UNFI shall deliver an updated Borrowing Base Certificate, on a pro forma basis for such disposition prior to or substantially concurrently with the consummation thereof (or such longer period as the Administrative Agent may agree in its reasonable discretion) evidencing that no Overadvance will exist as a result of such disposition if such disposition is of more than 5.00% of the assets included in the most recent calculation of the Combined Borrowing Base, (iii) the Borrowers or any applicable Subsidiary shall receive not less than 75% of such consideration in the form of cash or Cash Equivalents (provided, however, that for the purposes of this clause (m)(iii), the following shall be deemed to be cash: (A) the assumption by the transferee of Debt or other liabilities contingent or otherwise of any Borrower or any of the Subsidiaries (other than subordinated debt) and the valid release of such Borrower or such Subsidiary, by all applicable creditors in writing, from all liability on such Debt or other liability in connection with such disposition, (B) securities, notes or other obligations received by any Borrower or any of the Subsidiaries from the transferee that are converted by any Borrower or any of the Subsidiaries into cash or Cash Equivalents within 180 days following the closing of such disposition, (C) Debt (other than subordinated debt) of any Subsidiary that is no longer an Obligor as a result of such disposition, to the extent that each Borrower and each Subsidiary are released from any guarantee of payment of such Debt in connection with such disposition and (D) the aggregate Designated Non-Cash Consideration received by the Borrowers and the Subsidiaries for all dispositions under this clause (m) having an aggregate fair market value (determined as of the closing of the applicable disposition for which such Designated Non-Cash Consideration is received) not to exceed the greater of (x) $100,000,000 and (y) 12.5% of Consolidated EBITDA of UNFI and its Subsidiaries for the most recently ended

Test Period at any time outstanding (net of any Designated Non-Cash Consideration converted into cash and Cash Equivalents received in respect of any such Designated Non-Cash Consideration and calculated on a pro forma basis)) and (iv) immediately after giving effect to such disposition, (x) the Total Outstandings would not exceed the Aggregate Borrowing Base~~;~~, (y) the Total Outstandings plus the aggregate outstanding principal balance of the FILO Loans would not exceed the sum of the Aggregate Borrowing Base, plus the lesser of (i) the FILO Borrowing Base and (ii) the principal amount of the FILO Loans, and (z) no Overadvance would exist or result therefrom;

(n) the Borrowers and the Subsidiaries may surrender or waive contractual rights and settle or waive contractual or litigation claims in the ordinary course of business;

(o) dispositions of non-core or obsolete assets acquired in connection with a Permitted Acquisition;

(p) any swap of assets in exchange for services or other assets in the ordinary course of business of comparable or greater fair market value of usefulness to the business of the Borrowers and the Subsidiaries as a whole, as determined in good faith by the Borrowers; provided that no such asset swaps may be made with ABL Priority Collateral;

(q) any sale of Equity Interests in, or Debt or other securities of, a Subsidiary that is not an Obligor;

(r) Specified Dispositions and dispositions consummated in connection with a Permitted Tax Restructuring; provided that (i) immediately after giving effect to such disposition, (x) the Total Outstandings would not exceed the Aggregate Borrowing Base and (y) the Total Outstandings plus the aggregate outstanding principal balance of the FILO Loans would not exceed the sum of the Aggregate Borrowing Base plus the lesser of (1) the FILO Borrowing Base and (2) the outstanding principal balance of the FILO Loan, and (ii) UNFI shall deliver an updated Borrowing Base Certificate within ten (10) Business Days following the disposition (or such longer period as the Administrative Agent may agree in its reasonable discretion) if such disposition is to a Person that is not an Obligor and is of more than 5.00% of the assets included in the most recent calculation of the Combined Borrowing Base;

(s) dispositions by any Obligor constituting a Customer Support Transaction; provided, that, (i) the aggregate amount of outstanding CST Exposure after immediately giving effect to such disposition shall not exceed U.S.$325,000,000, (ii) the aggregate amount of outstanding Specified CST Exposure immediately after giving effect to such disposition shall not exceed U.S.$250,000,000, (iii) no Event of Default shall exist or have occurred and be continuing immediately after giving effect to such disposition, and (iv) to the extent that such disposition includes a Sale Leaseback of Real Estate, the consideration paid to such Obligor in connection therewith shall be paid contemporaneously with consummation of the transaction (other than consideration received in connection with customary earn-out arrangements in an amount (calculated as of the date of such disposition as the present value of

expected future payments in respect thereof) not to exceed twenty-five percent (25%) of the aggregate consideration therefor), and shall be in an amount not less than the fair market value of the property disposed of;

(t) Permitted AR Factoring Transactions;

(u) dispositions of Accounts pursuant to a Permitted Receivable Financing; and

(v) dispositions in connection with any Tax Credit Investment permitted under **Section 10.2.5**.

provided that no dispositions of any Relevant Intellectual Property made by any Obligor to any Person (other than an Obligor) shall be permitted under this **Section 10.2.6** unless such disposition is subject to a non-exclusive royalty-free license of such Relevant Intellectual Property in favor of the Administrative Agent for use in connection with the exercise of rights and remedies of the Secured Parties under the Loan Documents in respect of the Collateral, which license shall be substantially similar to the license described in which license shall be substantially similar to the license described in **Section 11.3** (or otherwise reasonably satisfactory to the Administrative Agent.

To the extent any Collateral is disposed of as expressly permitted by this **Section 10.2.6** to any Person other than the Borrowers or any Guarantor, such Collateral shall be sold free and clear of the Liens created by the Loan Documents and, if requested by the Administrative Agent, upon the certification by UNFI that such disposition is permitted by this Agreement, the Administrative Agent shall be authorized to take and shall take any actions deemed appropriate in order to effect the foregoing.

10.2.7. [Reserved]

10.2.8. Restrictions on Payment of Certain Debt. Make any payment (whether voluntary or mandatory, or a prepayment, redemption, retirement, defeasance or acquisition) of any Junior Debt (it being understood that payments of regularly scheduled interest, AHYDO payments, customary payments of indemnitees and expense reimbursements and mandatory prepayments under any such Junior Debt shall not be prohibited by this clause) prior to its due date other than:

(a) payments made with proceeds of Refinancing Debt with respect thereto;

(b) payments in respect of any Seller Note, so long as such payments are made concurrently with the expiration of such Seller Note;

(c) the conversion thereof to Equity Interests (other than Disqualified Equity Interests) of UNFI;

(d) payments made in an aggregate amount not to exceed the Available Equity Amount;

(e) payments made within two (2) years of the maturity date of Junior Debt;provided that, no Event of Default shall exist or have occurred and be continuing immediately after giving effect to such payment; and

(f) other payments; so long as (i) both (x) daily average Adjusted Availability for the thirty (30) consecutive days immediately before making the proposed payment, calculated on a pro forma basis after giving effect to such payment as if such payment had been made at the beginning of such thirty (30)-day period, is at least 10% of the Combined Borrowing Base and (y) UNFI has a Fixed Charge Coverage Ratio of at least 1.00:1.00 for the most recently completed Test Period, calculated on a pro forma basis giving effect to such payment as if such payment had been made at the beginning of such Test Period; provided, that to the extent daily average Adjusted Availability for the thirty (30) consecutive days immediately before making the proposed payment, calculated on a pro forma basis after giving effect to such payment as if such payment had been made at the beginning of such thirty (30)-day period, is at least 15% of the Combined Borrowing Base, this clause (y) shall not be applicable, and (ii) for payments of $100,000,000 or more, UNFI shall have delivered to the Administrative Agent a statement, certified by a principal financial or accounting officer of UNFI, setting forth, in reasonable detail, computations evidencing satisfaction of the requirements set forth in clause (i) above.

10.2.9. Fundamental Changes. (a) Without providing thirty (30) days' prior written notice to the Administrative Agent (or such lesser notice as is acceptable to the Administrative Agent), change any Obligor's (i) name, (ii) tax, charter or other organizational identification number, or (iii) form or jurisdiction of organization; (b) liquidate, wind up its affairs or dissolve itself; or (c) merge, combine, amalgamate or consolidate with any Person, whether in a single transaction or in a series of related transactions, except (i) any (A) Domestic Subsidiary may merge, combine, or consolidate with a U.S. Obligor so long as a U.S. Obligor is the continuing or surviving Person, (B) any Canadian Subsidiary (other than the Canadian Borrower) may merge, combine, amalgamate or consolidate with the Canadian Borrower or a Canadian Guarantor so long as a Canadian Borrower or Canadian Guarantor is the continuing or surviving Person, and, in all cases of this clause (i), so long as immediately after giving effect thereto no Default or Event of Default exists or would arise as a result thereof, (ii) any Subsidiary that is not an Obligor may merge, combine, amalgamate or consolidate with a Subsidiary that is not an Obligor, (iii) any Foreign Subsidiary (other than the Canadian Borrower) may (A) amalgamate under the laws of Canada with the Canadian Borrower, or (B) merge, combine, amalgamate or consolidate with a Foreign Subsidiary (other than the Canadian Borrower) (provided that if such Foreign Subsidiary is an Obligor, the continuing or surviving entity shall also be an Obligor (other than a Canadian Obligor) and immediately after giving effect thereto no Default or Event of Default exists or would arise as a result thereof), (iv) liquidations, winding-up of affairs or dissolutions of Immaterial Subsidiaries (and corresponding distributions of assets) shall be permitted, (v) liquidations, winding-up of affairs or dissolutions of other Subsidiaries (and corresponding distributions of assets) shall be permitted, so long as, if in respect of an Obligor, all of the assets thereof are distributed to ~~an~~a U.S. Obligor, or (vi) in connection with Permitted Acquisitions, Permitted Investments or an Asset Disposition expressly permitted by this Agreement.

10.2.10. [Reserved].

10.2.11. Organic Documents. Amend, modify or otherwise change any of its Organic Documents as in effect on the Closing Date in a manner that is adverse to the interests of the Lenders in any material respect, except in connection with a transaction permitted under **Section 10.2.9**.

10.2.12. Accounting Changes. Make any material change in accounting treatment or reporting practices, except as required or permitted by GAAP and in accordance with **Section 1.2**, or change its Fiscal Year; provided, that UNFI may, upon written notice to the Administrative Agent, (a) change its fiscal year to any other fiscal year, and (b) change or modify any Fiscal Quarter or other Fiscal Period, in each case, that is reasonably acceptable to the Administrative Agent, in which cases, the Borrowers and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement and to the covenants contained herein that are reasonably necessary in order to reflect such change.

10.2.13. Restrictive Agreements. Become a party to any Restrictive Agreement, except a Restrictive Agreement (a) in effect on the Closing Date; (b) relating to secured Debt permitted hereunder, as long as the restrictions apply only to collateral for such Debt; or (c) constituting customary restrictions on assignment in leases, licenses and other contracts; provided, that the foregoing shall not apply to:

(i) restrictions and conditions imposed by (A) law, (B) any Loan Document or (C) the Term Loan Facility;

(ii) customary restrictions and conditions arising in connection with any disposition permitted by Section 10.2.5;

(iii) any restrictions or conditions set forth in any agreement in effect at any time any Person becomes a Subsidiary (but not any modification or amendment expanding the scope of any such restriction or condition), provided, that such agreement was not entered into in contemplation of such Person becoming a Subsidiary and the restriction or condition set forth in such agreement does not apply to any Borrower or any Subsidiary;

(iv) any restrictions or conditions in any Debt permitted pursuant to **Section 10.2.1** to the extent such restrictions or conditions are no more restrictive than the restrictions and conditions in the Loan Documents or, in the case of subordinated debt, are market terms at the time of issuance or, in the case of Debt of any Subsidiary that is not an Obligor, are imposed solely on such Subsidiary and its Subsidiaries, provided, that any such restrictions or conditions permit compliance with the Guarantee and Collateral Requirement;

(v) any restrictions on cash or other deposits imposed by agreements entered into in the ordinary course of business;

(vi) customary provisions in shareholders agreements, joint venture agreements, organizational documents or similar binding agreements relating to any joint venture or non-wholly-owned Subsidiary and other similar agreements applicable to any joint venture and non-wholly-owned Subsidiaries permitted under **Section 10.2.5** and applicable solely to such joint venture or non-wholly-owned Subsidiary and the Equity Interests issued thereby;

(vii) customary restrictions in leases, subleases, licenses or asset sale agreements and other similar contracts otherwise permitted hereby so long as such restrictions relate only to the assets subject thereto;

(viii) customary net worth provisions contained in real property leases entered into by Subsidiaries of UNFI, so long as UNFI has determined in good faith that such net worth provisions could not reasonably be expected to impair the ability of any Borrower and the other Subsidiaries of any Borrower to meet their ongoing obligation; and

(ix) restrictions imposed by any agreement governing Debt entered into on or after the Closing Date and permitted under **Section 10.2.1** that are, taken as a whole, in the good faith judgment of UNFI, no more restrictive with respect to the Borrowers or any Subsidiary than customary market terms for Debt of such type, so long as UNFI shall have determined in good faith that such restrictions will not adversely affect in any material respect its obligation or ability to make any payments required hereunder.

10.2.14. Hedging Agreements. Enter into any Hedging Agreement, other than for the purpose of hedging risks and not for speculative purposes.

10.2.15. Conduct of Business. Engage in any business other than a Permitted Business.

10.2.16. Affiliate Transactions. Enter into or be party to any transaction with an Affiliate in excess of $10,000,000, except:

(a) transactions expressly permitted by the Loan Documents;

(b) payment of reasonable compensation to officers and employees for services actually rendered and reasonable severance arrangements in the Ordinary Course of Business;

(c) Distributions permitted by **Section 10.2.4**;

(d) sales or issuances of Equity Interests of UNFI to Affiliates of UNFI which are otherwise permitted or not restricted by the Loan Documents;

(e) loans and advances permitted by **Section 10.2.7**;

(f) payment of customary directors' fees, reimbursement of expenses and indemnities in favor of directors, officers and employees in the Ordinary Course of Business;

(g) transactions solely among Obligors or any Subsidiary or any entity that becomes a Subsidiary as a result of such transaction, subject to the other restrictions set forth in this Agreement;

(h) transactions with Affiliates that were consummated prior to the Closing Date, as shown on **Schedule 10.2.16**;

(i) [reserved];

(j) transactions with Affiliates, upon fair and reasonable terms no less favorable than would be obtained in a comparable arm's-length transaction with a non-Affiliate; and

(k) employment and severance arrangements between the Borrowers or any of their respective Subsidiaries and their respective officers and employees in the ordinary course of business and transactions pursuant to stock option plans and employee benefit plans and arrangements.

10.2.17. Employee Benefit Plans. Become party to any Multiemployer Plan, Canadian Plan that is a registered pension plan or pension plan (within the meaning of the Pension Benefits Act (Ontario) or under applicable pension standards legislation of another Canadian jurisdiction) or Foreign Plan, other than (a) any in existence on the Closing Date, (b) by reason of a Permitted Acquisition or any other Permitted Investment or (c) that would not otherwise be reasonably expected to result in a Material Adverse Effect.

10.3 Financial Covenant. Commencing on the Closing Date and so long as any U.S. Revolver Commitments, Canadian Commitments, FILO Commitments or Obligations (other than contingent indemnification and expense reimbursement obligations as to which no claim has been made or Secured Bank Product Obligations) are outstanding, Borrowers shall:

10.3.1. Fixed Charge Coverage Ratio. Maintain a Fixed Charge Coverage Ratio of at least 1.00 to 1.00 as of the end of any Test Period while a Trigger Event is in effect, commencing with the most recent Test Period prior to the Trigger Event.

10.4 Use of Proceeds. Each Obligor will not, and will not permit any of its Subsidiaries to, use the proceeds of any Loan made hereunder for any purpose other than as is permitted under **Section 2.1.3**; provided further that (x) no part of the proceeds of the Loans will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates the provisions of Regulation T, U or X of the Board of Governors, (y) no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, to make any payments to a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person, or in any other manner that would result in a violation of Sanctions by any Person, and (z) that no part of the proceeds of any Loan or Letter of Credit will be used, directly or indirectly, 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 Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws.

SECTION 11. EVENTS OF DEFAULT; REMEDIES ON DEFAULT

11.1 Events of Default. Each of the following shall be an "Event of Default" hereunder, if the same shall occur for any reason whatsoever, whether voluntary or involuntary, by operation of law or otherwise:

(a) A Borrower fails to pay (i) any amount of any principal of any Loan or (ii) within three (3) Business Days of the same becoming due, any interest or other amount payable hereunder or with respect to any Loan

Document, in each case, when due, whether at stated maturity, on demand, upon acceleration or otherwise, and in the currency required hereunder;

(b) Any representation, warranty or other written statement of an Obligor made or deemed made by or on behalf of any Obligor herein, in any other Loan Document, or in any certificate or document delivered in connection herewith or therewith is incorrect or misleading in any material respect when given, and remains so incorrect or misleading for thirty (30) days after a Senior Officer of an Obligor has knowledge or receipt by UNFI of written notice thereof by the Administrative Agent or the Required Lender, whichever is sooner;

(c) A Borrower breaches or fail to perform any covenant contained in **Section 8.1**, **8.2.4**, **8.2.5**, **8.6.1, 10.1.1, 10.1.2, 10.1.5,** 10.1.13, **10.2**, **10.3** or **10.4,** and, solely in the case of a breach or failure to perform any covenant contained in Section 8.1, such breach or failure is not cured within three (3) Business Days;

(d) An Obligor breaches or fails to perform any other covenant contained in any Loan Documents, and such breach or failure is not cured within thirty (30) days after a Senior Officer of an Obligor has knowledge thereof or receives notice thereof from Administrative Agent, whichever is sooner;

(e) A Guarantor repudiates, revokes or attempts to revoke its Guaranty; an Obligor or third party denies or contests the validity or enforceability of any Loan Documents or Obligations, or the perfection or priority of any Lien granted to Administrative Agent; or any Loan Document ceases to be in full force or effect for any reason (other than a waiver or release by the Administrative Agent and the Applicable Lenders or as otherwise expressly permitted thereunder);

(f) Any breach or default of an Obligor or any of its Subsidiaries occurs (i) under any Hedging Agreement to which it is a party or by which it is bound, if its liability upon termination would be in excess of the Threshold Amount, or (ii) under any document, instrument or agreement to which it is a party or by which it or any of its Properties is bound that relates to (A) the Term Loan Facility or (B) any other Debt (other than the Obligations or the Term Loan Facility) in excess of the Threshold Amount, if, in all cases in this clause (ii), the maturity of or any payment with respect to such Debt may, with our without notice, be accelerated or demanded due to such breach;

(g) Any judgment or order for the payment of money is entered against an Obligor or any of its Subsidiaries in an amount that exceeds, individually or cumulatively with all unsatisfied judgments or orders against all Obligors and Subsidiaries, the Threshold Amount (net of insurance coverage therefor that has not been denied by the insurer), which judgment remains outstanding, unpaid and unstayed, for thirty (30) consecutive days;

(h) [reserved];

(i) (i) an Obligor agrees to or commences any liquidation, dissolution or winding up of its affairs, except as permitted by this Agreement; or (ii) the Obligors and their Subsidiaries (other than an Immaterial Subsidiary), taken as a whole, are not Solvent;

(j) An Insolvency Proceeding is commenced by an Obligor or any of its Subsidiaries (other than an Immaterial Subsidiary); an Obligor or any of its Subsidiaries (other than an Immaterial Subsidiary) makes an offer of settlement, extension or composition to its unsecured creditors generally; a trustee is appointed to take possession of any substantial Property of or to operate any of the business of an Obligor or any of its Subsidiaries (other than an Immaterial Subsidiary); or an Insolvency Proceeding is commenced against an Obligor or any of its Subsidiaries (other than an Immaterial Subsidiary) and: the Obligor or such Subsidiary consents to institution of the proceeding, the petition commencing the proceeding is not timely contested by the Obligor or such Subsidiary, the petition is not dismissed within sixty (60) days after filing, or an order for relief is entered in the proceeding;

(k) (i) An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan that has resulted or could reasonably be expected to result in liability of an Obligor under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in excess of an aggregate total amount which could reasonably be expected to result in a Material Adverse Effect; (ii) a Canadian Pension Event occurs with respect to a Canadian Plan that could reasonably be expected to subject the Canadian Borrower or any of its Subsidiaries to any tax, penalty or other liabilities under the Pension Benefits Act (Ontario) or applicable pension standards legislation of another Canadian jurisdiction or under the Income Tax Act (Canada) in excess of an aggregate total amount which could reasonably be expected to result in a Material Adverse Effect, or if the Canadian Borrower or any of its Subsidiaries is in default with respect to required payments to a Canadian Plan or any Lien arises (save for contribution amounts not yet due or payable to a Canadian Plan) in connection with any Canadian Plan which could reasonably be expected to result in a Material Adverse Effect; or (iii) any event similar to the foregoing occurs or exists with respect to a Foreign Plan which could reasonably be expected to result in a Material Adverse Effect;

(l) A Change of Control occurs;

(m) (i) Any Credit Card Issuer or Credit Card Processor shall send notice to any Obligor that it is ceasing to make or suspending payments to such Obligor of amounts due or to become due to such Obligor or shall cease or suspend such payments, or shall send notice to such Obligor that it is terminating its arrangements with such Obligor or such arrangements shall terminate as a result of any event of default under such arrangements, which continues for more than the applicable cure period, if any, with respect thereto, unless such Obligor shall have entered into arrangements with another Credit Card Issuer or Credit Card Processor, as the case may be, within sixty (60) days after the date of any such notice or (ii) any Credit Card Issuer or Credit Card Processor withholds payment of amounts otherwise payable to an Obligor to fund a reserve account or otherwise hold as collateral, or shall require an Obligor

to pay funds into a reserve account or for such Credit Card Issuer or Credit Card Processor to otherwise hold as collateral, or any Obligor shall provide a letter of credit, guarantee, indemnity or similar instrument to or in favor of such Credit Card Issuer or Credit Card Processors such that in the aggregate all of such funds in the reserve account, other than amounts held as collateral and the amount of such letters of credit, guarantees, indemnities or similar instruments shall exceed an amount equal to or exceeding ten percent (10%) of the Credit Card Receivables processed by such Credit Card Issuer or Credit Card Processor in the immediately preceding Fiscal Year; or

(n) the subordination provisions of the documents evidencing or governing any subordinated Debt, or provisions of any intercreditor agreement entered into by the Administrative Agent whether by joinder or otherwise (including, without limitation, the Intercreditor Agreement), any such provisions being referred to as the "Intercreditor Provisions", shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of the applicable Indebtedness; or (ii) any Borrower or any other Obligor shall, directly or indirectly, (A) make any payment on account of any subordinated Debt that has been contractually subordinated in right of payment to the payment of the Obligations, except to the extent that such payment is permitted by the terms of the Intercreditor Provisions applicable to such subordinated Debt or (B) disavow or contest in any manner (1) the effectiveness, validity or enforceability of any of the Intercreditor Provisions, (2) that the Intercreditor Provisions exist for the benefit of the Secured Parties, or (3) in the case of subordinated Debt, that all payments of principal of or premium and interest on the applicable subordinated Debt, or realized from the liquidation of any property of any Obligor, shall be subject to any of the Intercreditor Provisions.

11.2 Remedies upon Default. If an Event of Default described in **Sections 11.1(i)** or **(j)** occurs, then to the extent permitted by Applicable Law, all Obligations (other than Secured Bank Product Obligations) automatically shall become due and payable, all U.S. Revolver Commitments ~~and~~, Canadian Commitments and FILO Commitments shall terminate and the obligation of the Obligors to Cash Collateralize LC Obligations shall automatically become effective, in each case without any action by Administrative Agent or notice of any kind. In addition, if any other Event of Default exists, the Administrative Agent may in its discretion (and shall upon written direction of Required Lenders) do any one or more of the following from time to time:

(a) declare any Obligations (~~other than~~including the FILO Obligations but excluding the Secured Bank Product Obligations) immediately due and payable, whereupon they shall be due and payable without diligence, presentment, demand, protest or notice of any kind, all of which are hereby waived by Borrowers to the fullest extent permitted by law;

(b) terminate, reduce or condition any U.S. Revolver Commitment, Canadian Commitments or make any adjustment to the Borrowing Base or the FILO Borrowing Base;

(c) require Obligors to Cash Collateralize LC Obligations, Secured Bank Product Obligations and other Obligations that are contingent or not yet due and payable; and

(d) exercise any other rights or remedies afforded under any agreement, by law, at equity or otherwise, including the rights and remedies of a secured party under the UCC or PPSA, as applicable. Such rights and remedies include the rights to (i) take possession of any Collateral; (ii) require Borrowers to assemble Collateral, at Borrowers' expense, and make it available to the Administrative Agent at a place designated by the Administrative Agent; (iii) enter any premises where Collateral is located and store Collateral on such premises until sold (and if the premises are owned or leased by a Borrower, Borrowers agree not to charge for such storage); and (iv) sell or otherwise dispose of any Collateral in its then condition, or after any further manufacturing or processing thereof, at public or private sale, with such notice as may be required by Applicable Law, in lots or in bulk, at such locations, all as the Administrative Agent, in its discretion, deems advisable. Each Borrower agrees that ten (10) days' notice of any proposed sale or other disposition of Collateral by the Administrative Agent shall be reasonable, and that any sale conducted on the internet or to a licensor of Intellectual Property shall be commercially reasonable. The Administrative Agent shall have the right to conduct such sales on any Obligor's premises, without charge, and any sales may be adjourned from time to time in accordance with Applicable Law. The Administrative Agent shall have the right to sell, lease or otherwise dispose of any Collateral for cash, credit or any combination thereof, and Administrative Agent may purchase any Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of the purchase price, may credit bid and setoff the amount of such price against the Obligations.

11.3 License. Solely for the purpose of enabling Administrative Agent to exercise rights and remedies hereunder at such time as Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Obligor hereby grants Administrative Agent an irrevocable, worldwide, non-exclusive license or sub-license (as applicable) or other right to improve, sell, dispose of, modify, copy, perform, use, license or otherwise exploit (without payment of royalty or other compensation to any Person) any or all Intellectual Property of Obligors, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other Property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral. Each Obligor's rights and interests under Intellectual Property shall inure to Administrative Agent's benefit. The applicable Licensor shall have rights of quality control and inspection which are reasonably necessary under Applicable Law to maintain the validity and enforceability of the trademarks included in the Collateral.

11.4 Setoff. At any time during an Event of Default, Administrative Agent, Issuing Banks, Lenders~~,~~ (subject in the case of the FILO Lenders to the restrictions on payment and prepayments of the FILO Obligations as set forth herein; it being agreed that any such setoff would be deemed a payment or prepayment of the FILO Obligations for purposes hereof and shall be subject to **Section 14.19**), and any of their Affiliates are authorized, to the fullest extent permitted by Applicable Law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by Administrative Agent, such Issuing Bank, such Lender or such Affiliate to or for the credit or the account of an Obligor against any Obligations (subject to **Section 4.5**), irrespective of whether or not Administrative Agent, such

Issuing Bank, such Lender or such Affiliate shall have made any demand under this Agreement or any other Loan Document and although such Obligations may be contingent or unmatured or are owed to a branch or office of Administrative Agent, such Issuing Bank, such Lender or such Affiliate different from the branch or office holding such deposit or obligated on such indebtedness. The rights of Administrative Agent, each Issuing Bank, each Lender and each such Affiliate under this Section are in addition to other rights and remedies (including other rights of setoff) that such Person may have. Each such Person shall notify UNFI (and if such Person isn't the Administrative Agent, the Administrative Agent) promptly after any such setoff and application, provided that failure to give such notice shall not affect the validity of such setoff and application.

