

[FORM OF] ACCEPTANCE AND PREPAYMENT NOTICE

Date: [____], 20[_]

To: Wells Fargo Bank, National Association (“Wells Fargo”), as Auction Agent

Ladies and Gentlemen:

This Acceptance and Prepayment Notice is delivered to you pursuant to Section 2.11(a)(ii)(D)(2) of that certain Credit Agreement, dated as of September [_], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Pursuant to Section 2.11(a)(ii)(D)(2) of the Credit Agreement, the Lead Borrower hereby irrevocably notifies you that it accepts offers delivered in response to the Solicited Discounted Prepayment Notice having an Offered Discount equal to or greater than [\bullet]¹% in respect of the [[\bullet , 20 \bullet]² tranche[s]] of [Initial] [Incremental][Other] Term Loans (the “Acceptable Discount”) in an aggregate amount not to exceed the Solicited Discounted Prepayment Amount.

The Lead Borrower expressly agrees that this Acceptance and Prepayment Notice shall be irrevocable and is subject to the provisions of Section 2.11(a)(ii)(D) of the Credit Agreement.

The Lead Borrower hereby represents and warrants to the Auction Agent and the Term Lenders of the [[\bullet , 20 \bullet]³ tranche[s]] of [Initial][Incremental][Other] Term Loans that [at least five (5) Business Days have passed since the consummation of the most recent Discounted Term Loan Prepayment with respect to such Class as a result of a prepayment made by the Lead Borrower on the applicable Discounted Prepayment Closing Date.][at least three (3) Business Days have passed since [the date the Lead Borrower was notified that no Term Lender was willing to accept any prepayment of any Term Loan at any discount to par value] [the date of the Lead Borrower’s election not to accept any Solicited Discounted Prepayment Offers.]]⁴

The Lead Borrower acknowledges that the Auction Agent and the relevant Term Lenders are relying on the truth and accuracy of the foregoing representations and warranties in connection

¹ Replace with formula, if applicable.

² List multiple tranches if applicable.

³ List multiple tranches if applicable.

⁴ Insert applicable representation.

with the acceptance of any prepayment made in connection with a Solicited Discounted Prepayment Offer.

The Lead Borrower requests that the Auction Agent promptly notify each of the relevant Term Lenders party to the Credit Agreement of this Acceptance and Prepayment Notice.

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IN WITNESS WHEREOF, the undersigned has executed this Acceptance and Prepayment Notice as of the date first above written.

ROCKPOINT GAS STORAGE PARTNERS LP,

as the Lead Borrower

By: _____

Name:

Title:

[FORM OF] ASSIGNMENT AND ASSUMPTION⁵

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “Assignor”) and [Insert name of Assignee] (the “Assignee”). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement identified below (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Term Loan Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Term Lender under the Credit Agreement, and any other documents or instruments delivered pursuant to the Credit Agreement to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable Requirement of Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Term Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the Credit Agreement and any other applicable documents or instruments delivered pursuant to the Credit Agreement and, to the extent of the Assigned Interest, have the rights and obligations of a Term Lender thereunder and under the other Loan Documents and (ii) the Assignor shall, to the extent of the Assigned Interest, relinquish its rights and be released from its obligations under the Credit Agreement and any other applicable documents or instruments delivered pursuant to the Credit Agreement. Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____
 [Assignee is an [[Affiliate]][Approved Fund] of [Identify Lender]][Affiliated Debt Fund].]⁶

⁵ Form to be used for any Assignee other than an Affiliated Lender.

⁶ Include if applicable.

3. Lead Borrower: Rockpoint Gas Storage Partners LP (the “Lead Borrower”)
4. Term Loan Administrative Agent: Wells Fargo Bank, National Association (“Wells Fargo”)
5. Credit Agreement: Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo, as Term Loan Administrative Agent and Collateral Agent
6. Assigned Interest:

Credit Facilities / Commitments Assigned	Aggregate Amount of Commitment (and related extensions of credit) for all Term Lenders	Amount of Commitment (and related extensions of credit) Assigned	Percentage Assigned of Commitment (and related extensions of credit) ⁷
Initial Term Loans	\$	\$	%
[[Incremental] [Other] Term Loans]	\$	\$	%

Effective Date: [] [], 20[] [TO BE INSERTED BY TERM LOAN ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR].

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⁷ Set forth, to at least 9 decimals, as a percentage of the Commitment of all Term Lenders thereunder.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE HAS EXAMINED THE LIST OF DISQUALIFIED LENDERS AND (I) REPRESENTS AND WARRANTS THAT (A) IT IS NOT IDENTIFIED ON SUCH LIST AND (B) IT IS NOT AN AFFILIATE OF ANY INSTITUTION IDENTIFIED ON SUCH LIST AND (II) ACKNOWLEDGES THAT ANY ASSIGNMENT MADE TO A DISQUALIFIED PERSON (OTHER THAN AN AFFILIATE THAT IS AN AFFILIATED DEBT FUND) SHALL BE SUBJECT TO SECTION 9.04 OF THE CREDIT AGREEMENT.

ASSIGNEE

[NAME OF ASSIGNEE]⁸

By: _____
Name:
Title:

Consented to and Accepted:

[WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Term Loan Administrative Agent

By: _____
Name:
Title:]⁹

⁸ To be completed by Assignee.

⁹ To be added only if the consent of the Term Loan Administrative Agent is required by Section 9.04(b) of the Credit Agreement.

[Consented to:

ROCKPOINT GAS STORAGE PARTNERS LP,

as the Lead Borrower

By: _____

Name:

Title:]¹⁰

¹⁰ To be added only if the consent of the Lead Borrower is required by Section 9.04(b)(i)(A) of the Credit Agreement.

Annex I

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is not a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Parent Affiliates, any Borrower, any of the Subsidiaries or other Affiliates of the Parent Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Parent Affiliates, any Borrower, any of the Subsidiaries or other Affiliates of the Parent Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Term Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Term Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Term Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Term Lender thereunder, (iv) it has received a copy of the Credit Agreement and each Intercreditor Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Term Loan Administrative Agent or any other Term Lender, (v) so long as the list of Disqualified Lenders (other than any Person that is a Disqualified Lender pursuant to clause (c)(ii) or (d) of the definition thereof) has been made available to the Assignor and the Assignee following the reasonable written request therefor, it is not a Disqualified Lender or an Affiliate of a Disqualified Lender (other than an Affiliate that is a Bona Fide Debt Fund) and (vi) attached to this Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee and (b) agrees that (i) it will, independently and without reliance on the Term Loan Administrative Agent, the Assignor or any other Term Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Term Lender and (iii) it will appoint and authorize the Term Loan Administrative Agent

to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents (including each Intercreditor Agreement) as are delegated to or otherwise conferred upon the Term Loan Administrative Agent, by the terms thereof, together with such powers as are reasonably incidental thereto.

2. Payments. From and after the Effective Date, the Term Loan Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.
3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Any signature to this Assignment and Assumption may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with applicable Requirement of 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 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 Assignment and Assumption. Each of the parties represents and warrants to the other parties that it has the corporate capacity and authority to execute this Assignment and Assumption through electronic means and there are no restrictions for doing so in that party's constitutive documents. This Assignment and Assumption and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

[FORM OF] AFFILIATED LENDER ASSIGNMENT AND ASSUMPTION¹¹

This Affiliated Lender Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the “Assignor”) and [Insert name of Assignee] (the “Assignee”). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement identified below (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Term Loan Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Term Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective credit facility identified below (including any guarantees included in such facility) and (ii) to the extent permitted to be assigned under applicable Requirements of Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Term Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____
2. Assignee: _____
3. Lead Borrower: Rockpoint Gas Storage Partners LP (the “Lead Borrower”)
4. Term Loan Administrative Agent: Wells Fargo Bank, National Association (“Wells Fargo”)
5. Credit Agreement: Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent”

¹¹ Form to be used for any Assignee that is an Affiliated Lender.

Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo, as Term Loan Administrative Agent and Collateral Agent.

6. Assigned Interest:

Term Facilities / Commitments Assigned	Aggregate Amount of Commitment (and related extensions of credit) for all Term Lenders	Amount of Commitment (and related extensions of credit) Assigned	Percentage Assigned of Commitment (and related extensions of credit)¹²
Initial Term Loans	\$	\$	%
[[Incremental] [Other] Term Loans]	\$	\$	%

¹² Set forth, to at least 9 decimals, as a percentage of the Commitment of all Term Lenders thereunder.

Each Assignee acknowledges the limitations on the rights of Term Lenders that are Affiliated Lenders set forth in the Credit Agreement, including Sections 9.02 and 9.04 thereof.

Effective Date: [] [], 20[] [TO BE INSERTED BY TERM LOAN ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR].

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The terms set forth in this Affiliated Lender Assignment and Assumption are hereby agreed
to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____

Name:

Title:

[Consented to:]

ROCKPOINT GAS STORAGE PARTNERS LP,
as the Lead Borrower

By: _____

Name:

Title:

[WELLS FARGO BANK, NATIONAL
ASSOCIATION]¹³, as the Term Loan
Administrative Agent

By: _____

Name:

Title:

¹³ To be added only if the consent of the Term Loan Administrative Agent is required by Section 9.04(b) of the Credit Agreement.

Annex I

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is not a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents, (iii) the financial condition of the Parent Affiliates, any Borrower, any of the Subsidiaries or other Affiliates of the Parent Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Parent Affiliates, any Borrower, any of the Subsidiaries or other Affiliates of the Parent Affiliates or any other Person of any of their respective obligations under any Loan Document. The Assignor acknowledges and agrees that in connection with this Affiliated Lender Assignment and Assumption, (1) the Assignee makes no representation or warranty as to whether it has or does not have material non-public information with respect to the Lead Borrower or its respective Affiliates or Subsidiaries or its or their respective securities for purposes of United States federal and state securities laws ("MNPI"), (2) the applicable Affiliated Lender and/or any of its Affiliates may have, and later may come into possession of, MNPI, (3) the Assignor has independently, without reliance on the applicable Affiliated Lender, the Investors, the Parent Affiliates, any Borrower, any of their respective subsidiaries or Affiliates, the Term Loan Administrative Agent, the Term Loan Lead Arrangers or any of their respective Affiliates, made its own analysis and determination to participate in such assignment notwithstanding the Assignor's lack of knowledge of MNPI (if any), (4) none of the applicable Affiliated Lenders, the Investors, the Parent Affiliates, any Borrower, any of their respective subsidiaries and Affiliates, the Term Loan Administrative Agent, the Term Loan Lead Arrangers or any of their respective Affiliates shall have any liability to the Assignor, and the Assignor hereby waives and releases, to the extent permitted by applicable Requirements of Law, any claims it may have against the applicable Affiliated Lender, the Investors, the Parent Affiliates, any Borrower, each of their respective subsidiaries and Affiliates, the Term Loan Administrative Agent, the Term Loan Lead Arrangers and their respective Affiliates, under applicable Requirements of Law or otherwise, with respect to the nondisclosure of any MNPI and (5) the MNPI may not be available to the Term Loan Administrative Agent, the Term Loan Lead Arrangers or the other Term Lenders.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Term Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Term Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Term Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Term Lender thereunder, (iv) it has received a copy of the Credit

Agreement and each Intercreditor Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Term Loan Administrative Agent or any other Term Lender, (v) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type and (vi) attached to this Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; (b) acknowledges that immediately after giving effect to the assignment of the Assigned Interest on the Effective Date pursuant to this Assignment and Assumption, the aggregate principal amount of all Term Loans purchased by assignment pursuant to Section 9.04 of the Credit Agreement and held by all Affiliated Lenders shall not exceed 30.0% of the outstanding principal amount of all Term Loans calculated at such time (after giving effect to any substantially simultaneous cancellations of Loans) and that to the extent any assignment pursuant to this Assignment and Assumption would result in the aggregate principal amount of all Term Loans purchased by assignment pursuant to Section 9.04 of the Credit Agreement and held by all Affiliated Lenders exceeding 30.0% of the outstanding principal amount of all Term Loans calculated at such time (after giving effect to any substantially simultaneous cancellations thereof), the assignment of such excess amount will be void *ab initio*; (c) agrees that (i) it will, independently and without reliance on the Term Loan Administrative Agent, the Assignor or any other Term Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Term Lender; and (d) waives any rights of the Affiliated Lender to challenge the Term Loan Administrative Agent's attorney-client privilege in connection with the transactions contemplated hereby.

2. Payments. From and after the Effective Date, the Term Loan Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.
3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Any signature to this Assignment and Assumption may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with applicable Requirements of 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 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 Assignment and Assumption. Each of the parties represents and warrants to the other parties that it has the corporate capacity and authority to execute this Assignment and Assumption through electronic means and there are no restrictions for doing so in that party's constitutive documents. This Assignment and Assumption and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York shall be governed by, and construed in accordance with, the law of the State of New York.

[FORM OF]
BORROWING REQUEST

Date: [____], 20[]

Wells Fargo Bank, National Association,
as Term Loan Administrative Agent

[●]

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo Bank, National Association, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The undersigned hereby irrevocably requests a Borrowing of Term Loans:

1.	On _____(a Business Day).
2.	In the aggregate principal amount of \$ _____.
3.	In the form of a _____. ¹⁴ [Type of Borrowing]
4.	Comprised of _____. ¹⁵ [Type of Borrowing]
5.	[In the case of a Term Benchmark Borrowing: with an Interest Period of [] month[s].] ¹⁶

¹⁴ Specify whether the requested Borrowing is to be an ABR Borrowing, or Term Benchmark Borrowing. If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be a Term Benchmark Borrowing.

¹⁵ Specify whether the requested Borrowing is to be an Initial Term Loan, Incremental Term Loan or Other Term Loan.

¹⁶ Must be a period contemplated by the definition of “Interest Period” (i.e., a period of one, three or six months after the date of the Borrowing (or, if available from each Term Lender participating therein, 12 months, or such other periods as consented to by each Term Lender participating therein and agreed by the Term Loan

6.	The Loans will be denominated in _____. ¹⁷
7.	The number and location of the account to which funds are to be disbursed is:
	Bank Name: [_____]
	Address: [_____]
	Account Number: [_____]

[The Borrowing contemplated by this Borrowing Request is conditioned upon [].]¹⁸

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Administrative Agent)). If no Interest Period is specified with respect to any requested Term Benchmark Borrowing, then the Lead Borrower shall be deemed to have selected an Interest Period of one month's duration.

¹⁷ Initial Term Loans will be denominated in Dollars.

¹⁸ For Borrowings made in connection with any acquisition, Investment, or repayment, redemption or refinancing of Indebtedness, other Specified Transaction event or condition, which may be conditioned upon closing of the same.

The undersigned officer is executing this Borrowing Request not in any individual capacity but in such Person's capacity as an authorized officer of the Lead Borrower.

ROCKPOINT GAS STORAGE PARTNERS LP,

as the Lead Borrower

By: _____

Name:

Title:

[FORM OF] DISCOUNT RANGE PREPAYMENT NOTICE

Date: [____], 20[__]

To: Wells Fargo Bank, National Association (“Wells Fargo”)

Ladies and Gentlemen:

This Discount Range Prepayment Notice is delivered to you pursuant to Section 2.11(a)(ii)(C)(1) of that certain Credit Agreement, dated as of September [__], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

Pursuant to Section 2.11(a)(ii)(C)(1) of the Credit Agreement, the Lead Borrower hereby requests that each Term Lender [of the [•, 20•]¹⁹ tranche[s]] of [Initial][Incremental][Other] Term Loans submit a Discount Range Prepayment Offer. Any Discounted Term Loan Prepayment made in connection with this solicitation shall be subject to the following terms:

1. This Borrower Solicitation of Discount Range Prepayment Offer is extended at the sole discretion of the Lead Borrower to each Term Lender [of the [•, 20•]²⁰ tranche[s]] of [Initial][Incremental][Other] Term Loans.
2. The maximum aggregate outstanding amount of the Discounted Term Loan Prepayment that will be made in connection with this solicitation is \$[•] of [Initial] Term Loans [and \$[•] of the [•, 20•]²¹ tranche[s] of Term Loans] (the “Discount Range Prepayment Amount”).²²
3. The Lead Borrower is willing to make Discounted Term Loan Prepayments at a percentage discount to par value greater than or equal to [•]% but less than or equal to [•]% in respect of the [Initial][Incremental][Other] Term Loans [and greater than or equal to [•]% but less than or equal to [•]% in respect of the [•, 20•]²³ tranche[s] of [Initial][Incremental][Other] Term Loans] (the “Discount Range”).

¹⁹ List multiple tranches if applicable.

²⁰ List multiple tranches if applicable.

²¹ List multiple tranches if applicable.

²² Minimum of \$1,000,000 and whole increments of \$500,000 in excess thereof. The Discount Range Prepayment Amount may be expressed as a formula and/or the aggregate amount of consideration offered to be paid for the relevant Term Loans.

²³ List multiple tranches if applicable.

To make an offer in connection with this solicitation, each [Term Lender] is required to deliver to the Auction Agent (or its delegate) a Discount Range Prepayment Offer on or before 5:00 p.m. New York time on [•, 20•] (or such later date as the Lead Borrower may agree with the reasonable consent of the Auction Agent).

The Lead Borrower hereby represents and warrants to the Auction Agent and the Term Lenders [of the [•, 20•]²⁴ tranche[s]] of [Initial][Incremental][Other] Term Loans that [at least five (5) Business Days have passed since the consummation of the most recent Discounted Term Loan Prepayment as a result of a prepayment made by the Lead Borrower on the applicable Discounted Prepayment Closing Date.][at least three (3) Business Days have passed since the date the Lead Borrower was notified that no Term Lender was willing to accept any prepayment of any [Initial][Incremental][Other] Term Loan [within the Discount Range][at any discount to par value].]²⁵

The Lead Borrower acknowledges that the Auction Agent and the relevant Term Lenders are relying on the truth and accuracy of the foregoing representations and warranties in connection with any Discount Range Prepayment Offer made in response to this Discount Range Prepayment Notice and the acceptance of any prepayment made in connection with this Discount Range Prepayment Notice.

Pursuant to Section 2.11(a)(ii)(C)(1) of the Credit Agreement, the Lead Borrower requests that the Auction Agent promptly provide each of the relevant Term Lenders with a copy of this Discount Range Prepayment Notice and a form of the Discount Range Prepayment Offer to be submitted by each responding Term Lender.

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²⁴ List multiple tranches if applicable.

²⁵ Insert applicable representation.

IN WITNESS WHEREOF, the undersigned has executed this Discount Range Prepayment Notice as of the date first above written.

ROCKPOINT GAS STORAGE PARTNERS LP, as
the Lead Borrower

By: _____
Name:
Title:

Enclosure: Discount Range Prepayment Offer

[FORM OF] DISCOUNT RANGE PREPAYMENT OFFER

Date: [____], 20[]

To: Wells Fargo Bank, National Association (“Wells Fargo”), as Auction Agent

Ladies and Gentlemen:

Reference is made to (a) that certain Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent and (b) that certain Discount Range Prepayment Notice, dated [], 20[], from the Lead Borrower (the “Discount Range Prepayment Notice”). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Discount Range Prepayment Notice or, to the extent not defined therein, in the Credit Agreement.

The undersigned Term Lender hereby gives you irrevocable notice, pursuant to Section 2.11(a)(ii)(C)(1) of the Credit Agreement, that it is hereby offering to accept a Discounted Term Loan Prepayment on the following terms:

1. This Discount Range Prepayment Offer is available only for prepayment on the [•, 20•]²⁶ tranche[s] of [Initial][Incremental][Other] Term Loans held by the undersigned.
2. The maximum aggregate outstanding amount of the Discounted Term Loan Prepayment that may be made in connection with this offer shall not exceed (the “Submitted Amount”): [•, 20•]²⁷ tranche[s] of [Initial][Incremental][Other] Term Loans - [\$][•]
3. The percentage discount to par value at which such Discounted Term Loan Prepayment may be made is [•]% in respect of the [[•, 20•]²⁸ tranche[s]] of [Initial][Incremental][Other] Term Loans (the “Submitted Discount”).

The undersigned Term Lender hereby expressly consents and agrees to a prepayment of its [[•, 20•]²⁹ tranche[s] of][Initial][Incremental][Other] Term Loans indicated above pursuant to Section 2.11(a)(ii)(C)(1) of the Credit Agreement at a price equal to the Applicable Discount (or, if the Submitted Discount is a discount to par greater than the Applicable Discount, at the Submitted Discount) and in an aggregate outstanding amount not to exceed the Submitted Amount,

²⁶ List multiple tranches if applicable.

²⁷ List multiple tranches if applicable.

²⁸ List multiple tranches if applicable.

²⁹ List multiple tranches if applicable.

as such amount may be reduced in accordance with Section 2.11(a)(ii)(C)(3) of the Credit Agreement, and as otherwise determined in accordance with and subject to the requirements of the Credit Agreement.