11.5 Remedies Cumulative; No Waiver; Insolvency.

11.5.1. Cumulative Rights. All agreements, warranties, guaranties, indemnities and other undertakings of Borrowers under the Loan Documents are cumulative and not in derogation of each other. The rights and remedies of Administrative Agent and Lenders are cumulative, may be exercised at any time and from time to time, concurrently or in any order, and are not exclusive of any other rights or remedies available by agreement, by law, at equity or otherwise. All such rights and remedies shall continue in full force and effect until Full Payment of all Obligations.

11.5.2. Waivers. No waiver or course of dealing shall be established by (a) the failure or delay of Administrative Agent or any Lender to require strict performance by Borrowers with any terms of the Loan Documents, or to exercise any rights or remedies with respect to Collateral or otherwise; (b) the making of any Loan or issuance of any Letter of Credit during a Default, Event of Default or other failure to satisfy any conditions precedent; or (c) acceptance by Administrative Agent or any Lender of any payment or performance by an Obligor under any Loan Documents in a manner other than that specified therein. It is expressly acknowledged by Borrowers that any failure to satisfy a financial covenant on a measurement date shall not be cured or remedied by satisfaction of such covenant on a subsequent date.

11.5.3. Insolvency Matters. Notwithstanding anything to the contrary contained in this Agreement or any other Loan Document, if any Obligor shall be subject to any Insolvency Proceeding, it is hereby agreed that (i) the Obligations of the Revolver Lenders and the FILO Lenders shall constitute only one secured claim (rather than separate classes of secured claims), (ii) any and all distributions in respect of the Obligations in any such proceeding shall be subject to the priorities set forth herein and, to the extent that any holder of the FILO Loans receives any such distributions, such amounts shall be held in trust by the receiving party and distributed giving effect to the foregoing, and (iii) any and all adequate protection granted to the Administrative Agent and the Collateral Agent in any such proceeding, including all Liens granted to the Collateral Agent in any such proceeding as adequate protection, are intended to be for the benefit of all Secured Parties and shall be subject to the priorities set forth in Section 5.6.2, subject to any court order affecting the rights and interests of the parties hereto not in conflict with the terms hereof.

SECTION 12. AGENTS

12.1 Appointment, Authority and Duties of Agent.

12.1.1. Appointment and Authority. Each Secured Party (including, effective upon Amendment No. 1 Effective Date, each FILO Lender) hereby appoints and designates Wells Fargo as Administrative Agent under all Loan Documents (such appointment and designation by the FILO Lenders being hereby deemed effective, confirmed and ratified by the making of any FILO Loan). Administrative Agent may, and each Secured Party authorizes Administrative Agent to, enter into all

Loan Documents to which Administrative Agent is intended to be a party and accept all applicable Security Documents, for the benefit of Secured Parties. Any action taken by Administrative Agent in accordance with the provisions of the Loan Documents, and the exercise by Administrative Agent of any rights or remedies set forth therein, together with all other powers reasonably incidental thereto, shall be authorized by and binding upon all Secured Parties. Without limiting the generality of the foregoing, Administrative Agent shall have the sole and exclusive authority to (i) act as the disbursing and collecting agent for the Lenders with respect to all payments and collections arising in connection with the Loan Documents; (ii) execute and deliver as Administrative Agent each Loan Document, including any intercreditor or subordination agreement, and accept delivery of each Loan Document; (iii) act as collateral agent for Secured Parties for purposes of perfecting and administering Liens under the Loan Documents, and for all other purposes stated therein; (iv) manage, supervise or otherwise deal with Collateral; and (v) take any Enforcement Action or otherwise exercise any rights or remedies with respect to any Collateral or under any Loan Documents, Applicable Law or otherwise. Administrative Agent alone shall be authorized to determine whether any Account or Inventory constitutes an Eligible Account or Eligible Inventory, whether to impose or release any reserve, or whether any conditions to funding or to issuance of a Letter of Credit for the account or benefit of any Borrower have been satisfied, which determinations and judgments, if exercised in good faith, shall exonerate Administrative Agent from liability to any Secured Party or other Person for any error in judgment.

12.1.2. Duties. The title of "Administrative Agent" are used solely as a matter of market custom and the duties of Administrative Agent are administrative in nature only. No agent has any duties except those expressly set forth in the Loan Documents, and in no event does Administrative Agent have any agency, fiduciary or implied duty to or relationship with any Secured Party or other Person by reason of any Loan Document or related transaction. The conferral upon Administrative Agent of any right shall not imply a duty to exercise such right, unless instructed to do so by Lenders in accordance with this Agreement.

12.1.3. Agent Professionals. Administrative Agent may perform its duties through agents and employees. Administrative Agent may consult with and employ Agent Professionals, and shall be entitled to act upon, and shall be fully protected in any action taken in good faith reliance upon, any advice given by an Agent Professional. Administrative Agent shall not be responsible for the negligence or misconduct of any agents, employees or Agent Professionals selected by it with reasonable care.

12.1.4. Instructions of Required Lenders. The rights and remedies conferred upon Administrative Agent under the Loan Documents may be exercised without the necessity of joinder of any other party, unless required by Applicable Law. In determining compliance with a condition for any action hereunder, including satisfaction of any condition in **Section 6**, the Administrative Agent may presume that the condition is satisfactory to a Secured Party unless Administrative Agent has received notice to the contrary from such Secured Party before Administrative Agent takes the action. The Administrative Agent may request instructions from Required Lenders or other Secured Parties (or such other number of Lenders as may be required) with respect to any act (including the failure to act) in connection with any Loan Documents or Collateral, and may seek assurances to its satisfaction from Secured Parties of their indemnification obligations against Claims that could be incurred by Administrative Agent. Administrative Agent may refrain from any act until it has received such instructions or assurances, and shall not incur liability to any Person by reason of so refraining. Instructions of Required Lenders (or such other number of Lenders as may be required) shall be binding upon all Secured Parties, and no Secured Party shall have any right of action whatsoever against Administrative Agent as a result of Administrative Agent acting or refraining from acting pursuant to instructions of Required Lenders. Notwithstanding the foregoing, instructions by and consent of specific parties shall be required to the extent provided in **Section 14.1.1**. In no event shall Administrative Agent

be required to take any action that it determines in its discretion is contrary to Applicable Law or any Loan Documents or could subject Administrative Agent Indemnitee to liability.

12.1.5. Québec Collateral.

(a) For greater certainty, and without limiting the powers of the Administrative Agent or any other Person acting as mandatary (agent) of the Administrative Agent, each of the Secured Parties hereby irrevocably appoints the Administrative Agent as the hypothecary representative for all present and future Secured Parties pursuant to Article 2692 of the Civil Code of Québec in order to hold all hypothecs granted by any Obligor on property pursuant to the laws of the Province of Québec. The execution by the Administrative Agent, acting as hypothecary representative, prior to the Closing Date, of any deed of hypothec is hereby ratified and confirmed.

(b) The appointment of the Administrative Agent as hypothecary representative for the benefit of the Secured Parties, shall be deemed to have been ratified and confirmed by each Person accepting an assignment of, a participation in or an arrangement in respect of, all or any portion of any Secured Parties' rights and obligations under this Agreement by the execution of an assignment, including an assignment or other agreement pursuant to which it becomes such assignee or participant, and by each successor Administrative Agent by the execution of an assignment or other agreement, or by the compliance with other formalities, as the case may be, pursuant to which it becomes a successor Administrative Agent under this Agreement. The Administrative Agent hereby confirms having accepted to act as hypothecary representative of all present and future Secured Parties for all purposes of Article 2692 of the Civil Code of Québec. Each successor Administrative Agent appointed in accordance with the terms of this Agreement shall automatically (and without any further act or formality) become the successor hypothecary representative under each deed of hypothec referred to above.

12.1.6. The Administrative Agent acting as hypothecary representative shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Administrative Agent herein, which shall apply mutatis mutandis to the Administrative Agent acting as hypothecary representative.

12.1.7. Promptly upon receiving any updates to the list of Disqualified Institutions from the Borrowers in accordance with the definition thereof, the Administrative Agent shall make such updates available to all Lenders. In addition, upon request of any Lender, the Administrative Agent shall make available to such Lender a full list of Disqualified Institutions. The limitations of liability set forth in the definition of Disqualified Institution shall apply to any actions taken pursuant to this **Section 12.1.7**, or the failure to take any such actions.

12.2 Agreements Regarding Collateral and Borrower Materials.

12.2.1. Releases; Care of Collateral.

(a) Each Secured Party hereby further authorizes the Administrative Agent, on behalf of and for the benefit of Secured Parties, to be the agent for and representative of the Secured Parties with respect to the

Guaranty, the Collateral and the Security Documents; provided, that the Administrative Agent shall not owe any fiduciary duty, duty of loyalty, duty of care, duty of disclosure or any other obligation whatsoever to any holder of Secured Bank Product Obligations and/or Obligations under Hedging Agreements. Subject to **Section 14.1**, without further written consent or authorization from any Secured Party, the Administrative Agent may, and each Lender, on behalf of themselves and their respective Affiliates as holders of Secured Bank Product Obligations and/or Obligations under Hedging Agreements, irrevocably authorizes and directs the Administrative Agent to enter into the Security Documents and any intercreditor agreement as required herein for the benefit of the Lenders and the other Secured Parties, and to execute any documents or instruments necessary to (i) in connection with a sale or disposition of assets to a person other than an Obligor permitted by this Agreement, release any Lien encumbering any item of Collateral that is the subject of such sale or other disposition of assets or to which the Required Lenders (or such other Lenders as may be required to give such consent under **Section 14.1**) have otherwise consented, or if the property subject to such Lien is owned by an Obligor, upon release of such Obligor from its obligations under this **Section 12.2**, (ii) release any Lien encumbering any property of any Obligor that does not constitute (or ceases to constitute) Collateral as a result of a transaction permitted under the Loan Documents or otherwise, (iii) release any Obligor from the Guaranty pursuant to the terms of the Guaranty or with respect to which the Required Lenders (or such other Lenders as may be required to give such consent under **Section 14.1**) have otherwise consented or if such Person otherwise ceases to be a Subsidiary as a result of a transaction permitted under the Loan Documents (including the designation of a Subsidiary as an Unrestricted Subsidiary) or (iv) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document in lieu of any release permitted pursuant to this **Section 12.2**;

(b) Notwithstanding anything to the contrary contained herein or any other Loan Document, when Full Payment of all Obligations has occurred, all U.S. Revolver Commitments and Canadian Commitments have terminated or expired and no Letter of Credit shall be outstanding (except to the extent cash collateralized, backstopped or as to which other arrangements reasonably satisfactory to the Administrative Agent and the applicable Issuing Bank shall have been made), all obligations under the Loan Documents and all security interests created by the Loan Documents and the guarantees made herein shall automatically terminate and, upon request and at the expense of UNFI but subject to paragraph (d) below, the Administrative Agent shall (without notice to, or vote or consent of, any holder of Secured Bank Product Obligations with respect to Bank Products consisting of Hedging Agreements) take such actions as shall be required to release its security interest in all Collateral, and to release all guarantee obligations provided for in any Loan Document, whether or not on the date of such release there may be outstanding Secured Bank Product Obligations and/or Obligations under Hedging Agreements. Any such release of guarantee obligations shall be deemed subject to the provision that such guarantee obligations shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Obligor,

or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Obligor or any substantial part of its property, or otherwise, all as though such payment had not been made; provided, that no such release shall occur if such Lien continues to secure any Debt which refinances the Obligations hereunder;

(c) Anything contained in any of the Loan Documents to the contrary notwithstanding, each Borrower, the Administrative Agent and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Guaranty, it being understood and agreed that all powers, rights and remedies hereunder and under any of the Loan Documents may be exercised solely by the Administrative Agent for the benefit of the Secured Parties in accordance with the terms hereof and thereof and all powers, rights and remedies under the Security Documents may be exercised solely by the Administrative Agent for the benefit of the Secured Parties in accordance with the terms thereof, and (ii) in the event of a foreclosure or similar enforcement action by the Administrative Agent on any of the Collateral pursuant to a public or private sale or other disposition (including, without limitation, pursuant to Section 363(k), Section 1129(b)(2)(a)(ii) or otherwise of the Bankruptcy Code), the Administrative Agent (or any Lender, except with respect to a "credit bid" pursuant to Section 363(k), Section 1129(b)(2)(a)(ii) or otherwise of the Bankruptcy Code) may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and the Administrative Agent, as agent for and representative of Secured Parties (but not any Lender or Lenders in its or their respective individual capacities) shall be entitled, upon instructions from the Required Lenders, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such sale or disposition, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Administrative Agent at such sale or other disposition; and

(d) prior to releasing or subordinating any Liens on Collateral or releasing guarantee obligations under the Loan Documents, in each case as contemplated by this **Section 12.2.1**, upon request of the Administrative Agent, UNFI shall confirm in writing that the applicable conditions to release under this Agreement and the other applicable Loan Documents have been satisfied and the Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any such certification.

12.2.2. Possession of Collateral. Administrative Agent and Secured Parties appoint each Lender as agent (for the benefit of Secured Parties) for the purpose of perfecting Liens in any Collateral held or controlled by such Lender, to the extent such Liens are perfected by possession or control. If any Lender obtains possession or control of any Collateral, it shall notify Administrative Agent thereof and, promptly upon Administrative Agent's request, deliver such Collateral to the Administrative Agent or otherwise deal with it in accordance with Administrative Agent's instructions.

12.2.3. Reports. Administrative Agent shall promptly provide to Lenders, when complete, any field examination, audit or appraisal report prepared for Administrative Agent with respect to any Obligor or ABL Priority Collateral (" Report"). Reports and other Borrower Materials may be made available to Lenders by providing access to them on the Platform, but Administrative Agent shall not be responsible for system failures or access issues that may occur from time to time. Each Lender

agrees (a) that Reports are not intended to be comprehensive audits or examinations, and that Administrative Agent or any other Person performing an audit or examination will inspect only specific information regarding the Obligations or ABL Priority Collateral and will rely significantly upon Borrowers' books, records and representations; (b) that Administrative Agent makes no representation or warranty as to the accuracy or completeness of any Borrower Materials and shall not be liable for any information contained in or omitted from any Borrower Materials, including any Report; and (c) to keep all Borrower Materials confidential and strictly for such Lender's internal use, not to distribute any Report or other Borrower Materials (or the contents thereof) to any Person (except to such Lender's Participants, attorneys, accountants and to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Lender or its Affiliates), and to use all Borrower Materials solely for administration of the Obligations. Each Lender shall indemnify and hold harmless Administrative Agent and any other Person preparing a Report from any action such Lender may take as a result of or any conclusion it may draw from any Borrower Materials, as well as from any Claims arising as a direct or indirect result of Administrative Agent furnishing same to such Lender, via the Platform or otherwise.

12.3 Reliance By Administrative Agent. Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any certification, notice or other communication (including those by telephone, telex, telegram, telecopy or e-mail) believed by it to be genuine and correct and to have been signed, sent or made by the proper Person. Administrative Agent shall have a reasonable and practicable amount of time to act upon any instruction, notice or other communication under any Loan Document, and shall not be liable for any delay in acting.

12.4 Action Upon Default. Administrative Agent shall not be deemed to have knowledge of any Default or Event of Default, or of any failure to satisfy any conditions in **Section 6**, unless it has received written notice from a Borrower or Required Lenders specifying the occurrence and nature thereof. If any Lender acquires knowledge of a Default, Event of Default or failure of such conditions, it shall promptly notify Administrative Agent and the other Lenders thereof in writing. Each Secured Party agrees that, except as otherwise provided in any Loan Documents or with the written consent of Administrative Agent and Required Lenders, it will not take any Enforcement Action, accelerate Obligations (other than Secured Bank Product Obligations), or exercise any right that it might otherwise have under Applicable Law to credit bid at foreclosure sales, UCC and PPSA sales or other similar dispositions of Collateral or to assert any rights relating to any Collateral.

12.5 Ratable Sharing. If any Lender shall obtain any payment or reduction of any Obligation, whether through setoff or otherwise, in excess of its share of such Obligation, determined on a Pro Rata basis or in accordance with **Section 5.6.2**, as applicable, such Lender shall forthwith purchase from the Administrative Agent, the applicable Issuing Bank and the other Applicable Lenders such participations in the affected Obligation as are necessary to cause the purchasing Lender to share the excess payment or reduction on a Pro Rata basis or in accordance with **Section 5.6.2**, as applicable. If any of such payment or reduction is thereafter recovered from the purchasing Lender, the purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest. Notwithstanding the foregoing, if a Defaulting Lender obtains a payment or reduction of any Obligation, it shall immediately turn over the amount thereof to the Administrative Agent for application under **Section 4.2.2** and it shall provide a written statement to the Administrative Agent describing the Obligation affected by such payment or reduction. No Lender shall setoff against any Dominion Account without the prior consent of the Administrative Agent.

12.6 Indemnification. EACH SECURED PARTY SHALL INDEMNIFY AND HOLD HARMLESS AGENT INDEMNITEES AND ISSUING BANK INDEMNITEES, TO THE EXTENT NOT REIMBURSED BY OBLIGORS, ON A PRO RATA BASIS, AGAINST ALL CLAIMS THAT

MAY BE INCURRED BY OR ASSERTED AGAINST ANY SUCH INDEMNITEE, PROVIDED, THAT ANY CLAIM AGAINST AN AGENT INDEMNITEE RELATES TO OR ARISES FROM ITS ACTING AS OR FOR ANY AGENT (IN THE CAPACITY OF AN AGENT). In no event shall any Lender have any obligation to indemnify or hold harmless an Agent Indemnitee or Issuing Bank Indemnitee with respect to a Claim that is determined in a final, non-appealable judgment by a court of competent jurisdiction to result from the gross negligence or willful misconduct of such Indemnitee. In the Administrative Agent's discretion, it may reserve for any Claims made against an Agent Indemnitee or Issuing Bank Indemnitee, and may satisfy any judgment, order or settlement relating thereto, from proceeds of Collateral prior to making any distribution of Collateral proceeds to Secured Parties. If Administrative Agent is sued by any receiver, interim receiver, receiver manager, bankruptcy trustee, debtor-in-possession or other Person for any alleged preference or fraudulent transfer, then any monies paid by Administrative Agent in settlement or satisfaction of such proceeding, together with all interest, costs and expenses (including attorneys' fees) incurred in the defense of same, shall be promptly reimbursed to Administrative Agent by each Secured Party to the extent of its Pro Rata share.

12.7 Limitation on Responsibilities of Administrative Agent. Administrative Agent shall not be liable to any Secured Party for any action taken or omitted to be taken under the Loan Documents, except for losses directly and solely caused by Administrative Agent's gross negligence or willful misconduct. Administrative Agent shall not assume any responsibility for any failure or delay in performance or any breach by any Obligor, Lender or other Secured Party of any obligations under the Loan Documents. Administrative Agent makes no express or implied representation, warranty or guarantee to Secured Parties with respect to any Obligations, Collateral, Liens, Loan Documents or Obligor. No Agent Indemnitee shall be responsible to Secured Parties for any recitals, statements, information, representations or warranties contained in any Loan Documents or Borrower Materials; the execution, validity, genuineness, effectiveness or enforceability of any Loan Documents; the genuineness, enforceability, collectibility, value, sufficiency, location or existence of any Collateral, or the validity, extent, perfection or priority of any Lien therein; the validity, enforceability or collectibility of any Obligations; or the assets, liabilities, financial condition, results of operations, business, creditworthiness or legal status of any Obligor or Account Debtor. No Agent Indemnitee shall have any obligation to any Secured Party to ascertain or inquire into the existence of any Default or Event of Default, the observance by any Obligor of any terms of the Loan Documents, or the satisfaction of any conditions precedent contained in any Loan Documents.

12.8 Successor Agents and Co-Agents.

12.8.1. Resignation; Successor Agents. Administrative Agent may resign at any time by giving at least thirty (30) days' written notice thereof to the Applicable Lenders and Borrowers (the thirtieth (30th) day after such notice has so been provided, the "Resignation Effective Date"). Upon receipt of such notice, Required Lenders shall have the right to appoint a successor Administrative Agent which shall be (a) a Lender or an Affiliate of a Lender; or (b) a financial institution reasonably acceptable to Required Lenders and (provided no Default or Event of Default exists) Borrowers;provided, that in no event shall any such successor Administrative Agent be a Defaulting Lender or a Disqualified Institution. If no successor agent is appointed prior to the effective date of the resignation of Administrative Agent, then Administrative Agent may appoint a successor agent that is a financial institution reasonably acceptable to it, which shall be a Lender unless no Lender accepts the role or in the absence of such appointment, Required Lenders shall on such date assume all rights and duties of Administrative Agent hereunder; it being understood and agreed that, regardless of whether or not a successor Administrative Agent has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date. Upon acceptance by a successor Administrative Agent of its appointment hereunder, such successor Administrative Agent shall thereupon succeed to and become vested with all the powers and duties of the retiring Administrative Agent without

further act, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder but shall continue to have all rights and protections under the Loan Documents with respect to actions taken or omitted to be taken by it while Administrative Agent, including the benefits of the indemnification set forth in **Sections 12.6** and **14.2**. Notwithstanding Administrative Agent's resignation, the provisions of this **Section 12** shall continue in effect for its benefit with respect to any actions taken or omitted to be taken by it while Administrative Agent. Any successor to Wells Fargo by merger, amalgamation or acquisition of stock or this loan shall continue to be Administrative Agent hereunder without further act on the part of any Secured Party or Obligor.

If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by Applicable Law, by notice in writing to UNFI and such Person remove such Person as Administrative Agent and, in consultation with UNFI, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days (or such earlier day as shall be agreed by the Required Lenders) (the "Removal Effective Date"), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

12.8.2. Co-Collateral Agent. If necessary or appropriate under Applicable Law, Administrative Agent may appoint a Person to serve as a co-collateral agent or separate collateral agent under any Loan Document. Each right and remedy intended to be available to Administrative Agent under such Loan Document shall also be vested in such agent. Secured Parties shall execute and deliver any instrument or agreement that the Administrative Agent may request to effect such appointment. If the Administrative Agent shall die, dissolve, become incapable of acting, resign or be removed, then all the rights and remedies of such agent, to the extent permitted by Applicable Law, shall vest in and be exercised by the Administrative Agent until appointment of a new agent.

12.9 Due Diligence and Non-Reliance. Each Lender acknowledges and agrees that it has, independently and without reliance upon Administrative Agent or any other Lenders, and based upon such documents, information and analyses as it has deemed appropriate, made its own credit analysis of each Obligor and its own decision to enter into this Agreement and to fund Loans and, where applicable, participate in LC Obligations hereunder. Each Secured Party has made such inquiries as it feels necessary concerning the Loan Documents, Collateral and Obligors. Each Secured Party acknowledges and agrees that the other Secured Parties have made no representations or warranties concerning any Obligor, any Collateral or the legality, validity, sufficiency or enforceability of any Loan Documents or Obligations. Each Secured Party will, independently and without reliance upon any other Secured Party, and based upon such financial statements, documents and information as it deems appropriate at the time, continue to make and rely upon its own credit decisions in making Loans and participating in LC Obligations, and in taking or refraining from any action under any Loan Documents. Except for notices, reports and other information expressly requested by a Lender, Administrative Agent shall have no duty or responsibility to provide any Secured Party with any notices, reports or certificates furnished to Administrative Agent by any Obligor or any credit or other information concerning the affairs, financial condition, business or Properties of any Obligor (or any of its Affiliates) which may come into possession of Administrative Agent or its Affiliates. Neither the Administrative Agent nor the Sustainability Structuring Agent: (a) makes any assurances whether the agreement meets any criteria or expectations of any Obligor or an Lender with regard to environmental or social impact and sustainability performance, or whether the facility including the characteristics of the relevant KPI metrics (including any environmental, social and sustainability criteria or any computation methodology) meet any industry standards for sustainability-linked credit facilities, or (b) has any responsibility for or liability in respect of reviewing, auditing or otherwise evaluating any calculation by any Obligor of the KPI metrics or any margin or fee adjustment (or any of the data or computations that are part of or related to any such calculation) set out

in any pricing certificate (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry, when implementing any pricing adjustment).

12.10 Remittance of Payments and Collections.

12.10.1. Remittances Generally. All payments by any Lender to the Administrative Agent shall be made by the time and on the day set forth in this Agreement, in immediately available funds. If no time for payment is specified or if payment is due on demand by the Administrative Agent and request for payment is made by the Administrative Agent by 11:00 a.m. on a Business Day, payment shall be made by Lender not later than 2:00 p.m. on such day, and if request is made after 11:00 a.m., then payment shall be made by 11:00 a.m. on the next Business Day. Payment by Administrative Agent to any Secured Party shall be made by wire transfer, in the type of funds received by Administrative Agent. Any such payment shall be subject to Administrative Agent's right of offset for any amounts due from such payee under the Loan Documents.

12.10.2. Failure to Pay. If any Secured Party fails to pay any amount when due by it to the Administrative Agent pursuant to the terms hereof, such amount shall bear interest from the due date until paid in full at the greater of the Federal Funds Rate or the rate determined by Administrative Agent as customary for interbank compensation for two (2) Business Days and thereafter at the Default Rate for Base Rate Loans. In no event shall Borrowers be entitled to receive credit for any interest paid by a Secured Party to Administrative Agent, nor shall any Defaulting Lender be entitled to interest on any amounts held by Administrative Agent pursuant to **Section 4.2**.

12.10.3. Recovery of Payments. If Administrative Agent pays any amount to a Secured Party in the expectation that a related payment will be received by Administrative Agent from an Obligor and such related payment is not received, then Administrative Agent may recover such amount from each Secured Party that received it. If Administrative Agent determines that an amount received by it must be returned or paid to an Obligor or other Person pursuant to Applicable Law or otherwise, then, notwithstanding any other term of any Loan Document, Administrative Agent shall not be required to distribute such amount to any Secured Party. If any amounts received and applied by Administrative Agent to any Obligations are later required to be returned by Administrative Agent pursuant to Applicable Law, each Lender shall pay to Administrative Agent, **on demand**, such Lender's Pro Rata share of the amounts required to be returned.

12.11 Individual Capacities. As a U.S. Revolver Lender, Wells Fargo shall have the same rights and remedies under the Loan Documents as any other U.S. Revolver Lender or Canadian Lender, as the case may be, and the terms "Lenders," "U.S. Revolver Lenders," "Canadian Lenders," "Required Lenders" or any similar term shall include Wells Fargo in its capacity as a U.S. Revolver Lender. Administrative Agent, Lenders and their Affiliates may accept deposits from, lend money to, provide Bank Products to, act as financial or other advisor to, and generally engage in any kind of business with, Obligors and their Affiliates, as if they were not Administrative Agent or Lenders hereunder, without any duty to account therefor to any Secured Party. In their individual capacities, Administrative Agent, Lenders and their Affiliates may receive information regarding Obligors, their Affiliates and their Account Debtors (including information subject to confidentiality obligations), and shall have no obligation to provide such information to any Secured Party.

12.12 Agent Titles. Each Lender, other than Wells Fargo, that is designated (on the cover page of this Agreement or otherwise) by Wells Fargo as an "Administrative Agent," "Arranger" or "Bookrunner" of any type shall not have any right, power, responsibility or duty under any Loan Documents other than those applicable to all Lenders, and shall in no event have any fiduciary duty to any Secured Party. Each Lender and other Secured Party hereby acknowledges that neither the

Sustainability Structuring Agent, the documentation agent nor any other Lender (or its Affiliate) designated as any "Agent" or "Arranger" on the cover page hereof (other than the Administrative Agent) has any liability hereunder other than in its capacity as a Lender.

12.13 Bank Product Providers. Each Secured Bank Product Provider, by delivery of a notice to Administrative Agent of a Bank Product, agrees to be bound by the Loan Documents, including **Sections 5.6**, **14.3.3** and this **Section 12**. Each Secured Bank Product Provider shall indemnify and hold harmless Agent Indemnitees, to the extent not reimbursed by Obligors, against all Claims that may be incurred by or asserted against any Agent Indemnitee in connection with such provider's Secured Bank Product Obligations.