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IN WITNESS WHEREOF, the undersigned has executed this Discount Range Prepayment Offer as of the date first above written.

[], as Term Lender

By: _____

Name:

Title:

[FORM OF] INTEREST ELECTION REQUEST

Date: [___], 20[___]

Pursuant to that certain Credit Agreement, dated as of September [___], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo Bank, National Association, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent, this represents the Lead Borrower’s request pursuant to Section 2.07 of the Credit Agreement to convert or continue Term Loans as follows (it being understood that capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement):

1. Lead Borrower: Rockpoint Gas Storage Partners LP.
2. Business Day of [conversion][continuation]: [[____], 20[___]]
3. Amount of Loans being [converted][continued]: []³⁰
4. Borrowing being [converted][continued]:
 - [] a. [Term SOFR][ABR] Term Loans
5. Nature and amount of [conversion][continuation]:³¹
 - [] a. [____] Conversion of [Term SOFR][ABR] Loans to [ABR][Term SOFR] Loans
 - [] b. [] Continuation of [Term SOFR][ABR] as such³²
6. If Term Loans are being continued as or converted to any Type of Term Benchmark Loan(s), the duration of the new Interest Period that commences on the [conversion][continuation] effective date: __month(s).³³

³⁰ Subject to Section 2.02(c) of the Credit Agreement.

³¹ If different options are being elected with respect to different portions of such Borrowing, list the portions thereof to be allocated to each resulting Borrowing.

³² Duplicate if multiple Types of Loans being continued.

³³ Must be a period contemplated by the definition of “Interest Period” in the Credit Agreement (i.e., a period of one, three or six months after the date of the Borrowing (or, if available from each Term Lender participating therein, 12 months, or such other periods as consented to by each Term Lender participating therein and agreed by the Term Loan Administrative Agent)). If Term Loans are being continued as or converted to Term Benchmark Loans and no

Interest Period is specified, then the Lead Borrower shall be deemed to have selected an Interest Period of one month's duration.

IN WITNESS WHEREOF, the undersigned has executed this Interest Election Request as of the date first above written not in an individual capacity but in such Person's capacity as an authorized officer of the Lead Borrower.

ROCKPOINT GAS STORAGE PARTNERS LP,

as the Lead Borrower

By: _____

Name:

Title:

[FORM OF] COMPLIANCE CERTIFICATE

Date: [____], 20[]

To: Wells Fargo Bank, National Association (“Wells Fargo”), as Term Loan Administrative Agent

Ladies and Gentlemen:

This compliance certificate (this “Certificate”) is delivered to you pursuant to Section 5.01(d) of that certain Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The undersigned Financial Officer hereby certifies as of the date hereof that he/she is the [chief financial officer] [principal accounting officer] [treasurer] [controller] []³⁴ of the Lead Borrower, and that, as such, he/she is authorized to execute and deliver this Certificate to the Term Loan Administrative Agent on behalf of the Lead Borrower, and that:

1. As of the date hereof, the undersigned has no knowledge of any continuing Event of Default[, except as set forth below].³⁵

2. [Attached hereto as [Schedules 1-A, 1-B and 1-C] are reasonably detailed calculations demonstrating the First Lien Net Leverage Ratio for the applicable Test Period.]³⁶

[Use following paragraph 3 for fiscal year-end compliance certificates, if applicable]

3. [Attached hereto as Schedule 2 are (i) reasonably detailed calculations of Excess Cash Flow for such fiscal year and (ii) an identification of any Planned Expenditures deducted in reliance on clause (b)(x) of the definition of “Excess Cash Flow”.]³⁷

³⁴ Title of person exercising equivalent functions to the foregoing roles.

³⁵ To specify the nature and extent of any Event of Default that is continuing and the details of any action taken or proposed to be taken with respect to such continuing Event of Default.

³⁶ Required only to the extent there is a change to the First Lien Net Leverage Ratio that would result in an increase or decrease to the Asset Sale Prepayment Percentage or the ECF Percentage.

³⁷ Required only in connection with delivery of audited annual financial statements and solely to the extent the Lead Borrower would be required to prepay the Term Loans pursuant to Section 2.11(d) of the Credit Agreement and only beginning with delivery of the financial statements required by Section 5.01(a) of the Credit Agreement for the first full fiscal year of the Lead Borrower ending after the Closing Date.

4. [Attached hereto as Schedule 3 are supplements to the US Security Agreement and/or Canadian Security Agreement required pursuant to the terms thereof].³⁸

[REMINDER: CERTAIN OBLIGATIONS WITH RESPECT TO THE JOINDER OF NEW SUBSIDIARIES AND DELIVERY OF CERTAIN COLLATERAL ARE TIED TO COMPLIANCE CERTIFICATE FOR PERIOD IN WHICH APPLICABLE TRIGGERING EVENT OCCURRED]

³⁸ Required only to the extent supplements to [Schedules 8 and 9] to the US Security Agreement and/or the Canadian Security Agreement are required pursuant to the terms thereof; provided that such supplemental information need not be included in this certificate if it has been previously provided in a separate certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written not in an individual capacity but in such Person's capacity as an authorized officer of the Lead Borrower.

ROCKPOINT GAS STORAGE PARTNERS LP,

as the Lead Borrower

By: _____

Name:

Title:

For the Fiscal [Quarter][Year] ended _____ (“Statement Date”)

SCHEDULE 1-A³⁹
to the Compliance Certificate
(\$ in 000's)

First Lien Net Leverage Ratio⁴⁰
(in accordance with the definition of First Lien Net Leverage Ratio
as set forth in the Credit Agreement)

1.	Consolidated First Lien Net Debt:	
a.	as of the date of determination, the outstanding principal amount of all third-party Indebtedness for borrowed money and unreimbursed drawings under LC Instruments to the extent not reimbursed within three Business Days following the drawing thereof, in each case of the Lead Borrower and the other Group Members on such date, that is incurred under (a) the Credit Agreement and (b) that is secured by a Lien on all or substantially all of the Collateral (or the value thereof) on an equal priority or senior priority basis (without regard to the control of remedies) to any Liens securing the Secured Obligations; <u>provided</u> , for the avoidance of doubt, that the Netted Amounts shall be netted (but without duplication of amounts netted from Consolidated Total Net Debt as a component hereof) from the amount of such Consolidated First Lien Net Debt, on a combined consolidated basis and determined in accordance with the Applicable Accounting Principles (but without giving effect to any election to value any such Indebtedness at “fair value”, as described in clause (ii) of the proviso in the definition of “Applicable Accounting Principles”, or any other accounting principle that results in any such Indebtedness (other than zero coupon Indebtedness) being reflected as an amount below the stated principal amount thereof and excluding, in any event, the effects of any discounting of Indebtedness resulting from the application of acquisition method accounting in connection with any Permitted Acquisition or other Investment); <u>provided further</u> that (x) any Borrowing under any revolving facility, asset based revolving facility, any local working capital facility, or any debt instruments to which any Affiliate of a Group Member is the lender or noteholder thereunder, (y) Permitted Receivables Financings, Permitted Factoring Transaction, Swap Agreements (which for the avoidance of doubt shall include an exclusion for short-term risk management liabilities and long-term risk management liabilities set forth on the combined consolidated balance sheet of the Lead Borrower, BIF II and their respective Subsidiaries), Cash Management Obligations, Permitted Treasury Arrangements, Capital Lease/Purchase Money Indebtedness	\$ _____

³⁹ Required only to the extent there is a change to the First Lien Net Leverage Ratio that would result in an increase or decrease to the applicable rate per annum determined pursuant to the definition of “Applicable Rate”.

⁴⁰ In the event of any conflict between the terms of this Schedule 1-A and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

	(including, for the avoidance of doubt, capital lease obligations reflected on the combined consolidated balance sheet of the Lead Borrower, BIF II and their respective Subsidiaries and delivered to the Term Loan Administrative Agent) and Non-Capital Lease Obligations and (z) earn-out obligations to the extent not then due and payable or if not recognized as Indebtedness on the combined consolidated balance sheet in accordance with the Applicable Accounting Principles, in each case, shall not be included <u>minus;</u>	
b.	the aggregate amount of (i) unrestricted cash and Cash Equivalents owned by the Lead Borrower or any other Group Member and (ii) cash and Cash Equivalents owned by the Lead Borrower or any other Group Member (A) restricted in favor of the Credit Facilities and/or any Secured Party (which may also include cash and Cash Equivalents securing other Indebtedness or obligations permitted under the Credit Agreement that is secured by a Lien on the Collateral along with the Credit Facilities), whether or not held in a pledged account, and/or (B) in the case of any Restricted Subsidiary that is not a Loan Party, restricted in favor of any Indebtedness of such Restricted Subsidiary that is secured by a Lien permitted by <u>Section 6.02</u> of the Credit Agreement, and, if held in a pledged account, solely to the extent (1) such Restricted Subsidiary is, as of the relevant date of determination (assuming such date of determination is a “business day” in the applicable jurisdiction), able to access such cash or Cash Equivalents and (2) the relevant secured party has not exercised “ <u>control</u> ” over such cash or Cash Equivalents, in each case, as determined in accordance with the Applicable Accounting Principles. (the “ <u>Unrestricted Cash Amount</u> ”); provided that such amount excludes any obligation, liability or indebtedness if, upon or prior to the maturity thereof, the applicable Person has irrevocably deposited with the proper Person in trust or escrow the necessary funds (or evidences of indebtedness) for the payment, redemption or satisfaction of such obligation, liability or indebtedness, and from and after such date such funds and evidences of such obligation, liability or indebtedness or other security so deposited are not included in the calculation of the Unrestricted Cash Amount (the “ <u>Netted Amounts</u> ”) ⁴¹	\$ _____
c.	Total:	\$ _____
2.	Consolidated EBITDA [Total from Schedule 1-B calculations (below)]	\$ _____

⁴¹ For the avoidance of doubt, for purposes of calculating any net leverage ratio test required to be satisfied as a condition to the incurrence of any Consolidated Total Debt, the cash proceeds of any debt being incurred in reliance on such ratio shall not be netted in calculating such ratio for such purpose, but, for the avoidance of doubt, the Lead Borrower may give Pro Forma Effect to the repayment of any Consolidated Total Debt to be repaid with such proceeds and any other applicable use of proceeds thereof.

First Lien Net Leverage Ratio = Consolidated First Lien Net Debt (Line 1(c)) to Consolidated EBITDA (Line 2): to 1.00

For the Fiscal [Quarter][Year] ended

SCHEDULE 1-B⁴²
to the Compliance Certificate
(\$ in 000's)

Consolidated EBITDA⁴³
(in accordance with the definition of Consolidated EBITDA
as set forth in the Credit Agreement)

	Consolidated EBITDA ⁴⁴	
1.	Consolidated Net Income [Total from <u>Schedule 1-C</u> calculations (below)]	\$ _____
2.	Plus at the election of the Lead Borrower, without duplication and, except in the case of clauses (vi), (ix), (xiii), (xvi) or (xvii) to the extent already deducted (and not added back) in arriving at such Consolidated Net Income, the sum of the following amounts for such period:	
i.	(A) total interest expense and, to the extent not reflected in such total interest expense, any losses on hedging obligations or other derivative instruments, net of interest income and gains on such hedging obligations or such derivative instruments, and bank and LC Instrument fees and costs in connection with financing activities (whether amortized or immediately expensed), (B) amounts excluded from Consolidated Cash Interest Charges as set forth in <u>clauses (a) through (n)</u> of the definition thereof (which shall include, for the avoidance of doubt, all interest which constitutes a “financing” cost on the combined consolidated statement of earnings of the Lead Borrower and the Group Members), (C) cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of preferred stock or shares during such period and (D) cash dividends or other distributions paid (excluding items eliminated in consolidation) on any series of Disqualified Equity Interests during such period	\$ _____
ii.	(A) all Taxes paid and any provision for Taxes based on income, profits, revenue or capital, including federal, foreign, state, provincial or territorial income, franchise and similar Taxes based on income, profits, revenue or capital, foreign withholding Taxes and foreign unreimbursed value added Taxes paid or accrued during such period (including in respect of	\$ _____

⁴² Required only to the extent there is a change to the First Lien Net Leverage Ratio that would result in a change to the applicable rate per annum determined pursuant to the definition of “Applicable Rate”.

⁴³ In the Event of any conflict between the terms of this Schedule 1-B and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

⁴⁴ To be determined on a consolidated basis for the Lead Borrower and the Group Members in accordance with the Applicable Accounting Principles.

	repatriated funds) including penalties and interest related to such Taxes or arising from any tax examinations, and including pursuant to any Tax sharing arrangement (or as a result of any Tax distribution, including Permitted Tax Distributions) of such Person paid or accrued during the relevant period and (B) without duplication of any amounts added back pursuant to clause (A), any payments to a Parent Entity or direct or indirect owner of any Group Member in respect of Taxes permitted to be made under the Credit Agreement	
iii.	depreciation, depletion and amortization (including amortization of intangible assets (including software) and deferred financing fees or costs (including original issue discount) and Capitalized Software Expenditures)	\$_____
iv.	other non-cash Charges (provided, in each case, that if any non-cash Charges represent an accrual or reserve for potential cash items in any future period, (A) the Lead Borrower may determine not to add back such non-cash Charge in the current period or (B) to the extent the Lead Borrower decides to add back such non-cash Charge, the cash payment in respect thereof in such future period shall be subtracted from Consolidated EBITDA in such future period to such extent), and excluding amortization of a prepaid cash item that was paid in a prior period	\$_____
v.	(i) losses or discounts in connection with any Permitted Receivables Financing, Permitted Factoring Transaction or otherwise in connection with factoring arrangements or the sale of Permitted Receivables Financing Assets or Permitted Factoring Assets and (ii) amortization of (x) capitalized fees, (y) loan origination costs and (z) portfolio discounts, in each case in connection with any Permitted Receivables Financing or any Permitted Factoring Transaction	\$_____
vi.	cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in the calculation of Consolidated EBITDA in any prior period to the extent non- cash gains relating to such receipts (or netting arrangement) were deducted in the calculation of Consolidated EBITDA pursuant to Line 4 below for any previous period and not added back	\$_____
vii.	(A) any costs or expenses incurred or paid by the Lead Borrower (or any Parent Entity) or any other Group Member pursuant to any management equity plan, stock or share option plan, equity-based compensation plan or any other management or employee benefit plan or long term incentive plan or agreement, any severance agreement or any stock subscription or shareholder agreement, (B) payments made to option holders in connection with, or as a result of, any distribution made to shareholders and (C) any Charge in connection with the rollover, acceleration or	\$_____

	payout of Equity Interests held by management and members of the board of the Lead Borrower (or any Parent Entity) or any other Group Member	
viii.	any net pension or other post-employment benefit costs representing amortization of unrecognized prior service costs, actuarial losses, including amortization of such amounts arising in prior periods, amortization of the unrecognized net obligation (and loss or cost) existing at the date of initial application of IFRS IAS 19 Employee Benefits	\$ _____
ix.	unrealized net losses in the fair market value of any arrangements under any hedge agreements or other derivative instruments	\$ _____
x.	earn-out obligations, non-compete obligations, contingent obligation expense and other post-closing obligations (including to the extent accounting for as bonuses), in each case of the foregoing, including adjustments thereof and purchase price adjustments, to sellers incurred in connection with any acquisition or other Investment (including any acquisition or other Investment consummated prior to the Closing Date) which are paid or accrued during the applicable period	\$ _____
xi.	the amount of any Charge or deduction associated with any Group Member that is attributable to any non-controlling interest or minority interest of any third party	\$ _____
xii.	non-operating expenses	\$ _____
xiii.	add-backs and adjustments identified or set forth in any quality of earnings analysis prepared by independent registered public accountants of recognized national standing or any other accounting or valuation firm reasonably acceptable to the Term Loan Administrative Agent (it being understood that any of the “big four” accounting firms are acceptable) and delivered to the Term Loan Administrative Agent in connection with any Permitted Acquisition or other Investment not prohibited by the Credit Agreement	\$ _____
xiv	the amount of management, monitoring, consulting, transaction, advisory, termination and similar fees and related indemnities, costs and expenses (including reimbursements) paid or accrued, and payments made to the Sponsors (and/or their Affiliates or management companies) for any financial advisory, consulting, financing, underwriting or placement services or in respect of other investment banking activities and other transaction fees, and payments to directors of the Lead Borrower, BIF II or any Parent Entity actually paid or accrued; provided that such payment is permitted under the Credit Agreement	\$ _____
xv.	without duplication (A) Charges relating to the sale of products and services in new locations or to new customers, or to the expansion of	

	existing locations or the expansion of products and services to existing customers, in each case, including, without limitation, start-up costs, initial testing and registration costs in new markets, the cost of feasibility studies, training of employees, travel costs for employees engaged in activities relating to any or all of the foregoing and the allocation of general and administrative support in connection with any or all of the foregoing and (B) the amount of any Charges (including operating losses) related to any New Project (whether newly acquired, newly constructed or otherwise), including any construction, pre-opening/re-opening and start-up period prior to opening (or re-opening, as applicable), until such facility has been open (or renovated) and operating for a period of 12 consecutive months	\$ _____
xvi.	for the first 12 months following the acquisition or opening of any New Project and/or entry into new contracts or the renegotiation of contracts, an amount annualized over the applicable period based on actual Consolidated EBITDA attributable to such New Project (as determined by the Lead Borrower in good faith) and/or new or renegotiated contracts for each month such newly acquired or newly constructed New Project and/or new or renegotiated contracts have been in operation	\$ _____
xvii	with respect to any Joint Venture that is not a Restricted Subsidiary and solely to the extent relating to any net income referred to in clause (d) of the definition of “Consolidated Net Income” and/or in clause (i) of the proviso at the end of the definition of “Consolidated Net Income,” an amount equal to the proportion of those items described in clauses (i), (ii) and (iii) above (without duplication) relating to such Joint Venture corresponding to the Lead Borrower’s, BIF II’s and the other Restricted Subsidiaries’ proportionate share of such Joint Venture’s Consolidated Net Income (determined as if such Joint Venture were a Restricted Subsidiary)	\$ _____
xviii.	accruals and reserves that are established or adjusted within 12 months after the closing of any Permitted Acquisition or other Investment not prohibited under the Credit Agreement	\$ _____
xix.	costs associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith and costs relating to compliance with the provisions of the Securities Act and the Exchange Act and, in each case, the rules and regulations promulgated thereunder, or any other comparable body of laws, rules or regulations, as companies with listed equity, directors’ compensation, fees and expense reimbursement, costs relating to enhanced accounting functions and investor relations, stockholder or shareholder meetings and reports to stockholders or shareholders, directors’ and officers’ insurance and other executive costs, legal and other professional fees, listing fees and other transaction costs, in each case to the extent arising solely by virtue of the listing of such Person’s	\$ _____

	or any parent company's equity securities on a national securities exchange or issuance of public debt securities	
xxii.	net losses attributable to any contract within the first three (3) years following the date on which such contract (or any renewal thereof) becomes effective	\$ _____
xxiii.	(A) applicable state and federal tax credits and (B) the proceeds of any sale thereof	\$ _____
xxiv.	costs of surety bonds, letters of credit or other similar instruments incurred in such period	\$ _____
3.	Plus the sum of the following amounts at the option of the Lead Borrower, without duplication, the sum of the following amounts for such period:	\$ _____
	(1) pro forma adjustments, including the amount of "run rate" cost savings, expense reductions, operational improvements, revenue enhancements, other operating changes, improvements (including, for the avoidance of doubt, "run rate" Consolidated EBITDA attributable to projected increases in revenues or profits), optimizations, initiatives, synergies (including revenue synergies), increases in revenues and costs savings (collectively, " <u>Run Rate Enhancements</u> ") related to any corporate or business restructuring initiatives, any Specified Transaction, any acquisition or combination, the commencement of activities constituting a New Project (whether newly acquired, newly constructed or otherwise), the termination or discontinuance of activities constituting a New Project or related to any other initiative or action (including New Projects or new contracts or customers and the effect of increased pricing or volume and/or other revenue enhancements, the renegotiation or renewal of contracts or other arrangements or efficiencies from the shifting of production of one or more products from one manufacturing facility to another (or the provision of services from one location to another)) (any such change, initiative, action, transaction or event, a " <u>Business Optimization Initiative</u> ") that are reasonably identifiable and projected by the Lead Borrower in good faith to be realized as a result of actions that have been taken or initiated or with respect to which steps have been taken or initiated or are expected to be taken or initiated and reasonably anticipated to be realized within thirty-six months of such actions (in the good faith determination of the Lead Borrower); provided that in each case of this clause (1), Run Rate Enhancements shall be added to Consolidated EBITDA until fully realized and calculated on a Pro Forma Basis as though such Run Rate Enhancements had been realized or in effect on the first day of the relevant period, net of the amount of actual benefits realized from such actions (it being understood that "run rate" shall mean the full reasonably expected recurring benefit that is associated with the relevant action), (2) other add-backs and adjustments that are consistent with Regulation S-X and (3) other	\$ _____