12.14 Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrowers or any other Obligor, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefits Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the U.S. Revolver Commitments, the Canadian Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the U.S. Revolver Commitments, the Canadian 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 U.S. Revolver Commitments, the Canadian Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the U.S. Revolver Commitments, the Canadian 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 U.S. Revolver Commitments, the Canadian 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 either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of UNFI or any other Obligor, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the U.S. Revolver Commitments, the Canadian Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

12.15 Authorization to Enter into Loan Documents. By executing a signature page hereto (or to Amendment No. 1) or an Assignment and Acceptance, as applicable, each Lender authorizes the Administrative Agent to enter into each of the Closing Date Loan Documents (including, without limitation, the Intercreditor Agreement and each such agreement that constitutes a Security Document) and each Loan Document required to be entered into after the Closing Date, subject solely (i) in the case of the Intercreditor Agreement, to the Intercreditor Agreement complying with the requirements set forth in the definition thereof (which, as set forth more fully in such definition, requires the Administrative Agent to post the Intercreditor Agreement to Lenders under the circumstances set forth therein) and (ii) in the case of the Closing Date Security Documents, to the Closing Date Security Documents being consistent with the requirements set forth in the definition of Guarantee and Collateral Requirement as determined by the Administrative Agent acting reasonably; provided, that, in the case of clause (ii), the Administrative Agent may, but is not required to, post any Closing Date Security Document to the Lenders and if such Closing Date Security Document is not objected to by the Required Lenders within five (5) Business Days thereafter, the entry into such Closing Date Security Document by the Administrative Agent shall be deemed to fall within the scope of discretion provided to the Administrative Agent pursuant to this **Section 12.15**.

12.16 No Third Party Beneficiaries. This **Section 12** is an agreement solely among Secured Parties and Administrative Agent, and shall survive Full Payment of the Obligations. This **Section 12** does not confer any rights or benefits upon Borrowers or any other Person. As between Borrowers and Administrative Agent, any action that Administrative Agent may take under any Loan Documents or with respect to any Obligations shall be conclusively presumed to have been authorized and directed by Secured Parties.

SECTION 13. BENEFIT OF AGREEMENT; ASSIGNMENTS

13.1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrowers, Administrative Agent, Lenders, Secured Parties, and their respective successors and

assigns, except that (a) no Borrower shall have the right to assign its rights or delegate its obligations under any Loan Documents; and (b) any assignment by a Lender must be made in compliance with **Section 13.3**. Administrative Agent may treat the Person which made any Loan as the owner thereof for all purposes until such Person makes an assignment in accordance with **Section 13.3**. Any authorization or consent of a Lender shall be conclusive and binding on any subsequent transferee or assignee of such Lender.

13.2 Participations.

13.2.1. Permitted Participants; Effect. Subject to **Section 13.3.3**, any Lender may sell to a financial institution or other entity excluding Disqualified Institutions ("Participant") a participating interest in the rights and obligations of such Lender under any Loan Documents. Despite any sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for performance of such obligations, such Lender shall remain the holder of its Loans, U.S. Revolver Commitments and Canadian Commitments for all purposes, all amounts payable by Borrowers shall be determined as if such Lender had not sold such participating interests, and Borrowers and Administrative Agent shall continue to deal solely and directly with such Lender in connection with the Loan Documents. Each Lender shall be solely responsible for notifying its Participants of any matters under the Loan Documents, and Administrative Agent and the other Lenders shall not have any obligation or liability to any such Participant. The Borrowers agree that each Participant shall be entitled to the benefits of **Sections 3.7** and **3.9** and **5.9** to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to **Section 13.1** (it being understood that the documentation required under **Section 5.10** shall be delivered to the Lender who sells the participation); provided that such Participant (A) agrees to be subject to the provisions of **Sections 3.8** and **13.4** as if it were an assignee under **Section 13.1** and (B) shall not be entitled to receive any greater payment under **Section 3.7** or **5.9**, with respect to any participation, than the Lender from whom it acquired the applicable participation 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. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of **Section 5.9** unless Borrowers agree otherwise in writing. A Participant that would be a Canadian Lender if it were a Lender, and that is a non-resident of Canada for purposes of Part XIII of the Income Tax Act (Canada) (or lends to the Canadian Borrower hereunder from a lending office outside Canada) shall not be entitled to the benefits of **Section 5.9** unless the Canadian Borrower agrees otherwise in writing.

13.2.2. Voting Rights. Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, waiver or other modification of any Loan Documents other than that which forgives principal, interest or fees, reduces the stated interest rate or fees payable with respect to any Loan, U.S. Revolver Commitment or Canadian Commitment in which such Participant has an interest, postpones the Commitment Termination Date or any date fixed for any regularly scheduled payment of principal, interest or fees on such Loan, U.S. Revolver Commitment or Canadian Commitment, or releases any Borrower, Guarantor or substantially all Collateral.

13.2.3. Participant Register. Each Lender that sells a participation shall, acting as a non-fiduciary agent of Borrowers (solely for tax purposes), maintain a register in which it enters the Participant's name, address and interest in U.S. Revolver Commitments, Canadian Commitments, Loans (and stated interest) and LC Obligations. Entries in the register shall be conclusive, absent manifest error, and such Lender shall treat each Person recorded in the register as the owner of the participation for all purposes, notwithstanding any notice to the contrary. No Lender shall have an obligation to disclose any

information in such register except to the extent necessary to establish that a Participant's interest is in registered form under the Code.

13.2.4. Benefit of Setoff. Borrowers agree that each Participant shall have a right of setoff in respect of its participating interest to the same extent as if such interest were owing directly to a Lender, and each Lender shall also retain the right of setoff with respect to any participating interests sold by it. By exercising any right of setoff, a Participant agrees to share with Lenders all amounts received through its setoff, in accordance with **Section 12.5** as if such Participant were a Lender.

13.3 Assignments.

13.3.1. Permitted Assignments. A Lender may assign to an Eligible Assignee any of its rights and obligations under the Loan Documents, as long as (a) each assignment is of a constant, and not a varying, percentage of the transferor Lender's rights and obligations under the Loan Documents and, in the case of a partial assignment, is in a minimum principal amount of U.S.$10,000,000 (unless otherwise agreed by Administrative Agent in its discretion) and integral multiples of U.S.$5,000,000 in excess of that amount (or, in the case of the FILO Loans, is in a minimum principal amount of U.S.$5,000,000 (unless otherwise agreed by Administrative Agent in its discretion) and integral multiples of U.S.$1,000,000 in excess of that amount); (b) except in the case of an assignment in whole of a Lender's rights and obligations, the aggregate amount of (i) the U.S. Revolver Commitments retained by the transferor Lender is at least U.S.$10,000,000 (unless otherwise agreed by Administrative Agent in its discretion) and (ii) the Canadian Commitments retained by the transferor Lender is equal to an amount such that the ratio of the U.S. Revolver Commitments retained by the transferor Lender to the Canadian Commitments retained by the transferor Lender is equal to the ratio that existed prior to such assignment; and (c) the parties to each such assignment shall execute and deliver to Administrative Agent, for its acceptance and recording, an Assignment and Acceptance. Nothing herein shall limit the right of a Lender to pledge or assign any rights under the Loan Documents to secure obligations of such Lender, including a pledge or assignment to a Federal Reserve Bank; provided, however, that no such pledge or assignment shall release such Lender from its obligations hereunder nor substitute the pledgee or assignee for such Lender as a party hereto; provided, further, however, unless otherwise consented to by UNFI in writing, no assignment shall be made to a Disqualified Institutions.

13.3.2. Effect; Effective Date. Upon delivery to Administrative Agent of an assignment notice in the form of **Exhibit D** and a processing fee of U.S.$3,500 (unless otherwise agreed by Administrative Agent in its discretion), the assignment shall become effective as specified in the notice, if it complies with this **Section 13.3**. From such effective date, the Eligible Assignee shall for all purposes be a Lender under the Loan Documents, and shall have all rights and obligations of a Lender thereunder. Upon consummation of an assignment, the transferor Lender, Administrative Agent and Borrowers shall make appropriate arrangements for issuance of replacement and/or new Notes, as applicable. The transferee Lender shall comply with **Section 5.10** and deliver, upon request, an administrative questionnaire satisfactory to Administrative Agent.

13.3.3. Certain Assignees. No assignment or participation may be made to a Borrower, Affiliate of a Borrower, Defaulting Lender or natural person. Any assignment by a Defaulting Lender shall be effective only upon payment by the Eligible Assignee or Defaulting Lender to the Administrative Agent of an aggregate amount sufficient, upon distribution (through direct payment, purchases of participations, or other compensating actions as Administrative Agent deems appropriate), to satisfy all funding and payment liabilities then owing by the Defaulting Lender hereunder. If an assignment by a Defaulting Lender shall become effective under Applicable Law for any reason without compliance with

the foregoing sentence, then the assignee shall be deemed a Defaulting Lender for all purposes until such compliance occurs.

13.3.4. Register. The Administrative Agent, acting as a non-fiduciary agent of Borrowers (solely for tax purposes), shall maintain at one of its offices in the United States (a) a copy (or electronic equivalent) of each Assignment and Acceptance delivered to it, and (b) a register for recordation of the names and addresses of the Lenders, and the U.S. Revolver Commitments and Canadian Commitments of, and principal amounts (and stated interest) of the Loans and LC Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). Entries in the register shall be conclusive, absent manifest error, and Borrowers, Administrative Agent, and Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes under the Loan Documents, notwithstanding any notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

13.4 Replacement of Certain Lenders. If (a) any Lender gives a notice under **Section 3.5** or requests compensation under **Section 3.7**, or if any Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Governmental Authority for the account of any Lender pursuant to **Section 5.9** and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with **Section 3.8**, or (b) any Lender is a Defaulting Lender or a Non-Consenting Lender, then UNFI may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, **Section 13.3**), all of its interests, rights (other than its existing rights to payments pursuant to **Section 3.7** and **Section 5.9**) and obligations under this Agreement and the related Loan Documents to an Eligible 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 paid to the Administrative Agent the processing fee (if any) specified in **Section 13.3.2**;

(ii) such Lender shall have received payment of an amount equal to 100% of the outstanding principal of its Loans and participations in unpaid drawings under Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under **Section 3.9**) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under **Section 3.7** or payments required to be made pursuant to **Section 5.9**, such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with Applicable Law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling UNFI to require such assignment and delegation cease to apply.

SECTION 14. MISCELLANEOUS

14.1 Consents, Amendments and Waivers.

14.1.1. Amendment. No modification of any Loan Document (other than the Fee Letters), including any extension or amendment of a Loan Document or any waiver of a Default or Event of Default, shall be effective unless in writing and signed by the Required Lenders and UNFI or the other applicable Obligors, and acknowledged by the Administrative Agent, other than in the case of an amendment contemplated by **Section 3.6** or **Section 10.2.12**; and each Obligor party to such Loan Document;provided, however, that

(a) (i) without the prior written consent of the Administrative Agent, no modification shall be effective with respect to any provision in a Loan Document that relates to any rights, duties or discretion of the Administrative Agent and (ii) without the prior written consent of the Lender of any Swingline Loan, no modification shall be effective with respect to any provision in a Loan Document that relates to any rights, duties or discretion of such Lender of any Swingline Loan;

(b) without the prior written consent of the applicable Issuing Bank, no modification shall be effective with respect to any LC Obligations, **Section 2.3** or any other provision in a Loan Document that relates to any rights, duties or discretion of such Issuing Bank;

(c) without the prior written consent of each affected Lender, including a Defaulting Lender, no modification shall be effective that would (i) increase the U.S. Revolver Commitment ~~or~~, Canadian Commitment or FILO Commitment of any such Lender; (ii) reduce the amount of, or waive or delay payment of, any principal, interest or fees payable to such Lender (except as provided in **Section 4.2**); provided, however, that for the purposes of this clause (ii) (but subject to clause (e) of this Section), only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate"; (iii) extend the Termination Date; or (iv) amend this clause (c);

(d) (i) without the prior written consent of all affected Lenders (except any Defaulting Lender), no modification shall be effective that would (A) except as expressly permitted herein or in any other Loan Document, subordinate the Liens securing the Obligations; (B) amend the definitions of (~~x~~u) Pro Rata, (~~y~~v) Required Lenders, (w) Required Revolver Lenders, (x) Required FILO Lenders (y) Supermajority Lenders or (z) Supermajority FILO Lenders; (C) other than as expressly contemplated by the Intercreditor Agreement, release all or substantially all of the Collateral; (D) except in connection with a

merger, disposition or similar transaction expressly permitted hereby, release substantially all of the Obligors from liability for any Obligations; (E) amend **Section 14.19**; (F) amend provisions herein relating to the Pro Rata treatment of (x) payments or (y) reductions in the U.S. Revolver Commitments ~~or~~, Canadian Commitments~~;~~ o r FILO Commitments; (G) increase any advance rate~~;~~ (it being acknowledged that the FILO Lenders shall be deemed to be affected Lenders in the case of any increase to the advance rates under the Borrowing Base); or (H) amend any other provision of this Agreement specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder without the written consent of each affected Lender;

~~(d)~~ (ii) without the written consent of the Supermajority Lenders and the Supermajority FILO Lenders, no modification shall be effective that would amend the definitions of Aggregate Borrowing Base, U.S. Revolver Borrowing Base, Canadian Borrowing Base or FILO Borrowing Base (or any defined term used in such definition) if (1) such modification would amend the definition or calculation of the FILO Pushdown Reserve (and such consent requirement shall also be deemed applicable to any modification to this Agreement modifying the requirement to implement and maintain such reserve pursuant to **Section 10.1.13**), in each case, in any manner adverse to the FILO Lenders or (2)as a result thereof the credit available to the Borrowers would be increased, except that any increase to any advance rate used in or applicable to any such definition shall be subject to clause (d)(i)(G) of this **Section 14.1.1**; (it being understood that this clause (~~d~~ii) shall not (x) limit the adjustment by the Administrative Agent of the Availability Reserves in the Administrative Agent's administration of the Loans as otherwise permitted by this Agreement or (y) prevent the Administrative Agent, in its administration of the Loans, from restoring any component of the Aggregate Borrowing Base, U.S. Revolver Borrowing Base, Canadian Borrowing Base or FILO Borrowing Base that had been lowered by the Administrative Agent back to the value of such component, as stated in this Agreement, or to an intermediate value); ~~and~~

(iii) without the prior written consent of all affected Lenders, alter **Section 5.6.2** or this **Section 14.1**; and

(iv) without the consent of the Supermajority Lenders and the Supermajority FILO Lenders, amend **Section 2.1.5** to increase the amount of permitted Overadvances or the period in which such Overadvances may remain outstanding;

(e) with regard to any consent, amendment, modification, waiver or other accommodation that would otherwise be effected hereunder with Required Lender or Supermajority Lender consent, if any such consent, amendment, modification, waiver or other accommodation would directly negatively modify the rights and remedies of the FILO Lenders in a manner differently or disproportionately to the affect thereof on the rights and remedies of the Revolver Lenders, such consent, amendment, modification, waiver or

other accommodation shall also require the consent of the Required FILO Lenders or Supermajority FILO Lenders, as applicable;

(f) without the consent of each FILO Lender, (x) amend the definition of Required FILO Lenders or Supermajority FILO Lenders or (y) amend this clause (f);

(g) without the consent of the Required FILO Lenders, enter into any other consent, amendment, modification, waiver or other accommodation relating (i) specifically to the terms of the FILO Facility hereunder or (ii) this clause (g);

(h) ~~(e)~~ without the prior written consent of a Secured Bank Product Provider, no modification shall be effective that affects its relative payment priority under **Section 5.6.2**; ~~and~~

(i) ~~(f)~~ the Administrative Agent and the applicable Obligors may amend, restate, amend and restate or otherwise modify the Intercreditor Agreement as provided therein~~.~~; and

(j) ~~Notwithstanding~~notwithstanding anything herein or in any of the other Loan Documents to the contrary:

(~~a~~1) if the Administrative Agent and UNFI have jointly identified any ambiguity, mistake, defect, inconsistency, obvious error or any error or omission of a technical nature or any necessary or desirable technical change, in each case, in any provision of any Loan Document, then the Administrative Agent and UNFI shall be permitted, without the consent of any other party hereto, to amend such provision solely to address such matter as reasonably determined by them acting jointly; provided, that (x) the Administrative Agent may, but is not required to, post any such amendment to the Lenders and if such amendment is not objected to by the Required Lenders within five (5) Business Days thereafter such amendment shall be deemed to fall within the scope of discretion provided to the Administrative Agent and UNFI under this paragraph and (y) any such amendment shall become binding on the parties hereto upon delivery to the Borrowers and Lenders of a copy thereof executed by the Administrative Agent and acknowledged by UNFI, and

(~~b~~2) only the consent of UNFI, Administrative Agent and applicable Issuing Bank(s) shall be required to increase the LC Sublimit and any such Issuing Bank's U.S. Letter of Credit Commitment or Canadian Letter of Credit Commitment, so long as, in all cases, (x) the resulting LC Sublimit is less than the U.S. Revolver Commitments or Canadian Commitments, as applicable, (y) the resulting LC Sublimit is no greater than the sum of each Issuing Bank's U.S. Letter of Credit Commitment and Canadian Letter of Credit Commitment, and (z) the resulting U.S. Letter of Credit Commitment and Canadian Letter of Credit Commitment of each Issuing Bank is no more than such Person's (or its Affiliate entity that is a Lender) U.S. ~~Revolving~~Revolver Commitment or Canadian Commitment, as applicable;

(~~c~~3) only the consent of the Sustainability Structuring Agent, the Administrative Agent, the Borrowers and the Required Revolver Lenders shall be required to enter into any ESG Amendment, so long as such ESG Amendment is in accordance with the terms and conditions of **Section 2.2**;

(~~d~~4) only the consent of the Administrative Agent, Borrowers and Lenders providing a FILO Tranche shall be required to amend this Agreement so long as the terms of such amendment would have

been permitted to be implemented without the consent of the Lenders (other than the FILO Lenders) as part of the establishment of a FILO Tranche in accordance the provisions of **Section 2.1.7(b)**; and

(~~e~~5) (i) no amendment, waiver or consent shall, unless in writing and signed by the Issuing Bank in addition to the Lenders required above, affect the rights or duties of the Issuing Bank under this Agreement or any LC Document relating to any Letter of Credit issued or to be issued by it; (ii) no amendment, waiver or consent shall, unless in writing and signed by the Swingline Lender in addition to the Lenders required above, affect the rights or duties of the Swingline Lender under this Agreement; (iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above, affect the rights or duties of the Administrative Agent under this Agreement or any other Loan Document; (iv) no amendment, waiver or consent shall, unless in writing and signed by the Sustainability Structuring Agent in addition to the Lenders required above, affect the rights or duties of the Sustainability Structuring Agent under this Agreement or any other Loan Document; and (v) the Fee Letters may be amended, or rights or privileges thereunder waived, in a writing executed only by the Administrative Agent and the parties thereto.

14.1.2. Limitations. The agreement of Borrowers shall not be necessary to the effectiveness of any modification of a Loan Document that deals solely with the rights and duties of Lenders, Administrative Agent and/or Issuing Banks as among themselves. Only the consent of the parties to a Bank Product shall be required for any modification of such agreement, and no Bank Product provider (in such capacity) shall have any right to consent to modification of any Loan Document other than its Bank Product agreement. Any waiver or consent granted by Administrative Agent or Lenders hereunder shall be effective only if in writing and only for the matter specified.

14.1.3. Payment for Consents. No Borrower will, directly or indirectly, pay any remuneration or other thing of value, whether by way of additional interest, fee or otherwise, to any Lender (in its capacity as a Lender hereunder) as consideration for agreement by such Lender with any modification of any Loan Documents, unless such remuneration or value is concurrently paid, on the same terms, on a Pro Rata basis to all Lenders providing their consent.

14.2 Indemnity. EACH BORROWER SHALL INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES AGAINST ANY CLAIMS INCURRED BY OR ASSERTED AGAINST ANY INDEMNITEE, INCLUDING CLAIMS ASSERTED BY ANY OBLIGOR OR OTHER PERSON. In no event shall any party to a Loan Document have any obligation thereunder to indemnify or hold harmless an Indemnitee with respect to a Claim that is the result from (i) the gross negligence or willful misconduct of such Indemnitee, (ii) any material breach of the obligations of such Indemnitee or any of its Affiliates or related parties (as determined in a final non-appealable judgment in a court of competent jurisdiction) or (iii) any dispute among Indemnitees (or their respective Affiliates or related parties) that does not involve an act or omission by the Borrowers or any of the Subsidiaries (other than any claims against an Administrative Agent or a Lead Arranger in their capacity as such). For the avoidance of doubt, this **Section 14.2** shall not apply to any Claim on account of Taxes governed by (or excluded from the application of) **Sections 3.7** or **5.9**. Notwithstanding the foregoing, in no case shall a Canadian Obligor have any obligation to indemnify or hold harmless an Indemnitee with respect to claims or liabilities of or against any U.S. Obligor. Each Indemnitee agrees (by accepting the benefits hereof), severally and not jointly, to refund and return any and all amounts paid by any Borrower or any of the Subsidiaries under this **Section 14.2** to such Indemnitee to the extent such Indemnitee is not entitled to payment of such amounts in accordance with the terms hereof. Each Indemnitee shall, in consultation with UNFI, take all reasonable steps to mitigate any losses, Claims, damages, liabilities and expenses and shall give (subject to confidentiality or legal restrictions) such information and assistance to UNFI as it may reasonably request in connection with any proceedings.

14.3 Notices and Communications.

14.3.1. Notice Address. Subject to **Section 4.1.4**, all notices and other communications by or to a party hereto shall be in writing and shall be given to any Borrower, at UNFI's address shown on the signature pages hereof, and to any other Person at its address shown on the signature pages hereof (or, in the case of a Person who becomes a Lender after the Closing Date, at the address shown on its Assignment and Acceptance), or at such other address as a party may hereafter specify by notice in accordance with this **Section 14.3**. Each such notice or other communication shall be effective only (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received; (b) if given by mail, three (3) Business Days after deposit in the U.S. mail, with first-class postage pre-paid, addressed to the applicable address; (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged or (d) if given by email, when sent absent receipt of a failure to deliver notice within thirty (30) minutes of such notice or communication being sent (it being understood that an "out of office" reply does not constitute a failure to deliver notice for this purpose). Notwithstanding the foregoing, no notice to Administrative Agent pursuant to **Section 2.1.4, 2.3, 3.1.2**, or **4.1.1** shall be effective until actually received by the individual to whose attention such notice is required to be sent. Any written notice or other communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. Any notice received by UNFI shall be deemed received by all Borrowers.

14.3.2. Electronic Communications; Voice Mail. Electronic and telephonic communications (including e-mail, messaging, voice mail and websites) may be used. Secured Parties make no assurance as to the privacy or security of electronic or telephonic communications. Voice mail shall not be effective notices under the Loan Documents.

14.3.3. Platform. Borrower Materials shall be delivered pursuant to procedures approved by Administrative Agent, including electronic delivery (if possible) upon request by Administrative Agent to an electronic system maintained by Administrative Agent ("Platform"). Borrowers shall notify Administrative Agent of each posting of Borrower Materials on the Platform and the materials shall be deemed received by Administrative Agent only upon its receipt of such notice. Borrower Materials and other information relating to this credit facility may be made available to Secured Parties on the Platform, and Obligors and Secured Parties acknowledge that "public" information is not segregated from material non-public information on the Platform. The Platform is provided "as is" and "as available." Administrative Agent does not warrant the accuracy or completeness of any information on the Platform nor the adequacy or functioning of the Platform, and expressly disclaims liability for any errors or omissions in the Borrower Materials or any issues involving the Platform. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT WITH RESPECT TO BORROWER MATERIALS OR THE PLATFORM. Secured Parties acknowledge that Borrower Materials may include material non-public information of Obligors and should not be made available to any personnel who do not wish to receive such information or who may be engaged in investment or other market-related activities with respect to any Obligor's securities. No Agent Indemnitee shall have any liability to Borrowers, Secured Parties or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) relating to use by any Person of the Platform, including any unintended recipient, nor for delivery of Borrower Materials and other information via the Platform, internet, e-mail or any other electronic platform or messaging system.

14.3.4. Non-Conforming Communications. Administrative Agent and Lenders may rely upon any communications purportedly given by or on behalf of any Borrower even if they were not made

in a manner specified herein, were incomplete or were not confirmed, or if the terms thereof, as understood by the recipient, varied from a later confirmation. Each Borrower shall indemnify and hold harmless each Indemnitee from any liabilities, losses, costs and expenses arising from any electronic or telephonic communication purportedly given by or on behalf of a Borrower.

14.4 Performance of Borrowers' Obligations. Following the occurrence and during the continuance of an Event of Default, Administrative Agent may, in its discretion at any time and from time to time, at Borrowers' expense, pay any amount or do any act required of a Borrower under any Loan Documents or otherwise lawfully requested by Administrative Agent to (a) enforce any Loan Documents or collect any Obligations; (b) protect, insure, maintain or realize upon any Collateral; or (c) defend or maintain the validity or priority of Administrative Agent's Liens in any Collateral, including any payment of a judgment, insurance premium, warehouse charge, finishing or processing charge, or landlord claim, or any discharge of a Lien. All reasonably documented, out-of-pocket payments, costs and expenses (including Extraordinary Expenses and reasonable attorney costs of one counsel for all Indemnitees and, if necessary, one firm of local counsel in each appropriate jurisdiction (which may include a single special counsel acting in multiple jurisdictions) for all Indemnitees (and, in the case of an actual or perceived conflict of interest, where the Indemnitee affected by such conflict informs the Borrowers of such conflict and thereafter retains its own counsel, of another firm of counsel for such affected Indemnitee)) of Administrative Agent under this Section shall be reimbursed to Administrative Agent by Borrowers, **on demand**, with interest from the date incurred until paid in full, at the Default Rate applicable to Base Rate Loans. Any payment made or action taken by Administrative Agent under this Section shall be without prejudice to any right to assert an Event of Default or to exercise any other rights or remedies under the Loan Documents. Notwithstanding the foregoing, in no case shall a Canadian Obligor have any obligation to reimburse the Agent for any payments, costs, or expenses with respect to a U.S. Obligor.

14.5 Credit Inquiries. Administrative Agent and Lenders may (but shall have no obligation to) respond to usual and customary credit inquiries from third parties concerning any Obligor or Subsidiary.

14.6 Severability. Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be valid under Applicable Law. If any provision is found to be invalid under Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of the Loan Documents shall remain in full force and effect.

14.7 Cumulative Effect; Conflict of Terms. The provisions of the Loan Documents are cumulative. The parties acknowledge that the Loan Documents may use several limitations or measurements to regulate similar matters, and they agree that these are cumulative and that each must be performed as provided. Except as otherwise provided in another Loan Document (by specific reference to the applicable provision of this Agreement), if any provision contained herein is in direct conflict with any provision in another Loan Document, the provision herein shall govern and control.

14.8 Counterparts; Execution. Any Loan Document may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any Loan Document by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such agreement. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. The Administrative Agent reserves

the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on any Loan Document. Upon request by Administrative Agent, any electronic signature or delivery shall be promptly followed by a manually executed or paper document.

14.9 Time is of the Essence. Except as otherwise expressly provided to the contrary herein or in another Loan Document, time is of the essence with respect to all Loan Documents and Obligations.

14.10 Relationship with Lenders. The obligations of each Lender hereunder are several, and no Lender shall be responsible for the obligations or U.S. Revolver Commitments or Canadian Commitments of any other Lender. Amounts payable hereunder to each Lender shall be a separate and independent debt. It shall not be necessary for Administrative Agent or any other Lender to be joined as an additional party in any proceeding for such purposes. Nothing in this Agreement and no action of Administrative Agent, Lenders or any other Secured Party pursuant to the Loan Documents or otherwise shall be deemed to constitute Administrative Agent and any Secured Party to be a partnership, association, joint venture or any other kind of entity, nor to constitute control of any Obligor.

14.11 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated by any Loan Document, Borrowers acknowledge and agree that (a)(i) this credit facility and any related arranging or other services by Administrative Agent, Sustainability Structuring Agent, any Lender, any of their Affiliates or any arranger are arm's-length commercial transactions between Borrowers and their Affiliates, on one hand, and Administrative Agent, Sustainability Structuring Agent, any Lender, any of their Affiliates or any arranger, on the other hand; (ii) Borrowers have consulted their own legal, accounting, regulatory and tax advisors to the extent they have deemed appropriate; and (iii) Borrowers are capable of evaluating, and understand and accept, the terms, risks and conditions of the transactions contemplated by the Loan Documents; (b) each of Administrative Agent, Sustainability Structuring Agent, Lenders, their Affiliates and any arranger is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for Borrowers, any of their Affiliates or any other Person, and has no obligation with respect to the transactions contemplated by the Loan Documents except as expressly set forth therein; and (c) Administrative Agent, Sustainability Structuring Agent, Lenders, their Affiliates and any arranger may be engaged in a broad range of transactions that involve interests that differ from those of Borrowers and their Affiliates, and have no obligation to disclose any of such interests to Borrowers or their Affiliates. To the fullest extent permitted by Applicable Law, each Borrower hereby waives and releases any claims that it may have against Administrative Agent, Sustainability Structuring Agent Lenders, their Affiliates and any arranger with respect to any breach of agency or fiduciary duty in connection with any transaction contemplated by a Loan Document.

14.12 Confidentiality. Each of Administrative Agent, Lenders and Issuing Banks shall maintain the confidentiality of all Information (as defined below), except that Information may be disclosed (a) to its Affiliates, and to its and their respective directors, officers, agents, employees, attorneys, accountants and advisors, and to their respective Affiliates involved in the Transaction on a "need to know" basis and who are made aware of the confidential nature of such information and have been advised of this obligation to keep information of this type confidential; provided, that Administrative Agent, Lender or Issuing Bank shall remain liable for the breach of the provisions of this paragraph by such directors, officers, agents, employees, attorneys, accountants and advisors, (b) on a confidential basis to any bona fide potential Lender, prospective participant or swap counterparty (in each case, other than a Disqualified Institution and other persons to whom UNFI has affirmatively declined to consent to the syndication or assignment thereto prior to the disclosure of such confidential Information to such Person) that agrees to keep such information confidential in accordance with (x) the provisions of this paragraph for the benefit of UNFI or (y) other customary confidentiality language in a "click-through" arrangement, (c) as required by the order of any court or administrative agency or in any

pending legal, judicial or administrative proceeding, or otherwise as required by Applicable Law, regulation or compulsory legal process (in which case the Administrative Agent, Lender or Issuing Bank agrees to use commercially reasonable efforts to inform UNFI promptly thereof to the extent lawfully permitted to do so (except with respect to any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority)), (d) to the extent requested by any bank regulatory authority having jurisdiction over Administrative Agent, Lender or Issuing Bank (including in any audit or examination conducted by bank accountants or any self-regulatory authority or governmental or regulatory authority exercising examination or regulatory authority), (e) to the extent such Information: (i) becomes publicly available other than as a result of a breach of this Agreement or other confidential obligation owed by Administrative Agent, Lender or Issuing Bank to the Borrowers or any of the Subsidiaries, Supervalu or any of their respective Affiliates or (ii) becomes available to the Administrative Agent, Lender or Issuing Bank on a non-confidential basis from a source other than UNFI or on its behalf that, to Administrative Agent, Lender or Issuing Bank's knowledge (after due inquiry), is not in violation of any confidentiality obligation owed to any Borrower or any of the Subsidiaries, Supervalu or any of their respective Affiliates, (f) to the extent UNFI shall have consented to such disclosure in writing (which may include through electronic means), (g) financings for purposes of establishing any defense available under securities laws, including, without limitation, establishing a "due diligence" defense or to defend any claim related to this Agreement, (h) to the extent independently developed by Administrative Agent, Lender or Issuing Bank without reliance on confidential Information, or (i), solely with respect to the existence of this credit facility, to market data collectors, similar services providers to the lending industry, and service providers to the Administrative Agent and the Lenders in connection with the administration and management of this credit facility. As used herein, "Information" means all information received from an Obligor or Subsidiary relating to it or its business other than any such information that is available to Administrative Agent or any Lender on a nonconfidential basis. Any Person required to maintain the confidentiality of Information pursuant to this Section shall be deemed to have complied if it exercises a degree of care similar to that which it accords its own confidential information.

14.13 Judgment Currency. If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or any other Loan Document in one currency into another currency, the rate of exchange used shall be that at which in accordance with normal banking procedures the Administrative Agent could purchase the first currency with such other currency on the Business Day preceding that on which final judgment is given. The obligation of each Borrower in respect of any such sum due from it to the Administrative Agent or any Lender hereunder or under the other Loan Documents shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than that in which such sum is denominated in accordance with the applicable provisions of this Agreement (the "Agreement Currency"), be discharged only to the extent that on the Business Day following receipt by the Administrative Agent or such Lender, as the case may be, of any sum adjudged to be so due in the Judgment Currency, the Administrative Agent or such Lender, as the case may be, may in accordance with normal banking procedures purchase the Agreement Currency with the Judgment Currency. If the amount of the Agreement Currency so purchased is less than the sum originally due to the Administrative Agent or any Lender from any Borrower in the Agreement Currency, such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against such loss. If the amount of the Agreement Currency so purchased is greater than the sum originally due to the Administrative Agent or any Lender in such currency, the Administrative Agent or such Lender, as the case may be, agrees to return the amount of any excess to such Borrower (or to any other Person who may be entitled thereto under Applicable Law).

14.14 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF

THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

14.15 Consent to Forum. EACH BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN OR WITH JURISDICTION OVER NEW YORK, IN ANY PROCEEDING OR DISPUTE RELATING IN ANY WAY TO ANY LOAN DOCUMENTS, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE BROUGHT BY IT SOLELY IN ANY SUCH COURT. EACH BORROWER IRREVOCABLY WAIVES ALL CLAIMS, OBJECTIONS AND DEFENSES THAT IT MAY HAVE REGARDING SUCH COURT'S PERSONAL OR SUBJECT MATTER JURISDICTION, VENUE OR INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 14.3.1. Nothing herein shall limit the right of Administrative Agent or any Lender to bring proceedings against any Obligor in any other court, nor limit the right of any party to serve process in any other manner permitted by Applicable Law. Nothing in this Agreement shall be deemed to preclude enforcement by Administrative Agent of any judgment or order obtained in any forum or jurisdiction.

14.16 Waivers by Borrowers. To the fullest extent permitted by Applicable Law, each Borrower waives (a) the right to trial by jury (which Administrative Agent and each Lender hereby also waives) in any proceeding or dispute of any kind relating in any way to any Loan Documents, Obligations or Collateral; (b) presentment, demand, protest, notice of presentment, default, non-payment, maturity, release, compromise, settlement, extension or renewal of any commercial paper, accounts, documents, instruments, chattel paper and guaranties at any time held by Administrative Agent on which a Borrower may in any way be liable, and hereby ratifies anything Administrative Agent may do in this regard; (c) notice prior to taking possession or control of any Collateral; (d) any bond or security that might be required by a court prior to allowing Administrative Agent to exercise any rights or remedies; (e) the benefit of all valuation, appraisement and exemption laws; (f) any claim against Administrative Agent, any Issuing Bank or any Lender, on any theory of liability, for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages) in any way relating to any Enforcement Action, Obligations, Loan Documents or transactions relating thereto; and (g) notice of acceptance hereof. Each Borrower acknowledges that the foregoing waivers are a material inducement to Administrative Agent, Issuing Banks and Lenders entering into this Agreement and that they are relying upon the foregoing in their dealings with Borrowers. Each Borrower has reviewed the foregoing waivers with its legal counsel and has knowingly and voluntarily waived its jury trial and other rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court. Without limiting the generality of the foregoing, or of any other waiver or other provision set forth in this Agreement, each Obligor hereby absolutely, knowingly, unconditionally, and expressly waives any and all claim, defense or benefit arising directly or indirectly under any one or more of Sections 2787 to 2855 inclusive of the California Civil Code or any similar law of California.

14.17 Patriot Act Notice. Administrative Agent and Lenders hereby notify Borrowers that pursuant to the Patriot Act, Administrative Agent and Lenders are required to obtain, verify and record information that identifies each Borrower, including its legal name, address, tax ID number and other information that will allow Administrative Agent and Lenders to identify it in accordance with the Patriot Act. Administrative Agent and Lenders will also require information regarding each personal guarantor, if any, and may require information regarding Borrowers' management and owners, such as legal name, address, social security number and date of birth. The Borrowers shall, promptly following a request by Administrative Agent or any Lender, provide all documentation and other information that Administrative Agent or such Lender requests in order to comply with its ongoing obligations under

applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

14.18 Waiver of Sovereign Immunity. To the extent the Canadian Borrower or any other Borrower that is a Canadian Subsidiary has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether from service or notice, attachment prior to judgment, attachment in aid of execution of a judgment, execution or otherwise), the Canadian Borrower (and any other Borrower that is a Canadian Subsidiary) hereby irrevocably waives, to the fullest extent permissible under Applicable Law, such immunity in respect of its obligations under the Loan Documents, and agrees not to assert any such right of immunity in any such proceeding, whether in the United States and Canada or elsewhere. Without limiting the generality of the foregoing, each such Canadian Obligor further agrees that the waivers set forth in this **Section 14.18** shall have the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States and are intended to be irrevocable for purposes of such Act.

14.19 Pari Passu Treatment.

(a) Notwithstanding anything to the contrary set forth herein, the Administrative Agent may and, upon the request of the Required Lenders, shall, upon notice to each applicable Lender, effect the remaining provisions of this **Section 14.19** by causing each payment or prepayment of principal and interest received after the occurrence and during the continuance of an Event of Default hereunder to be distributed pari passu among the Lenders (in each case, to the extent such Lenders are then entitled to receive payment thereon pursuant to **Section 5.6.2**), in accordance with (i) in the case of the Revolver Lenders, the aggregate outstanding principal amount of the Obligations owing to each such Revolver Lender divided by the Total Outstandings and (ii) in the case of the FILO Lenders, the aggregate outstanding principal amount of the FILO Loans owing to each such Lender divided by the aggregate outstanding FILO Obligations. Such notice shall also attach a schedule setting forth (x) the Total Outstandings at such time including a breakdown of the Total U.S. Revolver Outstandings and the Total Canadian Outstandings and (y) the outstanding amount of the FILO Loans. Nothing in this **Section 14.19** shall constitute a guarantee by any Obligor of the obligations of any other Obligor.

(b) Following the occurrence and during the continuance of any Event of Default or acceleration of the Loans pursuant to **Section 11.2** and receipt of a notice from the Administrative Agent pursuant to clause (a) above, each Lender agrees that if it shall, through the exercise of a right of banker’s lien, setoff or counterclaim against any Borrower (pursuant to **Section 11.4** or otherwise), including a secured claim under Section 506 of the Bankruptcy Code of the United States or other security or interest arising from or in lieu of, such secured claim, received by such Lender under the Bankruptcy Code, or any other insolvency, debtor relief or debt adjustment law or otherwise, obtain payment (voluntary or involuntary) in respect of the Loans, Letters of Credit, LC Obligations and other Obligations held by it (x) to which it was not entitled pursuant to **Section 5.6.2** or (y) as a result of which the unpaid principal portion of the Obligations held by it shall be proportionately less than the unpaid principal portion of the Obligations held by any other Lender so entitled to payment thereof at such time, it shall be deemed to have simultaneously purchased from such Lenders entitled to such payment or other such Lender

receiving less than its proportionate share of such payment, as applicable, a participation in the Obligations held by such other Lender, so that the aggregate unpaid principal amount of the Obligations and/or participations in Obligations held by each applicable Lender shall be in the same proportion to the aggregate unpaid principal amount of the Obligations then outstanding as the principal amount of the Obligations held by it prior to such exercise of banker's lien, setoff or counterclaim was to the principal amount of all Obligations outstanding prior to such exercise of banker's lien, setoff or counterclaim; provided, however, that if any such purchase or purchases or adjustments shall be made pursuant to this **Section 14.19** and the payment giving rise thereto shall thereafter be recovered, such purchase or purchases or adjustments shall be rescinded to the extent of such recovery and the purchase price or prices or adjustments restored without interest.

(c) Following the occurrence and during the continuance of any Event of Default or acceleration of the Loans pursuant to **Section 11.2**, each Lender agrees that, upon notice from the Administrative Agent to such Lender, which notice shall be provided upon the request of the Required Lenders or may be provided by the Administrative Agent in its sole discretion, (i) each such Revolver Lender shall be deemed to have purchased from each other Revolver Lender a participation in the risk associated with the Obligations ~~held by such other~~(other than the FILO Obligations) held by each other Revolver Lender and (ii) each FILO Lender shall be deemed to have purchased from each other FILO Lender, a participation in the risk associated with the FILO Obligations held by each other FILO Lender, so that the aggregate principal amount of the Obligations (other than FILO Obligations) held by each Revolver Lender and the FILO Obligations held by each FILO Lender shall be equivalent to such Lender's respective Pro Rata share of the such Obligations. Upon demand by the Administrative Agent, made at the request of the Required Lenders, each Revolver Lender or FILO Lender that has purchased such participation (a "Purchasing Lender") shall pay the amount of such participation to the Administrative Agent for the account of each Revolver Lender or FILO Lender whose outstanding ~~Loans and participations in LC~~ Obligations exceed their respective Pro Rata share of ~~the~~such respective Obligations. Any such participation may, at the option of such Purchasing Lender, be paid in U.S. Dollars or, solely in the case of the Revolver Lenders, Canadian Dollars, as the case may be (in an amount equal to the then applicable U.S. Dollar Equivalent amount of such participation) and such payment shall be converted by the Administrative Agent at the exchange rate into the currency of the Loan or LC Obligation in which such participation is being purchased. The Borrowers agree to indemnify each Purchasing Lender for any loss, cost or expense incurred by such Purchasing Lender as a result of any payment on account of such participation in a currency other than that funded by the Purchasing Lender.

(d) Each Borrower expressly consents to the foregoing arrangements and agrees that any Person holding such a participation in the Obligations deemed to have been so purchased may exercise any and all rights of banker's lien, setoff or counterclaim with respect to any and all moneys owing by such Borrower to such Person as fully as if such Person had made a Loan directly to such Borrower in the amount of such participation.

14.20 Acknowledgement and Consent to Bail-In of Affected Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an 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 Lender that is an Affected Financial Institution;

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(c) a reduction in full or in part or cancellation of any such liability;

(d) 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

(e) 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.

14.21 Intercreditor Agreement. Notwithstanding anything to the contrary in this Agreement or in any other Loan Document: (a) the Liens granted to the Administrative Agent in favor of the Secured Parties pursuant to the Loan Documents and the exercise of any right related to any Collateral shall be subject, in each case, to the terms of the Intercreditor Agreement and (b) in the event of any conflict between the express terms and provisions of this Agreement or any other Loan Document, on the one hand, and of the Intercreditor Agreement, on the other hand, the terms and provisions of such Intercreditor Agreement shall control.

14.22 NO ORAL AGREEMENT. **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.** THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

14.23 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for Hedge 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.

14.24 Press Releases. Each Secured Party executing this Agreement agrees that neither it nor its Affiliates will in the future issue any press releases or other public disclosure using the name of the Administrative Agent or its Affiliates or referring to this Agreement or the other Loan Documents without at least two (2) Business Days' prior notice to the Administrative Agent and without the prior written consent of the Administrative Agent unless (and only to the extent that) such Secured Party or Affiliate is required to do so under Applicable Law and then, in any event, such Secured Party or Affiliate will consult with the Administrative Agent before issuing such press release or other public disclosure**.** Each Obligor consents to the publication by the Administrative Agent, any Lender or their respective representatives of advertising material, including any "tombstone," press release or comparable advertising, on its website or in other marketing materials of Administrative Agent, relating to the financing transactions contemplated by this Agreement using any Obligor's name, product photographs, logo, trademark or other insignia. The Administrative Agent or such Lender shall provide a draft reasonably in advance of any advertising material, "tomb stone" or press release to UNFI for review and comment prior to the publication thereof. The Administrative Agent reserves the right to provide to industry trade organizations and loan syndication and pricing reporting services information necessary and customary for inclusion in league table measurements.

14.25 Erroneous Payments.

14.25.1. Each Lender, each Issuing Bank, each other Secured Bank Product Provider and any other party hereto hereby severally agrees that if (i) Administrative Agent notifies (which such notice shall be conclusive absent manifest error) such Lender or Issuing Bank or any Secured Bank Product Provider (or the Lender which is an Affiliate of a Lender, Issuing Bank or Secured Bank Product Provider) or any other Person that has received funds from Administrative Agent or any of its Affiliates, either for its own account or on behalf of a Lender, Issuing Bank or Secured Bank Product Provider (each such recipient, a "Payment Recipient") that Administrative Agent has determined in its sole discretion that any funds received by such Payment Recipient were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Payment Recipient) or (ii) any Payment Recipient receives any payment from Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, as applicable, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by Administrative Agent (or any of its Affiliates) with

respect to such payment, prepayment or repayment, as applicable, or (z) that such Payment Recipient otherwise becomes aware was transmitted or received in error or by mistake (in whole or in part) then, in each case, an error in payment shall be presumed to have been made (any such amounts specified in clauses (i) or (ii) of this Section 14.25, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise; individually and collectively, an "Erroneous Payment"), then, in each case, such Payment Recipient is deemed to have knowledge of such error at the time of its receipt of such Erroneous Payment; provided that nothing in this Section shall require Administrative Agent to provide any of the notices specified in clauses (i) or (ii) above. Each Payment Recipient agrees that it shall not assert any right or claim to any Erroneous Payment, and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by Administrative Agent for the return of any Erroneous Payments, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

14.25.2. Without limiting the immediately preceding clause (1), each Payment Recipient agrees that, in the case of clause (1)(ii) above, it shall promptly notify Administrative Agent in writing of such occurrence.

14.25.3. In the case of either clause (1)(i) or (1)(ii) above, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and upon demand from Administrative Agent such Payment Recipient shall (or, shall cause any Person who received any portion of an Erroneous Payment on its behalf to), promptly, but in all events no later than one (1) Business Day thereafter, return to Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds and in the currency so received, together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to Administrative Agent at the greater of the Federal Funds Rate and a rate determined by Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect.

14.25.4. In the event that an Erroneous Payment (or portion thereof) is not recovered by Administrative Agent for any reason, after demand therefor by Administrative Agent in accordance with immediately preceding clause (4), from any Lender that is a Payment Recipient or an Affiliate of a Payment Recipient (such unrecovered amount as to such Lender, an "Erroneous Payment Return Deficiency"), then at the sole discretion of Administrative Agent and upon Administrative Agent's written notice to such Lender (i) such Lender shall be deemed to have made a cashless assignment of the full face amount of the portion of its Loans (but not its Commitments) with respect to which such Erroneous Payment was made (the "Erroneous Payment Impacted Loans") to Administrative Agent or, at the option of Administrative Agent, Administrative Agent's applicable lending affiliate (such assignee, the "Agent Assignee") in an amount that is equal to the Erroneous Payment Return Deficiency (or such lesser amount as Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Loans, the "Erroneous Payment Deficiency Assignment") plus any accrued and unpaid interest on such assigned amount, without further consent or approval of any party hereto and without any payment by Agent Assignee as the assignee of such Erroneous Payment Deficiency Assignment. Without limitation of its rights hereunder, following the effectiveness of the Erroneous Payment Deficiency Assignment, the Administrative Agent may make a cashless reassignment to the applicable assigning Lender of any Erroneous Payment Deficiency Assignment at any time by written notice to the applicable assigning Lender and upon such reassignment all of the Loans assigned pursuant to such Erroneous Payment Deficiency Assignment shall be reassigned to such Lender without any requirement for payment or other consideration. The parties hereto acknowledge and agree that (i) any assignment contemplated in this clause (4) shall be made without any requirement for any payment or other consideration paid by the applicable assignee or received by the

assignor, (ii) the provisions of this clause (4) shall govern in the event of any conflict with the terms and conditions of Section 13 and (iii) the Administrative Agent may reflect such assignments in the Register without further consent or action by any other Person.

14.25.5. Each party hereto hereby agrees that (x) in the event an Erroneous Payment (or portion thereof) is not recovered from any Payment Recipient that has received such Erroneous Payment (or portion thereof) for any reason, Administrative Agent (1) shall be subrogated to all the rights of such Payment Recipient and (2) is authorized to set off, net and apply any and all amounts at any time owing to such Payment Recipient under any Loan Document, or otherwise payable or distributable by Administrative Agent to such Payment Recipient from any source, against any amount due to Administrative Agent under this Section 14.25 or under the indemnification provisions of this Agreement, (y) the receipt of an Erroneous Payment by a Payment Recipient shall not for the purpose of this Agreement be treated as a payment, prepayment, repayment, discharge or other satisfaction of any Obligations owed by the Borrowers or any other Obligor, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by Administrative Agent from the Borrowers or any other Obligor for the purpose of making for a payment on the Obligations and (z) to the extent that an Erroneous Payment was in any way or at any time credited as payment or satisfaction of any of the Obligations, the Obligations or any part thereof that were so credited, and all rights of the Payment Recipient, as the case may be, shall be reinstated and continue in full force and effect as if such payment or satisfaction had never been received.

14.25.6. Each party's obligations under this Section 14.25 shall survive the resignation or replacement of Administrative Agent or any transfer of right or obligations by, or the replacement of, a Lender, the termination of the Commitments or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

14.25.7. The provisions of this Section 14.25 to the contrary notwithstanding, (i) nothing in this Section 14.25 will constitute a waiver or release of any claim of any party hereunder arising from any Payment Recipient's receipt of an Erroneous Payment and (ii) there will only be deemed to be a recovery of the Erroneous Payment to the extent that Administrative Agent has received payment from the Payment Recipient in immediately available funds the Erroneous Payment Return, whether directly from the Payment Recipient, as a result of the exercise by Administrative Agent of its rights of subrogation or set off as set forth above in clause (5) or as a result of the receipt by Agent Assignee of a payment of the outstanding principal balance of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment, but excluding any other amounts in respect thereof (it being agreed that any payments of interest, fees, expenses or other amounts (other than principal) received by Agent Assignee in respect of the Loans assigned to Agent Assignee pursuant to an Erroneous Payment Deficiency Assignment shall be the sole property of Agent Assignee and shall not constitute a recovery of the Erroneous Payment).

[Remainder of page intentionally left blank; signatures ~~begin on following page~~pages intentionally omitted]

ANNEX II

Exhibit A-1 (U.S. Revolver Note)

See attached.

ANNEX III

Exhibit A-2 (U.S. FILO Term Note)

See attached.

ANNEX IV

Exhibit C (Assignment and Acceptance)

See attached.

ANNEX V

Exhibit D (Assignment Notice)

See attached.

ANNEX VI

Exhibit H (Applicable Offered Rate Notice)

See attached.

ANNEX VII

Schedule 1.1(a) (U.S. Revolver Commitments, Canadian Commitments of Lenders and FILO Commitments)

See attached.

ANNEX VIII

Conformed Canadian Security Agreement

See attached.

Exhibit 10.6

Certain information identified by [*CONFIDENTIAL*] has been excluded from this exhibit because it is both not material and is the type that the registrant treats as confidential

AMENDED AND RESTATED

AGREEMENT FOR DISTRIBUTION OF PRODUCTS

This Amended and Restated Agreement for Distribution of Products (the "**Agreement**") is entered into on May 21, 2024 ("**Effective Date**"), between Whole Foods Market Services, Inc., a Delaware corporation ("**WFM Services**") on behalf of its operating affiliates as described below, and United Natural Foods, Inc., a Delaware corporation ("**UNFI**"). Notwithstanding anything to the contrary in this Agreement, this Agreement is not binding on any direct or indirect parent of Whole Foods Market, Inc. or such parent entity's affiliates, which are not directly or indirectly owned by Whole Foods Market, Inc.

RECITALS

A. WFM Services and its affiliated entities, which are directly or indirectly owned by Whole Foods Market, Inc. (collectively, "**WFM**"), are primarily engaged in the sale of natural and organic products. Their operations include retail stores ("**WFM Stores**"), food production/repacking facilities, and distribution centers (together, including WFM Stores, the "**WFM Locations**").

B. UNFI and certain of its affiliates, subsidiaries and related parties, including, but not limited to, all distribution arms of the foregoing parties (together with UNFI, the "**UNFI Parties**") operate a group of distribution centers (individually a "**UNFI DC**" and collectively the "**UNFI DCs**") that service WFM Locations from the agreed upon UNFI DCs. For purposes of this Agreement, UNFI Parties specifically excludes UNFI Canada, Inc., Tony's Fine Foods, Nor-Cal Produce, Inc., and Albert's Organics, Inc. and any successor entities to the foregoing, and all non-wholesale entities, manufacturing arms and retail divisions of UNFI and its affiliates, subsidiaries and related parties.

C. UNFI and Whole Foods Market Distribution, Inc. are currently signatories to an Agreement for the Distribution of Products dated as of October 30, 2015 to be effective as of September 28, 2015, as amended on March 3, 2021 (the "**Prior Agreement**"). The parties desire to terminate the Prior Agreement and amend and restate this Agreement to set forth the terms upon which UNFI will continue to sell and distribute to WFM Locations and WFM Locations will continue to purchase certain goods and services from UNFI.

NOW, THEREFORE, the parties agree as follows:

1 . Term. This Agreement shall have an initial term of eight years (the "**Term**") commencing on the Effective Date and expiring on May 20, 2032.

2 . Scope. This Agreement applies to any product, except produce and catch weight meat, unless mutually agreed upon, purchased by a WFM Location in the continental United States from the UNFI DCs (in any case a "**Product**" and collectively "**Products**").

3. Distribution Arrangement.

(a) WFM and UNFI agree that WFM will designate UNFI as its "Primary Distributor." WFM is deemed to have used UNFI as its Primary Distributor if WFM Locations individually and collectively purchase at least [*CONFIDENTIAL*]or more of their third-party distributor supplied Grocery (dry grocery, chilled grocery, and frozen grocery) and Whole Body (supplements, body care) Products from UNFI Parties.

(b) UNFI agrees to stock all new Products requested by WFM if a majority of the WFM Stores serviced by the same UNFI DC (agree to purchase the new Product, including, but not limited to, Exclusives (defined in Section 5(a)), Private Label SKUs (defined in Section 6(a)) and Control Label SKUs (defined in Section 6(a)). All new Product vendors must meet UNFI's reasonable requirements for new vendors. UNFI and WFM will negotiate to implement a mutually agreed alternative requirement permitting targeted introduction of items into fewer WFM Stores beginning in 2025. Any other WFM Store requests for a new Product will be reviewed on an individual basis.

(c) The parties agree that if UNFI purchases the assets or equity and/or otherwise assumes the rights and/or obligations of any entity which, at the time of such purchase/assumption, is providing products directly to WFM and/or acting as a distributor of other parties' products to WFM, then the following provisions shall apply during the remainder of the term of this Agreement: (i) if the products being supplied to WFM by such entity are the same or similar to the Products currently being provided by UNFI to WFM, then WFM may choose to bring such products under the definition of Products and require UNFI to sell such products under the terms of this Agreement, including, without limitation, UNFI's pricing obligations set forth in Section 7(a) and (ii) if the products being supplied to WFM by such entity are not the same or similar to the Products currently being provided by UNFI to WFM, then UNFI and WFM may choose to negotiate to include such products under the terms of this Agreement, with such changes as may be necessary or appropriate due to the nature of the products being included.