	add-backs and adjustments that are consistent with a quality of earnings report (a) made available to the Term Loan Administrative Agent after the Closing Date conducted by financial advisors or (b) made available to the Term Loan Lead Arrangers prior to the Closing Date in connection with the Transaction	
4.	Minus without duplication and to the extent included in arriving at such Consolidated Net Income, the sum of the following amounts:	
i.	non-cash gains (excluding any non-cash gain to the extent it represents the reversal of an accrual or reserve for a potential cash item that reduced Consolidated Net Income or Consolidated EBITDA in any prior period)	\$ _____
ii.	[Reserved.]	\$ _____
iii.	cash expenditures (or any netting arrangements resulting in increased cash expenditures) not representing Consolidated EBITDA in any period to the extent non-cash losses relating to such expenditures were added to the calculation of Consolidated EBITDA for any previous periods and not subtracted back	\$ _____
5.	Plus the (A) Acquired EBITDA of any Person, property, business or asset acquired by the Lead Borrower or any other Group Member during such period (other than any Unrestricted Subsidiary) whether such acquisition occurred before or after the Closing Date to the extent not subsequently sold, transferred or otherwise disposed of (but not including the Acquired EBITDA of any related Person, property, business or assets to the extent not so acquired) (each such Person, property, business or asset acquired, including pursuant to a transaction consummated prior to the Closing Date, and not subsequently so disposed of, an “ <u>Acquired Entity or Business</u> ”), and the Acquired EBITDA of any Unrestricted Subsidiary that is converted into a Restricted Subsidiary during such period (each, a “ <u>Converted Restricted Subsidiary</u> ”), in each case based on the Acquired EBITDA of such Pro Forma Entity for such period (including the portion thereof occurring prior to such acquisition or conversion) determined on a historical Pro Forma Basis and (B) in the case of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting, the Consolidated EBITDA of such Person multiplied by the ownership percentage of the applicable Group Members therein	\$ _____
6.	Minus the Disposed EBITDA of any Person, property, business or asset (other than any Unrestricted Subsidiary) sold, transferred or otherwise disposed of, closed or, at the option of the Lead Borrower, classified as discontinued operations by the Lead Borrower or any other Group Member during such period (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually	\$ _____

	disposed of) (each such Person, property, business or asset so sold, transferred or otherwise disposed of, closed or classified, a “ <u>Sold Entity or Business</u> ”), and the Disposed EBITDA of any Restricted Subsidiary that is converted into an Unrestricted Subsidiary during such period (each, a “ <u>Converted Unrestricted Subsidiary</u> ”), in each case based on the 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, disposition, closure, classification or conversion) determined on a historical Pro Forma Basis	
7.	Plus for any period in which a Sold Entity or Business is disposed, an adjustment equal to the Pro Forma Disposal Adjustment with respect to such Sold Entity or Business (including the portion thereof occurring prior to such disposal) as specified in the Pro Forma Disposal Adjustment certificate delivered to the Term Loan Administrative Agent (for further delivery to the Term Lenders)	\$ _____
8.	Plus (with respect to losses) or Minus (with respect to gains) without duplication, any net realized gains and losses relating to (i) amounts denominated in foreign currencies resulting from the application of IFRS IAS 21 The Effects of Changes in Foreign Exchange Rates (including net realized gains and losses from exchange rate fluctuations on intercompany balances and balance sheet items, net of realized gains or losses from related Swap Agreements (entered into in the ordinary course of business)) or (ii) any other amounts denominated in or otherwise trued-up to provide similar accounting as if it were denominated in foreign currencies	\$ _____
	Total: Consolidated EBITDA	\$ _____

For the Fiscal [Quarter][Year] ended

SCHEDULE 1-C
to the Compliance Certificate
(\$ in 000's)

Consolidated Net Income⁴⁵
(in accordance with the definition of Consolidated Net Income
as set forth in the Credit Agreement)

1.	Consolidated Net Income	
	The net income (or loss) of the Group Members determined on a combined consolidated basis in accordance with the Applicable Accounting Principles and before any reduction in respect of preferred stock dividends	\$_____
2.	<u>Excluding</u> (without duplication):	
a.	extraordinary, unusual, special, exceptional or non-recurring gains or losses or expenses (as determined by the Lead Borrower in good faith) (less all fees and expenses relating thereto) (including (x) any extraordinary, unusual, special, exceptional or non-recurring operating expenses directly attributable to the implementation of Business Optimization Initiatives and any accruals or reserves in respect of any extraordinary, unusual, special, exceptional or non-recurring items and (y) losses or expenses arising from or relating to any business interruption or other business downturn solely to the extent such interruption or downturn arises out of any natural disaster, epidemic or pandemic (including COVID-19 Measures) and any other similar business disruption that is outside the control of the Lead Borrower and the Group Members, or any government or other regulatory response thereto), severance, relocation costs, integration, separation and office or facility pre-opening, opening, closing, expansion and consolidation costs (including but not limited to termination costs, moving costs and legal costs), unused warehouse space costs, new contract costs, restructuring Charges (including restructuring and integration costs related to acquisitions after the Closing Date and adjustments to existing reserves and any restructuring Charge relating to any Permitted Reorganization, any IPO Reorganization Transactions or any Tax Restructuring), whether or not classified as restructuring expense on the combined consolidated financial statements, Charges attributable to the undertaking and/or implementation of new initiatives, business optimization activities, Business Optimization Initiatives, cost rationalization programs,	\$_____

⁴⁵ In the event of any conflict between the terms of this Schedule 1-C and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

	operating expense reductions, synergies and/or similar initiatives or programs (including, without limitation, in connection with any inventory optimization program, integration, restructuring or transition, any reconstruction, decommissioning, recommissioning or reconfiguration of fixed assets for alternative uses, any implementation of operational and reporting systems and initiatives (including any expense relating to the implementation of enhanced accounting or IT functions or new system designs)), systems implementation or establishment Charges, Charges relating to entry into a new market or to exiting a market, one time Charges (including compensation expense), consulting Charges, software and other Intellectual Property development Charges, Charges associated with new systems design, project startup Charges, Charges in connection with new operations, corporate development Charges, signing costs, retention, recruiting, relocation, signing or completion bonuses and expenses, human resources costs, transition costs and management transition costs, advertising costs, losses associated with temporary decreases in work volume and expenses related to maintaining underutilized personnel (including duplicative personnel), any transition Charge, any employee ramp-up Charges, costs relating to early termination of rights fee arrangements, costs or cost inefficiencies related to facility or property disruptions or shutdowns and curtailments or modifications to pension and post-retirement employee benefit plans (including any settlement of multi-employer plan or pension liabilities), for such period	
b.	the cumulative effect of a change in accounting principles during such period to the extent included in Consolidated Net Income	\$_____
c.	(i) Transaction Costs, (ii) any severance and the amount of any other success, “change of control” or “change in control” or similar bonuses or payments payable to any Permitted Payee and (iii) costs in connection with payments related to the rollover, acceleration or payout of Equity Interests and stock or share options held by any Permitted Payee, in each case of this clause (c) including the payment of any employer taxes related to the items in this clause (c)	\$_____
d.	the net income (or loss) for such period of any Person that is an Unrestricted Subsidiary, except to the extent of the amount of dividends or distributions or other similar payments that are actually paid in cash or Cash Equivalents (or to the extent converted, or having the ability to be converted, into cash or Cash Equivalents) (or (except for the purpose of calculating Excess Cash Flow) that could have been made in cash or such Cash Equivalents) by such Unrestricted Subsidiary to any Group Member during such period	\$_____
e.	any fees (including in the form of discount), costs, accruals, commissions and expenses (including any transaction, relocation or retention bonus or	\$_____

	similar payment, rationalization, legal, tax, rating agency, syndication, accounting, structuring and other costs and expenses, travel and out-of-pocket costs, litigation and arbitration costs) incurred during such period, or any amortization thereof for such period, in connection with any acquisition, Investment, New Project, merger, consolidation, amalgamation, asset disposition, issuance, exchange or repayment of debt or equity, any IPO, becoming a standalone or public company, dividend, Restricted Payment, option buyout, recapitalization, refinancing transaction, early extinguishment, amendment or other modification of any debt instrument, hedging agreement or other derivative instrument (in each case, including the Transaction Costs and any such transaction consummated prior to the Closing Date and any such transaction undertaken but not completed) and any Charges or non-recurring merger costs incurred during such period as a result of any such transaction, in each case whether or not successful (including, for the avoidance of doubt, the effects of expensing all transaction-related expenses in accordance with IFRS 3 Business Combinations and gains or losses associated with IFRS 9 Financial Instruments),	
f.	any income (or loss) for such period attributable to the extinguishment, conversion, buy-back or cancellation of Indebtedness, hedging agreements or other derivative instruments (in each case whether or not such transaction was successfully completed)	\$_____
g.	accruals and reserves that are established or adjusted in accordance with the Applicable Accounting Principles (or other inventory adjustments, any adjustment of estimated payouts on existing earnouts, property and equipment, leases, rights fee arrangements, software, goodwill, intangible assets, in-process research and development, deferred revenue, advanced billings and debt line items thereof) resulting from the application of recapitalization accounting, the acquisition method of accounting or purchase accounting (including the effects of such adjustments pushed down to such Person and its Subsidiaries and including the effects of adjustments to (1) deferred rent, (2) Capital Lease Obligations or other obligations or deferrals attributable to capital spending funds with suppliers or (3) any deferrals of revenue), as the case may be, in relation to the Transactions or any consummated acquisition or other permitted Investment or the amortization, write-down or write-off of any amounts thereof or changes as a result of the adoption or modification of accounting policies during such period	\$_____
h.	all Non-Cash Compensation Expenses	\$_____
i.	(A) any income (or loss) attributable to deferred compensation plans or trusts, any employment benefit scheme or any similar equity plan or agreement and (B) any non-cash items in respect of pension and other	\$_____