4. Reports.

(a) Reporting and Data. At WFM's reasonable request, UNFI will provide reports to WFM that include all information and data relevant to an evaluation of the WFM account and UNFI's performance under this Agreement, including, but not limited to, the following: (i) all data and reports requested by WFM to demonstrate compliance with the terms of this Agreement, including data for the following: [*CONFIDENTIAL*]; (ii) any reports of the type provided to WFM prior to the Effective Date; (iii) Private Label Report--a report of UNFI's Private Label SKU inventory and Control Label SKU inventory in a form mutually agreed upon by the parties once every calendar month (the "**Private Label Report**"); and (iv) all reports otherwise requested in this Agreement. The Private Label Report will be per UNFI DC and UNFI in total and will include information about usage, stock level, amount on order and how many times each Private Label SKU and Control Label SKU turned during a calendar month (an "**Inventory Minimum Turn Period**"). In addition, WFM may submit requests to UNFI for additional information and data relating to WFM's account and UNFI will prepare reports for WFM setting forth the requested information and data. UNFI will provide all such information and data in a timely manner and in

the format requested by WFM. Any modification or exclusion of data types (other than proprietary information) and instances must be approved by WFM. WFM may specify either a hard copy or electronic copy. For electronic copies, WFM may specify whether the report will be delivered in CSV, Excel or Word or another format reasonably acceptable to UNFI.

(b) Performance Measurement and Operational Metrics. WFM requires uniform and accurate performance metrics to evaluate distributor performance across its supply base. WFM will define the metric calculation and reporting methodology for metrics it uses in its business reviews and internal reporting, which are distinct from the metrics and calculations described in this Agreement. WFM reserves the right of authorship for reporting it may require, based on its internal data and/or data provided by UNFI. This does not preclude UNFI from providing additional data, reports and metrics for WFM's business reviews and internal reporting. Notwithstanding the foregoing, nothing in this Section 4(b) shall be interpreted as modifying any requirement in this Agreement or giving either party to this Agreement the ability to unilaterally, definitively determine the other party's compliance with the terms of this Agreement based solely on such party's unilateral interpretation of raw data, reports or measurements.

5. Branded Products.

(a) Limited Time Exclusives. From time to time, WFM and certain Product manufacturers or suppliers may agree that a Product provided by such manufacturer or supplier will be sold exclusively to all WFM Stores ("**Exclusives**"). If a new Exclusive meets the requirements in Section 3(b), UNFI will purchase and stock Exclusives in inventory and for a period specified by WFM (not to exceed four "**UNFI Pricing Periods**", which is set by UNFI on an annual basis and shall be no less than four weeks, per UNFI DC unless mutually agreed upon by the parties). UNFI will not be obligated to carry more than [*CONFIDENTIAL*] Exclusive items and [*CONFIDENTIAL*] Whole Body Exclusive items. If at any time sales of any Exclusive are less than [*CONFIDENTIAL*] cases per calendar month per UNFI DC, UNFI may, upon written notice, discontinue such Exclusive, in which case WFM shall, within a reasonable amount of time, buy all such Exclusives in UNFI's inventory, provided that UNFI may, in the alternative, choose to make such Product non-exclusive.

6. Private Label and Control Label Products; Nationally Branded Products

(a) Inventory. "**Private Label SKUs**" will mean those Products that WFM Locations offer from time to time with packaging that includes WFM proprietary labels, including, but not limited to, "Whole Foods", "365 Everyday Value", "365 Organic Everyday Value", and such other trade names or marks used by WFM from time to time. In addition to Private Label SKUs, certain manufacturers or suppliers may agree from time to time to produce products for WFM that include proprietary non-label products or manufacturer or supplier proprietary labels used exclusively on products sold to WFM Locations ("**Control Label SKUs**"). UNFI will purchase and stock the Private Label SKUs and the Control Label SKUs requested by WFM from time to time in the UNFI DCs designated by WFM. UNFI will provide WFM with a current list of individuals designated as contacts for Private Label SKU and Control Label SKU inventory matters and will keep WFM informed of any changes to contact information.

(b) Product Hold; Stock Recovery, Consumer Advisory, Withdrawals, and Recalls

(i) All notices relating to a Product hold, stock recovery, consumer advisory, withdrawal or recall of a Private Label SKU or Control Label SKU will be communicated to UNFI at [*CONFIDENTIAL*] by a member of the WFM Incident Management Team (a "**Product Action Notice**"). UNFI will respond promptly to any Product Action Notice and confirm receipt of any such notice by email as soon as possible but in no case more than 24 hours. UNFI shall keep the WFM Incident Management Team informed of the status of UNFI inventory subject to a Product Action Notice and all actions performed by a UNFI Party in response to any such notice. If UNFI receives notice from anyone other than a WFM Incident Management Team member that involves a Product hold, stock recovery, consumer advisory, withdrawal or recall associated with a Private Label SKU or a Control Label SKU, UNFI will immediately notify a member of the WFM Incident Management Team at [*CONFIDENTIAL*]. The Private Label SKU or Control Label SKU involved in this notice may be placed on hold; however, no other action should be taken until a directive is received from the WFM Incident Management Team.

(ii) Product subject to a product hold, stock recovery, consumer advisory, withdrawal or recall of a Private Label SKU or a Control Label SKU inventory whether due to a defect, damage, misbranding or quality issue is considered "**Rejected Inventory**." UNFI will collect any credits owed UNFI as a result of Rejected Inventory directly from the Product supplier or manufacturer. WFM will not be required to pay or reimburse UNFI for any Rejected Inventory unless the Product becomes Rejected Inventory due to an act or omission of WFM. UNFI will indemnify WFM for any losses incurred by the WFM resulting from a UNFI Party's failure to comply with a Product Action Notice.

(c) Product Sales. UNFI agrees to prevent any UNFI Party from selling or donating or otherwise distributing or conveying any Private Label SKU or any Control Label SKU to any distribution network, stores, entities or persons not approved in advance by a WFM Private Label Team Member. UNFI agrees to fully cooperate with WFM Private Label Team members and their representatives and designees in any investigation or litigation relating to any unauthorized sale. UNFI will [*CONFIDENTIAL*]unless [*CONFIDENTIAL*]. If a UNFI Party breaches this section, UNFI agrees to pay WFM [*CONFIDENTIAL*]per breach.

(d) WFM Responsibility for Inventory.

(i) Termination of Private Label SKU or Control Label SKU. Except for (x) Rejected Inventory, (y) inventory that is out of date or damaged or in unacceptable condition due to UNFI's acts or omissions, including, but not limited to, improper storage, improper rotation, improper ordering, damage incurred during transportation by UNFI or its designees, or (z) missing, short or lost Product (shrink), if WFM terminates a Private Label SKU or a Control Label SKU, WFM will be responsible for and will reimburse UNFI for the applicable Private Label SKU or Control Label SKU inventory held by UNFI not to exceed the greater of (i) a 90 day supply based upon the WFM Locations' past purchasing practices, or, if a new Product, projections provided in writing by WFM, or (ii) the supplier's minimum order quantity. If WFM instructs UNFI to destroy a Private Label SKU or a Control Label SKU held in inventory, UNFI will promptly arrange for the destruction of the applicable Products and will promptly provide WFM with a certificate of destruction covering all applicable Products.

(ii) Overstock and Short-Dated Private Label SKU or Control Label SKU. Subject to Section 6(d)(i) and UNFI's compliance with the Code Date Policy, each party's responsibility for overstocks and short-dated Private Label SKUs and Control Label SKUs is set forth on Exhibit A and is based on the amount of notice given to WFM and the level of inventory held by UNFI not to exceed the greater of (x) a 90 day supply based upon the WFM Locations' past purchasing practices, or, if a new Product, projections provided in writing by WFM, or (y) the supplier's minimum order quantity.

(iii) Reset Inventory Liability for Branded Items. WFM responsibility for branded inventory held by UNFI at the time of discontinuation by WFM is described in Exhibit B.

(e) Slow Moving Products. Private Label SKUs and Control Label SKUs will be priced for invoice purposes in the same manner as other Products purchased by WFM Locations from UNFI Parties except for the Products that qualify as slow moving Products ("**Slow Moving Products**"). If a UNFI DC sold less than[*CONFIDENTIAL*] cases but greater than or equal to [*CONFIDENTIAL*] cases of a Private Label SKU or a Control Label SKU during a UNFI Pricing Period, WFM will pay a Slow Moving Product up charge during the period following the subsequent UNFI Pricing Period equal to [*CONFIDENTIAL*]. For the purposes of each picked items,[*CONFIDENTIAL*]is equivalent to a case. If a UNFI DC sold less than [*CONFIDENTIAL*] cases of a Private Label SKU or a Control Label SKU during a UNFI Pricing Period, WFM will pay a Slow Moving Product up charge during the period following the subsequent UNFI Pricing Period equal to [*CONFIDENTIAL*]. The Slow Moving Product up charge will be reflected in the invoice price. The first [*CONFIDENTIAL*] UNFI Pricing Periods that a Private Label SKU or Control Label SKU is stocked at a UNFI DC will not be included in any Slow Moving Product up charge. If any pallets in a UNFI DC contain a Private Label SKU or Control Label SKU (purchased by UNFI in pallet quantities) that are older than [*CONFIDENTIAL*], WFM will pay a pallet charge to UNFI once per calendar month equal to [*CONFIDENTIAL*]. The pallet charge will be due and payable at the commencement of each calendar month following the initial [*CONFIDENTIAL*]period. The pallet charge shall be adjusted for the 2025 calendar year (and every subsequent year) to reflect increases in the Consumer Price Index for All Urban Consumers (CPI-U) [1982-84=100] in the prior calendar year.

(f) Lumper Fees. The parties agree that the fees for "roll off" products, as defined inExhibit C ("**UNFI Unloading Policy**") for any WFM Private Label SKU and Control Label SKU will be assessed the same fees as all other Products received at UNFI DCs. All items that require breakdown or "fingerprinting", as defined in Exhibit C, will be assessed the same fees as all other items received at UNFI DCs, pursuant to UNFI's applicable fee schedules.

(g) Item Order Caps. From time to time, when Products have limited supply relative to expected demand, UNFI may temporarily place an order cap on an item restricting the quantity of an item that can be purchased per purchase order ("**Base Item Order Cap**"). When item order caps are in effect, UNFI will apply a limit of[*CONFIDENTIAL*] times the Base Item Order Cap to individual WFM Locations' purchase orders to the extent there is sufficient supply. WFM may propose items for inclusion in this program, including Exclusives.

7. Invoicing Payment Terms.

(a) Product Invoices.

(i) Standard Invoices. Except for the EDLC Program (defined in Section 7(a)(iv)), UNFI will invoice WFM Locations for all Products purchased by WFM Locations consistent with practices in effect between WFM and UNFI prior to the Effective Date. The current practice applies to Products other than produce, wine and non-branded bulk items ("**Standard Products**"). For Standard Products, the price shown on the invoice to WFM (the "**Standard Invoice Product Price**") will equal UNFI's Cost (defined below) plus a [*CONFIDENTIAL*] markup or [*CONFIDENTIAL*] markup for Private Label SKUs and Control Label SKUs (the [*CONFIDENTIAL*] markup and [*CONFIDENTIAL*] markup collectively, the "**Agreed Upon Markup**") plus a [*CONFIDENTIAL*] Delivery Up Charge ("**Delivery Up Charge**"). WFM may change the amount of [*CONFIDENTIAL*] at any time by [*CONFIDENTIAL*]. The Delivery Up Charge and/or Agreed Upon Markup becomes effective at the start of the next UNFI Pricing Period for such EDI cost files, not to exceed nine weeks. "**Cost**" equals the manufacturer's list price (the "**MLP**") to UNFI for the Product, plus the Freight Charge. The "**Freight Charge**" means either [*CONFIDENTIAL*]. The Freight Charge incurred through UNFI's internal systems [*CONFIDENTIAL*]. A Freight Charge will not be applied to Products that include freight in the MLP (i.e. Products with delivered cost pricing) except in the event that UNFI [*CONFIDENTIAL*]. Freight incurred in these situations shall [*CONFIDENTIAL*].

(ii) High Cost Product Pricing. SKUs with a UNFI Cost greater than [*CONFIDENTIAL*] will receive a special markup "**High Cost Agreed Upon Markup**" of [*CONFIDENTIAL*]. The difference between the High Cost Agreed Upon and Agreed Upon Markup for those items will be adjusted from the Allowable Gross Profit Margin to prevent a reduction in the Period Rebate. WFM and UNFI may agree to change the High Cost Product threshold and markup from time to time.

(iii) Promotional Pricing. [*CONFIDENTIAL*] Consistent with practices in effect between the parties prior to the Effective Date [*CONFIDENTIAL*]. UNFI agrees that [*CONFIDENTIAL*]. WFM Locations generally have two promotion cycles per calendar month referred to as the "**A Cycle**" and the "**B Cycle**." Products that are scheduled to be part of a promotion during either the A Cycle or the B Cycle (or both A and B Cycles) will be invoiced by UNFI at promotional prices beginning five business days prior to the first date of the A Cycle and shall continue to be invoiced by UNFI at promotional prices through the end of the B Cycle. After the end of each WFM promotional buy-in period, UNFI will [*CONFIDENTIAL*]. All WFM Locations will [*CONFIDENTIAL*]. Promotional information will be sent to UNFI with a lead time that is acceptable to both parties.

(iv) EDLC Program. Certain Products will be included in the WFM Everyday Low Cost Program (the "**EDLC Program**"). A Product will be included in the EDLC Program if WFM and the Product supplier or manufacturer agrees upon an everyday low cost (an "**EDLC Cost**") for a Product that is resold by UNFI to WFM Locations ("**EDLC Products**"). For EDLC Products, the invoice price (the "**EDLC Invoice Price**") will equal (i) [*CONFIDENTIAL*], plus (ii) the [*CONFIDENTIAL*], plus (iii) [*CONFIDENTIAL*] markup ("**EDLC Markup**"), plus (iv)

[*CONFIDENTIAL*]. A Freight Charge will not be applied to Products that include freight in the EDLC Cost. UNFI will report to the supplier or manufacturer the applicable EDLC Product sales and deduct from or credit to the supplier or manufacturer the appropriate EDLC reconciliation amount (the "**EDLC Reconciliation Amount**"). The EDLC Reconciliation Amount will be equal to [*CONFIDENTIAL*]. WFM may change the amount of the [*CONFIDENTIAL*] at any time by giving UNFI written notice. The foregoing change will be reflected in the next EDI cost files transmitted to WFM and the new [*CONFIDENTIAL*] becomes effective at the start of the next UNFI Pricing Period for such EDI cost files, not to exceed nine weeks.

(v) Cross-Dock Billing. UNFI will, from time to time, and based on UNFI space availability, ship pallets and shipper displays on a cross-dock basis for WFM at a rate of [*CONFIDENTIAL*] per pallet.

(vi) [*CONFIDENTIAL*]. From time to time, WFM or UNFI, on WFM's behalf, may negotiate [*CONFIDENTIAL*] from the manufacturer and/or supplier. The [*CONFIDENTIAL*] will be reflected as a reduction in the applicable invoice price. For example, [*CONFIDENTIAL*]. The parties will work together to create a list of manufacturers and suppliers that have agreed to provide WFM [*CONFIDENTIAL*]. UNFI Authorization forms for standing and one-time [*CONFIDENTIAL*] will be completed and submitted by WFM's vendor or broker and submitted to UNFI designated personnel who will update and maintain this information and apply the specified reductions from the applicable invoice price. For any WFM specific [*CONFIDENTIAL*] UNFI will require manufacturer's or supplier's authorization. The foregoing WFM specific [*CONFIDENTIAL*] price will be reflected on the applicable invoice. Authorization will be submitted to UNFI with a minimum of two weeks lead time before desired delivery date.

(vii) New Product Slotting. WFM will submit a completed Downstream Distribution Form (provided by UNFI) to request the addition of a new Product to UNFI's inventory for sale to WFM. The Downstream Distribution Form will include a place to specify whether the new Product will be introduced by WFM on a national or localized basis. If the new Product will be introduced nationally, UNFI will purchase and slot the Product in all UNFI DCs for delivery to all WFM Locations. If the new Product will be introduced only in specific DCs, UNFI will purchase and slot the new Product in the designated DCs for delivery to the number of WFM Locations listed in the form. UNFI will meet reasonable timelines requested by WFM for delivery of a new Product to WFM Locations. The parties agree that the following time frames are reasonable:

(1) if a supplier or manufacturer is new to any West or East division of UNFI, UNFI will submit purchase orders to the supplier or manufacturer within [*CONFIDENTIAL*] of the date WFM submits the New Product Request Form to UNFI (the "**New Product Request Date**" corresponding to a WFM Round Cycle # in the WFM Round Launch Month) and will deliver the requested new Product to WFM Locations within [*CONFIDENTIAL*] of the New Product Request Date;

(2) if the Product (but not the supplier or manufacturer) is new to any West or East division of UNFI, UNFI will submit purchase orders to the supplier or manufacturer

within [*CONFIDENTIAL*] of the New Product Request Date and will deliver the Product to the designated WFM Locations within [*CONFIDENTIAL*] of the New Product Request Date; and

(3) if UNFI has a Product number for a Product in the appropriate division requested by WFM, UNFI will submit all purchase orders for the new Product within [*CONFIDENTIAL*] of the New Product Request Date and will deliver the new Product to WFM Locations within [*CONFIDENTIAL*] of the New Product Request Date unless the supplier or manufacturer is not on a weekly ordering schedule, in which case, UNFI will submit the purchase order on the next possible order date and the timing of new Product delivery to WFM Locations will be adjusted accordingly.

(4) The parties acknowledge that supplier or manufacturer lead times, transportation schedules and other factors outside of UNFI's control may affect the final WFM Location delivery timeline. WFM also acknowledges that a new Product order involving an unusually large number of Product may require longer timelines.

(viii) Fuel Surcharge Program. If during a calendar quarter the average price per gallon of diesel fuel exceeds [*CONFIDENTIAL*] based on the U.S. weekly average from the U.S. Department of Energy's Weekly Retail On-Highway Diesel Prices report found on the US Energy Information Administration website, www.eia.gov, WFM will incur a "**Fuel Surcharge**" as set forth on Exhibit D. The foregoing government report is currently located at https://www.eia.gov/dnav/pet/pet_pri_gnd_a_epd2d_pte_dpgal_w.htm. The Fuel Surcharge, if any, is calculated each calendar quarter based on the sum of the U.S. weekly average price per gallon, as found above, during the prior calendar quarter divided by the number of weeks in such prior calendar quarter, rounded to 2 decimal places using standard rounding procedures. The Fuel Surcharge, if any, shall be incurred for each delivery by UNFI fleet to a WFM Location. In accordance with current practices the Fuel Surcharge will be billed to each WFM Location per calendar quarter with supporting documentation reflecting the calculation of the Fuel Surcharge for each WFM Location.

(ix) Pallet Returns. Upon Product deliveries, WFM will provide UNFI with the number of empty pallets equal to the number of loaded pallets delivered to WFM. Additionally, WFM and UNFI agree to return either party's clearly marked proprietary plastic pallets.

(x) WFM's Manufacturer/Supplier Relationship. UNFI agrees (i) to cooperate with WFM regarding any WFM arrangement with the Product manufacturer and/or supplier, including, but not limited to, the EDLC Program, funding for new, remodeled and acquired WFM Stores, promotions and [*CONFIDENTIAL*], and (ii) it will not attempt to circumvent any such arrangement, including, but not limited to, the EDLC Cost.

(xi) Electronic Cost & Invoice Files. UNFI will provide electronic cost files daily and each UNFI Pricing Period. Further, in addition to paper invoices submitted to WFM Locations, UNFI will provide daily electronic invoice files in EDI format. WFM shall cross check the Product prices on the invoice against the electronic cost files. Should a disparity exist in the cost of the Product, WFM reserves the right to modify the relevant payment to the extent of the difference. In the event there is a discrepancy in the payment, then any adjustment will be by mutual agreement of the parties. WFM agrees to work with UNFI to develop a process for

payment to UNFI, utilizing [*CONFIDENTIAL*] described above within [*CONFIDENTIAL*] of WFM's completion of that capability.

(b) Payment Terms.

(i) Amounts due UNFI. Except as otherwise provided in this Agreement, between Effective Date and [*CONFIDENTIAL*], any amount payable by WFM to UNFI will be due and payable within [*CONFIDENTIAL*] of the later of receipt of invoice or Products. Beginning [*CONFIDENTIAL*], any amount payable by WFM to UNFI will be due and payable within [*CONFIDENTIAL*] of the later of receipt of invoice or Products. UNFI may impose a finance charge of [*CONFIDENTIAL*] per WFM Period for any undisputed amounts that are not paid timely. All payments by WFM to UNFI shall be made via Electronic Funds Transfer ("**EFT**").

(ii) Amounts due WFM. Except as otherwise provided in this Agreement, any amount payable by UNFI to WFM will be due and payable within [*CONFIDENTIAL*] from the beginning of each calendar month. WFM may impose a finance charge of 1% per calendar month for any undisputed amounts that are not paid timely.

8. Period Rebates.

(a) Purpose. The parties acknowledge that UNFI may realize income from sales of Products to WFM Locations through various means, including, but not limited to, (i) [*CONFIDENTIAL*], and (ii) [*CONFIDENTIAL*]. Notwithstanding the invoicing provisions set forth in Section 7 of this Agreement, it is the intent of WFM and UNFI that UNFI [*CONFIDENTIAL*]. If the [*CONFIDENTIAL*], UNFI will [*CONFIDENTIAL*]. If the [*CONFIDENTIAL*], UNFI will [*CONFIDENTIAL*].

(b) [*CONFIDENTIAL*]. UNFI will [*CONFIDENTIAL*]. The [*CONFIDENTIAL*]. The agreed upon [*CONFIDENTIAL*]. On the 10th business day following [*CONFIDENTIAL*], UNFI [*CONFIDENTIAL*]. The [*CONFIDENTIAL*]. UNFI will deliver to WFM [*CONFIDENTIAL*]. The [*CONFIDENTIAL*] provided to WFM [*CONFIDENTIAL*] shall provide [*CONFIDENTIAL*].

(c) Calculation of [*CONFIDENTIAL*]. The [*CONFIDENTIAL*]will be calculated as follows:

(i) [*CONFIDENTIAL*]. The [*CONFIDENTIAL*].

(1) Definition of Total Sales: "**Total Sales**" means [*CONFIDENTIAL*]. The amount of Total Sales [*CONFIDENTIAL*].

(2) Definition of Total Cost of Goods Sold: "**Total Cost of Goods Sold**" means [*CONFIDENTIAL*]. The parties agree that in limited circumstances [*CONFIDENTIAL*]. "**Average Cost**" means [*CONFIDENTIAL*]. Average Cost will be calculated [*CONFIDENTIAL*]. "**Laid In Cost**" means [*CONFIDENTIAL*]. The invoice used to determine Laid In Cost will be [*CONFIDENTIAL*]. Laid In Cost [*CONFIDENTIAL*].

(ii) Calculation of [*CONFIDENTIAL*]. The [*CONFIDENTIAL*] will be calculated as follows: [*CONFIDENTIAL*]. For example, [*CONFIDENTIAL*].

(d) Change in [*CONFIDENTIAL*].

(i) [*CONFIDENTIAL*]; Changes. With respect to every invoice issued by UNFI after Effective Date[*CONFIDENTIAL*]. Subject to further modification as set forth below, with respect to every invoice issued by UNFI dated after August 3, 2024, [*CONFIDENTIAL*].

(ii) [*CONFIDENTIAL*].

(1) The [*CONFIDENTIAL*] is the [*CONFIDENTIAL*].

(2) Invoices for WFM Locations meeting the following criteria will be subject to[*CONFIDENTIAL*]: (i) Alternate Format Locations (stores with a smaller footprint and assortment, which may include Dark Stores and micro-fulfillment centers), (ii) WFM Locations with more than [*CONFIDENTIAL*] of Grocery and Whole Body purchases supplied by WFM or Amazon DCs, and (iii) all WFM Locations, if total annual purchases fall below [*CONFIDENTIAL*]. The [*CONFIDENTIAL*]. UNFI is not required to deliver an order that is less than[*CONFIDENTIAL*]to WFM Stores meeting these criteria.

(3) Fill orders for a new store will be [*CONFIDENTIAL*]; therefore, [*CONFIDENTIAL*].

(4) If total sales do not equal or exceed[*CONFIDENTIAL*] and [*CONFIDENTIAL*] will not be [*CONFIDENTIAL*].

(iii) If WFM Locations that purchase Products from UNFI's[*CONFIDENTIAL*] fails to purchase, at a minimum, [*CONFIDENTIAL*], UNFI will notify WFM in writing. WFM will have[*CONFIDENTIAL*]from receipt of such notice to adjust purchases to meet the requirements. WFM will not be considered noncompliant if it does not meet the minimum purchases [*CONFIDENTIAL*] as long as WFM [*CONFIDENTIAL*], WFM will not be noncompliant if[*CONFIDENTIAL*]. If WFM fails to cure the noncompliance in [*CONFIDENTIAL*], UNFI's sole remedy will be[*CONFIDENTIAL*]**.** The [*CONFIDENTIAL*] will be included in the calculation as purchases from UNFI Parties for determining whether the purchase commitment in this section has been satisfied.

(iv) The parties agree that if the dollar amount of WFM Private Label SKU and Control Label SKU sales exceeds [*CONFIDENTIAL*] for [*CONFIDENTIAL*] then [*CONFIDENTIAL*]. If WFM Private label SKU and Control Label SKU sales exceed [*CONFIDENTIAL*] for [*CONFIDENTIAL*] then [*CONFIDENTIAL*]. IF WFM Private Label SKU and Control Label SKU sales exceed [*CONFIDENTIAL*] for [*CONFIDENTIAL*], the parties agree [*CONFIDENTIAL*]. All UNFI Parties brands and Blue Marble Brands, including Products packaged or manufactured by UNFI for WFM, will be excluded from the private label percentage calculation addressed herein.

9. Credits. UNFI's Standard Credit Policy and UNFI's Credit Allowance Policy are outlined on Exhibit F ("**UNFI Credit Policy**"). These policies set forth three separate procedures for providing credit for Product orders, including, but not limited to, Products which are billed but not received, wrong Product shipped, damaged Product, Products with less than agreed upon shelf life remaining, spoiled or infested Product, Product with defective packaging, consumer returns, withdrawn or recalled Products and pricing errors. WFM will select one of the three UNFI Credit Policy options per UNFI DC. Unless mutually agreed upon, WFM may change its selected UNFI Credit Policy once per calendar year by giving UNFI 30 days' written notice, such change to be effective beginning with the calendar month following the 30 day notice. If [*CONFIDENTIAL*] UNFI DC provides WFM Locations demonstrably lower defect rates than historically demonstrated in [*CONFIDENTIAL*] DCs, WFM and UNFI will agree to re-evaluate the UNFI Credit Policy options applicable to those DCs.

10. Accuracy Assurance and [*CONFIDENTIAL*]. UNFI and WFM will agree on [*CONFIDENTIAL*] targets for key accuracy assurance indicators such as [*CONFIDENTIAL*]. UNFI will engage a third-party expert [*CONFIDENTIAL*] acceptable to WFM, at [*CONFIDENTIAL*] to perform [*CONFIDENTIAL*] process and compliance audits evaluating the controls and mechanisms that ensure highly accurate order fulfillment. Targets notwithstanding, UNFI will provide a summary each WFM [*CONFIDENTIAL*]. If this review shows a [*CONFIDENTIAL*] for a DC-category larger than [*CONFIDENTIAL*], that difference will be [*CONFIDENTIAL*].

11. [*CONFIDENTIAL*].