	post-retirement obligations	
j.	(A) the amount of any Charge in connection with a single or one-time event (as determined by the Lead Borrower in good faith), including, without limitation, in connection with any Permitted Acquisition or other Investment not prohibited hereunder consummated after the Closing Date (including, without limitation, legal, accounting, bank and other professional fees and expenses incurred in connection with acquisitions and other Investments made prior to the Closing Date), (B) the closing, consolidation or reconfiguration of any facility during such period, (C) one-time consulting costs or (D) Charges or expenses incurred in connection with any Permitted Reorganization, IPO Reorganization Transactions or Tax Restructuring (in each case, whether or not consummated)	\$_____
k.	any gain (or loss) on asset sales, disposals or abandonments (other than asset sales, disposals or abandonments in the ordinary course of business) or income (or loss) from closed or, at the option of the Lead Borrower, discontinued operations (but if such operations are classified as discontinued due to the fact that they are subject to an agreement to dispose of such operations, only when and to the extent such operations are actually disposed of)	\$_____
l.	any non-cash gain (or loss) attributable to the mark to market movement in the valuation of hedging obligations or other derivative instruments pursuant to IFRS 9 Financial Instruments and Hedging or mark to market movement of other financial instruments pursuant to FASB Accounting Standards IFRS 9 Financial Instruments; provided that any cash payments or receipts relating to transactions realized in a given period shall be taken into account in such period or, to the extent applicable, the equivalent standard under IFRS	\$_____
m.	any gain (or loss) related to currency remeasurements of Indebtedness (including the net loss or gain resulting from hedging agreements for currency exchange risk and revaluations of intercompany balances or any other currency-related risk), unrealized or realized net foreign currency translation or transaction gains or losses impacting net income	\$_____
n.	any non-cash expenses, accruals or reserves related to adjustments to historical tax exposures (provided, in each case, that the cash payment in respect thereof in such future period shall be subtracted from Consolidated Net Income for the period in which such cash payment was made)	\$_____
o.	any impairment Charge or asset write-off or write-down related to intangible assets (including, without limitation, with respect to property and equipment, leases, software, goodwill, intangible assets, in-process	\$_____

	research and development, deferred revenue, advanced billings and debt line items), long-lived assets, and investments in debt and equity securities and any impairment Charge in connection with the write-up of inventory to its estimated fair value pursuant to IFRS 3 Business Combinations in excess of its manufacturing cost	
p.	the effects of purchase accounting, fair value accounting or recapitalization accounting adjustments (including the effects of such adjustments pushed down to the referent Person and its Restricted Subsidiaries and including the effects of adjustments to (A) deferred rent, (B) Capital Lease Obligations or other obligations or deferrals attributable to capital spending funds with suppliers or (C) any deferrals of revenue) resulting from the application of purchase accounting, fair value accounting or recapitalization accounting in relation to any acquisition consummated before or after the Closing Date, and the amortization, write-down or write-off of any amounts thereof, net of taxes	\$_____
q.	Charges attributable to, and payments of, legal settlements, fines, judgments or orders	\$_____
r.	Charges associated with, or in anticipation of, or preparation for, compliance with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (or other similar legislation) and Charges relating to compliance with the provisions of the Securities Act and the Exchange Act (or other similar legislation) and, in each case, the rules and regulations promulgated thereunder, as applicable to companies with equity or debt securities held by the public, the rules of national securities exchange companies with listed equity or debt securities, directors' or managers' compensation, fees and expense reimbursement, Charges relating to investor relations, shareholder meetings and reports to shareholders or debtholders, directors' and officers' insurance and other executive costs, legal and other professional fees and listing fees (collectively, " <u>Public Company Costs</u> ")	\$_____
s.	any gain, loss, income, expense or charge resulting from the application of any LIFO method	\$_____
t.	the non-cash portion of "straight-line" rent expense	\$_____
u.	non-cash Charges for deferred tax asset valuation allowances	\$_____
v.	Capitalized Software Expenditures and software development costs	\$_____
3.	To the extent not already included in Consolidated Net Income for such period, the following adjustments shall be made:	\$_____

a.	(x) Consolidated Net Income for such period shall not include the net income (or loss) for such period of any Person if such Person is not a Group Member, except to the extent of the amount of dividends or distributions or other similar payments that are actually paid in cash or Cash Equivalents (or to the extent converted, or having the ability to be converted, into cash or Cash Equivalents) (or (except for the purpose of calculating Excess Cash Flow) that could have been made in cash or such Cash Equivalents) by such Person to any Group Member during such period, which shall be included in Consolidated Net Income and (y) Consolidated Net Income for such period shall include any dividend, distribution or other payment in cash (or to the extent converted into cash) received by any Group Member from any Person in excess of, but without duplication of, the amounts included in clause (x),	\$_____
b.	the cash portion of “straight-line” rent expense which exceeds the amount expensed in respect of such rent expense shall be included and	\$_____
c.	(x) without duplication of amounts included pursuant to clause (y) below, the amount of proceeds received from business interruption insurance or reimbursement of Charges that are covered by indemnification, insurance and other reimbursement provisions in connection with any acquisition or other Investment or any disposition of any asset permitted hereunder and (y) so long as the Lead Borrower in good faith expects to receive or expects a Group Member to receive, such proceeds, the amount of proceeds due from business interruption insurance or reimbursement of Charges that are covered by indemnification, insurance and other reimbursement provisions in connection with any acquisition or other Investment or any disposition of any asset permitted under the Credit Agreement (including any casualty event) (it being understood that to the extent the Lead Borrower no longer believes in good faith that such proceeds will actually be received, such proceeds shall no longer be included in calculating Consolidated Net Income for such period (and any future period containing all or a portion of such period)).	\$_____
	Total: Consolidated Net Income	\$_____

SCHEDULE 2⁴⁶
to the Compliance Certificate
(\$ in 000's)

Excess Cash Flow⁴⁷
(in accordance with the definition of Excess Cash Flow
as set forth in the Credit Agreement)

1.	The sum (in each case, for the Group Members on a combined consolidated basis), without duplication, of:	\$ _____
i.	Consolidated Net Income for such period [Total from <u>Schedule 1-C</u> calculations]	\$ _____
ii.	an amount equal to the amount of all non-cash Charges to the extent deducted in arriving at such Consolidated Net Income and cash receipts to the extent excluded in arriving at such Consolidated Net Income (except to the extent such cash receipts are attributable to revenue or other items that would be included in calculating Consolidated Net Income for any prior period)	\$ _____
iii.	an amount equal to the aggregate net non-cash loss on Dispositions (or any asset sale specifically excluded from the definition of "Dispositions") by the Lead Borrower and the other Group Members during such period (other than Dispositions in the ordinary course of business) to the extent deducted in arriving at such Consolidated Net Income under clause (k) of the definition thereof	\$ _____
iv.	cash receipts in respect of hedge agreements during such period to the extent not otherwise included in Consolidated Net Income	\$ _____
v.	increases in current and non-current deferred revenue to the extent deducted or not included in arriving at such Consolidated Net Income	\$ _____
vi.	any extraordinary, unusual, nonrecurring, exceptional, special or infrequent cash gain and any other cash gain not in the ordinary course of business (as determined by the Lead Borrower in good faith, which determination shall be conclusive), in each case to the extent deducted in calculating such Consolidated Net Income	\$ _____

⁴⁶ To attach this Schedule 3 only in connection with the fiscal year-end financial statements required by Section 5.01(a) of the Credit Agreement, beginning with the financial statements for the first full fiscal year of the Lead Borrower ending after the Closing Date.

⁴⁷ In the event of any conflict between the terms of this Schedule 2 and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

2.	<u>Minus</u> the sum (in each case, for the Group Members on a combined consolidated basis), without duplication (including in any subsequent fiscal years) of:	\$ _____
i.	an amount equal to the amount of all non-cash credits included in arriving at such Consolidated Net Income, cash charges to the extent excluded in arriving at such Consolidated Net Income, and Transaction Costs to the extent not deducted in arriving at such Consolidated Net Income and paid in cash during such period	\$ _____
ii.	without duplication of amounts deducted pursuant to clause (x) below in prior periods, the amount of Capital Expenditures or acquisitions of Intellectual Property accrued or made in cash during such period, except to the extent that such Capital Expenditures or acquisitions were financed with the proceeds of long term Indebtedness of the Lead Borrower or the other Group Members (unless such Indebtedness has been repaid other than with the proceeds of long term indebtedness) other than intercompany loans	\$ _____
iii.	the aggregate amount of all principal payments of Indebtedness of the Lead Borrower and the other Group Members (including (1) the principal component of payments in respect of Capitalized Lease, (2) the amount of any scheduled repayment of Term Loans or junior lien loans permitted hereunder, and (3) the amount of an offer to prepay Term Loans to the extent required due to a Disposition that resulted in an increase to Consolidated Net Income and not in excess of the amount of such increase but excluding (A) all other prepayments of Term Loans and junior lien loans and (B) all prepayments of ABL Facility Loans (and any other revolving loans (unless there is an equivalent permanent reduction in commitments thereunder)) made during such period, except to the extent financed with the proceeds of other long term Indebtedness of the Lead Borrower or the other Group Members)	\$ _____
iv.	an amount equal to the aggregate net non-cash gain on Disposition (or any asset sale specifically excluded from the definition of "Disposition") by the Lead Borrower and the other Group Members during such period (other than Dispositions in the ordinary course of business) to the extent included in arriving at such Consolidated Net Income	\$ _____
v.	payments in cash by the Lead Borrower and the other Group Members during such period in respect of any purchase price holdbacks, earn out obligations, and long term liabilities of the Lead Borrower and the other Group Members other than Indebtedness, to the extent not already deducted from Consolidated Net Income	\$ _____

vi.	without duplication of amounts deducted pursuant to clause (x) below in prior fiscal periods, the aggregate amount of cash consideration paid by the Lead Borrower and the other Group Members (on a combined consolidated basis) in connection with investments (including acquisitions (but excluding Investments described in Section 6.04(a) or (c))) made during such period constituting permitted investments to the extent that such investments were not financed with the proceeds received from (1) the issuance or incurrence of long term Indebtedness or (2) the issuance of capital stock	\$ _____
vii.	aggregate amount of expenditures actually made by the Lead Borrower and the other Group Members 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 are not deducted in calculating Consolidated Net Income	\$ _____
viii.	the aggregate amount of any premium, make-whole, or penalty payments actually paid in cash by the Lead Borrower and any other Group Member during such period that are made in connection with any prepayment of Indebtedness to the extent that such payments are not deducted in calculating Consolidated Net Income	\$ _____
ix.	without duplication of amounts deducted from Excess Cash Flow in prior periods, (1) the amount of Taxes (including penalties and interest) paid or payable in such period (including Taxes paid or payable under Tax sharing agreements or arrangements and/or in connection with any amounts paid or payable pursuant to Section 6.08(a)(vii) of the Credit Agreement) and (2) (x) Tax reserves set aside and (y) Taxes payable or reasonably estimated to be payable, in each case, with respect to Taxes payable in the immediately succeeding Tax year; provided that for purposes of this paragraph, "Taxes" shall also be deemed to include (without duplication) any Permitted Tax Distribution	\$ _____
x.	cash expenditures in respect of hedge agreements during such period to the extent not deducted in arriving at such Consolidated Net Income	\$ _____
xi	decreases in current and non-current deferred revenue to the extent included or not deducted in arriving at such Consolidated Net Income	\$ _____
xii.	the amount of dividends paid in cash during such period (on a combined consolidated basis) by the Lead Borrower and the Group Members, to the extent such dividends were not financed with the proceeds received from (1) the issuances or incurrence of long-term Indebtedness or (2) the issuances of Capital Stock	\$ _____

xiii.	any extraordinary, unusual, nonrecurring, exceptional, special or infrequent cash loss and any other cash charge not in the ordinary course of business (as determined by the Lead Borrower in good faith, which determination shall be conclusive), in each case to the extent not deducted in calculating such Consolidated Net Income	
	Total: Excess Cash Flow	\$_____