(a) [*CONFIDENTIAL*]. As set forth in Section 17(c), if the parties agree to [*CONFIDENTIAL*], UNFI [*CONFIDENTIAL*]. The [*CONFIDENTIAL*] is payable on [*CONFIDENTIAL*]. The [*CONFIDENTIAL*] payment will be paid [*CONFIDENTIAL*]. UNFI will include a cover letter with [*CONFIDENTIAL*] that sets forth [*CONFIDENTIAL*].

(b) [*CONFIDENTIAL*]. UNFI acknowledges that [*CONFIDENTIAL*]. In connection therewith, UNFI shall [*CONFIDENTIAL*]. UNFI will [*CONFIDENTIAL*]. UNFI shall [*CONFIDENTIAL*]. The amount of [*CONFIDENTIAL*] shall be [*CONFIDENTIAL*]. WFM's Fiscal Year is based on a calendar year and consists of twelve (12) calendar months. Beginning with the Effective Date, and continuing for each calendar year during the term of this Agreement, UNFI shall retain [*CONFIDENTIAL*].

The [*CONFIDENTIAL*] shall be in effect for the calendar year ending December 31, 2024, and shall be adjusted for the next calendar year (and every subsequent year) to reflect [*CONFIDENTIAL*]. For example, [*CONFIDENTIAL*].

[*CONFIDENTIAL*] are [*CONFIDENTIAL*]. [*CONFIDENTIAL*] is targeted at [*CONFIDENTIAL*]. [*CONFIDENTIAL*] is targeted at [*CONFIDENTIAL*]. UNFI shall [*CONFIDENTIAL*]. WFM's [*CONFIDENTIAL*] will be [*CONFIDENTIAL*]. UNFI may [*CONFIDENTIAL*]. UNFI shall [*CONFIDENTIAL*]. UNFI shall [*CONFIDENTIAL*]. Any [*CONFIDENTIAL*] that [*CONFIDENTIAL*], then [*CONFIDENTIAL*].

[*CONFIDENTIAL*] from [*CONFIDENTIAL*] will be [*CONFIDENTIAL*].

[*CONFIDENTIAL*] will be [*CONFIDENTIAL*].

In addition to the [*CONFIDENTIAL*]in section 11(b), above, UNFI may [*CONFIDENTIAL*]. The total [*CONFIDENTIAL*]. Beginning in 2026, [*CONFIDENTIAL*]. The [*CONFIDENTIAL*] may be [*CONFIDENTIAL*].

Examples of [*CONFIDENTIAL*] are attached as Exhibit G.

If the [*CONFIDENTIAL*] for the [*CONFIDENTIAL*], is [*CONFIDENTIAL*], WFM may [*CONFIDENTIAL*].

Examples of possible [*CONFIDENTIAL*]include [*CONFIDENTIAL*].

Unless excluded above, all [*CONFIDENTIAL*] will be [*CONFIDENTIAL*]. The [*CONFIDENTIAL*]shall be [*CONFIDENTIAL*]. [*CONFIDENTIAL*] shall be [*CONFIDENTIAL*].

Notwithstanding the foregoing, the parties agree that, in addition to[*CONFIDENTIAL*] as of the date of this Agreement, [*CONFIDENTIAL*]. The parties agree that [*CONFIDENTIAL*]. Any such [*CONFIDENTIAL*].

(c) [*CONFIDENTIAL*]. UNFI is allowed to [*CONFIDENTIAL*] on the [*CONFIDENTIAL*]. Any amounts [*CONFIDENTIAL*]. If the amount [*CONFIDENTIAL*]; provided that WFM is not [*CONFIDENTIAL*].

For example, assume [*CONFIDENTIAL*]:

[*CONFIDENTIAL*][*CONFIDENTIAL*]UNFI shall pay [*CONFIDENTIAL*]. The [*CONFIDENTIAL*]. UNFI will include [*CONFIDENTIAL*]. This section [*CONFIDENTIAL*].

12. [*CONFIDENTIAL*], Fill Rate, and Inventory Allocation

(a) UNFI may [*CONFIDENTIAL*]. Those [*CONFIDENTIAL*] will be agreed upon and documented by UNFI and WFM. UNFI will [*CONFIDENTIAL*].

(b) Fill Rate. UNFI will maintain a weekly[*CONFIDENTIAL*] of [*CONFIDENTIAL*] for each UNFI DC, excluding Products that are unable to be procured because of events outside UNFI's reasonable control such as a Force Majeure Event, supplier strikes or national emergencies. If any given UNFI DC exceeds [*CONFIDENTIAL*] f o r [*CONFIDENTIAL*] consecutive weeks, every week following until that UNFI DC has a [*CONFIDENTIAL*] below the [*CONFIDENTIAL*] for a [*CONFIDENTIAL*], UNFI will pay each WFM Location affected (i.e. serviced by that UNFI DC) an amount equal to [*CONFIDENTIAL*] of the difference between (A)[*CONFIDENTIAL*]; and (B) the sum of the dollar amount of the Products that were not delivered due to UNFI buyer out-of-stocks, UNFI warehouse operations out-of-stocks, and inbound logistics out-of-stocks and inbound transportation out-of-stocks, less WFM overpulls on promotional items pursuant to those orders ("**Fill Rate**

Penalty Fee"). UNFI will provide a report to WFM[*CONFIDENTIAL*] by UNFI DC of the dollar amount of Product filled and delivered by that UNFI DC and the dollar amount of the Products that would have been filled if UNFI had maintained [*CONFIDENTIAL*] Rate for each DC. For example, if a UNFI DC fails to maintain the[*CONFIDENTIAL*] of [*CONFIDENTIAL*] for [*CONFIDENTIAL*] weeks in a row, each WFM Location that placed orders for Products from the UNFI DC that were due to be delivered during the [*CONFIDENTIAL*] week would be entitled to a payment calculated as follows: if the UNFI DC has a [*CONFIDENTIAL*] of [*CONFIDENTIAL*] for the [*CONFIDENTIAL*] week and the dollar amount of Products ordered by the WFM Location from the UNFI DC during the third week was $100,000, the Fill Rate Penalty Fee shall be equal to [*CONFIDENTIAL*] multiplied by the difference between (A)[*CONFIDENTIAL*] multiplied by $100,000 and (B) [*CONFIDENTIAL*] multiplied by $100,000. The difference between the actual[*CONFIDENTIAL*] dollar amount that week [*CONFIDENTIAL*] and the [*CONFIDENTIAL*] rate dollar amount [*CONFIDENTIAL*] is [*CONFIDENTIAL*]. UNFI would owe that WFM Location a payment equal to [*CONFIDENTIAL*].

(c) Inventory Allocation. In all UNFI DCs, UNFI will[*CONFIDENTIAL*]. This is not intended to disrupt operations and will only apply to inventory on hand and ready for selection.

13. Order Size and Item Value.

(a) Select Nutrition. If the total purchase price of Select Nutrition Product ordered (including OOS Products) meets the [*CONFIDENTIAL*] minimum order amount, UNFI will ship the Select Nutrition Products without a shipping fee. If WFM does not order the above minimum amount of Select Nutrition Products, WFM will be charged the cost of shipping to be a minimum of a [*CONFIDENTIAL*] fee. The minimum order amount will be adjusted once every[*CONFIDENTIAL*] during the Term to reflect increases in the Consumer Price Index for All Urban Consumers (CPI-U) [1982-84=100]. WFM shall be notified of any adjustments of the minimum order amount at least ninety (90) days prior to implementation of the revised rates.

(b) UNFI Distribution Centers. Notwithstanding the circumstances described in Section 8(d)(iii) (for which [*CONFIDENTIAL*]), WFM will maintain a national average minimum order amount of $[*CONFIDENTIAL*] for WFM Stores and [*CONFIDENTIAL*] for other WFM Locations. Any WFM Store ordering on average less than[*CONFIDENTIAL*] per order will make reasonable attempts towards increasing the WFM Store's average order to at least [*CONFIDENTIAL*]. In no event will UNFI be required to deliver an order that is less than [*CONFIDENTIAL*]. Order amounts will be based upon the total purchase price of Product ordered, including the [*CONFIDENTIAL*] and OOS Products. UNFI will not charge any fee for failure to satisfy the minimum order amount. If WFM fails to maintain a national average minimum order amount of [*CONFIDENTIAL*] for WFM Stores and [*CONFIDENTIAL*] for other WFM Locations, UNFI will notify WFM and WFM will increase minimum order amounts. The average cost per case of Product delivered to WFM shall be, at a minimum, [*CONFIDENTIAL*] (the "**Minimum Average Cost Per Case Value**"). Average cost per case is defined as [*CONFIDENTIAL*]. If, in any [*CONFIDENTIAL*] calendar months, the average cost per case is below the Minimum Average Cost Per Case Value, the [*CONFIDENTIAL*] will [*CONFIDENTIAL*] the following month.

14. Auditing.

(a) Support for WFM Audit. Notwithstanding any language to the contrary, UNFI agrees to assist WFM with [*CONFIDENTIAL*]. In addition, UNFI will[*CONFIDENTIAL*].

(b) Records and Documentation and the Right to Inspect. UNFI will maintain books, records, reports and documentation relating to its performance of this Agreement, including, but not limited to, [*CONFIDENTIAL*] for a period of time, but in any case, not less than three years. Upon 21 days written notice UNFI will provide WFM and its designees access to [*CONFIDENTIAL*] for inspection during UNFI's normal working hours. UNFI agrees to provide copies of any of the foregoing if requested by WFM. Alternatively, upon 21 days written notice from WFM, UNFI will send [*CONFIDENTIAL*] to a location of WFM's choice for inspection by WFM or its designees (or 60 days if the documentation is over twelve calendar months old). Upon WFM's satisfactory conclusion of the audit, WFM will return all copies of books, records, reports and documentation. In addition, UNFI will provide WFM and its designees with [*CONFIDENTIAL*]. Further, UNFI agrees to provide WFM with [*CONFIDENTIAL*]. The parties agree that within the six calendar months following execution of this Agreement, UNFI will [*CONFIDENTIAL*].

(c) Payment. If, as a result of any WFM audit, there is evidence that WFM was overcharged or did not receive any amount due, then UNFI will promptly pay WFM the amount thereof. In addition, UNFI will promptly pay [*CONFIDENTIAL*]. If the amount payable to WFM exceeds 2% of the aggregate amount that WFM should have been charged or was due, UNFI will promptly pay the applicable reasonable audit expense.

(d) UNFI's Annual Internal Audit Results. UNFI agrees to provide WFM documentation of[*CONFIDENTIAL*].

15. Personnel.

(a) National Account Manager and Channel Account Managers.

(i) UNFI will continue to provide the following dedicated WFM support, but whose duties will be designated by UNFI. WFM will pay UNFI [*CONFIDENTIAL*], for the dedicated support, as part of the Administration Fee in 16(e)(ii):

(1) [*CONFIDENTIAL*] – act as [*CONFIDENTIAL*] between UNFI and WFM.
(2) [*CONFIDENTIAL*] will have responsibility for [*CONFIDENTIAL*] .
(3) [*CONFIDENTIAL*] will support the [*CONFIDENTIAL*] and [*CONFIDENTIAL*].
(4) [*CONFIDENTIAL*] – responsible for supporting the WFM Regions.
(5) [*CONFIDENTIAL*] – responsible for supporting the [*CONFIDENTIAL*].
(6) [*CONFIDENTIAL*]– supporting WFM as directed by UNFI.
(7) [*CONFIDENTIAL*] – supporting the [*CONFIDENTIAL*].

(ii) Additional Requested Support. Upon WFM request, UNFI shall add dedicated support for longer term joint initiatives (greater than [*CONFIDENTIAL*]) to be located at WFM headquarters or remotely, at WFM's request and at WFM's expense. The Administration Fee in 16(e)(ii) will be adjusted to include the cost of this dedicated support requested by WFM.

(b) Contract Manager. UNFI will designate a UNFI employee to serve as a WFM Contract Manager. The Contract Manager's specific duties will be designed by UNFI but will pertain to WFM's account. The Contract Manager will help ensure that UNFI is in compliance with this Agreement and act as the liaison to WFM for auditing purposes. Further, the Contract Manager will conduct continuous self-auditing.

(c) Appointment Criteria. The individual filling the Sr Director position is subject to WFM's reasonable service level satisfaction. WFM may request removal of specific UNFI personnel for any failure to meet WFM's reasonable service level expectation and UNFI will promptly replace such individuals with new personnel that is competent to meet WFM's reasonable service level expectations.

(d) WFM Store Support. UNFI will [*CONFIDENTIAL*]. UNFI will continue to provide assistance for new and relocated WFM Stores as reasonably requested by WFM.

(e) Promotions Administration.

(i) Administration Activity. UNFI will administer the EDLC Program and the collection of scan-back charges and WFM advertising fees (the "**Promotions Funds**"). Each calendar month, WFM shall [*CONFIDENTIAL*]. UNFI shall [*CONFIDENTIAL*].

(ii) Administration Fee. WFM shall pay UNFI [*CONFIDENTIAL*] per calendar year for the collection of the Promotions Funds (the "**Administration Fee**"). The Administration Fee shall be paid each calendar month on a pro-rata basis as a deduction from the Promotion Funds payment. Beginning with calendar year 2025, the parties shall conduct an annual review of the volume and cost of UNFI's administration activity set forth in this section and may increase or decrease the Administration Fee on an annual basis not to exceed [*CONFIDENTIAL*].

16. [*CONFIDENTIAL*].

17. UNFI Distribution Centers; Delivery Standards.

(a) Standards for Distribution Centers. UNFI represents and warrants that all UNFI DCs will be maintained and operated in accordance with all applicable laws, in compliance with industry standards (including industry sanitation standards and Safe Quality Food (SQF) certification, and in all material respects in accordance with UNFI's warehousing and delivery standards, which will be available for review upon request by WFM). As part of its quality assurance program, UNFI [*CONFIDENTIAL*]. WFM may require UNFI to [*CONFIDENTIAL*]. All UNFI DCs providing organic items to WFM will maintain current USDA Organic Certification. WFM may [*CONFIDENTIAL*]. After [*CONFIDENTIAL*], UNFI shall [*CONFIDENTIAL*]. The proposed [*CONFIDENTIAL*], and the parties will [*CONFIDENTIAL*].

(b) Covenants for Delivery. UNFI shall, at UNFI's election, transport Products on UNFI fleet or WFM-approved carriers to individual WFM Locations. UNFI shall comply with all applicable laws, including any regional or national limitations or guidelines regarding deliveries (e.g., municipal, residential or property owner imposed restrictions on delivery hours, parking of trucks, unacceptable levels of noise in residential areas, etc.).

(c) Delivery Time Windows. UNFI agrees to uphold a[*CONFIDENTIAL*] delivery time window for delivery of Products to WFM Locations that is documented and maintained within a shared order/delivery schedule file. The shared order/delivery schedule file will be regularly updated as necessary, with any modifications or adjustments being made by mutual agreement of the parties involved. Within [*CONFIDENTIAL*] from the Effective Date, and with reasonable cooperation from WFM on adjusting current delivery windows, for WFM Locations that have multiple deliveries in a day, the later deliveries must arrive within [*CONFIDENTIAL*] of the (initial) delivery window and follow an initial delivery of no less than [*CONFIDENTIAL*] of that store's order to be considered on time.[*CONFIDENTIAL*]. The parties agree that all deliveries are currently designated "AM" or "PM". AM deliveries are defined as deliveries scheduled between [*CONFIDENTIAL*] AM and [*CONFIDENTIAL*] PM. PM deliveries are defined as deliveries scheduled between[*CONFIDENTIAL*] PM and [*CONFIDENTIAL*] AM. If a WFM Location requests a change in a delivery time window that UNFI is unable to meet, UNFI and WFM may negotiate [*CONFIDENTIAL*]. If the parties cannot agree on the amount of the[*CONFIDENTIAL*], UNFI agrees it will meet the new delivery time window the WFM Location requested. If changes are required by municipal, residential or property owners on delivery hours, parking of trucks, delivery routes, curfews, noise ordinances, lease covenants, neighborhood covenants and/or operating hours, then WFM and UNFI will work together to make the scheduling changes necessary to comply with such restrictions. [*CONFIDENTIAL*], UNFI shall provide WFM[*CONFIDENTIAL*]. If a UNFI DC fails to meet the delivery windows for its applicable WFM Locations less than [*CONFIDENTIAL*] during any calendar month, excluding uncontrollable reasons or other exceptions as agreed upon by the parties, WFM will notify UNFI [*CONFIDENTIAL*]. UNFI shall [*CONFIDENTIAL*]. For example, if UNFI [*CONFIDENTIAL*]. Had UNFI [*CONFIDENTIAL*]. Consequently, UNFI shall [*CONFIDENTIAL*]. This section shall not apply to WFM Locations that have a delivery window of less than [*CONFIDENTIAL*] hours.

(d) Code Date Policy; Inventory Management Products shall be distributed to WFM Locations in compliance with the Code Date Policy attached as Exhibit I related to the minimum number of days prior to expiration of the final code date, for Products, under which such Products will be accepted upon delivery to the WFM Locations. Code life for Hawaii WFM Locations shall be based on minimum code date remaining when delivered to WFM freight forwarding agents. The Code Date Policy may be amended from time to time upon mutual agreement of the parties. Product delivered with less than the minimum code date shall be deemed OOS for purposes of Sections 8(d)(iii) and 12(b). UNFI agrees to deliver all Products on a FEFO inventory management basis, to ensure proper inventory turns and maximize available Product Code Dates. Receipt of short-coded Product at any WFM Location that is not sold or used within the code date will be fully credited to WFM in accordance with the Code Date Policy.

(e) Quality Assurance. All Products delivered to WFM shall be of good quality, merchantable, be free of any encumbrance, and fit or suitable for the purposes for which goods of that type are ordinarily used, as well as for the purposes intended by the manufacturer of such Products. The Products will be free from damage, including, but not limited to, temperature damage and evidence of rodents or insects. WFM requirements relative to temperature damage is detailed in Exhibit J.

(f) Palletization Standards. WFM and UNFI will [*CONFIDENTIAL*]. In order to [*CONFIDENTIAL*], UNFI DCs [*CONFIDENTIAL*] will [*CONFIDENTIAL*]. UNFI's [*CONFIDENTIAL*].

(g) Store Receiving. All Product shipments by UNFI to WFM Locations shall be evidenced by a "Delivery Document" and signed by both parties. Shipments of Product shall be acknowledged as received by execution of the delivered invoice and "Delivery Document" by a WFM employee at the WFM Location. A copy of each invoice and "Delivery Document" shall be left with the WFM Location. In the event that UNFI computer system issues prevent UNFI from delivering WFM product with invoices, WFM agrees to accept a Bill of Lading for such delivery in lieu of an invoice.

(h) Passage of Title and Risk of Loss. Title and risk of loss for Products purchased pursuant to this Agreement shall pass upon delivery to WFM Locations when delivered by UNFI fleet or by independent carrier.

(i) [*CONFIDENTIAL*]:

(i) [*CONFIDENTIAL*]. UNFI must maintain [*CONFIDENTIAL*];

(ii) [*CONFIDENTIAL*]. [*CONFIDENTIAL*] shall be conducted [*CONFIDENTIAL*];

(iii) Corrective Actions. Prompt and appropriate action shall be taken [*CONFIDENTIAL*];

(iv) Documentation and Reporting. UNFI must [*CONFIDENTIAL*];

(v) Employee Training. Appropriate DC warehouse employees shall receive training on the importance of [*CONFIDENTIAL*];

(vi) Continuous Improvement. UNFI must review and update its [*CONFIDENTIAL*];

(vii) Communication Plan. Management routines shall be followed so that escalations are shared with relevant employees, management, and the [*CONFIDENTIAL*];

(viii) Compliance Monitoring. Annual reviews [*CONFIDENTIAL*]; and

(ix) Commitment to Excellence. UNFI shall [*CONFIDENTIAL*].

18. Indemnification; Insurance and Disaster Recovery and Business Continuity.

(a) UNFI Indemnity. UNFI shall indemnify, defend and hold harmless WFM and its parent, subsidiaries and affiliates, together with their stockholders, general and limited partners, members, managers, directors, officers, employees, agents, representatives, successors and assigns from and against any and all demands, claims, liabilities, losses, judgments, settlements, penalties, costs, expenses, fees (including reasonable fees of any attorneys, consultants or experts), interest, liens, encumbrances, causes of action, damages of any kind and any other obligations (together "**Liabilities**") arising out of, relating to or otherwise based upon (i) any violation by UNFI of any federal, state or local law, including any statute, ordinance, administrative order, rule or regulation; (ii) any negligence or willful misconduct of any UNFI Parties or any of their employees or agents; (iii) the breach of any term of this Agreement; (iv) the employment, presence or activities of any UNFI Parties or their employee or contractor at any WFM Location or other property (including, but not limited to, all personal injury, wage and hour, wrongful termination, harassment, discrimination, workers compensation, disability, tort, strict liability or contract claims or demands); and (v) any Product recall or withdrawal or safety notice initiated as a result of a request by a government agency, local health authority or consumer protection agency or court action because of or resulting from a condition which existed at the time of delivery of the Product to the WFM Locations.

(b) WFM Indemnity. WFM shall indemnify, defend and hold harmless UNFI and its parent, subsidiaries and affiliates, together with their stockholders, general and limited partners, members, managers, directors, officers, employees, agents, representatives, successors and assigns from and against any and all Liabilities arising out of, relating to or otherwise based upon (i) any violation by WFM of any federal, state or local law, including any statute, ordinance, administrative order, rule or regulation; (ii) any negligence or willful misconduct of WFM or any of its employees or agents; (iii) the breach of any term of this Agreement; (iv) WFM's failure to purchase UNFI's Private Label SKU inventory and/or Control Label SKU inventory on condition that UNFI is in compliance with Section 6 of the Agreement and UNFI has no greater than (x) a [*CONFIDENTIAL*] supply of the Product based upon the WFM Locations' past purchasing practices, or, if a new Product, projections provided in writing by WFM, or (y) the Product supplier's minimum order quantity; and (v) the employment, presence or activities of WFM or its employee or contractor on any UNFI premises related to this Agreement (including, but not limited to, all personal injury, wage and hour, wrongful termination, harassment, discrimination, workers compensation, disability, tort, strict liability or contract claims or demands).

(c) Third Person Claims. Promptly after a party has received notice of or has actual knowledge of any claim against it or the commencement of any action or proceeding by a third person with respect to any such claim, such party (sometimes referred to as the "**Indemnitee**") shall give the other party (sometimes referred to as the "**Indemnitor**") written notice of such claim or commencement of such action or proceeding; provided, however, that the failure to give such notice will not affect the right to indemnification hereunder with respect to such claim, action or proceeding, except to the extent that the other party has been actually prejudiced as a result of such failure. If the Indemnitor has notified the Indemnitee within thirty (30) days from the receipt of the foregoing notice that it wishes to defend against the claim, unless there exists a potential conflict of interest between the parties, then the Indemnitor shall have the right to assume and control the defense of the claim by appropriate proceedings with counsel reasonably acceptable to the

Indemnitee. The Indemnitee may participate in the defense, at its sole expense, of any such claim for which the Indemnitor shall have assumed the defense pursuant to the preceding sentence, provided, however, that counsel for the Indemnitor shall act as lead counsel in all matters pertaining to the defense or settlement of such claims, suit or proceeding other than claims that in the Indemnitee's reasonable judgment could have a material and adverse effect on Indemnitee's business apart from the payment of money damages. The Indemnitee shall be entitled to indemnification for the reasonable fees and expenses of its counsel for any period during which the Indemnitor has not assumed the defense of any claim. The Indemnitor may not settle any claim without obtaining a release approved by and for the benefit of the Indemnitee, unless the consent of the Indemnitee is obtained.

(d) Product Liability. In addition to the obligations set forth in Section 18(a),UNFI acknowledges that it generally obtains indemnification agreements from the various manufacturers, suppliers, vendors or distributors of Products it purchases and sells. UNFI agrees to [*CONFIDENTIAL*]. UNFI's obligation to [*CONFIDENTIAL*]. [*CONFIDENTIAL*].

(e) Insurance. At all times during the Term and for a two (2) year period after its termination or expiration, UNFI shall maintain, at its expense, occurrence-based insurance coverage (the "**Insurance Coverage**") in the types and amounts as follows:

(i) Workers' Compensation and Employer's Liability insurance affording compensation benefits for all of its employees in an amount sufficient to meet all statutory requirements and employer's liability insurance with limits of [*CONFIDENTIAL*] for each accident or disease.

(ii) Commercial General Liability Insurance with a bodily injury and property damage limit of [*CONFIDENTIAL*] per occurrence, [*CONFIDENTIAL*] per person/organization limit for personal and advertising injury coverage, [*CONFIDENTIAL*] general aggregate and [*CONFIDENTIAL*] products and completed operations aggregate inclusive of coverage for all premises and operations, contractual liability for this Agreement and product/completed operations coverage.

(iii) UNFI shall obtain, [*CONFIDENTIAL*], a Cyber Privacy/Network Security policy or equivalent that provides coverage, including, but not limited to, Privacy and Network Security Liability, Regulatory Defense and Penalties, Media Liability, Privacy Notification and Expenses, Network Interruption, Data Asset Restoration, and Cyber Extortion with limits for a company of UNFI's size and business.

(iv) Automobile Liability Insurance with a combined single limit of[*CONFIDENTIAL*] per occurrence for injuries, including accidental death and property damage.

(v) Umbrella or Excess Liability Insurance with limits not less than [*CONFIDENTIAL*] per occurrence that provides additional limits for employer's liability, commercial general liability, automobile liability and products liability insurance.

The Insurance Coverage will be from an insurance company classified by A M Best as a Class VII or larger with a Financial Strength Rating of at least A, A-. None of the Insurance Coverage

amounts will be construed as a limitation on UNFI's potential liability. Except for Workers' Compensation and Employer's Liability insurance, the insurance policies will not have a per incident deductible of greater than [*CONFIDENTIAL*] without the prior written consent of WFM. In connection with UNFI's execution of this Agreement, UNFI will provide WFM with certificates of insurance evidencing all of the referenced insurance policies, which will provide that: (i) such insurance will not be cancelled unless WFM has been given at least 30 days' advance written notice thereof; and (ii) such certificates will be renewed annually or as policy renewals occur. Except for Workers' Compensation and Employers Liability, the required insurance policies will, at UNFI's expense, name "Whole Foods Market, Inc. and its subsidiaries" as additional insureds.

(f) Business Continuity. UNFI will have a Business Continuity Plan and Emergency Action Plans in place to ensure UNFI is able to procure, store and deliver Products to its customers, including WFM Locations. UNFI shall provide a written summary of its Business Continuity Plan and Emergency Action Plans as it relates to the UNFI DCs supplying the WFM Locations as reasonably requested from time to time. UNFI shall: (i) notify WFM of any material revision or modification in the Business Continuity Plan and Emergency Action Plan [*CONFIDENTIAL*]; and (ii) no more than once per calendar year and at the request of WFM upon not less than six weeks' advance notice, participate in a walk-through of UNFI's Business Continuity and or Emergency Action Plans for one of the UNFI DCs servicing the WFM Locations; provided, that if UNFI has conducted a walk-through test within six months prior to such request the test results shall suffice in lieu of such walk-through test. UNFI shall conduct a walk-through test, at UNFI's expense, of the Business Continuity Plan and Emergency Action Plans periodically and upon completing each walk-through test, provide a written summary of the test results to WFM. If WFM determines a UNFI DC failed to substantially comply with the Business Continuity and/or the Emergency Action Plan, UNFI agrees to work with WFM to address the recorded deficiencies. The Business Continuity Plan and Emergency Action Plan will describe the contingency plans that UNFI will enact in the event a UNFI DC is unable to operate in the normal course and cannot service its customers, including WFM Locations, is subject to a Force Majeure Event, a voluntary restriction or closure, UNFI's computer network experiences a network disruption or security breach or other unforeseen circumstance. UNFI will: (i) within [*CONFIDENTIAL*], formalize the business continuity strategy that [*CONFIDENTIAL*]; (ii) within [*CONFIDENTIAL*], update [*CONFIDENTIAL*]; and (iii) within [*CONFIDENTIAL*], provide [*CONFIDENTIAL*].

19. Compliance with Laws

(a) General. Each party covenants and agrees during the Term it will fully comply with all applicable laws, ordinances, regulations, licenses and permits of or issued by any federal, state or local government entity, agency or instrumentality applicable to its responsibilities hereunder. Each party agrees that it shall comply with all certification procedures and regulations. Each party shall promptly notify the other party after it becomes aware of any material adverse proposed law, regulation or order that, to its knowledge, may or does conflict with the parties' obligations under this Agreement. The parties will promptly decide whether a change may be made to the terms of this Agreement to eliminate any such conflict or impracticability.

(b) Organic Documentation. In connection with any organic Products, UNFI shall take all such actions as required by any federally recognized certifying organization (or as required by law) in order for such Products to be certified as organic, including, without limitation, the

maintenance of any required documentation and the taking of the necessary precautions to prevent Product compromise. UNFI shall provide all documentation relating to the foregoing to WFM at WFM's request.

(c) Foreign Supplier. UNFI or UNFI supplier shall serve as the Foreign Supplier Verification Program (**FSVP**") Importer as that term is defined in 21 CFR § 1.500 ("**FSVP Importer**"). UNFI represents and warrants that FSVP covered Products for which UNFI serves as FSVP Importer have been analyzed according to and will meet all requirements of the FSVP. UNFI will maintain records of such compliance and will [*CONFIDENTIAL*]. Where UNFI is not the designated FSVP Importer, UNFI will make reasonable efforts to [*CONFIDENTIAL*] that [*CONFIDENTIAL*].

20. Termination Provisions.

(a) Either party may terminate this Agreement immediately by providing written notice to the other party (unless otherwise provided below) for cause upon the occurrence of any one or more of the following:

(i) a failure to make any material payment, credit, rebate or other remittance of monetary consideration provided for herein (other than in connection with a dispute of which notice was given) or failure to remedy any delinquent material payment, credit, rebate or other remittance within fifteen (15) business days after notice (which failure to cure shall be an event of default); and

(ii) a breach of any non-monetary obligations under the Agreement, and failure to cure such breach after 30 days' prior written notice of the breach; provided, however, that [*CONFIDENTIAL*].

(b) WFM may terminate this Agreement immediately by providing written notice to UNFI (unless otherwise provided below) for cause upon the occurrence of any one or more of the following:

(i) a significant competitor of WFM in the grocery retail or distribution business, acquires more than a 20% equity interest in UNFI or its direct or indirect affiliates;

(ii) The results of any audit of UNFI show evidence of willful misconduct on the part of UNFI or any of its employees or representatives of a nature that is material in either dollar amount or percentage to total amounts or to the operational units affected, or that could reasonably result in a material impact to the reputation or operational performance of WFM;

(iii) It is determined by any regulatory agency, or UNFI publicly announces, that any certification given by officers of UNFI relating to internal controls was materially incorrect. Regulatory violations by UNFI where the violations or the corrective action required materially and adversely affect the continued ability of UNFI to perform all or any material portion of the Agreement; or

(iv) The quality of service provided by UNFI does not meet industry standards, and UNFI has failed to remedy service problems within [*CONFIDENTIAL*] after written notice of breach by WFM.

21. Representations and Warranties of UNFI. UNFI represents and warrants to WFM as follows, and such representations and warranties shall survive the Effective Date:

(a) Sufficient Personnel to Perform Obligations. UNFI (i) has sufficient personnel with adequate training and expertise to perform its obligations as contemplated hereunder in the time frames contemplated herein and (ii) will use reasonable care in the performance of UNFI's obligations under this Agreement.

(b) National Organic Standards. UNFI has adequate processes and systems in place, and has adequately educated its personnel, and that it will fully comply with all federal, state and local regulations relating to handling and labeling of organic Products, including, but not limited to, the National Organic Standards as promulgated by the U.S. Department of Agriculture and as such applies to UNFI as a handler or processor of organic foods. UNFI acknowledges that WFM has placed substantial reliance on UNFI to handle various foods for human consumption so as to not invalidate any "organic" designation of such foods.

(c) Data Security. UNFI agrees to comply with the provisions of the Data Security Exhibit attached to this Agreement as Exhibit K, which are incorporated herein by reference.

(d) UNFI Distribution Center's Condition and Capacity. All of the UNFI DCs servicing WFM will be maintained and operated in accordance with UNFI warehousing and delivery standards. Such UNFI DCs have the operational systems required to support the obligations of UNFI as set forth in this Agreement, and all such UNFI DCs have adequate capacity to order, store and deliver Products in accordance with the terms of this Agreement and in the amounts contemplated by WFM. All the UNFI DCs shall have sufficient security measures in place prior to receipt of Products for WFM to ensure that such Products are not tampered with or adulterated in any manner, and that all such Products shall be maintained at temperatures and other storage conditions necessary to preserve the freshness and integrity of the Products.

(e) Financial Controls and Information Provided to Auditors. UNFI has sufficient internal controls over financial reporting that provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP. All information requested by WFM (i) will be provided by UNFI to WFM and/or its designated auditors, (ii) will be in the format required in this Agreement or agreed upon by the parties, and (iii) will be true and correct in all respects, except as otherwise disclosed to WFM and/or its designees at the time of disclosure.

(f) Transfer of Title and Risk of Loss. Upon delivery of Products, UNFI will transfer title and ownership of Products to the WFM Locations. Upon WFM's purchase of Products, the Products will be free of any liens, claims or other encumbrances.

(g) Recall. UNFI has a reliable recall system and policies in place, including appropriate tracking, coding and accounting systems for all Products. UNFI shall cooperate with WFM in removing product that is recalled or withdrawn ("**Recalled Product**") and replenishing

WFM Locations with replacement Products. UNFI shall reimburse WFM the actual cost WFM paid UNFI for the Recalled Products, to the extent UNFI is able to collect from the Recalled Product supplier.

22. Representations and Warranties of WFM. WFM represents and warrants to UNFI as follows, and such representations and warranties shall survive the Effective Date:

(a) Sufficient Personnel to Perform Obligations. WFM represents that it has sufficient personnel with adequate training and expertise to perform its obligations as contemplated hereunder in the time frames contemplated herein.

(b) Computer Systems. WFM has proper security safeguards in place to ensure the confidentiality of all of UNFI's data as contained in WFM's computer systems. All such systems will perform without material defect or error in compliance with the performance standards set forth in this Agreement. WFM has a disaster recovery program in place to ensure that, in the event of a catastrophic destruction of any portion of WFM's computer systems, wherever located, WFM will be able to recover all necessary data to continue to perform its obligations hereunder in substantially the time frames contemplated herein.

23. Miscellaneous.

(a) Binding Effect. This Agreement, including its exhibits, supersedes all prior agreements between UNFI and WFM and is the only agreement between UNFI and WFM, either oral or in writing relating to the subject matter hereof.

(b) Force Majeure. Should performance of any obligation created under this Agreement become illegal or impossible, by reason of fire, flood, storm, act of God, governmental authority, labor disputes, war, epidemic, pandemic or disease or any other cause not enumerated herein but which is beyond the reasonable control of the party whose performance is affected ("**Force Majeure Event**"), then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance; provided, however, that the affected party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

(c) Governing Law; Forum and Jurisdiction; Waiver of Punitive and Similar Types of Damages. The relationship of the parties hereto and all claims arising out of or related to that relationship, including, but not limited to, the construction and interpretation of any written agreements, including this Agreement, shall be governed by the substantive laws of the State of Delaware (without regard to conflicts of law principles). The parties agree and consent to the jurisdiction of the state and federal courts located in Delaware and acknowledge that such courts are proper and convenient forums for the resolution of any actions between the parties with respect to the subject matter of this Agreement, and agree that, in such case, these courts shall be the sole and exclusive forums for the resolution of any actions between the parties with respect to the subject matter hereof. The parties also waive any and all right to punitive, incidental or consequential damages, except to the extent such damages are included in any award for which indemnification is sought pursuant to the terms of this Agreement or an action is brought for breach of provisions relating to confidential information. The prevailing party in any action to

enforce this Agreement shall be entitled to recover all related costs of the suit, including reasonable attorneys' fees and court costs.

(d) Confidentiality. In connection with this Agreement, the parties may acquire or develop confidential information relating to each party and such party's businesses that includes quality standards, business methods, sales data and trends, Intellectual Property, purchasing history, pricing, marketing and pricing strategies, technical data, general or specific customer information and the terms of this Agreement ("**Confidential Information**"). The term Confidential Information shall include computer software, source code, object code, hardware configurations and all other information relating to a party, its business and prospects, learned by the other party or disclosed by such party from time to time to the other party in any manner, whether orally, visually or in tangible form (including, without limitation, documents, devices and computer readable media) and all copies, improvements, derivatives and designs thereof, created by either party whether owned by or licensed to such party. The term Confidential Information shall also be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared that contain, reflect or are based upon the information furnished to such party by the other party pursuant hereto. The parties (i) will hold all Confidential Information in strict confidence, (ii) will only use Confidential Information for the purpose of performing under this Agreement, and (iii) will not disclose any Confidential Information to any third-party (other than to affiliates or subsidiaries and their own outside legal, accounting, insurance or financial advisors or other consultants as necessary) without the other party's prior written consent. Without limiting the foregoing, UNFI will not use any Confidential Information in connection with the marketing, distribution or sale of UNFI's Products other than to WFM. UNFI will not use, sell, or share any Confidential Information, including, but not limited to, WFM sales data or any type of compilation of natural sales data that includes WFM without the written consent of WFM. The foregoing applies even if the WFM Confidential Information is in a generic format that does not specifically reference WFM. The parties will use the highest degree of care it uses to protect its own confidential information to maintain the confidentiality of all Confidential Information but in no event less than a reasonable degree of care. Confidential Information shall not include any information that:

(i) was in a party's possession, prior to disclosure by the other party hereunder, provided such information is not known by such party to be subject to another confidentiality agreement with or secrecy obligation to the other party;

(ii) was generally known in the grocery industry at the time of disclosure to a party hereunder, or becomes so generally known after such disclosure, through no act of such party;

(iii) has come into the possession of a party from a third-party who is not known by such party to be under any obligation to the other party to maintain the confidentiality of such information; or

(iv) was independently developed by a party without the use of any Confidential Information of the other party, to the extent that such independent development is reasonably established by such first party to the other party.

Notwithstanding the foregoing, nothing herein shall prevent the filing of a copy of this Agreement as an exhibit to any filing required by a regulatory agency having jurisdiction over either party, provided that a party required to file a copy hereof shall notify the other party of the filing and request and obtain confidential treatment of all financial terms of this Agreement prior to the filing thereof. In addition, either party may disclose the terms of this Agreement pursuant to a valid subpoena, provided such party gives the other party reasonable prior notice of the service of any subpoena to permit the other party to seek a protective order, and seeks confidential treatment of all financial terms hereof.

If a party breaches or threatens to breach any provision of this Section 23(d), the parties agree that the non-breaching party's remedy at law is inadequate. Therefore, in the event of such breach or threatened breach, in addition to any other remedy which may be available to the non-breaching party, the non-breaching party shall be entitled to seek, without posting a bond, preliminary or permanent injunctive and/or other equitable relief restraining the breaching party, or any of its agents or employees, from breaching or acting in any manner inconsistent with the conduct or performance required by this Section 23(d). In addition to the foregoing, a party may demand from and be entitled to immediately receive payment from the other party, as liquidated damages for a breach of Section 23(d), if such breach is determined by a court of competent jurisdiction, the amount of [*CONFIDENTIAL*] in immediately available funds. The disclosure of the same information at the same time to more than one third-party shall only be regarded as a single violation for purposes of this subsection (d). The parties agree that (A) the [*CONFIDENTIAL*] in liquidated damages are a reasonable approximation of the injury that would be suffered by a party in the event of a breach of this Section 23(d) by either party; (B) the amount of actual loss cannot be precisely determined, but such liquidated damages provided for in this Section 23(d) are fair and reasonable; (C) all such payments made under this Section 23(d) shall be paid as liquidated damages and not as a penalty; (D) all such payments due under this Section 23(d) shall be made as an offset against all amounts due and owing under this Agreement.

Notwithstanding the foregoing, the parties agree that UNFI may use and disclose only such WFM Confidential Information required to fulfill the following: (a) administering, managing and collecting [*CONFIDENTIAL*]; (b) administering [*CONFIDENTIAL*]; (c) providing WFM with products and services; provided that the receiving parties are advised of the confidential nature of such Confidential Information and are bound by confidentiality obligations consistent with this Agreement; and (d) as otherwise agreed to by the parties.

(e) Amendment; Assignment; Binding Effect. This Agreement may not be amended or modified except by a writing signed by an authorized officer of each party specifically referencing this Agreement and the intent to amend or modify. It is agreed that neither party shall transfer or assign this Agreement or any part hereof or any right arising hereunder, by operation of law or otherwise, without the prior written consent of the other party ("**Non-Assigning Party**"). A "**Change of Control**" shall be deemed to be an assignment for purposes of this Agreement. Any purported assignment (including a Change of Control) without the Non-Assigning Party's consent shall be void and of no force or effect. Subject to the foregoing Non-Assigning Party's consent, this Agreement shall be binding on the respective parties and their permitted successors and assigns. A "**Change of Control**" means (A) any transaction or series of related transactions in which a person, group, or entity acquires beneficial ownership of more than 50% of the equity interests in a party to this Agreement or its direct or indirect parent, or (B) a merger or

consolidation of another entity with or into a party to this Agreement or its direct or indirect parent, with the effect that any third-party becomes beneficial owner of more than 50% of the equity interests of a party to this Agreement or its direct or indirect parent. Notwithstanding anything to the contrary stated above, either party hereto may assign this Agreement to any direct or indirect affiliate existing at the time of the Effective Date without obtaining the consent of the other party hereto and in such event no Change of Control shall be deemed to have occurred.

(f) Entire Agreement; Survival. All exhibits to this Agreement are incorporated by reference. This Agreement (and any documents referred to herein) represents the entire agreement and understanding of the parties with respect to the matters set forth herein, and there are no representations, warranties or conditions, side letters, or other agreements (other than implementing invoices, purchase orders and the like necessary to implement this Agreement) not contained herein that constitute any part hereof or that are being relied upon by any party hereunder. In the event this Agreement terminates, all claims arising prior to such termination shall survive such termination, and in addition, the following sections shall survive any such termination: 4, 7-14 and 17-23.

(g) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall be enforced.

(h) Publicity. Both parties shall agree on any press release related to the signing of this Agreement; provided, however, that either party may release information reasonably deemed necessary by their respective securities counsel under applicable governing laws. Except for the foregoing, UNFI will not (i) use for any reason any name, logo or trademark of Whole Foods Market, Inc. or any of their respective affiliates or subsidiaries in any manner suggesting that UNFI has a relationship with Whole Foods Market, Inc. or any of their respective affiliates or subsidiaries (ii) issue any press release or make any other statement to the press or authorize any publication to print anything that mentions Whole Foods Market, Inc., WFM or any of their respective affiliates or subsidiaries by name or refers to this Agreement or the transactions contemplated herein or (iii) disclose the content or existence of this Agreement to any third-party.

(i) Notices. Unless otherwise stated, all notices given in connection with this Agreement will be in writing and will be deemed delivered at the time of personal delivery or 3 business days after being sent by facsimile (with a confirmation) or mailed by express, certified or registered mail, or sent by a recognized national or international courier, as appropriate (in all cases postage prepaid and return receipt requested). Notices shall be addressed to the parties at the addresses set forth below or to such other address as shall have been so notified to the other party in accordance with this section. Notices to UNFI shall be addressed to: 313 Iron Horse Road, Providence, RI 02908, ATTN: Legal Department, with a copy to the President of Wholesale. Except as set forth herein, notices to WFM shall be addressed to: Senior Vice President of Supply Chain and Retail Operations, 550 Bowie Street, Austin, TX 78703, with a copy to Senior Vice President of Legal Affairs and General Counsel.

(j) No Third-Party Beneficiaries. Nothing in this Agreement, whether expressed or implied, is intended to confer on any person other than the parties to this Agreement or their parent, affiliates or subsidiaries, respective successors or permitted assigns, any rights, remedies, obligations or liabilities.

(k) Independent Contractors. In all matters relating to this Agreement both parties shall be acting solely as independent contractors and shall be solely responsible for the acts of their respective employees, contractors and agents. Employees, agents or contractors of one party shall not be considered employees, agents or contractors of the other party. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent, or to otherwise create any liability for or obligation of either party whatsoever with respect to the indebtedness, liabilities, and obligations of the other party. Neither UNFI nor any employee or representative of UNFI shall at any time wear a "Whole Foods Market" (Registered Trademark) uniform or in any way hold himself out to be an employee of WFM or any WFM Affiliate. The parties specifically agrees that this Agreement shall not be deemed to grant or imply that either party or any employee of either party is authorized to sign, contract, deal, or otherwise act in the name of or on behalf of the other party.

(l) Titles and Headings; Counterparts; Facsimile/Electronic Signature; Preprinted Forms. The titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become a binding agreement when one or more counterparts have been signed by each party and delivered to the other party. Electronic or facsimile signatures shall be deemed original signatures for purposes of execution of this document. This Agreement, including its attachments, supersedes all prior agreements between UNFI and WFM or any WFM Affiliate and is the only agreement between WFM and UNFI, either oral or in writing, relating to the matters set forth herein. Each party agrees that use of pre-printed forms, including, but not limited to, email, purchase orders, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect.

(m) Negotiation of Agreement. Each party and its counsel have cooperated in the drafting and preparation of this Agreement and the documents referred to herein, and any drafts relating thereto shall be deemed the work product of the parties and may not be construed against any party by reason of its preparation. Any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that drafted it is of no application and is hereby expressly waived.

(n) Termination of Prior Agreements. Upon execution, this Agreement, including its attachments, supersedes all prior agreements between UNFI and WFM, including, but not limited to, the Agreement for Distribution of Products dated October 30, 2015, to be effective as of September 28, 2015, as amended on March 3, 2021, that is due to expire on September 27, 2027, and the letter agreement dated September 18, 2017, and is the only agreement between WFM and UNFI, either oral or in writing relating to the subject matter hereof. .

(o) [*CONFIDENTIAL*]

(p) Changes. Without the prior written consent of WFM, UNFI[*CONFIDENTIAL*]. In an effort to[*CONFIDENTIAL*]. Nothing in this section shall [*CONFIDENTIAL*].

(q) Reasonable Efforts. The parties agree to use reasonable efforts with respect to performance of this Agreement.

(r) Good Faith. In accordance with Delaware governing law, the parties agree to the implied covenant of good faith and fair dealing in the performance of the Agreement.

[Signature Page to Follow]

The parties have entered into this Agreement as of the Effective Date.

Whole Foods Market Services, Inc.

By: /s/ Bart Beilman

Name: Bart Beilman

Title: SVP Supply Chain & Retail Operations

United Natural Foods, Inc.

By: /s/ Sandy Douglas

Name: Sandy Douglas

Title: CEO

List of Exhibits

Exhibit A: Private Label SKU and Control Label SKU Overstock and Short Dated Agreement

Exhibit B: Branded Item Reset Responsibilities

Exhibit C: Definitions of “Roll Off” and “Fingerprint”

Exhibit D: Fuel Surcharge

Exhibit E: WFM Stores

Exhibit F: Credit Policies

Exhibit G: Example of [*CONFIDENTIAL*]

Exhibit H: Form [*CONFIDENTIAL*].

Exhibit I: Code Date Policy

Exhibit J: Temperature Monitoring Reference – US

Exhibit K: Data Security Exhibit

Exhibit L: UNFI Supplier Policies and Procedures; UNFI form Supplier Agreement

Exhibit 10.7
Execution Version

AMENDED AND RESTATED SEVERANCE AGREEMENT

THIS AMENDED AND RESTATED SEVERANCE AGREEMENT ("**Agreement**") is effective as of June 3, 2024 (the "**Effective Date**") and is made by and between United Natural Foods, Inc., a Delaware corporation (the "**Company**"), and J. Alexander Douglas (the "**Employee**"). This Agreement amends and restates in its entirety that certain Severance Agreement by and between the Company and the Employee dated August 9, 2021.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including without limitation the Employee's willingness to commence or continue his or her employment with the Company and the other obligations of the parties hereunder, the parties hereby agree as follows:

1. Defined Terms. The following terms shall have the following definitions:

(a) the term "**Affiliate**" with respect to the Company means any corporation, partnership, joint venture or other entity during any period in which at least a fifty percent voting or profits interest is owned, directly or indirectly, by the Company (or by any entity that is a successor to the Company).

(b) the term "**Cause**" shall mean the termination of the Employee's employment with the Company or any Affiliate due to (i) conviction of the Employee under applicable law of (A) any felony or (B) any misdemeanor involving moral turpitude, (ii) unauthorized acts intended to result in the Employee's personal enrichment at the material expense of the Company or any of its Affiliates or their reputation, or (iii) any violation of the Employee's duties or responsibilities to the Company and its Affiliates which constitutes willful misconduct or dereliction of duty, or (iv) material breach of Sections 5(a) and (b) of this Agreement; provided however, that in the case of circumstances described in this definition, the nature of the circumstances shall be set forth with reasonable particularity in a written notice to the Employee approved by a majority of the membership of the Board of Directors of the Company, and the Employee shall have twenty (20) business days following delivery of such written notice to cure such alleged breach, provided that such breach is, in the reasonable discretion of the Board of Directors of the Company, susceptible to a cure and provided further that delivery of such written notice shall have been approved by a majority of the members of the Board of Directors of the Company.

(c) the term **"Code"** means the Internal Revenue Code of 1986, as amended.

(d) the term "**Disability**" shall have the meaning set forth in the then-current Company-sponsored disability plan applicable to the Employee (the "**Benefit Plan**"), and no Disability shall be deemed to occur under the Benefit Plan until the Employee meets all applicable requirements to receive benefits under the long-term disability provisions of such Benefit Plan; provided, however, in the event that the Benefit Plan does not provide long term disability insurance benefits then the Employee's employment hereunder cannot be terminated for Disability and any termination of the Employee during such a period shall constitute a termination by the Company without Cause.

(e) the term "**Good Reason**" shall mean, without the Employee's express written consent, the occurrence of any one or more of the following: (i) the assignment of the Employee to duties materially adversely inconsistent with the Employee's duties as of the date hereof, and failure to rescind such assignment within thirty (30) days of receipt of notice from the Employee; (ii) a material reduction in the Employee's title, executive authority or reporting status; (iii) the Company's requirement that the Employee relocate more than fifty (50) miles from the Employee's then-current place of employment; (iv) a reduction by the Company in the Employee's base salary, or the failure of the Company to pay or cause to be paid any compensation or benefits hereunder when due or under the terms of any plan established by

the Company, and failure to restore such base salary or make such payments within five (5) days of receipt of notice from the Employee; (v) failure to include the Employee in any new employee benefit plans established by the Company for similarly-situated executives, unless such plan relates to the payment of benefits upon a change of control or severance given that such terms are covered by this agreement or the separate change in control agreement to which the Employee is a party, or a material reduction in the Employee's level of participation in any benefit plans of the Company in which the Employee participated immediately prior to the reduction; provided that a reduction or elimination of such plans with respect to all similarly-situated executives or a Company-wide reduction or elimination of such plans shall not give rise to a "Good Reason" termination; or (vi) the failure of the Company to obtain an agreement from any successor to the Company with respect to the ownership of substantially all the stock or assets of the Company to assume and agree to perform this Agreement; provided that, in each case, (A) within sixty (60) days of the initial occurrence of the specified event the Employee has given the Company written notice giving the Company at least thirty (30) days to cure the Good Reason, (B) the Company has not cured the Good Reason within the (30) thirty day period and (C) the Employee resigns within ninety (90) days from the initial occurrence of the event giving rise to the Good Reason.

2. Severance Benefit. The date on which the Employee's employment with the Company and its Affiliates terminates for any reason is referred to as the **"Termination Date"**. If the Termination Date occurs due to the Employee's termination by the Company or its Affiliates without Cause or due to the Employee's resignation for Good Reason, then, subject to any limitation imposed under applicable law and subject to the conditions set forth in Section 6 below and so long as the Employee complies with his or her obligations pursuant to Sections 5(a) and (b) of this Agreement, the Employee will be entitled to the following payments (subject to applicable withholding and deductions) in addition to the payment of any unpaid base salary and accrued and unpaid vacation as of the Termination Date:

(a) The Company shall continue the Employee's base salary in effect as of the Termination Date for a period of two (2) years with the first payment being made at the expiration of the Severance Delay Period (as defined in Section 6) and continuing for two (2) years thereafter, payable in accordance with the normal payroll practices of the Company.

(b) The Company shall pay the Employee a cash lump sum payment in an amount equal to two (2) times the Employee's annual cash incentive (annual bonus) payment payable to the Employee based on performance at target levels of performance for the fiscal year in which the Termination Date occurs, which payment shall be paid to the Employee on the first payroll period occurring on or after the expiration of the Severance Delay Period.

(c) The Company shall pay to the Employee any Earned Incentive Compensation (as hereinafter defined), when such Earned Incentive Compensation would otherwise be payable (or, if later, upon the expiration of the Severance Delay Period) if the Employee's employment was not terminated. "**Earned Incentive Compensation**" consists of: (i) to the extent not previously paid, the incentive compensation that the Employee would otherwise receive based on the Company's actual performance for the most recent fiscal year ended before the Employee's Termination Date and (ii) the Pro-Rated Portion (as hereinafter defined) of any incentive compensation that the Employee would otherwise receive, if employed by the Company, based on the Company's actual performance for the fiscal year during which the Employee's employment is terminated. The "**Pro-Rated Portion**" shall be the portion represented by the number of days in such fiscal year prior to the Employee's Termination Date, compared to the total number of days in such fiscal year.

(d) The Company shall also pay the Employee, on the first payroll period occurring on or after the expiration of the Severance Delay Period, a lump sum amount equal to $70,000 (the "**COBRA Amount**") that the Employee may use to procure group health plan coverage for the Employee and his or

her eligible dependents or otherwise. If the Employee desires to elect continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), it shall be the sole responsibility of the Employee (and/or other family members who are qualified beneficiaries, as described in the COBRA election notice, and who desire COBRA continuation coverage) to timely elect COBRA continuation coverage and timely make all applicable premium payments therefore. The Employee acknowledges that the COBRA Amount is taxable to the Employee and that the payment of the COBRA Amount shall only be made to the extent that the payment of the COBRA Amount would not result in any excise taxes on the Company or any of its Affiliates for failure to comply with the nondiscrimination requirements of the Patient Protection and Affordable Care Act of 2010, as amended, and/or the Health Care and Education Reconciliation Act of 2010, as amended (to the extent applicable) (collectively, such laws, the "**PPACA**"). Should the Company be unable to pay the COBRA Amount without triggering an excise tax under the PPACA, the Company and the Employee shall use reasonable efforts to provide a benefit to the Employee which represents the economic equivalent of the COBRA Amount and which does not result in an excise tax on the Company or any of its Affiliates under the PPACA, which benefit shall be paid in a lump sum.

3. No Other Obligations. If the Termination Date occurs as a result of termination by the Company or any of its Affiliates for Cause, or on account of the Employee's death or Disability, or resignation for other than Good Reason, the Company shall be under no obligation to make any payments to the Employee under this Agreement other than to provide payment of any unpaid base salary and accrued and unpaid vacation as of the Termination Date; provided, however, that with respect to a termination for Cause, the Company may withhold any compensation due to the Employee as a partial offset against any damages suffered by the Company and/or any of its Affiliates as a result of the Employee's actions. In addition, regardless of the reason for termination of employment, the Employee agrees, upon demand by the Company, to return promptly to the Company any compensation, or other benefits paid, or targeted to be paid, to the Employee under the circumstances set forth in Section 7 below.