SCHEDULE 3⁴⁸
to the Compliance Certificate Updates to [US Security Agreement][Canadian Security Agreement]

Update to [US][Canadian] Security Agreement

1. [U.S.][CANADIAN] PATENT REGISTRATIONS

Grantor	Registered Patent	Serial/Registration Number	Issue Date

2. [U.S.][CANADIAN] PATENT APPLICATIONS

Grantor	Patent Application	Publication Number/ Application Number	Application Date

3. [U.S.][CANADIAN] TRADEMARK REGISTRATIONS

Grantor	Registered Trademark	Serial Number	Registration Number	Registration Date

4. [U.S.][CANADIAN] TRADEMARK APPLICATIONS

Grantor	Trademark Application	Application Number	Application Date

5. [U.S.][CANADIAN] COPYRIGHT REGISTRATIONS

Company / Owner	Title	Copyright Number	Registration Date

6. [U.S.][CANADIAN] COPYRIGHT APPLICATIONS

Company / Owner	Title	Application Number	Application Date

⁴⁸ [Required only to the extent supplements to Schedules 3.1(c) to the US Security Agreement and/or Schedule 5(f) to the Canadian Security Agreement are required pursuant to the terms thereof; provided that such supplemental information need not be included in this certificate if it has been previously provided in a separate certificate.]

Update to [Schedule 3.1(h)] of [US][Canadian] Security Agreement

COMMERCIAL TORT CLAIMS

Company	Description of Commercial Tort Claim	Estimated Value of Commercial Tort Claim

[FORM OF] SOLICITED DISCOUNTED PREPAYMENT NOTICE

Date: [____], 20[__]

To: Wells Fargo Bank, National Association (“Wells Fargo”), as Auction Agent

Ladies and Gentlemen:

This Solicited Discounted Prepayment Notice is delivered to you pursuant to Section 2.11(a)(ii)(D)(1) of that certain Credit Agreement, dated as of September [__], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

Pursuant to Section 2.11(a)(ii)(D)(1) of the Credit Agreement, the Lead Borrower hereby requests that each Term Lender [of the [•, 20•]⁴⁹ tranche[s]] of [Initial][Incremental][Other] Term Loans submit a Solicited Discounted Prepayment Offer. Any Discounted Term Loan Prepayment made in connection with this solicitation shall be subject to the following terms:

1. This Solicitation of Discounted Prepayment Offer is extended at the sole discretion of the Lead Borrower to each Term Lender [of the [•, 20•]⁵⁰ tranche[s]] of [Initial][Incremental][Other] Term Loans.

2. The maximum aggregate outstanding amount of the Discounted Term Loan Prepayment that will be made in connection with this solicitation is (the “Solicited Discounted Prepayment Amount”):⁵¹

[[•, 20•]⁵² tranche[s] of][Initial][Incremental][Other] Term Loans: \$[•]

To make an offer in connection with this solicitation, each Term Lender is required to deliver to the Auction Agent (or its delegate) a Solicited Discounted Prepayment Offer on or before 5:00 p.m. New York time on [•, 20•] (or such later date as the Lead Borrower may agree with the reasonable consent of the Auction Agent).

⁴⁹ List multiple tranches if applicable.

⁵⁰ List multiple tranches if applicable.

⁵¹ Minimum of \$1.0 million and whole increments of \$500,000 in excess thereof. The Solicited Discounted Prepayment Amount may be expressed as a formula and/or the aggregate amount of consideration offered to be paid for the relevant Term Loans.

⁵² List multiple tranches if applicable.

Pursuant to Section 2.11(a)(ii)(D)(1) of the Credit Agreement, the Lead Borrower requests that the Auction Agent promptly provide each of the relevant Term Lenders with a copy of this Solicited Discounted Prepayment Notice and a form of the Solicited Discounted Prepayment Offer to be submitted by each responding Term Lender.

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IN WITNESS WHEREOF, the undersigned has executed this Solicited Discounted Prepayment Notice as of the date first above written.

ROCKPOINT GAS STORAGE PARTNERS LP,

as the Lead Borrower

By: _____

Name:

Title:

Enclosure: Solicited Discounted Prepayment Offer

[FORM OF] SOLICITED DISCOUNTED PREPAYMENT OFFER

Date: [____], 20[__]

To: Wells Fargo Bank, National Association (“Wells Fargo”), as Auction Agent

Ladies and Gentlemen:

Reference is made to (a) that certain Credit Agreement, dated as of September [__], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent, and (b) that certain Solicited Discounted Prepayment Notice, dated [], 20[___], from the Lead Borrower (the “Solicited Discounted Prepayment Notice”). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Solicited Discounted Prepayment Notice or, to the extent not defined therein, in the Credit Agreement.

To accept the offer set forth herein, the Lead Borrower must submit an Acceptance and Prepayment Notice on or before the third Business Day following its receipt from the Auction Agent of a copy of all Solicited Discounted Prepayment Offers pursuant to the first sentence of Section 2.11(a)(ii)(D)(2) of the Credit Agreement.

The undersigned Term Lender hereby gives you irrevocable notice, pursuant to Section 2.11(a)(ii)(D)(1) of the Credit Agreement, that it is hereby offering to accept a Discounted Term Loan Prepayment on the following terms:

1. This Solicited Discounted Prepayment Offer is available only for prepayment on the [[•, 20•]⁵³ tranche[s] of] [Initial][Incremental][Other] Term Loans held by the undersigned.

2. The maximum aggregate outstanding amount of the Discounted Term Loan Prepayment that may be made in connection with this offer shall not exceed (the “Offered Amount”):

[[•, 20•]⁵⁴ tranche[s] of] [Initial][Incremental][Other] Term Loans: \$[•]

⁵³ List multiple tranches if applicable.

⁵⁴ List multiple tranches if applicable.

3. The percentage discount to par value at which such Discounted Term Loan Prepayment may be made is [•]% in respect of the [[•, 20•]⁵⁵ tranche[s] of] [Initial][Incremental][Other] Term Loans (the “Offered Discount”).

The undersigned Term Lender hereby expressly consents and agrees to a prepayment of its [[•, 20•]⁵⁶ tranche[s] of] [Initial][Incremental][Other] Term Loans indicated above pursuant to Section 2.11(a)(ii)(D)(1) of the Credit Agreement at a price equal to the Acceptable Discount (or, if the Offered Discount is a discount to par greater than the Acceptable Discount, the Offered Discount) and in an aggregate outstanding amount not to exceed such Term Lender’s Offered Amount, as such amount may be reduced in accordance with the Solicited Discount Proration, if any, and as otherwise determined in accordance with and subject to the requirements of the Credit Agreement.

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⁵⁵ List multiple tranches if applicable.

⁵⁶ List multiple tranches if applicable.

IN WITNESS WHEREOF, the undersigned has executed this Solicited Discounted Prepayment Offer as of the date first above written.

[], as Term Lender

By: _____
Name:
Title:

[FORM OF] SPECIFIED DISCOUNT PREPAYMENT NOTICE

Date: [____], 20[__]

To: Wells Fargo Bank, National Association (“Wells Fargo”), as Auction Agent

Ladies and Gentlemen:

This Specified Discount Prepayment Notice is delivered to you pursuant to Section 2.11(a)(ii)(B)(1) of that certain Credit Agreement, dated as of September [__], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

Pursuant to Section 2.11(a)(ii)(B)(1) of the Credit Agreement, the Lead Borrower hereby offers to make a Discounted Term Loan Prepayment to each Term Lender [of the [•, 20•]⁵⁷ tranche[s] of] [Initial][Incremental][Other] Term Loans on the following terms:

1. This Borrower Offer of Specified Discount Prepayment is available only to each Term Lender [of the [•, 20•]⁵⁸ tranche[s]] of [Initial][Incremental][Other] Term Loans.

2. The maximum aggregate outstanding amount of the Discounted Term Loan Prepayment that will be made in connection with this offer shall not exceed \$[•] of [the [•, 20•]⁵⁹ tranche[(s)] of] the [Initial][Incremental][Other] Term Loans (the “Specified Discount Prepayment Amount”).⁶⁰

3. The percentage discount to par value at which such Discounted Term Loan Prepayment will be made is [•]% in respect of [the [•, 20•]⁶¹ tranche[(s)] of] the [Initial][Incremental][Other] Term Loans (the “Specified Discount”).

To accept this offer, each Term Lender is required to submit to the Auction Agent (or its delegate) a Specified Discount Prepayment Response on or before 5:00 p.m. New York time on

⁵⁷ List multiple tranches if applicable.

⁵⁸ List multiple tranches if applicable.

⁵⁹ List multiple tranches if applicable.

⁶⁰ Minimum of \$1.0 million and whole increments of \$500,000 in excess thereof. The Specified Discounted Prepayment Amount may be expressed as a formula and/or the aggregate amount of consideration offered to be paid for the relevant Term Loans.

⁶¹ List multiple tranches if applicable

[•, 20•] (or such later date as the Lead Borrower may agree with the reasonable consent of the Auction Agent).

The Lead Borrower hereby represents and warrants to the Auction Agent and the relevant Term Lenders that [at least five (5) Business Days have passed since the consummation of the most recent Discounted Term Loan Prepayment as a result of a prepayment made by the Lead Borrower on the applicable Discounted Prepayment Closing Date.][at least three (3) Business Days have passed since the date the Lead Borrower was notified that no Term Lender was willing to accept any prepayment of any Term Loan at the Specified Discount.]⁶²

The Lead Borrower acknowledges that the Auction Agent and the relevant Term Lenders are relying on the truth and accuracy of the foregoing representations and warranties in connection with their decision whether or not to accept the offer set forth in this Specified Discount Prepayment Notice and the acceptance of any prepayment made in connection with this Specified Discount Prepayment Notice.

Pursuant to Section 2.11(a)(ii)(B)(1) of the Credit Agreement, the Lead Borrower requests that the Auction Agent promptly provide each of the relevant Term Lenders with a copy of this Specified Discount Prepayment Notice and a form of the Specified Discount Prepayment Response to be submitted by each responding Term Lender.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

⁶² Insert applicable representation.

IN WITNESS WHEREOF, the undersigned has executed this Specified Discount Prepayment Notice as of the date first above written.

ROCKPOINT GAS STORAGE PARTNERS LP,

as the Lead Borrower

By: _____

Name:

Title:

Enclosure: Specified Discount Prepayment Response

[FORM OF] SPECIFIED DISCOUNT PREPAYMENT RESPONSE

Date: [____], 20[__]

To: Wells Fargo Bank, National Association (“Wells Fargo”), as Auction Agent

Ladies and Gentlemen:

Reference is made to (a) that certain Credit Agreement, dated as of September [__], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent, and (b) that certain Specified Discount Prepayment Notice, dated [__], 20[__], from the Lead Borrower (the “Specified Discount Prepayment Notice”). Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Specified Discount Prepayment Notice or, to the extent not defined therein, in the Credit Agreement.

The undersigned Term Lender hereby gives you irrevocable notice, pursuant to Section 2.11(a)(ii)(B)(1) of the Credit Agreement, that it is willing to accept a prepayment of the following [tranches of] Term Loans held by such Term Lender at the Specified Discount in an aggregate outstanding amount as follows:

[[•, 20•]⁶³ tranche[s] of] [Initial][Incremental][Other] Term Loans: \$[•]

The undersigned Term Lender hereby expressly consents and agrees to a prepayment of its [[•, 20•]⁶⁴ tranche[s] of] [Initial][Incremental][Other] Term Loans pursuant to Section 2.11(a)(ii)(B)(1) of the Credit Agreement at a price equal to the [applicable] Specified Discount and in an aggregate outstanding amount not to exceed the amount set forth above, as such amount may be reduced in accordance with the Specified Discount Proration, and as otherwise determined in accordance with and subject to the requirements of the Credit Agreement.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

⁶³ List multiple tranches if applicable.

⁶⁴ List multiple tranches if applicable.

IN WITNESS WHEREOF, the undersigned has executed this Specified Discount Prepayment Response as of the date first above written.

[], as Term Lender

By: _____
Name:
Title:

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Term Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo Bank, National Association, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

Pursuant to the provisions of Section 2.17(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Term Loan(s) (as well as any note(s) evidencing such Term Loan(s)) in respect of which it is providing this certificate, (ii) it is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a “10-percent shareholder” of the Lead Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a “controlled foreign corporation” related to the Lead Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Lead Borrower and the Term Loan Administrative Agent with a certificate of its status as not a “United States person” within the meaning of Section 7701(a)(30) of the Code on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Lead Borrower and the Term Loan Administrative Agent in writing, and (2) the undersigned shall have at all times furnished the Lead Borrower and the Term Loan Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment.

[Signature Page Follows]

[Term Lender]

By: _____

Name:

Title:

[Address]

Dated: _____, 20[]

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Term Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo Bank, National Association, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

Pursuant to the provisions of Section 2.17(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Term Loan(s) (as well as any note(s) evidencing such Term Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Term Loan(s) (as well as any note(s) evidencing such Term Loan(s)), (iii) with respect to the extension of credit pursuant to this Credit Agreement or any other Loan Document, neither the undersigned nor any of its direct or indirect partners/members claiming the portfolio interest exemption is a “bank” extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members claiming the portfolio interest exemption is a “10-percent shareholder” of the Lead Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (v) none of its direct or indirect partners/members claiming the portfolio interest exemption is a “controlled foreign corporation” related to the Lead Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished the Lead Borrower and the Term Loan Administrative Agent with an IRS Form W-8IMY accompanied by one of the following forms from each of its direct or indirect partners/members claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform the Lead Borrower and the Term Loan Administrative Agent in writing, and (2) the undersigned shall have at all times furnished the Lead Borrower and the Term Loan Administrative Agent with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment.

[Signature Page Follows]

[Term Lender]

By: _____

Name:

Title:

[Address]

Dated: _____, 20[]

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo Bank, National Association, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

Pursuant to the provisions of Section 2.17(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a “10-percent shareholder” of the Lead Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (iv) it is not a “controlled foreign corporation” related to the Lead Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Term Lender with a certificate of its status as not a “United States person” within the meaning of Section 7701(a)(30) of the Code on IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Term Lender in writing, and (2) the undersigned shall have at all times furnished such Term Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment.

[Signature Page Follows]

[Participant]

By: _____

Name:

Title:

[Address]

Dated: _____, 20[]

[FORM OF]
U.S. TAX COMPLIANCE CERTIFICATE
(For Non-U.S. Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to that certain Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo Bank, National Association, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

Pursuant to the provisions of Section 2.17(f) of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect to such participation, neither the undersigned nor any of its direct or indirect partners/members claiming the portfolio interest exemption is a “bank” extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members claiming the portfolio interest exemption is a “10-percent shareholder” of the Lead Borrower within the meaning of Section 871(h)(3)(B) of the Code, and (v) none of its direct or indirect partners/members claiming the portfolio interest exemption is a “controlled foreign corporation” related to the Lead Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Term Lender with an IRS Form W-8IMY accompanied by one of the following forms from each of its direct or indirect partners/members claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform such Term Lender in writing and (2) the undersigned shall have at all times furnished such Term Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding each such payment.

[Signature Page Follows]

[Participant]

By: _____

Name:

Title:

[Address]

Dated: _____, 20[]

[FORM OF] PROMISSORY NOTE

\$[●]

New York, New York

[●], 20[]

FOR VALUE RECEIVED, [ROCKPOINT GAS STORAGE PARTNERS LP][ROCKPOINT GAS STORAGE CANADA LTD.], [a Delaware limited partnership (the “Lead Borrower”)] [an Alberta corporation (the “Canadian Borrower”)], hereby promises to pay [●] or its registered assigns (the “Term Lender”), in lawful money of the United States of America in immediately available funds on (or, to the extent required by the Credit Agreement (as defined below), before) the Term Maturity Date (the “Maturity Date”) the principal sum of \$[●] or, if less, the aggregate unpaid principal amount of all Term Loans represented by this Note and made by the Term Lender pursuant to the Credit Agreement, payable at such times and in such amounts as are specified in the Credit Agreement. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The [Lead Borrower][Canadian Borrower] also promises to pay interest on the unpaid principal amount of Term Loans represented by this Note and made by the Term Lender in like money to the Applicable Account from the date hereof until paid at the rates and at the times provided in the Credit Agreement.

This Note is one of the promissory notes referred to in Section 2.09(e) of that certain Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo Bank, National Association, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. This Note is secured by the Security Documents and is entitled to the benefits of the Guarantee Agreement. As provided in the Credit Agreement, this Note is subject to voluntary prepayment and mandatory repayment prior to the Maturity Date, in whole or in part. This Note may only be transferred to the extent and in the manner set forth in the Credit Agreement.

If an Event of Default shall occur and be continuing, the principal amount of, together with accrued and unpaid interest on, this Note may be declared to be due and payable subject, in all cases, to the terms and conditions set forth in the Credit Agreement.

If any assignment by the Term Lender holding this Note occurs after the date of the issuance hereof, the Term Lender agrees that it shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender this Note to the Term Loan Administrative Agent for cancellation.

The [Lead Borrower][Canadian Borrower] hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

THIS NOTE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[ROCKPOINT GAS STORAGE PARTNERS LP,
as the Lead Borrower]

[ROCKPOINT GAS STORAGE CANADA LTD.,
as the Canadian Borrower]

By: _____
Name:
Title:

[FORM OF] SOLVENCY CERTIFICATE

September [], 2024

This Solvency Certificate is being executed and delivered pursuant to (i) that certain Credit Agreement, dated as of September [], 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Swan Equity Sub-Aggregator LP, a Delaware limited partnership (“Swan Equity”), Swan GP LLC, a Delaware limited liability company (“Swan GP”, together with Swan Equity, collectively, the “Parent Affiliates” and each, individually, a “Parent Affiliate”), Rockpoint Gas Storage Partners LP, a Delaware limited partnership (the “Lead Borrower”), Rockpoint Gas Storage Canada Ltd., an Alberta corporation (the “Canadian Borrower”), the other Borrowers from time to time party thereto, the Term Lenders from time to time party thereto and Wells Fargo Bank, National Association, as Term Loan Administrative Agent (in such capacity, the “Term Loan Administrative Agent”) and Collateral Agent. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the applicable Credit Agreement.

I, [], certify that I am a duly appointed, qualified and acting Financial Officer of the general partner of the Lead Borrower and, in such capacity and not in my individual capacity (and without personal liability), certify that based upon facts and circumstances as they exist as of the date hereof (and disclaiming any responsibility for changes in such facts and circumstances after the date hereof):

On the date hereof, after giving effect to the Transactions and the related transactions contemplated by the Loan Documents, the Lead Borrower and the other Group Members, on a combined consolidated basis, (a) have property with fair value greater than the total amount of their debts and liabilities, contingent, subordinated or otherwise (it being understood that the amount of contingent liabilities at any time shall be computed as the amount that, in light of all the facts and circumstances existing at such time, can reasonably be expected to become an actual or matured liability), (b) have assets with present fair salable value not less than the amount that will be required to pay their liability on their debts as they become absolute and matured, (c) will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as they become absolute and matured and (d) are not engaged in business or a transaction, and are not about to engage in business or a transaction, for which they have unreasonably small capital.

The undersigned is familiar with the business and financial position of the Lead Borrower and its Subsidiaries. In reaching the conclusions set forth in this Solvency Certificate, the undersigned has made such investigations and inquiries as the undersigned has deemed appropriate, having taken into account the nature of the particular business anticipated to be conducted by the Lead Borrower and its Subsidiaries after consummation of the transactions contemplated by the Loan Documents.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Solvency Certificate as of the date first above written.

ROCKPOINT GAS STORAGE PARTNERS LP

By: _____
Name:
Title:

FORM OF FIRST LIEN INTERCREDITOR AGREEMENT

[Attached]

FORM OF JUNIOR LIEN INTERCREDITOR AGREEMENT

[Attached]

FORM OF ABL INTERCREDITOR AGREEMENT

[Attached]