4. Other Benefits; Reduction in Benefits. The availability, if any, of any other benefits shall be governed by the terms and conditions of the plans and/or agreements under which such benefits are granted. The benefits granted under this Agreement are in addition to, and not in limitation of, any other benefits granted to the Employee under any policy, plan and/or agreement; provided, however, that any benefits paid to the Employee under this Agreement shall reduce any severance or similar benefits payable to the Employee under any benefit plan or arrangement of the Company or any of its Affiliates, including any severance plan or agreement between the Company and the Employee providing benefits upon the termination of the Employee's employment with the Company similar to the benefits provided hereunder, which reduction shall be made strictly in accordance with Section 409A including the preservation of any applicable payment schedule. If severance is available under any agreement providing payments for severance to the Employee in connection with a change in control of the Company, the terms of the change in control agreement shall control and the Employee will not be entitled to severance benefits under both this Agreement and the change in control agreement.

5. Restrictive Covenants. The Employee covenants with the Company as follows (as used in this Section 5, "Company" shall include the Company and its Affiliates):

(a) Confidential Information. The Employee shall not disclose or reveal to any unauthorized person or knowingly use for the Employee's own benefit, any trade secret or other confidential information relating to the Company, or to any of the businesses operated by it, including, without limitation, any customer lists, customer needs, price and performance information, processes, specifications, hardware, software, devices, supply sources and characteristics, business opportunities, potential business interests, marketing, promotional pricing and financing techniques, or other information relating to the business of the Company ("**Confidential Information**"), and the Employee

confirms that Confidential Information constitutes the exclusive property of the Company. Such restrictions shall not apply to information which is (i) generally available in the industry or (ii) disclosed through no fault of the Employee or (iii) required to be disclosed pursuant to applicable law or regulation or the order of a governmental or regulatory body (provided that the Company is given reasonable notice of any such required disclosure). The Employee agrees that the Employee will immediately return to the Company upon request, but in any event upon termination of employment, any physical embodiment of any Confidential Information and/or any summaries containing any Confidential Information, in whole in part, in any media. For the avoidance of doubt, nothing in this Agreement prohibits the Employee from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any Inspector General, or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation. The Employee does not need the prior authorization of the Company to make any such reports or disclosures, and the Employee is not required to notify the Company that the Employee has made such reports or disclosure.

The Employee acknowledges and agrees that through the following provisions of this Agreement, the Company has provided the Employee with written notice below that the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), provides an immunity for the disclosure of a trade secret to report suspected violations of law and/or in an anti-retaliation lawsuit, as follows:

(1) IMMUNITY. — An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that —

(A) is made —

(i) in confidence to a Federal, State or local government official, either directly or indirectly, or to an attorney; and

(ii) solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT.—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—

(A) files any document containing the trade secret under seal; and

(B) does not disclose the trade secret, except pursuant to court order.

(b) Non-Competition. Except with the prior written consent of the Board of Directors of the Company, during the term of employment, and, unless otherwise prohibited by law, for a period of one (1) year following termination of such employment for any reason (the "**Restricted Period**"), the Employee shall not engage, directly or indirectly in Competition with the Company. "Competition" means providing services in the Restricted Area in any capacity (whether as an employee, independent contractor, consultant, principal, agent, partner, officer, director, investor, or shareholder, except as a shareholder of less than five percent (5%) of a publicly traded company) to a Competitor of the Company that: (i) are the same or similar in function or purpose to the services Employee provided to the Company or (ii) will likely result in the disclosure of Confidential Information to a Competitor or the use of

Confidential Information on behalf of a Competitor. The “Restricted Area” means the geographic area Employee served at any time during the previous two years of the Employee’s employment. For avoidance of doubt, if Employee’s job duties encompassed the United States, the Restricted Area shall be the United States. “Competitor” means any person, corporation, joint venture or other entity that provides one or more of the business offerings of the Company, including new products or services under active consideration by the Company at the time of the Employee’s termination.

(c) Non-Solicitation – Business Partners. During the Restricted Period, Employee shall not interfere with the Company’s relationship with its Business Partners by soliciting or communicating (regardless of who initiates the communication) with a Business Partner to: (i) induce or encourage the Business Partner to stop doing business or reduce its business with the Company, or (ii) buy a product or service that competes with a product or service offered by the Company’s business. “Business Partner” means: a customer (person or entity), prospective customer (person or entity), supplier or manufacturer with which the Company has a business relationship and with which Employee had business-related contact or dealings, or about which Employee received Confidential Information, in the two years prior to the termination of Employee’s employment with the Company.

(d) Non-Solicitation – Employees/Contractors. During the Restricted Period, Employee shall not interfere with the Company’s relationship with any employee or contractor of the Company by: (i) soliciting or communicating with the employee or contractor to induce or encourage him or her to leave the Company’s employ or engagement (regardless of who first initiates the communication); (ii) helping another person or entity evaluate such employee or contractor as an employment or contractor candidate; or (iii) otherwise helping any person or entity hire an employee or contractor away from the Company.

(e) The Employee hereby acknowledges that the Employee will treat as for the Company’s sole benefit, and fully and promptly disclose and assign to the Company without additional compensation, all ideas, information, discoveries, inventions and improvements which are based upon or related to any confidential information protected under Section 5(a) herein, and which are made, conceived or reduced to practice by the Employee during the Employee’s period of employment by the Company and the Restricted Period. The provisions of this Section 5(e) shall apply whether such ideas, discoveries, inventions, improvements or knowledge are conceived, made or gained by the Employee alone or with others, whether during or after usual working hours, either on or off the job, directly or indirectly related to the Company’s business interests (including potential business interests), and whether or not within the realm of the Employee’s duties.

(f) The Employee shall, upon request of the Company, but at no expense to the Employee, at any time during or after employment by the Company, sign all instruments and documents and cooperate in such other acts reasonably required to protect rights to the ideas, discoveries, inventions, improvements and knowledge referred to above, including applying for, obtaining and enforcing patents and copyrights thereon in any and all countries.

(g) During the Restricted Period, upon reasonable request of the Company, the Employee shall cooperate in any internal or external investigation, litigation or any dispute relating to any matter in which he or she was involved during his or her employment with the Company; provided, however, that the Employee shall not be obligated to spend time and/or travel in connection with such cooperation to the extent that it would unreasonably interfere with the Employee’s other commitments and obligations. The Company shall reimburse the Employee for all expenses the Employee reasonably incurs in so cooperating.

(h) Before accepting employment with any other person, organization or entity while employed by the Company and during the Restricted Period, the Employee will inform such person, organization or entity of the restrictions contained in this Section 5. The Employee further consents to notification by the Company to the Employee's subsequent employer or other third party of the Employee's obligations under this Agreement.

(i) The Employee recognizes that the possible restrictions on the Employee's activities which may occur as a result of the Employee's performance of the Employee's obligations under Sections 5(a) through (d) of this Agreement are required for the reasonable protection of the Company and its investments, and the Employee expressly acknowledges that such restrictions are fair and reasonable for that purpose. The Employee acknowledges that money damages would not be an adequate or sufficient remedy for any breach of Sections 5(a) through (d), and that in the event of a breach or threatened breach of Sections 5(a) through (d), the Company, in addition to other rights and remedies existing in its favor, shall be entitled, as a matter of right, to injunctive relief, including specific performance, from a court of competent jurisdiction in order to enforce, or prevent any violations of, the provisions of Sections 5(a) through (d). The terms of this Section 5(i) shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including but not limited to the recovery of damages from the Employee. If any of the provisions of this Agreement are held to be in any respect an unreasonable restriction upon the Employee then they shall be deemed to extend only over the maximum period of time, geographic area, and/or range of activities as to which they may be enforceable. The Employee expressly agrees that all payments and benefits due the Employee under this Agreement shall be subject to the Employee's compliance with the provisions set forth in Sections 5(a) through (d).

6. Release. All payments and benefits under this Agreement are conditioned on the Employee's executing and not revoking a release of claims against the Company and its Affiliates (and other released parties), which release must be executed, not be revoked and have become irrevocable within sixty (60) days of the Termination Date (the "**Severance Delay Period**"). Such release shall be in the form provided in Exhibit A hereto, with such modifications as the Company may determine to be reasonably necessary in its discretion to account for legal requirements applicable to it from time to time. The Employee shall not be required to release: (a) any rights the Employee has under this Agreement; (b) any rights that the Employee has pursuant to any plan, program or agreement subject to the Employee Retirement Security Act of 1974, as amended ("**ERISA**"); (c) any rights pursuant to any incentive or compensation plans of the Company or its Affiliates, any equity plan maintained by the Company or any rights pursuant to any award agreements issued pursuant to any incentive or compensation plan of the Company or its Affiliates or any equity plan maintained by the Company; (d) any rights the Employee and his or her beneficiaries may have to continued medical coverage under the continuation coverage provisions of the Code, ERISA or applicable state law; (e) any rights the Employee may have to indemnification under state or other law or the Certificate of Incorporation or by-laws of the Company and its Affiliates, under any indemnification agreement with the Company or under any insurance policy providing directors' and officers' coverage for any lawsuit or claim relating to the period when the Employee was a director or officer of the Company or any of its Affiliates; or (f) any rights to make disclosures permitted under Section 5(a) above.

7. Clawback/Forfeiture of Benefits. In addition to the Company's legal and equitable remedies (including injunctive relief), if the Board of Directors of the Company determines (in its sole discretion but acting in good faith) that (a) the Employee has violated any portions of Section 5, (b) any of the Company's financial statements are required to be restated resulting from fraud attributable to the Employee, or (c) any amount of compensation was based upon financial results later found to be materially inaccurate, then (i) the Company may recover or refuse to pay any of the compensation or benefits that may be owed to the Employee under Section 2 of this Agreement, and (ii) the Company may prohibit the Employee from exercising all or any options with respect to stock of the Company, or may

recover all or any portion of the gain realized by the Employee from (1) such options exercised, (2) the vesting of any equity award received from the Company or (3) the sale of any equity award received from the Company, in each case in the twelve (12) month period immediately preceding any violation of Section 5 or any restatement of financial statements, or in the periods following the date of any such violation or restatement. In addition, the Company may pursue any remedies available pursuant to any policy of recoupment of incentive compensation that may be adopted by the Board of Directors of the Company from time to time, including the Company's Recoupment Policy Related to Performance-Based Compensation, as may be amended from time to time hereafter ("**Recoupment Policy**"). Unless otherwise provided in any such policy of recoupment, including the Recoupment Policy, the amount to be recovered shall be equal to the excess of the amount paid out (on a pre-tax basis) over the amount that would have been paid out had such financial results or performance metrics been fairly stated at the time the payout was made; and/or, in the case of misconduct, the Company's Recoupment Policy includes a material failure by the Employee to exercise his assigned oversight responsibilities, in violation of law or Company policy, resulting in a material financial or reputational harm to the Company, in which cases the Board of Directors of the Company may require forfeiture of any unpaid, unearned or unexercised performance-based or incentive compensation received by, or awarded to, the Employee in or with respect to the period during which the misconduct occurred, including any amounts owed under Section 2 of this Agreement. The payment shall be made in such manner and on such terms and conditions as may be required by the Company. If the Employee fails to return such compensation promptly, the Employee agrees that the amount of such compensation may be deducted from any and all other compensation owed to the Employee by the Company or any of its Affiliates, to the extent permitted by Section 409A of the Code, if applicable. The Employee acknowledges that the Company may engage in any legal or equitable action or proceeding in order to enforce the provisions of this Section 7. The provisions of this Section 7 shall be modified to the extent, and remain in effect for the period, required by applicable law, and shall be modified without consent of the Employee to become consistent with any applicable law, including, without limitation, any rules or regulations adopted implementing the clawback or recoupment requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or any policy of the Company adopted by the Board of Directors of the Company relating to recoupment or clawback of compensation, including but not limited to the Recoupment Policy for Performance-Based Compensation, whether adopted and/or amended before or after the date hereof. The Company shall be entitled, at its election, to set off against the amount of any such payment any amounts otherwise owed to the Employee by the Company.

8. Term. This Agreement shall expire on the third anniversary the Effective Date, unless it is renewed by mutual agreement in writing. If this Agreement expires without renewal prior to any termination of the Employee's employment with the Company and prior to the Employee having given any notice of prospective termination of employment for Good Reason, then this Agreement shall be of no further effect, and no benefits shall be payable hereunder. The expiration of the term of this Agreement shall not affect the validity of its provisions with respect to any claim for compensation that has accrued prior to the expiration date.

9. Miscellaneous. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not held so invalid, and each such other provision shall to the full extent consistent with law continue in force and effect. This Agreement has been executed and delivered in the State of Rhode Island, and its validity, interpretation, performance, and enforcement shall be governed by the laws of said State. This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, oral or written, on the subject matter hereof between the Company and the Employee, but it is not intended to, and does not, limit any prior, present or future obligations of the Employee with respect to confidentiality, ownership of

intellectual property and/or non-competition which are greater than those set forth herein. This Agreement shall be binding upon any successor or assign of the Company.

10. Section 409A.

(a) It is intended that (i) each payment or installment of payments provided under this Agreement is a separate "payment" for purposes of Section 409A ("**Section 409A**") of the Code, and (ii) that the payments satisfy, to the greatest extent possible, the exemptions from the application of Section 409A, including those provided under Treasury Regulations 1.409A-1(b)(4) (regarding short-term deferrals), 1.409A-1(b)(9)(iii) (regarding the two-times, two (2) year exception) and 1.409A-1(b)(9)(v) (regarding reimbursements and other separation pay). Notwithstanding anything to the contrary herein, if (i) on the date of the Employee's "separation from service" (as such term is defined under Treasury Regulation 1.409A-1(h)), the Employee is deemed to be a "specified employee" (as such term is defined under Treasury Regulation 1.409A-1(i)(1)) of the Company, as determined in accordance with the Company's "specified employee" determination procedures, and (ii) any payments to be provided to the Employee pursuant to this Agreement which constitute "deferred compensation" for purposes of Section 409A and are or may become subject to the additional tax under Section 409A(a)(1)(B) of the Code or any other taxes or penalties imposed under Section 409A if provided at the time otherwise required under this Agreement, then such payments shall be delayed until the date that is six (6) months after the date of the Employee's "separation from service" (as such term is defined under Treasury Regulation 1.409A-1(h)) or, if sooner, the date of the Employee's death. Any payments delayed pursuant to this Section 10 (a) shall be made in a lump sum on the first day of the seventh month following the Employee's "separation from service" (as such term is defined under Treasury Regulation 1.409A-1(h)) or, if sooner, the date of the Employee's death.

(b) Notwithstanding any other provision herein to the contrary, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of "deferred compensation" (as such term is defined in Section 409A and the Treasury Regulations promulgated thereunder) upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and Section 1.409A-1(h) of the Treasury Regulations and, for purposes of any such provision of this Agreement, references to a "separation," "termination," "termination of employment" or like terms shall mean "separation from service.

(c) Notwithstanding any other provision herein to the contrary, in no event shall any payment under this Agreement that constitutes "deferred compensation" for purposes of Section 409A and the Treasury Regulations promulgated thereunder be subject to offset by any other amount unless otherwise permitted by Section 409A of the Code.

(d) Notwithstanding any other provision herein to the contrary, to the extent that any reimbursement (including expense reimbursements), fringe benefit or other, similar plan or arrangement in which the Employee participates during the Employee's employment with the Company and/or its Affiliates or thereafter provides for a "deferral of compensation" within the meaning of Section 409A and the Treasury Regulations promulgated thereunder, then such reimbursements shall be made in accordance with Treasury Regulations 1.409A-3(i)(1)(iv) including; (i) the amount eligible for reimbursement or payment under such plan or arrangement in one calendar year may not affect the amount eligible for reimbursement or payment in any other calendar year (except that a plan providing medical or health benefits may impose a generally applicable limit on the amount that may be reimbursed or paid), (ii) subject to any shorter time periods provided herein or the applicable plans or arrangements, any reimbursement or payment of an expense under such plan or arrangement must be made on or before the last day of the calendar year following the calendar year in which the expense was incurred, and (iii) the

right to any reimbursement or in-kind benefit may not be subject to liquidation or exchange for another benefit.

(e) For the avoidance of doubt, any payment due under this Agreement within a period following the Employee's termination of employment, death, disability or other event, shall be made on a date during such period as determined by the Company in its sole discretion.

(f) This Agreement shall be interpreted in accordance with, and the Company and the Employee will use their best efforts to achieve timely compliance with, Section 409A and the Treasury Regulations and other interpretive guidance promulgated thereunder, including without limitation any such regulations or other guidance that may be issued after the date of this Agreement. By accepting this Agreement, the Employee hereby agrees and acknowledges that the Company does not make any representations with respect to the application of Section 409A to any tax, economic or legal consequences of any payments payable to the Employee hereunder. Further, by the acceptance of this Agreement, the Employee acknowledges that (i) the Employee has obtained independent tax advice regarding the application of Section 409A to the payments due to the Employee hereunder, (ii) the Employee retains full responsibility for the potential application of Section 409A to the tax and legal consequences of payments payable to the Employee hereunder and (iii) none of the Company nor any of its Affiliates shall indemnify or otherwise compensate the Employee for any violation of Section 409A that may occur in connection with this Agreement. The parties agree to cooperate in good faith to amend such documents and to take such actions as may be necessary or appropriate to comply with Section 409A of the Code.

(Next Page is Signature Page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, intending the Agreement to become binding and effective as of the date and year first written above.

UNITED NATURAL FOODS, INC.

By:

/s/ Daphne Dufresne

Daphne Dufresne
Title: Chair of the Compensation Committee

By:

/s/ Mahrukh Hussain

Mahrukh Hussain

Title: General Counsel and Corporate Secretary

EMPLOYEE

By:

/s/ J. Alexander Douglas

J. Alexander Douglas

EXHIBIT A

FORM OF WAIVER AND RELEASE AGREEMENT

In consideration for the benefits to be provided to me under the terms of the Amended and Restated Severance Agreement by and between United Natural Foods, Inc. (the "**Company**") and me, effective June 3, 2024 (the "**Agreement**"), I hereby acknowledge, understand and agree under this Waiver and Release Agreement (the "**Release**") to the following:

1. General Release. In consideration of the foregoing, including, without limitation, payment to me of the determined amounts under the Agreement, I unconditionally release the Company and all of its partners, affiliates, parents, predecessors, successors and assigns, and their respective officers, directors, trustees, employees, agents, administrators, representatives, attorneys, insurers or fiduciaries, past, present or future (collectively, the "**Released Parties**") from any and all administrative claims, actions, suits, debts, demands, damages, claims, judgments, or liabilities of any nature, including costs and attorneys' fees, whether known or unknown, including, but not limited to, all claims arising out of my employment with or separation from the Company and (by way of example only) any claims for bonus, severance, or other benefits apart from the benefits set forth in the Agreement; claims for breach of contract, wrongful discharge, tort claims (e.g., infliction of emotional distress, defamation, negligence, privacy, fraud, misrepresentation); claims under federal, state and local wage and hour laws and wage payment laws; claims for reimbursements; claims for commissions; or claims under the following, in each case, as amended: 1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin discrimination); 2) 42 U.S.C. § 1981 (discrimination); 3) the Equal Pay Act of 1963, 29 U.S.C. § 206(d) (1) (equal pay); 4) Executive Order 11246 (race, color, religion, sex and national origin discrimination); 5) Age Discrimination in Employment Act and Executive Order 11,141 (age discrimination); (6) the Americans with Disabilities Act of 1990 ("**ADA**"), 42 U.S.C. § 12101, et seq.; 7) the Family and Medical Leave Act; 8) the Immigration Reform and Control Act; 9) the Sarbanes-Oxley Act; 10) the Dodd-Frank Wall Street and Consumer Protection Act; 11) the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; 12) the Vietnam Era Veterans Readjustment Assistance Act; 13) §§ 503-504 of the Rehabilitation Act of 1973 (handicap discrimination); and 14) [applicable state employment laws] and all other state, federal, or local laws, statutes, regulations, common laws or claims at equity, relating to conduct or events occurring prior to the date of this Release.

2. General Release Exclusions. This Release shall not extend to or include the following: (a) any rights or obligations under applicable law which cannot be waived or released pursuant to an agreement, such as the right to file a charge with or participate in an investigation or proceeding by any governmental, law enforcement, or regulatory authority, such as the Equal Employment Opportunity Commission, the U.S. Securities and Exchange Commission, and the U.S. Department of Justice, that concerns suspected violations of law (although I waive any right to monetary recovery should any agency pursue any claims on my behalf, except this Agreement does not impact my ability to receive and retain an award from a government-administered whistleblower award program for providing information directly to a government agency); (b) any rights or claims that arise after the date of this Release; (c) any rights I have under this Agreement; (d) any rights I have pursuant to any plan, program or agreement subject to the Employee Retirement Security Act of 1974, as amended ("**ERISA**"); (e) any rights pursuant

to any incentive or compensation plans of the Company or its affiliates, any equity plan maintained by the Company or any rights pursuant to any award agreements issued pursuant to any incentive or compensation plan of the Company or any equity plan maintained by the Company; (f) any rights I or my beneficiaries may have to continued medical coverage under the continuation coverage provisions of the Code, ERISA or applicable state law; (v) any rights I may have to indemnification under state or other law or the Certificate of Incorporation or by-laws of the Company and its affiliated companies, under any indemnification agreement with the Company or under any insurance policy providing directors' and officers' coverage for any lawsuit or claim relating to the period when I was a director or officer of the Company or any affiliated company; or (vi) any rights to make disclosures permitted under Section 5(a) of the Agreement. I represent and warrant that, as of the Effective Date (as defined below) of this Release, I have not assigned or transferred any claims of any nature that I would otherwise have against the Company, its successors or assigns. I further agree to waive my rights under any other statute or regulation, state or federal, which provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor.

3. Intent of Release; Covenant Not to Sue. I intend this Release to be binding on my successors, and I specifically agree not to file or continue any claim in respect of matters covered by this Release. I further agree never to institute any suit, complaint, proceeding, grievance or action of any kind at law, in equity, or otherwise in any court of the United States or in any state, or in any administrative agency of the United States or any state, county or municipality, or before any other tribunal, public or private, against the Company arising from or relating to my employment with or my termination of employment from the Company and/or any other occurrences to the date of this Release, other than a claim challenging the validity of this Release under the ADEA. As described in Sections 2, 4 and 5 of this Release and Section 5(a) of the Agreement, nothing in this Section 3 interferes with my right to bring or sustain a whistleblowing claim, receive an incentive from the U.S. Securities and Exchange Commission related to such whistleblower claim, and I further affirm nothing (including, without limitation, any action, statement or suggestion by the Company) has impeded my rights to do so.

4. Whistleblowing. I agree that (i) no one interfered with my ability to report within the Company possible violations of any law, and (ii) it was the Company's policy throughout my period of employment to encourage such reporting.

5. Non-disparagement. I agree to refrain from all conduct, verbal or otherwise (including but not limited to postings on the internet and/or on any social media outlet of any kind) that disparages or damages or could disparage or disparage the reputation, goodwill, or standing in the community of the Company, its past or current parents or subsidiaries, or any of its or their past or present officers, directors, or employees. Notwithstanding the foregoing, nothing in this Agreement shall prohibit or limit me from initiating communications directly with, responding to any inquiry from, volunteering information to, or providing testimony before, the U.S. Securities and Exchange Commission, the U.S. Department of Justice, or any other governmental, law enforcement, or regulatory authority, regarding this Agreement and its underlying facts and circumstances, or any reporting of, investigation into, or proceeding regarding suspected violations of law, and that I am not required to advise or seek permission from the Company before engaging in any such activity. Furthermore, no provision of this Agreement,

including but not limited to this Section, prohibits me from making any statement regarding the terms or conditions of my employment or engaging in any activity protected by the National Labor Relations Act.

6. Acknowledgments. I further acknowledge and agree that:

(A) My waiver of rights under this Release is knowing and voluntary and in compliance with the Older Workers Benefit Protection Act of 1990 ("OWBPA");

(B) I understand the terms of this Release;

(C) The consideration offered by the Company under the Agreement in exchange for the signing of this Release represents consideration over and above that to which I would otherwise be entitled, and that the consideration would not have been provided had I not agreed to sign this Release and do not sign this Release;

(D) The Company is hereby advising me in writing to consult with an attorney prior to executing this Release;

(E) The Company is giving me a period of twenty-one (21) days within which to consider this Release;

(F) Following my execution of this Release, I have seven (7) days in which to revoke this Release by written notice. An attempted revocation not actually received by the Company prior to the revocation deadline will not be effective;

(G) This entire Release shall be void and of no force and effect if I choose to so revoke, and if I choose not to so revoke this Release shall then become effective and enforceable.

This Section does not waive rights or claims that may arise under the ADEA after the date I sign this Release. To the extent barred by the OWBPA, the covenant not to sue contained in Section 3 does not apply to claims under the ADEA that challenge the validity of this Release.

To revoke this Release, I must send a written statement of revocation to:

United Natural Foods, Inc.
313 Iron Horse Way
Providence, Rhode Island 02908
Attn: General Counsel

The revocation must be received no later than 5:00 p.m. on the seventh day following my execution of this Release. If I do not revoke, the eighth day following my acceptance will be the "**Effective Date**" of this Release.

I acknowledge that I remain bound by, and reaffirm my intention to comply with, continuing obligations under any agreements between myself and the Company, as presently in effect, including, but not limited to, my post-employment obligations set forth in the Agreement.

BY SIGNING THIS RELEASE, I ACKNOWLEDGE THAT: I HAVE READ THIS RELEASE AND UNDERSTAND ITS TERMS; I HAVE HAD THE OPPORTUNITY TO REVIEW THIS RELEASE

WITH LEGAL OR OTHER PERSONAL ADVISORS OF MY OWN CHOICE; I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM RELEASING THE RELEASED PARTIES OF ALL CLAIMS AGAINST THEM; I HAVE BEEN GIVEN TWENTY-ONE DAYS TO CONSIDER THE TERMS AND EFFECT OF THIS RELEASE AND I VOLUNTARILY AGREE TO ITS TERMS.

SIGNED this day of , 20 .

Exhibit 31.1

CERTIFICATION PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, J. Alexander Miller Douglas, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United Natural Foods, Inc.;

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 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 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.

June 5, 2024

/s/ J. ALEXANDER MILLER DOUGLAS

J. Alexander Miller Douglas
Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT TO SECTION
302 OF THE SARBANES-OXLEY ACT OF 2002

I, Giorgio Matteo Tarditi, certify that:

1. I have reviewed this quarterly report on Form 10-Q of United Natural Foods, Inc.;

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 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 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.

June 5, 2024

/s/ Giorgio Matteo Tarditi

Giorgio Matteo Tarditi

President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO SECTION
906 OF THE SARBANES-OXLEY ACT OF 2002

The undersigned, in his capacity as the Chief Executive Officer of United Natural Foods, Inc., a Delaware corporation (the "Company"), hereby certifies that the Quarterly Report of the Company on Form 10-Q for the quarterly period ended April 27, 2024, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects, the financial condition and results of operations of the Company.

/s/ J. ALEXANDER MILLER DOUGLAS

J. Alexander Miller Douglas
Chief Executive Officer

June 5, 2024

Exhibit 32.2

CERTIFICATION PURSUANT TO SECTION
906 OF THE SARBANES-OXLEY ACT OF 2002

The undersigned, in his capacity as the President and Chief Financial Officer of United Natural Foods, Inc., a Delaware corporation (the "Company"), hereby certifies that the Quarterly Report of the Company on Form 10-Q for the quarterly period ended April 27, 2024, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects, the financial condition and results of operations of the Company.

/s/ Giorgio Matteo Tarditi

Giorgio Matteo Tarditi

President and Chief Financial Officer

June 5, 2024